Post-it® eLabel 006 083 768

GIS Tracking Sheet

Case No.: DCI 2004-00046

Intake Date: 6-22-04

Project Name: West Bay Club RPD

STRAP Number(s): 31-46-25-07-00012.00CE + (see attached list)

Planner Name: Bryan Kelner Ext. 8363

LEGAL DESCRIPTION VERIFICATION and INITIAL GIS MAPPING

Date: INTAKE: ARCMAP 10SEPT04

LEGAL SUFFICIENT ☑ YES ☐ NO Initials: BY LGM

LGM

If not, give brief explanation:

MAP UPDATE following FINAL ACTION

Date:

☐ Hearing Examiner Decision ☐ Board of County Commissioner's Resolution

☐ Administrative Approval ☐ Blue Sheet

Zoning Notes: Z-05-010, DCI 2004-00046 (WEST BAY CLUB), 21MAR05, APPVL TO CHANGE AREA 3 FROM SINGLE FAMILY TO MULTI FAMILY & ADD 1.6 ACRES TO RPD, AREA 9; CONDS.

MAP UPDATED ☐YES ☐NO Initials:

If not, give brief explanation:

S:\WRITERS\Murphyge\gistracking.wpd

ZONING INTAKE MAP

1/4/2005

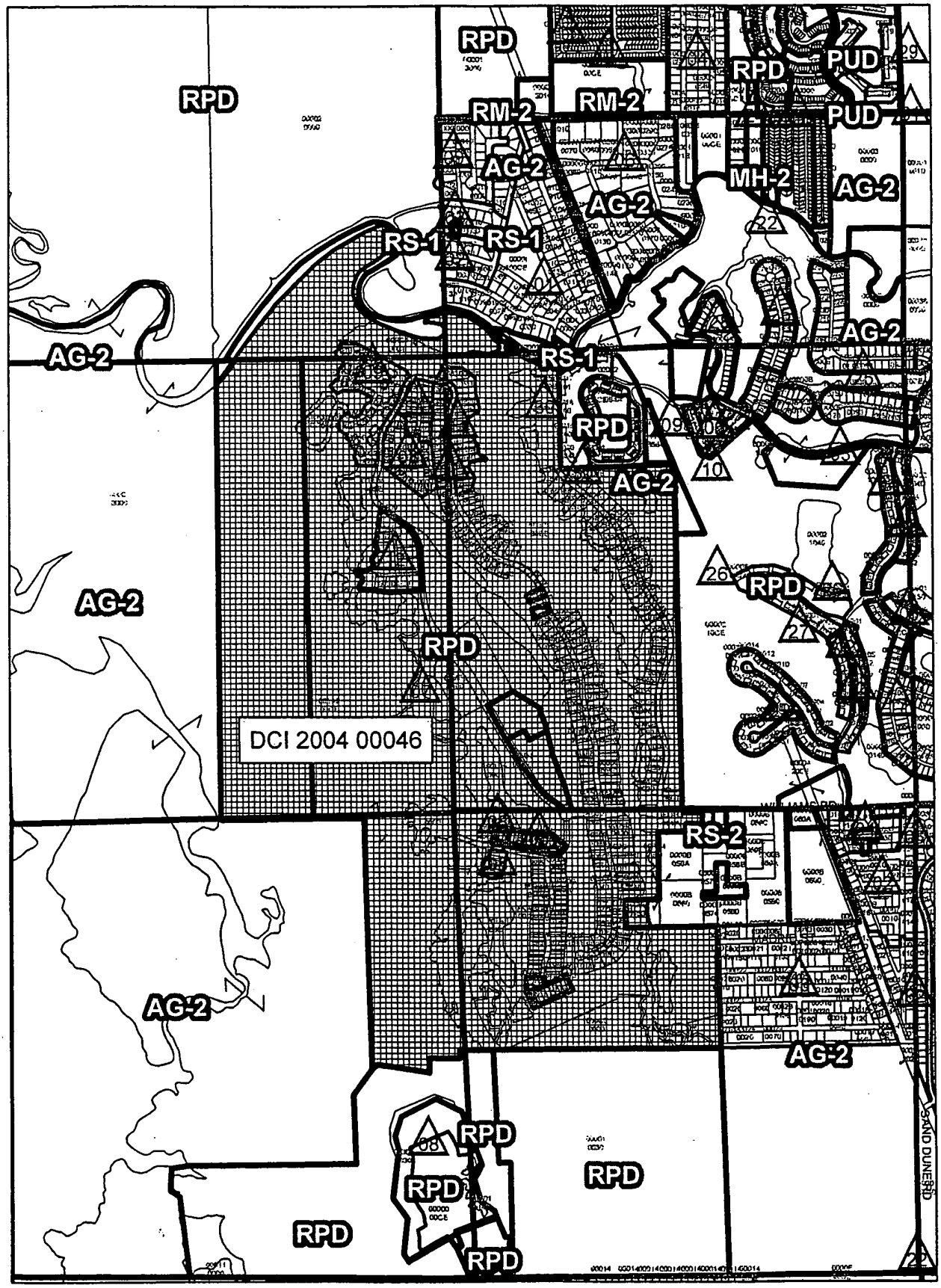
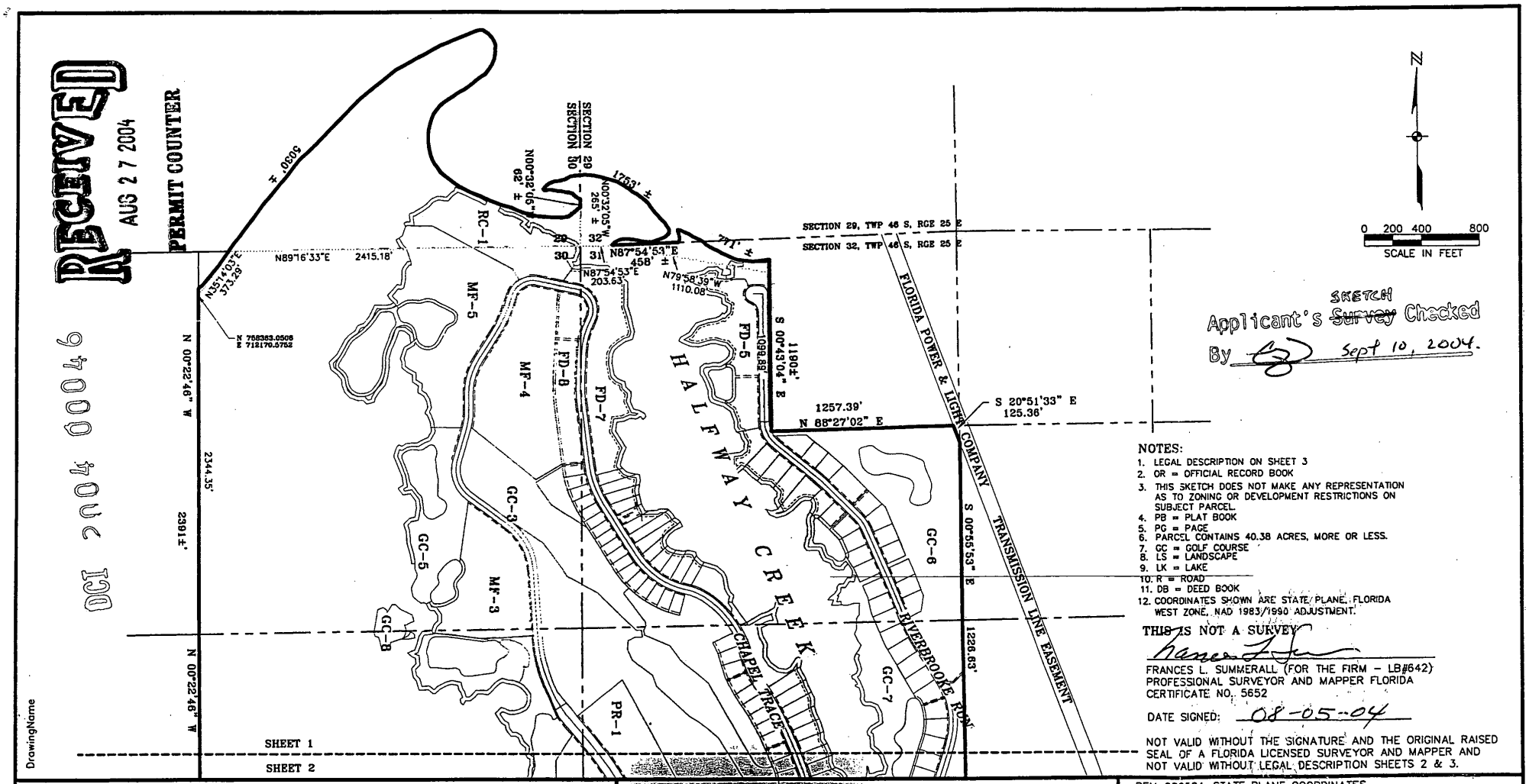


EXHIBIT B

1,800 900 0 1,800 Feet



NOTES:
1. LEGAL DESCRIPTION ON SHEET 3
2. OR = OFFICIAL RECORD BOOK
3. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
4. PB = PLAT BOOK
5. PG = PAGE
6. PARCEL CONTAINS 40.38 ACRES, MORE OR LESS.
7. GC = GOLF COURSE
8. LS = LANDSCAPE
9. LK = LAKE
10. R = ROAD
11. DB = DEED BOOK
12. COORDINATES SHOWN ARE STATE PLANE, FLORIDA WEST ZONE, NAD 1983/1990 ADJUSTMENT.

THIS ~~IS~~ NOT A SURVEY

FRANCES L. SUMMERALL (FOR THE FIRM – LB#642)
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA
CERTIFICATE NO. 5652

DATE SIGNED: 08-05-04

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER AND NOT VALID WITHOUT LEGAL DESCRIPTION SHEETS 2 & 3.

PARCEL IN
SECTIONS 29, 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST &
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

JOHNSON ENGINEERING
2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (941) 334-0046
FAX (941) 334-3661
E.B. #642 & L.B. #642

REV-080504-STATE PLANE COORDINATES.

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
MAR 4, 2004	20044403	29-46-25	1" = 800'	1 OF 3

DrawingName

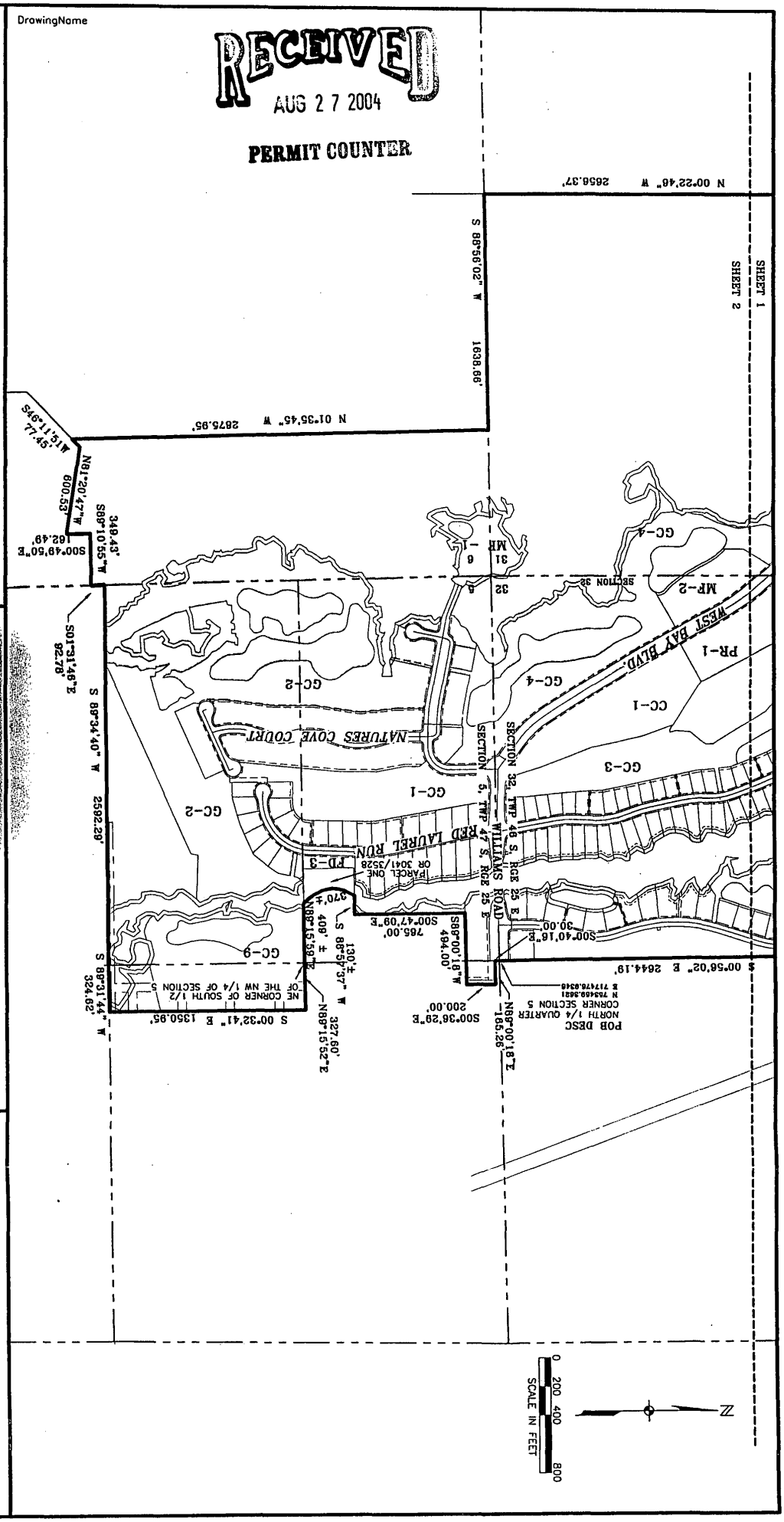
S:\20440\3\044403-sketch-8X11.dwg, 8/5/2004 3:18:33 PM, FLS

S:\044403\044403-sketch-8X11.dwg, 8/5/2004 3:17:32 PM, FLS

DRI 2004 00046

DrawingName

RECEIVED
AUG 2 7 2004
PERMIT COUNTER



PARCEL IN
SECTIONS 29, 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST &
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

JOHNSON ENGINEERING

2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (941) 334-0046
FAX (941) 334-3661
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
MAR 4, 2004	20044403	29-46-25	1" = 800'	2 OF 3

RECEIVED DCI 2004 00046
AUG 27 2004
PERMIT COUNTER

DESCRIPTION

WEST BAY CLUB
PARCEL IN
SECTIONS 29, 30, 31 & 32, TOWNSHIP 46 SOUTH RANGE 25 EAST &
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND BEING ALL OF WEST BAY CLUB, A SUBDIVISION, AS RECORDED IN PLAT BOOK 62 AT PAGES 79 THROUGH 111 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND ALL OF PARCEL ONE AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORD BOOK 3041 AT PAGE 3528 OF SAID PUBLIC RECORDS, LYING IN SECTIONS 29, 30, 31 AND 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST AND SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST LEE, COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 5, BEING A POINT ON THE CENTERLINE OF WILLIAMS ROAD (60.00 FEET WIDE); THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG THE BOUNDARY OF SAID WEST BAY CLUB: SOUTH 00° 40' 16" EAST FOR 30.00 FEET;
NORTH 89° 00' 18" EAST FOR 165.26 FEET;
SOUTH 00° 36' 29" EAST FOR 200.00 FEET;
SOUTH 89° 00' 18" WEST FOR 494.00 FEET;
SOUTH 00° 47' 09" EAST FOR 765.00 FEET;
SOUTH 88° 57' 37" WEST FOR 130 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF HALFWAY CREEK; THENCE DEPARTING SAID BOUNDARY OF WEST BAY CLUB RUN SOUTHERLY ALONG SAID MEAN HIGH WATER LINE FOR 370 FEET, MORE OR LESS TO AND INTERSECTION WITH SAID BOUNDARY OF WEST BAY CLUB; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID BOUNDARY:
NORTH 89° 15' 59" EAST FOR 409 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF THE SOUTH HALF (S-1/2) OF THE NORTHWEST QUARTER (NW-1/4) OF SAID SECTION 5;
NORTH 89° 15' 52" EAST FOR 327.60 FEET;
SOUTH 00° 32' 41" EAST FOR 1,350.95 FEET;
SOUTH 89° 31' 44" WEST FOR 324.62 FEET;
SOUTH 89° 34' 40" WEST FOR 2,592.29 FEET;
SOUTH 01° 31' 46" EAST FOR 92.78 FEET;
SOUTH 89° 10' 55" WEST FOR 349.43 FEET;
SOUTH 00° 49' 50" EAST FOR 162.49 FEET;
NORTH 81° 20' 47" WEST FOR 600.53 FEET;
SOUTH 46° 11' 51" WEST FOR 77.45 FEET;
NORTH 01° 35' 45" WEST FOR 2,875.95 FEET TO AN INTERSECTION WIT THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE-1/4) OF SAID SECTION 31;
SOUTH 88° 56' 02" WEST ALONG SAID SOUTH LINE AND ALONG SAID BOUNDARY LINE FOR 1,638.66 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 31;
NORTH 00° 22' 46" WEST ALONG THE NORTH/SOUTH QUARTER SECTION LINE FOR 2,656.37 FEET TO THE CENTER OF SAID SECTION 31; THENCE CONTINUE NORTHERLY ALONG SAID NORTH/SOUTH QUARTER SECTION LINE, FOR A DISTANCE OF 2,391 FEET, MORE OR LESS TO THE WATERS OF THE ESTERO RIVER; NORTHEASTERLY, SOUTHEASTERLY, SOUTHWESTERLY, SOUTHERLY, SOUTHEASTERLY AND NORTHEASTERLY ALONG SAID WATERS FOR 5,030 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE EAST LINE OF THE SOUTHEAST QUARTER (SE-1/4) OF SAID SECTION 30, TOWNSHIP 46 SOUTH, RANGE 25 EAST; NORTH 00° 32' 05" WEST ALONG SAID EAST LINE FOR 62 FEET, MORE OR LESS TO SAID WATERS OF THE ESTERO RIVER; THENCE RUN WESTERLY, NORTHERLY, EASTERLY, SOUTHEASTERLY, SOUTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG SAID WATERS FOR 1,753 FEET, MORE OR LESS TO AN INTERSECTION WITH THE NORTH LINE OF SECTION 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST; NORTH 87° 54' 53" EAST ALONG SAID NORTH LINE FOR 458 FEET, MORE OR LESS TO SAID WATERS; THENCE RUN NORTHERLY AND SOUTHEASTERLY ALONG SAID WATERS FOR 771 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF SAID PLAT; SOUTH 00° 43' 04" EAST FOR 1,190 FEET, MORE OR LESS; NORTH 88° 27' 02" EAST FOR 1,257.39 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF A FLORIDA POWER AND LIGHT COMPANY TRANSMISSION LINE EASEMENT (100 FEET WIDE) AS DESCRIBED BY DEED RECORDED IN DEED BOOK 227 AT PAGE 261 OF SAID PUBLIC RECORDS;
SOUTH 20° 51' 33" EAST ALONG SAID SOUTHWESTERLY LINE FOR 125.36 FEET TO AN INTERSECTION WITH THE NORTH/SOUTH QUARTER SECTION LINE OF SAID SECTION 32;
SOUTH 00° 55' 53" EAST ALONG SAID QUARTER SECTION LINE FOR 1,226.63 FEET; SOUTH 00° 56' 02" EAST ALONG SAID NORTH/SOUTH QUARTER SECTION LINE FOR 2,644.19 FEET TO THE POINT OF BEGINNING.
PARCEL CONTAINS 866 ACRES, MORE OR LESS.

BEARINGS HEREIN ABOVE MENTIONED ARE BASED ON THE EAST LINE OF THE SOUTHWEST QUARTER (SW-1/4) OF SECTION 32 TO BEAR SOUTH 00° 56' 02" EAST.

Applicant's Legal Checked
by Sept 10, 2004.

DrawingName

S:\20044403\044403-sketch-8X11.dwg, 8/5/2004 3:17:24 PM, FLS

PARCEL IN
SECTIONS 29, 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST &
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

JOHNSON ENGINEERING
2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (941) 334-0046
FAX (941) 334-3661
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
MAR 4, 2004	20044403	29-46-25	1" = 800'	3 OF 3

RESOLUTION NUMBER Z-05-010

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

WHEREAS, an application was filed by the property owner, West Bay Club Development Corporation, to amend the West Bay Club RPD (f/k/a Estero Point RPD) and add 1.6 acres; and

WHEREAS, a public hearing was advertised and held on January 19, 2005, before the Lee County Zoning Hearing Examiner, who gave full consideration to the evidence in the record for Case #DCI2004-00046; and

WHEREAS, a second public hearing was advertised and held on March 21, 2005, before the Lee County Board of Commissioners, who gave full and complete consideration to the recommendations of the staff, the Hearing Examiner, the documents on record and the testimony of all interested persons.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS:

SECTION A. REQUEST

The applicant filed a request to:

a. Change Area 3 from single-family residential, as approved in Administrative Amendment ADD1999-00056, to a multi-family residential area as originally approved in Resolution Z-96-005, which will allow 20 stories over parking not to exceed a maximum height of 220 feet; and

b. Add 1.6± acres to the West Bay Club RPD, Area 9, to allow for the addition of four single-family residential lots with no increase in the total number of dwelling units.

The subject property is located in the Outlying Suburban, Suburban and Wetlands Land Use Categories and legally described in attached Exhibit A. The request is APPROVED, SUBJECT TO the conditions and deviations specified in Sections B and C below.

SECTION B. CONDITIONS:

All references to uses are as defined or listed in the Lee County Land Development Code (LDC).

1. The development of this project must be consistent with the four page Master Concept Plan entitled "Master Concept Plan for West Bay Club", formerly Estero Pointe RPD, stamped received by the permit counter on August 27, 2004, except as modified by the conditions below. This development must comply with all requirements of the Lee County LDC at time of local development order approval, except as may be granted by deviation as part of this planned development. If changes to the Master Concept Plan are subsequently pursued, appropriate approvals will be necessary.

2. The terms and conditions of Resolution Z-96-005 and Amendments thereto remain in full force and effect except as amended herein.

3. Upon approval of this zoning action, Administrative Amendment ADD1999-00056 is null and void.

4. The four single-family residential lots added to Development Area (Pod) 9, referenced as Development Area (Pod) 9B on the Master Concept Plan, must be consistent with the Property Development Regulations adopted within Resolution Z-96-005 and Amendments thereto.

5. Development Area (Pod) 3 must be in substantial compliance with the attached site plan, labeled Exhibit C, and the terms and conditions of Resolution Z-96-005.

6. Condition Number 4 of Resolution Z-96-005, and its subsequent amendment in Administrative Amendment PD-98-003, Condition 3, is further amended as follows:

   The RPD is limited to a maximum total of 1,016 residential dwelling units with the following distribution:

   a. A maximum of 970 dwelling units are permitted on the subject properties located within the Outlying Suburban Land Use Category, of which no more than 630 dwelling units are permitted within Development Areas (Pods) 3, 4, and 5.

   b. A maximum of 46 dwelling units are permitted within the subject properties in the Suburban Land Use Category.

7. Sheet three of the four page Master Concept Plan entitled "Master Concept Plan for West Bay Club", formerly Estero Pointe RPD, stamped received by the permit

counter on August 27, 2004, attached hereto as Exhibit D, is amended by adding and deleting language as follows:

An overall maximum of five high-rise buildings may be located within multiple-family Development Areas (Pods) 3, 4, and 5.

8. Approval of this rezoning does not guarantee local development order approval. Future development order approvals must satisfy the requirements of the Lee Plan Planning Communities Map and Acreage Allocations Table, Map 16 and Table 1(b).

SECTION C. DEVIATIONS:

No additional deviations have been requested as part of the zoning action. All deviations, except Deviation 9, approved by Resolution Z-96-005 remain in full force and effect. Deviation 9 is revised as follows:

Deviation (9) seeks relief from the LDC §34-935(f)(3)(e), requirement limiting the height of buildings in the RPD zoning category within the Outlying Suburban land use category to 45 feet, to allow 20 stories over parking for Development Areas (Pods) 2, 3, 4 and 5. This deviation is APPROVED, SUBJECT TO the following conditions:

a. Development Area (Pod) 2 is limited to a maximum height of 75 feet.

b. Development Areas (Pods) 3, 4, and 5 are limited to a maximum height of 220 feet and are further limited to a combined total of five multi-family high-rise buildings and 24 low-rise villa units for a combined total of 630 dwelling units: a maximum of two high-rise buildings on Development Areas (Pods) 3 and 4, and 24 low-rise villa units in Development Area (Pod) 3 only; and a maximum of one high-rise building on Development Area (Pod) 5.

c. Development Areas (Pods) 3 and 4 must provide a minimum of 35 percent open space.

d. Development Area (Pod) 5 is limited to one multi-family high-rise building and must provide a minimum of 60 percent open space.

e. Ninety percent of the required parking in multiple-family Development Areas (Pods) 3, 4, and 5 must be provided under the principal building structure to limit the impacts of impervious areas created by open parking lots.

f. All buildings over 45 feet in height must be set back an additional one-half foot for every foot of height over 45 feet along the external development perimeter.

SECTION D. EXHIBITS AND STRAP NUMBER:

The following exhibits are attached to this resolution and incorporated by reference:

Exhibit A: Legal description of the property
Exhibit B: Zoning Map (subject parcel identified with shading)
Exhibit C: Site Plan
Exhibit D: The Master Concept Plan

The applicant indicates there are numerous and varied STRAP numbers which are on file and available for inspection at the Department of Community Development, 1500 Monroe St., Ft. Myers, FL.

SECTION E. FINDINGS AND CONCLUSIONS:

1. The applicant has proven entitlement to the rezoning by demonstrating compliance with the Lee Plan, the LDC, and any other applicable code or regulation.

2. The rezoning, as approved:

   a. meets or exceeds all performance and locational standards set forth for the potential uses allowed by the request; and,

   b. is consistent with the densities, intensities and general uses set forth in the Lee Plan; and,

   c. is compatible with existing or planned uses in the surrounding area; and,

   d. will not place an undue burden upon existing transportation or planned infrastructure facilities and will be served by streets with the capacity to carry traffic generated by the development; and,

   e. will not adversely affect environmentally critical areas or natural resources.

3. The rezoning satisfies the following criteria:

   a. the proposed use or mix of uses is appropriate at the subject location; and

   b. the recommended conditions to the concept plan and other applicable regulations provide sufficient safeguard to the public interest; and

   c. the recommended conditions are reasonably related to the impacts on the public interest created by or expected from the proposed development.

4. Urban services, as defined in the Lee Plan, are, or will be, available and adequate to serve the proposed land use.

5. The approved deviations, as conditioned, enhance achievement of the planned development objectives, and preserve and promote the general intent of LDC Chapter 34, to protect the public health, safety and welfare.

The foregoing resolution was adopted by the Lee County Board of Commissioners upon the motion of Commissioner Hall, seconded by Commissioner Judah and, upon being put to a vote, the result was as follows:

Robert P. Janes	AYE
Douglas R. St. Cerny	AYE
Ray Judah	AYE
Tammy Hall	AYE
John E. Albion	AYE

DULY PASSED AND ADOPTED this 21ST day of March 2005.

ATTEST:
CHARLIE GREEN, CLERK

BY: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Chairman

SEAL

Approved as to form by:

_____
Dawn E. Perry-Lehnert
County Attorney's Office

RECEIVED
MINUTES OFFICE
2005 MAR 24 AM 10:18

RECEIVED
AUG 27 2004
PERMIT COUNTER
DCI 2004 00046

DESCRIPTION

WEST BAY CLUB
PARCEL IN
SECTIONS 29, 30, 31 & 32, TOWNSHIP 46 SOUTH RANGE 25 EAST &
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND BEING ALL OF WEST BAY CLUB, A SUBDIVISION, AS RECORDED IN PLAT BOOK 62 AT PAGES 79 THROUGH 111 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND ALL OF PARCEL ONE AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORD BOOK 3041 AT PAGE 3528 OF SAID PUBLIC RECORDS, LYING IN SECTIONS 29, 30, 31 AND 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST AND SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST LEE, COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 5, BEING A POINT ON THE CENTERLINE OF WILLIAMS ROAD (60.00 FEET WIDE); THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG THE BOUNDARY OF SAID WEST BAY CLUB: SOUTH 00° 40' 16" EAST FOR 30.00 FEET;
NORTH 89° 00' 18" EAST FOR 165.26 FEET;
SOUTH 00° 36' 29" EAST FOR 200.00 FEET;
SOUTH 89° 00' 18" WEST FOR 494.00 FEET;
SOUTH 00° 47' 09" EAST FOR 765.00 FEET;
SOUTH 88° 57' 37" WEST FOR 130 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF HALFWAY CREEK; THENCE DEPARTING SAID BOUNDARY OF WEST BAY CLUB RUN SOUTHERLY ALONG SAID MEAN HIGH WATER LINE FOR 370 FEET, MORE OR LESS TO AND INTERSECTION WITH SAID BOUNDARY OF WEST BAY CLUB; THENCE RUN THE FOLLOWNG COURSES AND DISTANCES ALONG SAID BOUNDARY:
NORTH 89° 15' 59" EAST FOR 409 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF THE SOUTH HALF (S-1/2) OF THE NORTHWEST QUARTER (NW-1/4) OF SAID SECTION 5;
NORTH 89° 15' 52" EAST FOR 327.60 FEET;
SOUTH 00° 32' 41" EAST FOR 1,350.95 FEET;
SOUTH 89° 31' 44" WEST FOR 324.62 FEET;
SOUTH 89° 34' 40" WEST FOR 2,592.29 FEET;
SOUTH 01° 31' 46" EAST FOR 92.78 FEET;
SOUTH 89° 10' 55" WEST FOR 349.43 FEET;
SOUTH 00° 49' 50" EAST FOR 162.49 FEET;
NORTH 81° 20' 47" WEST FOR 600.53 FEET;
SOUTH 46° 11' 51" WEST FOR 77.45 FEET;
NORTH 01° 35' 45" WEST FOR 2,875.95 FEET TO AN INTERSECTION WIT THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE-1/4) OF SAID SECTION 31;
SOUTH 88° 56' 02" WEST ALONG SAID SOUTH LINE AND ALONG SAID BOUNDARY LINE FOR 1,638.66 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 31;
NORTH 00° 22' 46" WEST ALONG THE NORTH/SOUTH QUARTER SECTION LINE FOR 2,656.37 FEET TO THE CENTER OF SAID SECTION 31; THENCE CONTINUE NORTHERLY ALONG SAID NORTH/SOUTH QUARTER SECTION LINE, FOR A DISTANCE OF 2,391 FEET, MORE OR LESS TO THE WATERS OF THE ESTERO RIVER; NORTHEASTERLY, SOUTHEASTERLY, SOUTHWESTERLY, SOUTHERLY, SOUTHEASTERLY AND NORTHEASTERLY ALONG SAID WATERS FOR 5,030 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE EAST LINE OF THE SOUTHEAST QUARTER (SE-1/4) OF SAID SECTION 30, TOWNSHIP 46 SOUTH, RANGE 25 EAST; NORTH 00° 32' 05" WEST ALONG SAID EAST LINE FOR 62 FEET, MORE OR LESS TO SAID WATERS OF THE ESTERO RIVER; THENCE RUN WESTERLY, NORTHERLY, EASTERLY, SOUTHEASTERLY, SOUTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG SAID WATERS FOR 1,753 FEET, MORE OR LESS TO AN INTERSECTION WITH THE NORTH LINE OF SECTION 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST; NORTH 87° 54' 53" EAST ALONG SAID NORTH LINE FOR 458 FEET, MORE OR LESS TO SAID WATERS; THENCE RUN NORTHERLY AND SOUTHEASTERLY ALONG SAID WATERS FOR 771 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF SAID PLAT; SOUTH 00° 43' 04" EAST FOR 1,190 FEET, MORE OR LESS; NORTH 88° 27' 02" EAST FOR 1,257.39 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF A FLORIDA POWER AND LIGHT COMPANY TRANSMISSION LINE EASEMENT (100 FEET WIDE) AS DESCRIBED BY DEED RECORDED IN DEED BOOK 227 AT PAGE 261 OF SAID PUBLIC RECORDS;
SOUTH 20° 51' 33" EAST ALONG SAID SOUTHWESTERLY LINE FOR 125.36 FEET TO AN INTERSECTION WITH THE NORTH/SOUTH QUARTER SECTION LINE OF SAID SECTION 32;
SOUTH 00° 55' 53" EAST ALONG SAID QUARTER SECTION LINE FOR 1,226.63 FEET; SOUTH 00° 56' 02" EAST ALONG SAID NORTH/SOUTH QUARTER SECTION LINE FOR 2,644.19 FEET TO THE POINT OF BEGINNING.
PARCEL CONTAINS 866 ACRES, MORE OR LESS.

BEARINGS HEREIN ABOVE MENTIONED ARE BASED ON THE EAST LINE OF THE SOUTHWEST QUARTER (SW-1/4) OF SECTION 32 TO BEAR SOUTH 00° 56' 02" EAST.

DrawingName

PARCEL IN
SECTIONS 29, 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST &
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

JOHNSON ENGINEERING
2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (941) 334-0046
FAX (941) 334-3661
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
MAR 4, 2004	20044403	29-46-25	1" = 800'	3 OF 3

Exhibit A
Page 1 of 3

S:\20044403\20044403-sketch-DCI11.dwg, 8/3/2004 3:17:24 PM, FLS

DrawingName

DCI 2004 00046

RECEIVED
AUG 2 7 2004
PERMIT COUNTER

PARCEL IN
SECTIONS 29, 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST &
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

SHEET 1
SHEET 2

N 00°22'46" W 2391±'
N 00°22'46" W 2344.35'
N35°14'03"E 373.29'
N89°16'33"E 2415.18'
5030'±
N00°32'05"W 62'±
N87°54'53"E 456'±
N00°32'05"W 265'±
N87°54'53"E 2036'±
N79°56'39"W 1110.08'±
1730'±
S 00°43'04" E 1180±'
1099.82'
N 88°27'02" E 1257.39'
S 00°55'53" E 1226.83'
S 20°51'33" E 125.38'

SECTION 29
SECTION 30
SECTION 31
SECTION 32
SECTION 29, TWP 46 S, RGE 25 E
SECTION 32, TWP 46 S, RGE 25 E

GC-8
GC-5
GC-3
GC-7
GC-6
MF-3
MF-4
MF-5
RC-1
FD-8
FD-7
FD-5
PR-1
HALFWAY CREEK
CHAPEL TRACE
RIVERBROOKE ROW
FLORIDA POWER & LIGHT COMPANY TRANSMISSION LINE EASEMENT

NOTES:
1. LEGAL DESCRIPTION ON SHEET 3
2. OR = OFFICIAL RECORD BOOK
3. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
4. PB = PLAT BOOK
5. PG = PAGE
6. PARCEL CONTAINS 40.38 ACRES, MORE OR LESS.
7. GC = GOLF COURSE
8. LS = LANDSCAPE
9. LK = LAKE
10. R = ROAD
11. DB = DEED BOOK
12. COORDINATES SHOWN ARE STATE PLANE, FLORIDA WEST ZONE, NAD 1983/1990 ADJUSTMENT.

THIS IS NOT A SURVEY

FRANCES L SUMMERALL (FOR THE FIRM - LB#642)
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA
CERTIFICATE NO. 5652

DATE SIGNED: 08-05-04

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER AND NOT VALID WITHOUT LEGAL DESCRIPTION SHEETS 2 & 3.

REV-080504-STATE PLANE COORDINATES.

SKETCH TO ACCOMPANY DESCRIPTION

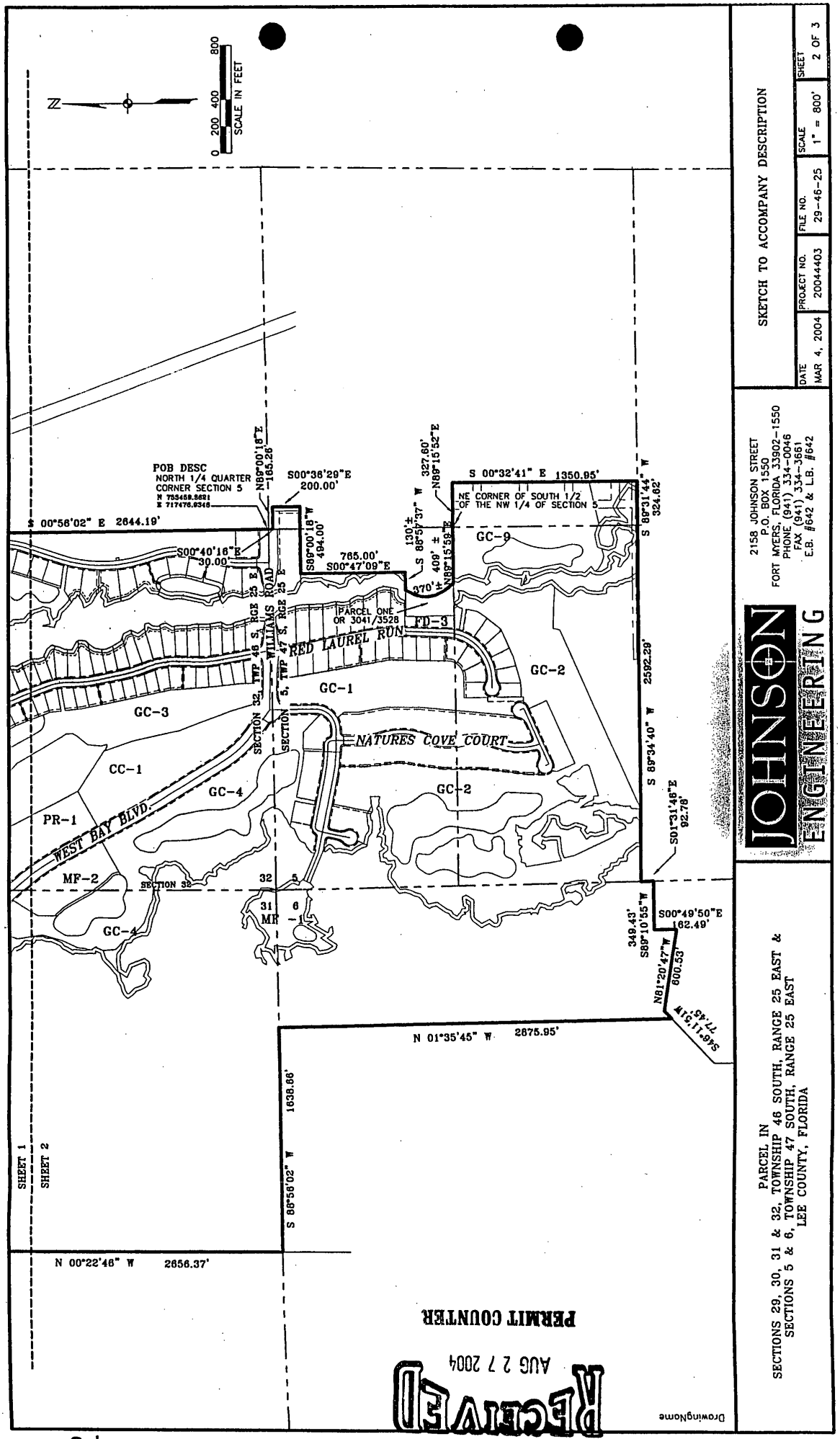
0 200 400 800
SCALE IN FEET

N

JOHNSON ENGINEERING

2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (941) 334-0046
FAX (941) 334-3661
E.B. #642 & L.B. #642

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
MAR 4, 2004	2004403	29-46-25	1" = 800'	1 OF 3



DCI 2004 00046

S:\044403\044403-sketch-EX11.dwg, 8/5/2004 3:17:32 PM, FLS



RECEIVED
DEC 27 2004
PERMIT COUNTER
DCI 2004 0004

WBC
WEST BAY CLUB
The beauty never fades.

Exhibit C

WEST BAY CLUB

Estero, Florida

WEST LAKE COURT

NORTH
0 20' 40' 80' 120'

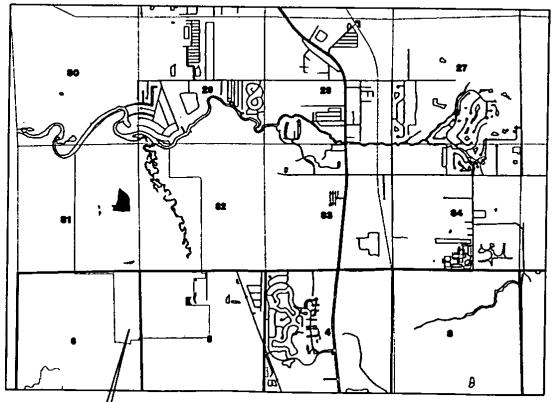
EDSA
fort lauderdale orlando monica
1512 E. Broward Blvd., Suite 110
Fort Lauderdale, FL 33301
www.edsaplan.com
planners landscape architects
graphic designers

MASTER CONCEPT PLAN
FOR
WEST BAY CLUB RPD
(FORMERLY ESTERO POINTE RPD)

SECTIONS 29/30/31/32, TOWNSHIP 46 S., RANGE 25 E.
SECTIONS 5/6, TOWNSHIP 47 S., RANGE 25 E.
BONITA SPRINGS, LEE COUNTY, FLORIDA

INDEX OF PLANS

SHEET NO.	DESCRIPTION
1	COVER
2	MASTER CONCEPT PLAN
3	DOCUMENTATION, SOILS & FLUCFCS



APRIL, 2004

APPLICANT

WEST BAY CLUB DEVELOPMENT CORPORATION
4600 WEST BAY BOULEVARD
ESTERO, FLORIDA 33928
PHONE (239) 498-7770
FAX (239) 498-7771

JOHNSON ENGINEERING

2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

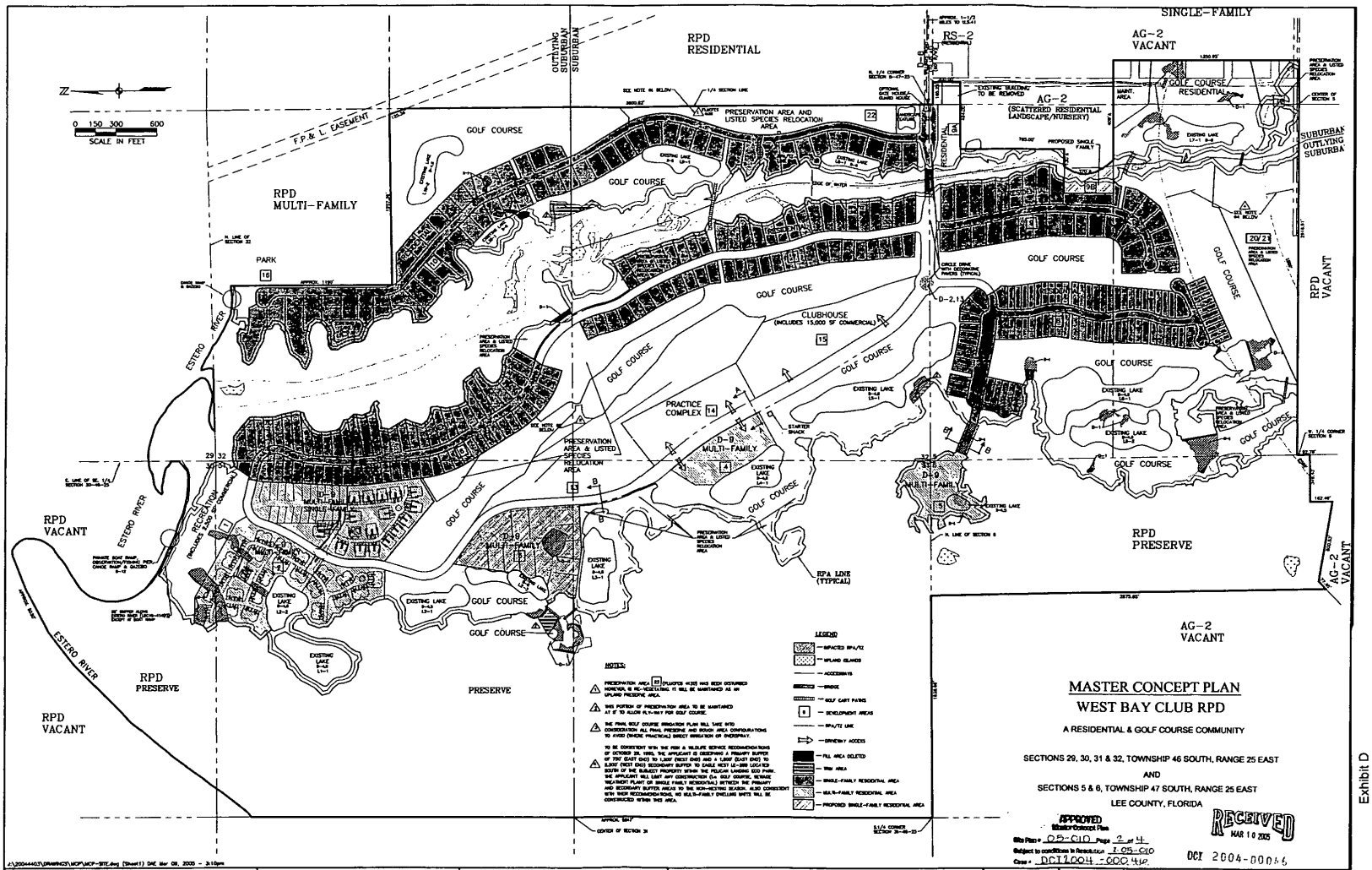
APPROVED
Board of County Commissioners
Zoning Resolution # Z-05-010
Case # DCI2004-00046

DCI 2004-00046

RECEIVED
MAR 18 2005

SHEET 1

J:\2004\4403\DRAWINGS\MCP\MCP-COVER.dwg (Cover) DAC Mar 08, 2005 - 3:13pm



REVISIONS			

WEST BAY CLUB RPD
LEE COUNTY, FLORIDA

JOHNSON ENGINEERING
2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 ■ L.B. #642

MASTER CONCEPT PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
04/08/04	20044403	29-46-25	1" = 300'	2

	Minimum Lot			Minimum Setback									
	Area (s.f.)	Depth (feet)	Width (feet)	Side (feet)	Rear (feet)	Road (feet)	Water Body (feet)	Maximum Height (feet)	Number of Habitable Floors	Minimum Bldg. Separation	Subdivision	Condo	Condo
RESIDENTIAL													
Single Family	5,500	100	55	5	10	20	20	45	3	10	Yes	Yes	Yes
Two Family Attac 1st Side 2nd Side	5,000	100	50	0 7.5	15	20	20	45	3	15	Yes	Yes	Yes
Zero Lot Line 1st Side 2nd Side	4,500	80	45	0 4	15[+] [++]	15	20	45	3	4	Yes	Yes	Yes
Townhouse 1st Side 2nd Side	2,800	80	35	0 0 or 10	20	20	20	45	3	** Complex Separation: 20	Yes	Yes	Yes
MULTI-FAMILY													
Ground Level	10,000	100	100		20	20	25	45	3	20		Yes	Yes
Mid-Rise	10,000	100	100		20	20	25	75	7	20		Yes	Yes
High-Rise	10,000	100	100		20	20	25		20*	60		Yes	Yes
CLUBHOUSE AREA	40,000	200	200	15	20	20	20	45	2	15	Yes	Yes	Yes
PRACTICE COMPLEX	40,000	200	200	15	20	20	20	45	2	15	Yes	Yes	Yes

All Housing Types

See LDC Sections 34-1174, 34-1178, 34-2191 and 34-2194 for accessory structure setbacks

Setbacks for Estero River: 25 feet

* 20 Stories over parking. All buildings over 45 fet shall provide one half foot setback from West Bay Club perimeter property line for every foot of elevation over 45 feet.

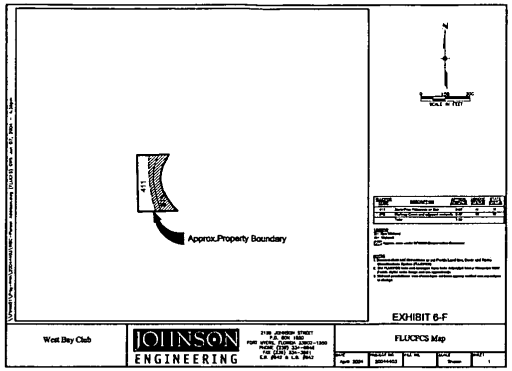
An overall maximimum of FIVE (5) high-rise buildings may be located w thin multi-family Pods 3,4 and 5

Mid-rise or ground level buildings can be clusters in multi family Pods 2,3,4 and 5

** Maximum nember of attached units: 6

Bay Club

4 and 5



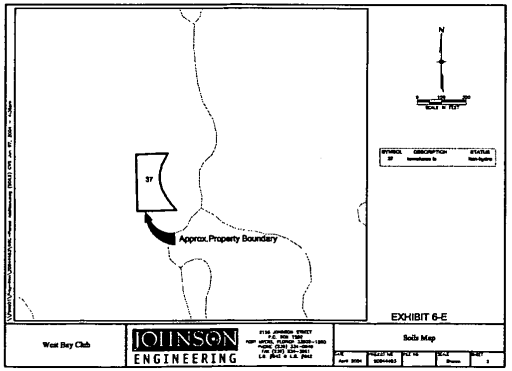
OPEN SPACE CALCULATIONS:

REQUIRED OPEN SPACE : 866± AC. x 40%	=	346.46 AC. (40%)
INDIGENOUS REQUIREMENT	=	173.23 AC. (20%)
OPEN SPACE PROVIDED (AC.±)		MCP (AC.±)
WETLANDS		297.8
PRESERVATION AREA 13: 22.6 AC. ± LESS 26.3 AC.± X 2.7 AC.[10-413 (d)(2)(c)] =		46.0
PRESERVATION AREA 18		2.6
PRESERVATION AREA 20/21: 13.6 AC. ± LESS [10-413 (d)(2)(b)] =		36.7
PRESERVATION AREA 22		6.3
UPLAND ISLAND PRESERVATION AREAS		3.1
WATER		39.8
GOLF COURSE ROUGH		20.6
UPLAND BUFFER AREAS		26.4
PARK (AREA 16)		1.0
LAKES		36.7
RECREATIONAL AREA 1 (10.2 AC. x 80%)	=	8.2
MULTI-FAMILY POD 2 : 13.8 x 15%	=	1.0
MULTI-FAMILY POD 3 : 9.3 x 35%	=	3.3
MULTI-FAMILY POD 4 : 4.7 x 35%	=	1.6
MULTI-FAMILY POD 5 : 6.5 x 60%	=	3.6
SINGLE FAMILY POD 6 : 28.3 x 10%	=	2.8
SINGLE FAMILY POD 7 : 24.1 x 10%	=	2.4
SINGLE FAMILY POD 8 : 24.8 x 10%	=	2.5
RESIDENTIAL POD 9, 9A & 9B: 21.3 x 10%	=	2.1
RESIDENTIAL POD 10 : 44.0 x 10%	=	4.4
MULTI-FAMILY POD 11 & 12 : 13.8 x 15%	=	2.1
PRACTICE AREA (POD 14) : 7.0 x 80%	=	5.6
CLUBHOUSE SITE (POD 15) : 11.0 x 15%	=	1.7
MAINTENANCE / GOLF COURSE / FUTURE RESIDENTIAL (PODS 17 & 18) 14.3 x 40%	=	5.7
TOTAL OPEN SPACE PROVIDED	=	700.6 (81%)
TOTAL INDIGENOUS OPEN SPACE PROVIDED	=	825.8 (61%)

SITE BREAKDOWN

DESCRIPTION OF AREAS		AREA (IN ACRES)
Wetlands		297.8
Golf Course		85.9
Golf Course Rough		20.6
Upland Buffer Areas		26.4
Lakes		36.7
Pod 1:	Recreation Area	10.2
Pod 2:	Multi Family	13.8
Pod 3:	Multi Family	9.3
Pod 4:	Multi Family	4.7
Pod 5:	Multi Family	6.0
Pod 6:	Residential	28.3
Pod 7:	Residential	24.1
Pod 8:	Residential	24.8
Pod 9, 9A & 9B:	Residential	22.4
Pod 10:	Residential	44.0
Pod 11/12:	Multi Family	13.8
Pod 13:	Upland Preservation	26.5
Pod 14:	Practice Area	7.0
Pod 15:	Clubhouse	11.0
Pod 16:	Park Area	1.0
Pod 17/18:	Maintenance Area & Residential/Golf Course	14.3
Pod 19:	Upland Preservation	2.6
Pod 20/21:	Upland Preservation	13.6
Pod 22:	Upland Preservation	6.3
Pod 23:	Upland Island Preservation	3.1

TOTAL: 866 ACRES



APPROVED
Master Concept Plan
Site Plan # 03-010 Page 2 of 4
Subject to conditions in Resolution Z-03-010
Case # DCI2004-00046

DCI 2004-00046
RECEIVED
MAR 10 2005

A:\20044403\DWB\MCP\MCP-DOCUMENTATION.dwg (Sheet1) DAE Mar 09, 2005 - 3:14pm

REVISIONS		

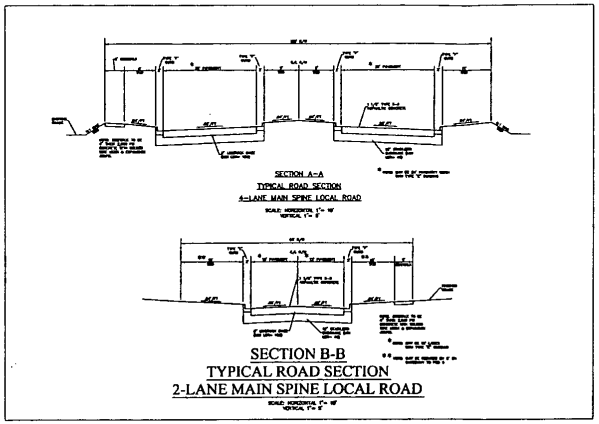
WEST BAY CLUB RPD
LEE COUNTY, FLORIDA

JOHNSON ENGINEERING

2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

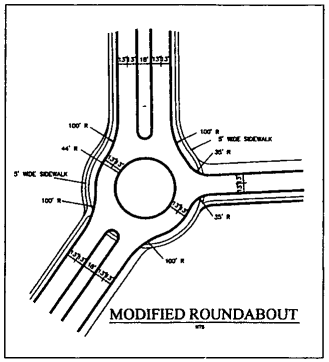
DOCUMENTATION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
04/06/04	20044403	29-46-25	As Shown	3

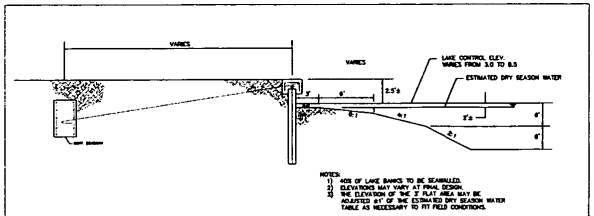


SECTION A-A
TYPICAL ROAD SECTION
4-LANE MAIN SPINE LOCAL ROAD

SECTION B-B
TYPICAL ROAD SECTION
2-LANE MAIN SPINE LOCAL ROAD



MODIFIED ROUNDABOUT



B-B
TYPICAL SEAWALL

APPROVED
Master Concept Plan
Site Plan # 05-010 Page 4 of 4
Subject to conditions in Resolution Z-05-010
Case # DCI2004-00046

DCI 2004-00046

RECEIVED
MAR 10 2005

A:\20044403\DRAWINGS\MCP\MCP-DOCUMENTATION-2.dwg (Sheet1) DAE Mar 08, 2005 - 3:13pm

REVISIONS		

WEST BAY CLUB
LEE COUNTY, FLORIDA

JOHNSON ENGINEERING

2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

DOCUMENTATION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
04/06/04	20044403	29-46-25	As Shown	4

RECEIVED
FEB 22 2005
COMMUNITY DEVELOPMENT

OFFICE OF THE HEARING EXAMINER, LEE COUNTY, FLORIDA

HEARING EXAMINER RECOMMENDATION

REZONING: DCI2004-00046
APPLICANT: WEST BAY CLUB DEVELOPMENT CORPORATION, in reference to WEST BAY CLUB RPD, fka ESTERO POINT RPD
HEARING DATE: JANUARY 19, 2005

I. APPLICATION:

This matter came before the Lee County Hearing Examiner as an Application for an Amendment to a Residential Planned Development (RPD) pursuant to the Lee County Land Development Code (LDC).

Filed by WESTBAY CLUB DEVELOPMENT CORPORATION, 4600 West Bay Boulevard, Estero, Florida 33928 (Applicant/Owner); RUSSELL SCHROPP, % HENDERSON, FRANKLIN, STARNES & HOLT, 1715 Monroe Street, Fort Myers, Florida 33901; and JOHNSON ENGINEERING, INC., 2158 Johnson Street, Fort Myers, Florida 33901 (Agents).

Request is to:

1) Change Area 3 from single-family residential approved in Administrative Amendment ADD1999-00056 to a multi-family residential area as originally approved in Resolution Z-96-005, which will allow 20 stories over parking not to exceed a maximum height of 220 feet; and

2) Add 1.6± acres to the West Bay Club RPD, Area 9, to allow for the addition of four single-family residential lots with no increase in the total number of dwelling units.

The subject property is located at West Bay Boulevard, Estero, Florida (U.S. 41 south to Williams Road, then follow Williams Road west approximately 5,412 feet to West Bay Club), in Section 31, Township 46 South, Range 25 East, Lee County, Florida (District #3).

II. STAFF REPORT AND RECOMMENDATION: APPROVE WITH CONDITIONS

The Department of Community Development Staff Report was prepared by Bryan Kelner. The Staff Report is incorporated herein by this reference.

III. RECOMMENDATION OF HEARING EXAMINER:

The undersigned Lee County Hearing Examiner recommends that the Lee County Board of County Commissioners APPROVE the Applicant's request for an amendment to an RPD for the real estate described in Section IX. Legal Description WITH THE FOLLOWING CONDITIONS AND DEVIATIONS:

A. CONDITIONS:

1. The development of this project must be consistent with the four page Master Concept Plan entitled "Master Concept Plan for West Bay Club", formerly Estero Pointe RPD, stamped received by the permit counter on August 27, 2004, except as modified by the conditions below. This development must comply with all requirements of the Lee County LDC at time of local Development Order Approval, except as may be granted by deviation as part of this planned development. If changes to the Master Concept Plan are subsequently pursued, appropriate approvals will be necessary.

2. The terms and conditions of Resolution Z-96-005 and Amendments thereto remain in full force and effect except as amended herein.

3. Upon approval of this zoning action, Administrative Amendment ADD1999-00056 is null and void.

4. The four single-family residential lots added to Development Area (Pod) 9, referenced as Development Area (Pod) 9B on the Master Concept Plan, must be consistent with the Property Development Regulations adopted within Resolution Z-96-005 and Amendments thereto.

5. Development Area (Pod) 3 must be in substantial compliance with the attached site plan, labeled **Exhibit B**, and the terms and conditions of Resolution Z-96-005.

6. Section A, Conditions: Condition Number 4, Resolution Z-96-005 and subsequent amending language in Administrative Amendment PD-98-003, Condition 3, is further amended as follows:

> The RPD is limited to a maximum total of 1,016 residential dwelling units with the following distribution:
>
> a. A maximum of 970 dwelling units are permitted on the subject properties located within the Outlying Suburban Land Use Category, of which no more than 630 dwelling units are permitted within Development Areas (Pods) 3, 4, and 5.
>
> b. A maximum of 46 dwelling units are permitted within the subject properties in the Suburban Land Use Category.

7. Sheet three of the four page Master Concept Plan entitled "Master Concept plan for West Bay Club", formerly Estero Pointe RPD, stamped received by the permit counter on August 27, 2004, attached hereto as **Exhibit C**, is amended by adding and deleting language as follows:

> An overall maximum of five (5) high-rise buildings may be located within multiple-family Development Areas (Pods) 3, 4, and 5.

B. DEVIATIONS:

No additional deviations have been requested as part of the zoning action. All Deviations, except Deviation 9, approved by Resolution Z-96-005 remain in full force and effect. Deviation 9 is revised as follows:

> Deviation 9 requests relief from LDC Section 34-935(f)(3)(e), which limits the height of buildings in the RPD zoning category within the Outlying Suburban land use category to 45 feet, to allow 20 stories over parking for Development Areas (Pods) 2, 3, 4 and 5. The Hearing Examiner recommends APPROVAL of this Deviation, subject to the following conditions:
>
> a. Development Area (Pod) 2 is limited to a maximum height of 75 feet.
>
> b. Development Areas (Pods) 3, 4, and 5 are limited to a maximum height of 220 feet and are further limited to a combined total of five (5) multi-family high-rise buildings and 24 low-rise villa units for a combined total of 630 dwelling units: a maximum of two high-rise buildings on Development Areas (Pods) 3 and 4, and 24 low-rise villa units in Development Area (Pod) 3 only; and a maximum of one high-rise building on Development Area (Pod) 5.
>
> c. Development Areas (Pods) 3 and 4 must provide a minimum of 35 percent open space.
>
> d. Development Area (Pod) 5 is limited to one multi-family high-rise building and must provide a minimum of 60 percent open space.
>
> e. Ninety (90) percent of the required parking in multiple-family Development Areas (Pods) 3, 4, and 5 must be provided under the principal building structure to limit the impacts of impervious areas created by open parking lots.
>
> f. All buildings over 45 feet in height must be set back an additional one-half foot for every foot of height over 45 feet along the external development perimeter.

IV. HEARING EXAMINER DISCUSSION:

This is a request to rezone and amend the existing 866-acre West Bay Club RPD (Residential Planned Development) to add a 1.6-acre parcel, zoned AG-2, to the southeast quadrant, and to change the residential dwelling unit type and use on Development Area (Pod) 3 from single-family to multi-family high-rise units. The subject property is located at the west end of Williams Road, and is abutted by Estero Bay on the west, Estero River on the north, Pelican Landing DRI/RPD on the south, and the Pelican Sound RPD and agricultural and residential uses on the east. The eastern portion of the site is bisected by Halfway Creek, which connects into the Estero River to the north. It is designated Outlying Suburban, Suburban and Wetlands in the Lee Plan.

The West Bay Club RPD was originally rezoned to RPD in 1996 for development of a golf course community with 1,121 mixed residential dwelling units, having a density of about 1.29 units per acre. Three Development Areas (Pods) were designated on the 1996 Master

Concept Plan for development with six 20-story, multi-family high rises. Of the 866 acres, more than 700 acres (approximately 79 percent of the site) of mangrove wetlands, freshwater wetlands, gopher tortoise habitat, upland habitat, wildlife corridor, and other open space was set aside and/or preserved, leaving less than 166 acres for development with the golf course community. The original approval has been amended at least twice over the past eight years: the first amendment (1998) changed the distribution of dwelling units in the Outlying Suburban and Suburban land use categories; and the second amendment (2000) changed the high-rise, multi-family use on only one of the three high rise development areas (Development Area (Pod) 3) to allow development with 13 single-family residential uses. The multi-family high rise use on the remaining two (Development Areas (Pods) 4 and 5) were not changed.

The current Applicant became the owner of the subject property in 2003-2004, and began making revisions and improvements to the golf course and other amenities on the site to upgrade and improve the project. They quickly determined that, given the extent of preserved lands and the high costs of the long term maintenance of the golf course and other amenities, the high-rise residential use on Development Area (Pod) 3 was necessary for the economic viability of the project.

Applicant filed the request, in 2004, to amend the existing RPD to change the residential uses on Development Area (Pod) 3 from the single-family use allowed in the 2000 amendment to the originally requested multi-family, high-rise use. Applicant also owned some lands outside the RPD boundaries which abutted a nursery use, and that property owner owned the 1.6-acre parcel "inside" the RPD boundaries. Applicant and that adjacent property owner "swapped" those parcels, which now allowed the incorporation of the 1.6-acre parcel into the RPD boundaries and development plans. When Applicant filed the application to amend the uses on Development Area (Pod) 3, they also requested the rezoning of the 1.6-acre parcel for development with four single-family dwelling units.

After meetings with the other residents of the RPD, Applicant agreed to reduce the number of high rise buildings from six to five and the total number of dwelling units from 1,121 to 1,016, resulting in a new density of 1.17 units per acre. Under that agreement, Development Areas (Pods) 3 and 4 will have two high rise buildings each, and Development Area (Pod) 5 will have one building. Applicant also proposes to develop 24 low rise villa units on Development Area (Pod) 3, which is the larger of the three high rise parcels. Over 90 percent of the parking will be beneath the building to protect the abutting environmentally sensitive areas from the untreated run-off associated with open parking lots.

Applicant's traffic assessment found that the conversion of the 13 single-family dwelling units on Development Area (Pod) 3 back to multi-family dwelling units would reinstate the amount of traffic originally approved in the 1996 rezoning. The addition of the 1.6-acre parcel (four dwelling units) would slightly increase the number of external trips, but it would not be sufficient to adversely impact the capacity or level of service on Williams Road.

Applicant acknowledged that there were already problems at the intersection of U.S. 41 and Williams Road caused by the number of vehicles using Williams Road to access their homes and the commercial developments on each corner of that intersection. They conceded that the RPD had a sales center in the south corner, but stressed, and Staff agreed, that those existing impacts could not be attributed to the requested changes to their RPD. Thus, those impacts were not "site-related" for purposes of correction or mitigation, and did not require any actions or funding by Applicant for the approval of this RPD amendment. Nevertheless,

Applicant was willing to work with the other commercial property owners and with Lee County to resolve some of the existing problems by, possibly, donating a strip of land along their Williams Road right-of-way for the widening and reconfiguration of the Williams Road intersection.

Applicant's plans for hurricane preparation and evacuation had not really changed since the project was originally approved in 1996. They intended to use their clubhouse as a hurricane shelter, and pointed out that the available shelter space had increased since 1996. The Germain (fka Teco Arena) - a large designated shelter site - is less than 5 miles from the subject property, and was not there when the RPD was approved in 1996. In addition, the School District is building or improving two local schools that will be used as hurricane shelters. Thus, there was available shelter space on, or in close proximity to, the subject property, and they would also be paying the all hazards fees for each unit that could be used toward providing shelters.

No new Deviations were requested in this amendment, but Deviation 9 was amended to include the 20-story height, over parking, of the two high rise buildings and the 24 low rise villas for Development Area (Pod) 3. When the single-family uses were approved for Development Area (Pod) 3, that Development Area was deleted from Deviation 9.

Staff recommended approval, with conditions, of the requested RPD amendment and the RPD rezoning of the 1.6-acre tract, finding that the request, as conditioned, was consistent with the Lee Plan and the Land Development Code, and would be compatible with the other residential uses within the RPD, and with the mixture of residential and agricultural uses surrounding the RPD. They also found that the request, as conditioned, would not be detrimental or injurious to the persons or properties in the area, and would protect the environmentally sensitive areas on and abutting the site.

Staff also recommended approval of the revisions to Deviation 9, finding that the increased height of the buildings, the parking beneath the structures, and the limitation to two high rise buildings would enhance the objective of the planned development, and would protect the public health, safety and welfare, as well as the environmentally sensitive lands on and abutting the subject property.

Several members of the public and residents of the RPD attended the public hearing. The majority of the speakers were in favor of the conversion back to the multi-family high rises on Development Area (Pod) 3, but complained about the existing traffic situation at the intersection of U.S. 41 and Williams Road. They understood that the conversion was not creating the problem, but argued that the trips associated with the two high rise buildings and the 24 villas on Development Area (Pod) 3 would contribute to the problem.

However, at least two of the property owners/residents of the RPD and one adjacent property owner objected to the conversion, asserting that their property values and quality of life would be affected by the high rise buildings on Development Area (Pod) 3. They indicated that those two high rises would block the afternoon sun and the sunsets from their residences. They disputed whether the two high rises in Development Area (Pod) 3 were necessary for the economic viability of the RPD, and wanted that development site to remain in single-family uses.

The undersigned Hearing Examiner concurs with Staff's analysis, findings, and recommendation of approval, with conditions, finding that the request, as conditioned, meets the criteria for approval set out in LDC Section 34-145, and is consistent with the intent of the Lee Plan and the Land Development Code. She also finds that the proposed uses will be consistent and compatible with the approved and existing mixture of residential uses within the RPD, and the existing mixture of agricultural and residential uses in the area surrounding the subject property.

She finds that the request, as conditioned, will not adversely impact the abutting environmentally sensitive areas, and will not result in a significant increase, over the traffic initially approved in 1996, on Williams Road or U.S. 41. She also stresses that the conditions at the intersection of U.S. 41 and Williams Road are already existing, and will not be significantly impacted by the proposed amendment to the RPD. Thus, the situation is not "site related" and is not the responsibility of Applicant to resolve as a condition of approval of the requested amendment. For that reason, no conditions requiring Applicant to resolve the existing intersection problems are recommended and none were imposed in this case.

It is the opinion of the Hearing Examiner that the conditions imposed herein are reasonably related to the impacts anticipated from the proposed uses, and, with other regulations, will safeguard the public's interests.

It is also the Hearing Examiner's opinion that the revision to Deviation 9, as conditioned, will enhance the objective and environmental protections of the planned development, and will protect and promote the public health, safety and welfare.

V. FINDINGS AND CONCLUSIONS:

Based upon the Staff Report, the testimony and exhibits presented in connection with this matter, the undersigned Hearing Examiner makes the following findings and conclusions:

A. That the Applicant has proved entitlement to this request, as conditioned, by demonstrating compliance with the Lee Plan, the Land Development Code, and other applicable codes or regulations.

B. That the request, as conditioned, will meet or exceed all performance and locational standards set forth for the potential uses allowed by the request.

C. That the request, as conditioned, is consistent with the densities, intensities and general uses set forth in the Lee Plan.

D. That the request, as conditioned, is compatible with existing or planned uses in the West Bay Club RPD and the surrounding area.

E. That approval of the request, as conditioned, will not place an undue burden upon Williams Road or U.S. 41, and the development will be served by streets with the capacity to carry traffic it generates.

F. That the request, as conditioned, will not adversely affect environmentally critical areas and natural resources.

G. That the proposed uses, as conditioned, are appropriate at the subject location.

H. That the recommended conditions to the Master Concept Plan are reasonably related to the impacts anticipated from the proposed development, and, with other regulations, will provide sufficient safeguard to the public interest.

I. That the revision to Deviation 9, as conditioned, will enhance the objective of the proposed development, and will promote the protection of the public health, safety and welfare.

J. That urban services, as defined in the Lee Plan, are, or will be, available and adequate to serve the proposed land use.

VI. LIST OF EXHIBITS:

Master Concept Plan, four pages, dated April 6, 2004, prepared by Johnson Engineering, date stamped "Received August 27, 2004 Permit Counter"

STAFF'S EXHIBITS

1 Staff Report, published and dated January 18, 2005, four pages, in reference to DCI2004-00046

Résumés of Lee County Staff are on file with the Hearing Examiner's Office and are incorporated herein.

APPLICANT'S EXHIBITS

1 Composite exhibit consisting of 10 pages, all [11" x 17"], consisting of the Master Concept Plan for West Bay Club RPD (formerly Estero Pointe RPD), 4 pages, first page dated April, 2004, second, third and fourth pages dated April 6, 2004, all printed January 12, 2005, an artist's rendering (color), an aerial map, entitled "West Bay Club Lee County, Florida Rezoning Exhibit Aerial Map", dated January 12, 2005 (color), an aerial map, entitled "West Bay Club Westlake Court (Pod 3) Lee County, Florida Rezoning Exhibit Aerial Map, dated January 12, 2005, noted aerial image is from DigiAir dated December 2004 (color), an artist's rendering entitled "West Bay Club, Estero Florida, West Lake Court" (color), an artist's rendering entitled "West Bay Club, Estero, Florida, Orchid Bay, dated January 14, 2005 (color), an aerial map, entitled "West Bay Club, Laurel Oaks (Pod 9A), Lee County, Florida, Rezoning Exhibit Aerial Map" dated January 12, 2005, noted aerial image is from DigiAir, dated December 2004 (color)

2 Composite exhibit of eight pages, all [8 ½" x 11"] all labeled "NGF", consisting of the title page, called "Member Attitude & Perception Study", prepared for: West Bay Club, dated January 5, 2004, page 3, entitled "Research Overview", page 4, labeled entitled "Executive Summary", page 5, entitled "Executive Summary (cont.)", page 6, entitled "Executive Summary (cont.)", page 7, entitled "Executive Summary (cont.)", page 8, entitled "Executive Summary (cont.)", page 46, entitled "Support for Multi-Family Residential Towers"

3 Composite of 28 pages, all [8½" x 11"], consisting of 25 forms entitled "West Bay Club Resident Letter of Support" and 3 e-mails in reference to support.

Résumés of Applicant's consultants are on file with the Hearing Examiner's Office and are incorporated herein.

OTHER EXHIBITS

Parker

1 Letter from West Bay Club Property Owner's Association, Inc., dated January 18, 2005, unsigned by William B. Parker, President.

VII. PRESENTATION SUMMARY:

See Official Court Reporter Transcript

VIII. OTHER PARTICIPANTS AND SUBMITTALS:

ADDITIONAL APPLICANT'S REPRESENTATIVES:

1. Gary Chensoff, c/o West Bay Club Development Corporation, 22050 South Tamiami rail, Estero, Florida 33928

2. Laura Herrero, c/o Johnson Engineering, Inc., 2158 Johnson Street, Fort Myers, Florida 33902

3. Dana Hume, c/o Johnson Engineering, Inc., 2158 Johnson Street, Fort Myers, Florida 33902

4. Stephanie Keyes, c/o Johnson Engineering, Inc., 2158 Johnson Street, Fort Myers, Florida 33902

5. Jeff Mangan, c/o West Bay Club Development Corporation, 22050 South Tamiami Trail, Estero, Florida 33928

6. Patricia Newton, c/o Johnson Engineering, Inc., 2158 Johnson Street, Fort Myers, Florida 33902

7. George Swartz, David Plummer & Associates, 1531 Hendry Street, Fort Myers, Florida 33901

ADDITIONAL COUNTY STAFF:

1. Andy Getch, Department of Transportation, P. O. Box 398, Fort Myers, Florida 33902

2. Dawn E. Perry-Lehnert, Assistant County Attorney, P. O. Box 398, Fort Myers, Florida 33902

3. Kim Trebatoski, M.S., Principal Environmental Planner, P. O. Box 398, Fort Myers, Florida 33902

PUBLIC PARTICIPATION:

A. THE FOLLOWING PERSONS TESTIFIED OR SUBMITTED EVIDENCE FOR THE RECORD AT THE HEARING (SEE SECTION VII.):

For:

1. Bernard M. Cunningham, 20480 Chapel Trace, Estero, Florida 33928
2. Albert O'Donnell, 4291 Williams Road, Estero, Florida 33928
3. Bill Parker, 20450 Chapel Trace, Estero, Florida 33928

Against:

1. William R. Glatz, 19960 Chapel Trace, Estero, Florida 33928
2. Warren Patterson, 2862 Manchester Road, Shaker Heights, Ohio 44122
3. Richard Woodburn, 4958 Riverside Drive, Estero, Florida 33928

General:

1. Donald Eslick, 23650 Via Veneto #604, Bonita Springs, Florida 34134
2. David H. Guenther, 20001 Chapel Trace, Estero, Florida 33928
3. Carl Hoke, 22625 Forest View Drive, Estero, Florida 33928
4. Sissel Robertson, 4401 Williams Road, Estero, Florida 33928
5. Greg Toth, 12651 McGregor Boulevard #4-403, Fort Myers, Florida 33919
6. Donald Vilnius, 22199 Natures Cove Court, Estero, Florida 33928

B. THE FOLLOWING PERSONS SUBMITTED A LETTER/COMMENT CARD, OR OTHERWISE REQUESTED A COPY OF THE HEARING EXAMINER RECOMMENDATION:

For:

1. Marvin and Wanda Silver, 22001 Red Laurel Lane, Estero, Florida 33928

Against:

1. William J. Watts, 19017 Ridgepointe Drive, Estero, Florida 33928

General:

1. Daniel E. Besser, 4931 Riverside Drive, Estero, Florida 33928

2. Robert J. Brice, 5070 Indigo Bay Boulevard, Unit 102, Estero, Florida 33928

3. Stewart B. Robertson, 4401 Williams Road, Estero, Florida 33928

4. Richard J. Steele, 20918 Island Sounc Circle #201, Estero, Florida 33928

5. Robert J. Wilson, 9716 Bay Harbor Circle, Unit 203, Fort Myers, Florida 33919

IX. LEGAL DESCRIPTION:

See Exhibit A (scanned legal description).

X. UNAUTHORIZED COMMUNICATIONS:

Unauthorized communications shall include any direct or indirect communication in any form, whether written, verbal or graphic, with the Hearing Examiner, or the Hearing Examiner's staff, any individual County Commissioner or their executive assistant, by any person outside of a public hearing and not on the record concerning substantive issues in any proposed or pending matter relating to appeals, variances, rezonings, special exceptions, or any other matter assigned by statute, ordinance or administrative code to the Hearing Examiner for decision or recommendation. . . . [Administrative Code AC-2-5]

No person shall knowingly have or attempt to initiate an unauthorized communication with the Hearing Examiner or any county commissioner [or their staff]. . . . [LDC Section 34-52(a)(1), emphasis added]

Any person who knowingly makes or attempts to initiate an unauthorized communication . . . [may] be subject to civil or criminal penalties which may include: [Section 34-52(b)(1), emphasis added]

Revocation, suspension or amendment of any permit variance, special exception or rezoning granted as a result of the Hearing Examiner action which is the subject of the unauthorized communication. [LDC Section 34-52(b)(1)b.2.]; OR

A fine not exceeding $500.00 per offense, by imprisonment in the county jail for a term not exceeding 60 days, or by both such fine and imprisonment. [LDC Section 1-5(c)]

XI. HEARING BEFORE LEE COUNTY BOARD OF COUNTY COMMISSIONERS:

A. This recommendation is made this 22nd day of February, 2005. Notice or copies will be forwarded to the offices of the Lee County Board of County Commissioners.

B. The original file and documents used at the hearing will remain in the care and custody of the Department of Community Development. The documents are available for examination and copying by all interested parties during normal business hours.

C. The Board of County Commissioners will hold a hearing at which they will consider the record made before the Hearing Examiner. The Department of Community Development will send written notice to all hearing participants of the date of this hearing before the Board of County Commissioners. Only participants, or their representatives, will be allowed to address the Board. The content of all statements by persons addressing the Board shall be

strictly limited to the correctness of Findings of Fact or Conclusions of Law contained in the recommendation, or to allege the discovery of relevant new evidence which was not known by the speaker at the time of the earlier hearing before the Hearing Examiner and not otherwise disclosed in the record.

D. The original file containing the original documents used in the hearing before the Hearing Examiner will be brought by the Staff to the hearing before the Board of County Commissioners. Any or all of the documents in the file are available on request at any time to any County Commissioner.

XII. COPIES OF TESTIMONY AND TRANSCRIPTS:

A verbatim transcript of the testimony presented at the hearing can be purchased from the court reporting service under contract to the Hearing Examiner's Office. The original documents and file in connection with this matter are located at the Lee County Department of Community Development, 1500 Monroe Street, Fort Myers, Florida.

DIANA M. PARKER
LEE COUNTY HEARING EXAMINER
1500 Monroe Street, Suite 218
Post Office Box 398
Fort Myers, Florida 33902-0398
Telephone: 239/479-8100
Facsimile: 239/479-8106

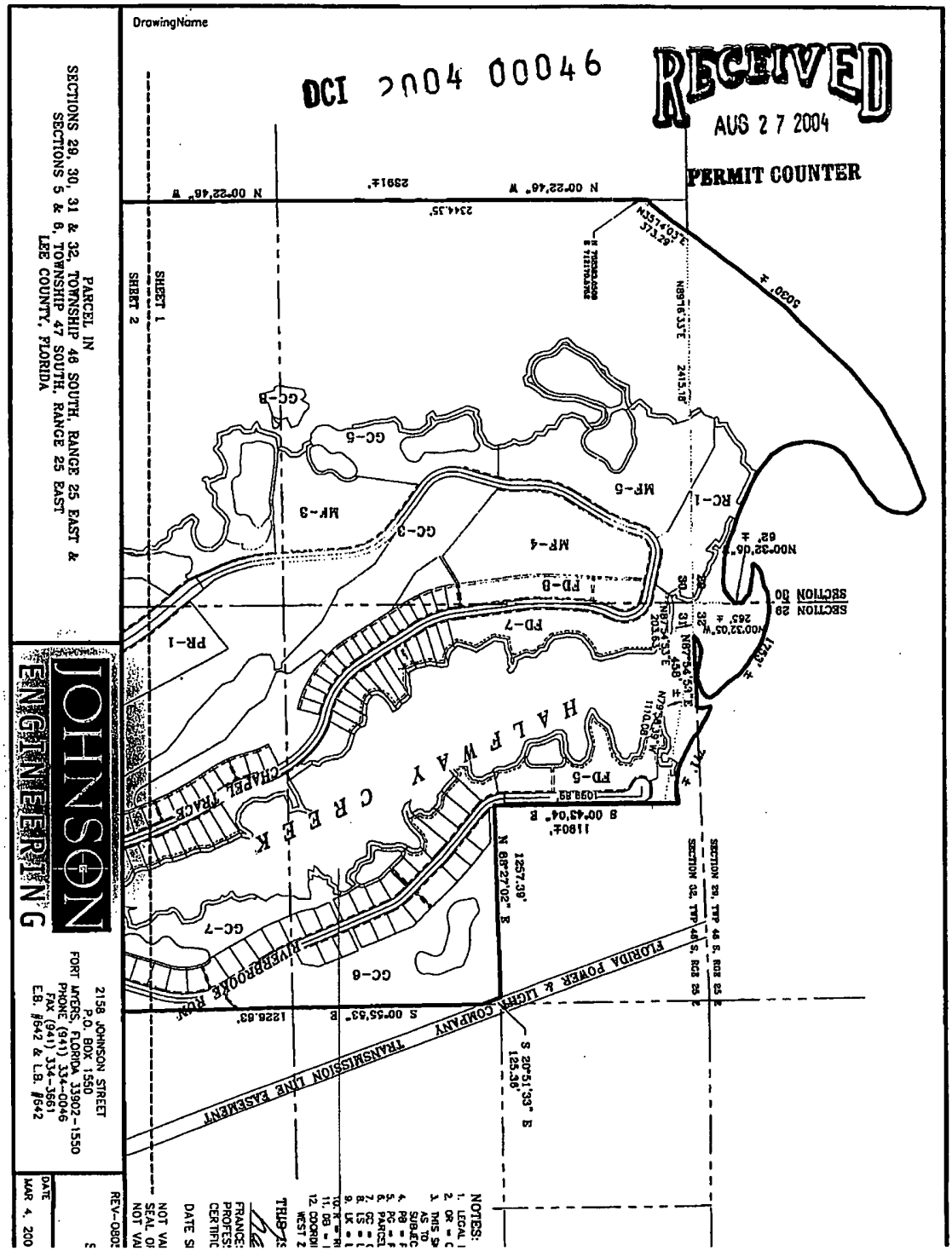
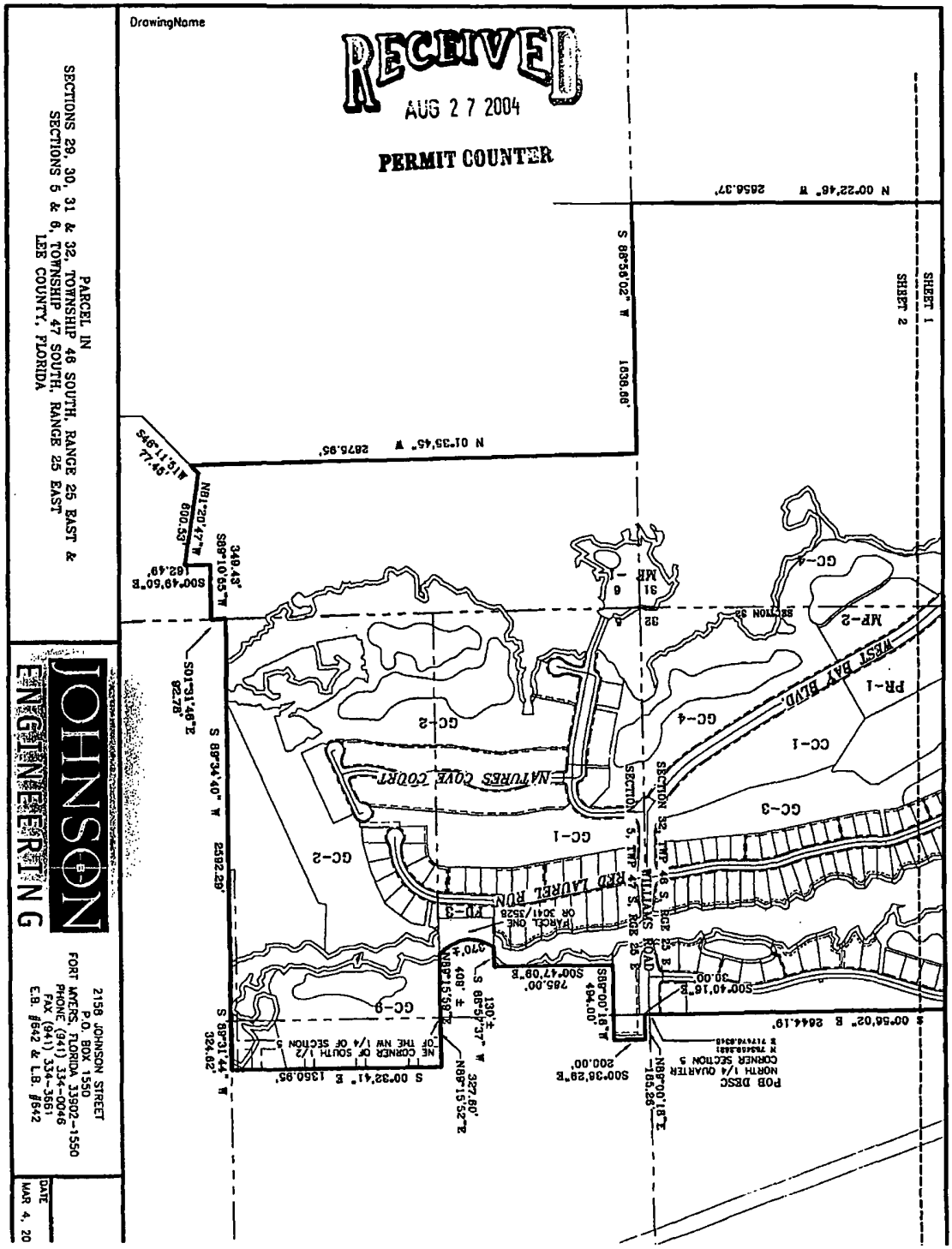

DrawingName
DCI 2004 00046
RECEIVED
AUG 2 7 2004
PERMIT COUNTER
PARCEL IN
SECTIONS 29, 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST &
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA
SHEET 1
SHEET 2
JOHNSON ENGINEERING
2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (941) 334-0046
FAX (941) 334-3661
E.B. #642 & L.B. #642
HALFWAY CREEK
CHAPEL TRACE
RIVERBROOKE ROW
FLORIDA POWER & LIGHT COMPANY
TRANSMISSION LINE EASEMENT
SECTION 29, TWP 46 S, RGE 25 E
SECTION 32, TWP 46 S, RGE 25 E
SECTION 30
SECTION 29
PR-1
FD-7
FD-8
FD-5
MF-3
MF-4
MF-5
MF-6
GC-5
GC-6
GC-7
GC-8
RC-1
N 00°22'46" W
2591.4'
2344.35'
N 89°16'33" E
2415.16'
5020' ±
N 00°32'05" W
263' ±
1730' ±
N 87°54'50" E
1258.56'
S 00°43'04" E
1180.4'
1098.85'
N 88°27'02" E
1257.39'
S 00°55'53" E
1226.63'
S 20°51'33" E
125.36'
NOTES:
DATE
MAR 4, 200
REV-080

EXHIBIT A

S:\04440\04440403-dztzch-8X11.dwg, 8/3/2004 3:17:32 PM, FLS

DCI 2004 00046



RECEIVED
AUG 27 2004
PERMIT COUNTER
DCI 2004 00046

DESCRIPTION

WEST BAY CLUB
PARCEL IN
SECTIONS 29, 30, 31 & 32, TOWNSHIP 46 SOUTH RANGE 25 EAST &
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND BEING ALL OF WEST BAY CLUB, A SUBDIVISION, AS RECORDED IN PLAT BOOK 62 AT PAGES 79 THROUGH 111 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND ALL OF PARCEL ONE AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORD BOOK 3041 AT PAGE 3528 OF SAID PUBLIC RECORDS, LYING IN SECTIONS 29, 30, 31 AND 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST AND SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST LEE, COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 5, BEING A POINT ON THE CENTERLINE OF WILLIAMS ROAD (60.00 FEET WIDE); THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG THE BOUNDARY OF SAID WEST BAY CLUB: SOUTH 00° 40' 16" EAST FOR 30.00 FEET;
NORTH 89° 00' 18" EAST FOR 165.26 FEET;
SOUTH 00° 36' 29" EAST FOR 200.00 FEET;
SOUTH 89° 00' 18" WEST FOR 494.00 FEET;
SOUTH 00° 47' 09" EAST FOR 765.00 FEET;
SOUTH 88° 57' 37" WEST FOR 130 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF HALFWAY CREEK; THENCE DEPARTING SAID BOUNDARY OF WEST BAY CLUB RUN SOUTHERLY ALONG SAID MEAN HIGH WATER LINE FOR 370 FEET, MORE OR LESS TO AND INTERSECTION WITH SAID BOUNDARY OF WEST BAY CLUB; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID BOUNDARY:
NORTH 89° 15' 59" EAST FOR 409 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF THE SOUTH HALF (S-1/2) OF THE NORTHWEST QUARTER (NW-1/4) OF SAID SECTION 5;
NORTH 89° 15' 52" EAST FOR 327.60 FEET;
SOUTH 00° 32' 41" EAST FOR 1,350.95 FEET;
SOUTH 89° 31' 44" WEST FOR 324.62 FEET;
SOUTH 89° 34' 40" WEST FOR 2,592.29 FEET;
SOUTH 01° 31' 48" EAST FOR 92.78 FEET;
SOUTH 89° 10' 55" WEST FOR 349.43 FEET;
SOUTH 00° 49' 50" EAST FOR 162.49 FEET;
NORTH 81° 20' 47" WEST FOR 600.53 FEET;
SOUTH 46° 11' 51" WEST FOR 77.45 FEET;
NORTH 01° 35' 45" WEST FOR 2,875.95 FEET TO AN INTERSECTION WIT THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE-1/4) OF SAID SECTION 31;
SOUTH 88° 58' 02" WEST ALONG SAID SOUTH LINE AND ALONG SAID BOUNDARY LINE FOR 1,638.66 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 31;
NORTH 00° 22' 46" WEST ALONG THE NORTH/SOUTH QUARTER SECTION LINE FOR 2,656.37 FEET TO THE CENTER OF SAID SECTION 31; THENCE CONTINUE NORTHERLY ALONG SAID NORTH/SOUTH QUARTER SECTION LINE, FOR A DISTANCE OF 2,391 FEET, MORE OR LESS TO THE WATERS OF THE ESTERO RIVER; NORTHEASTERLY, SOUTHEASTERLY, SOUTHWESTERLY, SOUTHERLY, SOUTHEASTERLY AND NORTHEASTERLY ALONG SAID WATERS FOR 5,030 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE EAST LINE OF THE SOUTHEAST QUARTER (SE-1/4) OF SAID SECTION 30, TOWNSHIP 46 SOUTH, RANGE 25 EAST; NORTH 00° 32' 05" WEST ALONG SAID EAST LINE FOR 62 FEET, MORE OR LESS TO SAID WATERS OF THE ESTERO RIVER; THENCE RUN WESTERLY, NORTHERLY; EASTERLY, SOUTHEASTERLY; SOUTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG SAID WATERS FOR 1,753 FEET, MORE OR LESS TO AN INTERSECTION WITH THE NORTH LINE OF SECTION 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST; NORTH 87° 54' 53" EAST ALONG SAID NORTH LINE FOR 458 FEET, MORE OR LESS TO SAID WATERS; THENCE RUN NORTHERLY AND SOUTHEASTERLY ALONG SAID WATERS FOR 771 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF SAID PLAT; SOUTH 00° 43' 04" EAST FOR 1,190 FEET, MORE OR LESS; NORTH 88° 27' 02" EAST FOR 1,257.39 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF A FLORIDA POWER AND LIGHT COMPANY TRANSMISSION LINE EASEMENT (100 FEET WIDE) AS DESCRIBED BY DEED RECORDED IN DEED BOOK 227 AT PAGE 261 OF SAID PUBLIC RECORDS;
SOUTH 20° 51' 33" EAST ALONG SAID SOUTHWESTERLY LINE FOR 125.36 FEET TO AN INTERSECTION WITH THE NORTH/SOUTH QUARTER SECTION LINE OF SAID SECTION 32;
SOUTH 00° 55' 53" EAST ALONG SAID QUARTER SECTION LINE FOR 1,226.63 FEET; SOUTH 00° 56' 02" EAST ALONG SAID NORTH/SOUTH QUARTER SECTION LINE FOR 2,644.19 FEET TO THE POINT OF BEGINNING.
PARCEL CONTAINS 866 ACRES, MORE OR LESS.

BEARINGS HEREIN ABOVE MENTIONED ARE BASED ON THE EAST LINE OF THE SOUTHWEST QUARTER (SW-1/4) OF SECTION 32 TO BEAR SOUTH 00° 56' 02" EAST.

Drawingname

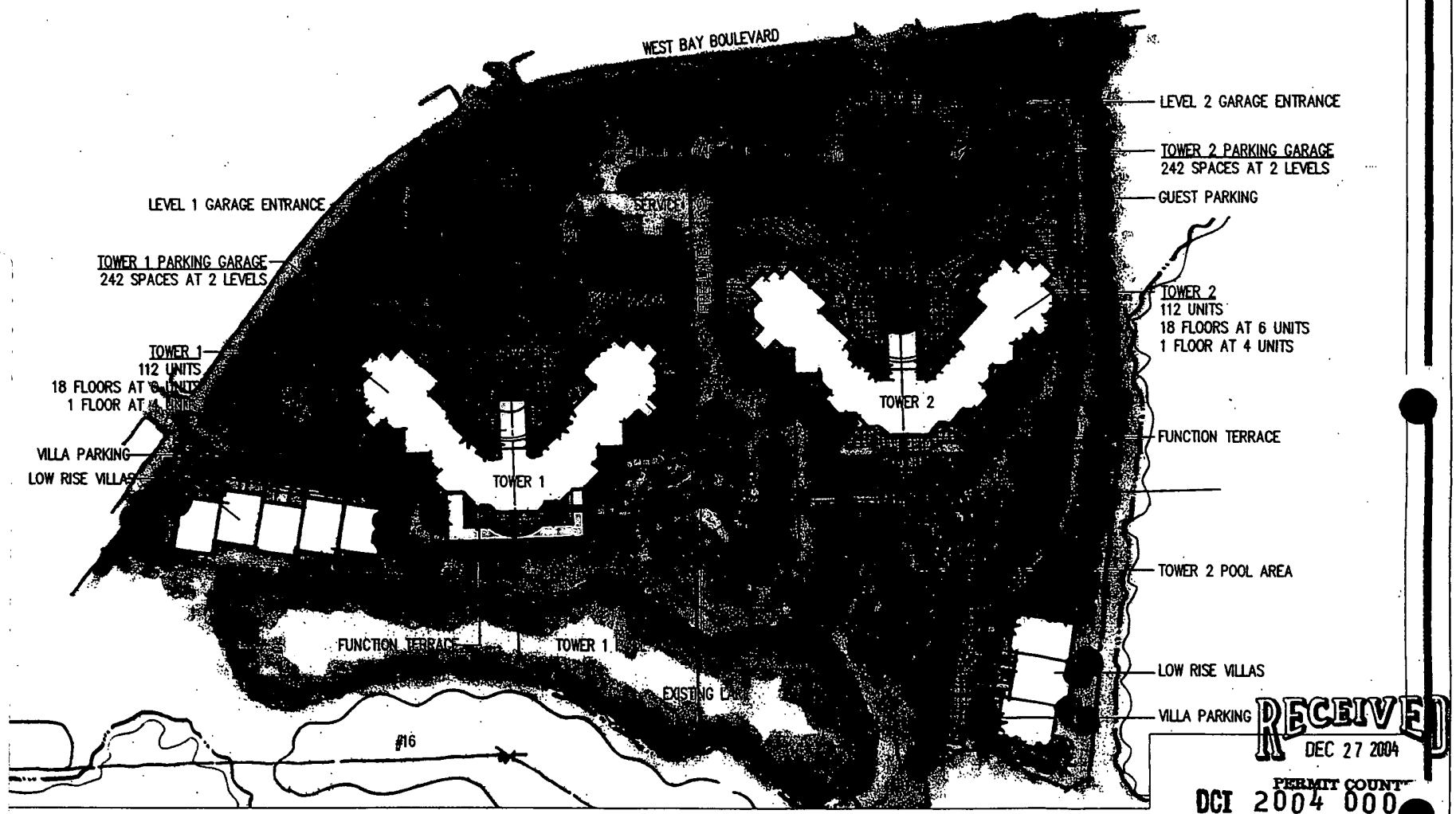
PARCEL IN
SECTIONS 29, 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST &
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

JOHNSON ENGINEERING
2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (941) 334-0046
FAX (941) 334-3661
E.B. #642 & L.B. #642

DATE
MAR 4, 200

S:\044010\044103-dwgs\044103-SK11.dwg, 8/9/2004 3:17:24 PM, PJS

EXHIBIT B



RECEIVED
DEC 27 2004
PERMIT COUNTER
DCI 2004 000

WEST BAY CLUB

Estero, Florida

WEST LAKE COURT

WEST BAY CLUB
The beauty never fades.

NORTH
0 20' 40' 80' 120'

EDSA
1512 E. Broward Blvd., Suite 110
Fort Lauderdale, FL 33301
www.edsaplan.com
planners landscape architects
graphic designers

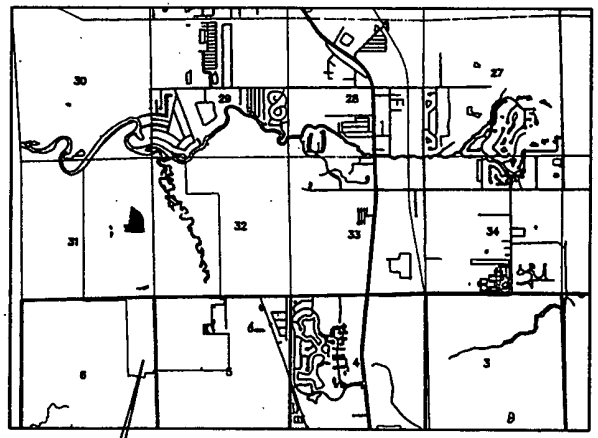
MASTER CONCEPT PLAN
FOR
WEST BAY CLUB RPD
(FORMERLY ESTERO POINTE RPD)

SECTIONS 29/30/31/32, TOWNSHIP 46 S., RANGE 25 E.
SECTIONS 5/6, TOWNSHIP 47 S., RANGE 25 E.
BONITA SPRINGS, LEE COUNTY, FLORIDA

EXHIBIT C

INDEX OF PLANS

SHEET NO.	DESCRIPTION
1	COVER
2	MASTER CONCEPT PLAN
3	DOCUMENTATION, SOILS & FLUCFCS



LOCATION MAP

0 2000 4000
SCALE IN FEET

APRIL, 2004

APPLICANT

WEST BAY CLUB DEVELOPMENT CORPORATION
4600 WEST BAY BOULEVARD
ESTERO, FLORIDA 33928
PHONE (239) 498-7770
FAX (239) 498-7771

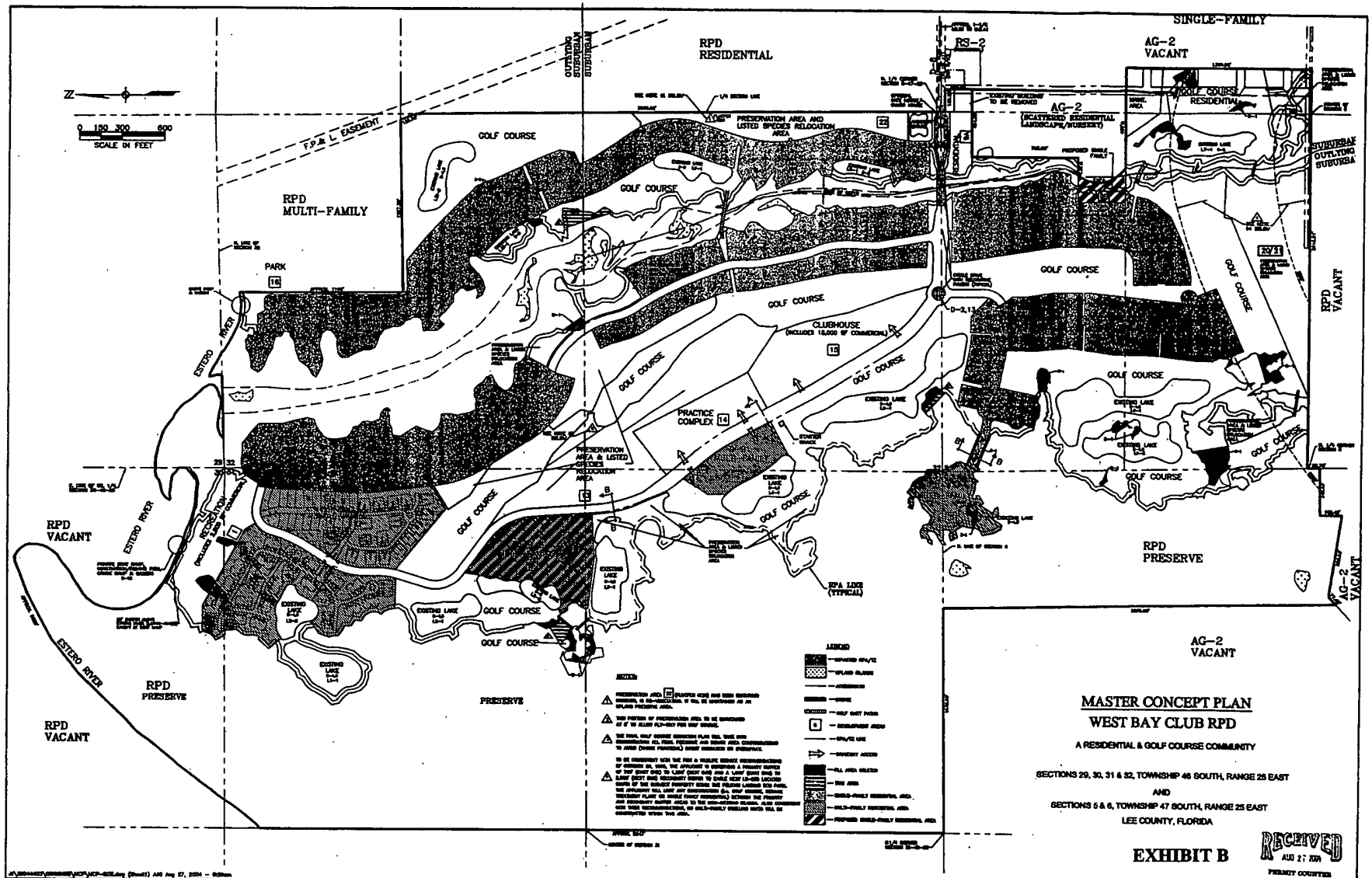
JOHNSON ENGINEERING

2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

RECEIVED
AUG 27 2004
PERMIT COUNTER

DCI2004-00046

SHEET 1



MASTER CONCEPT PLAN
WEST BAY CLUB RPD

A RESIDENTIAL & GOLF COURSE COMMUNITY

SECTIONS 29, 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST
AND
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

EXHIBIT B

RECEIVED
AUG 27 2004
PERMIT COUNTER

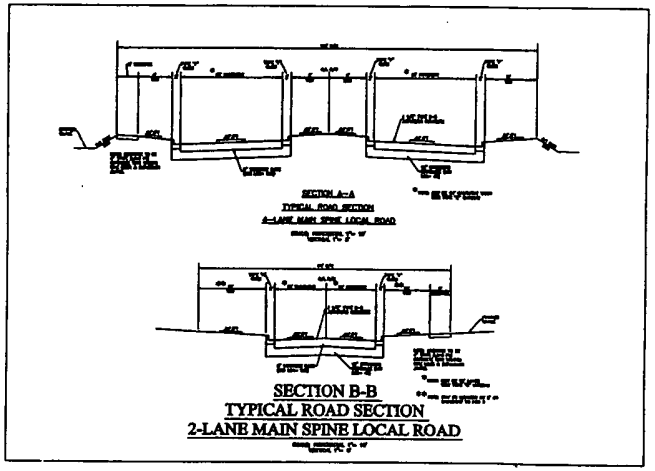
REVISIONS

WEST BAY CLUB RPD
LEE COUNTY, FLORIDA

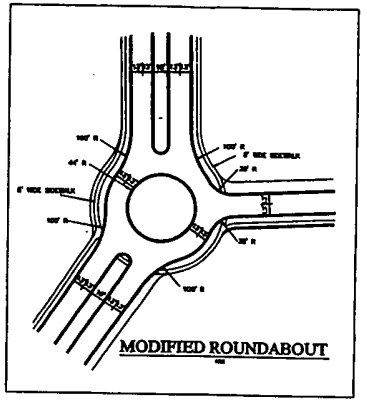
JOHNSON ENGINEERING
2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-2046
FAX (239) 334-3661
E.B. #642 & L.B. #642

MASTER CONCEPT PLAN
DCI2004-00045

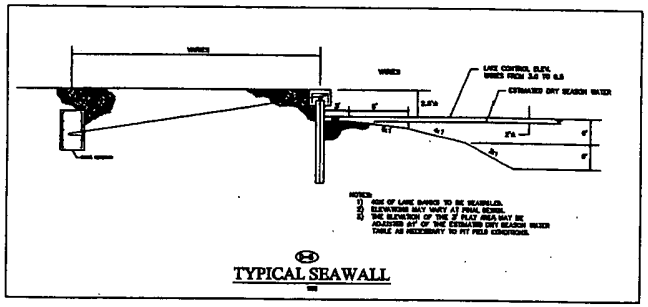
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
04/08/04	20044403	29-46-25	1" = 300'	1



SECTION B-B
TYPICAL ROAD SECTION
2-LANE MAIN SPINE LOCAL ROAD



MODIFIED ROUNDABOUT



TYPICAL SEAWALL

EXHIBIT B

RECEIVED
AUG 27 2004
PERMIT COUNTER

REVISIONS			

WEST BAY CLUB
LEE COUNTY, FLORIDA

JOHNSON ENGINEERING

2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

DOCUMENTATION
DCI2004-00046

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
04/08/04	20044603	23-46-25	As Shown	4

	Minimum Lot			Minimum Setback								
	Area (s.f.)	Depth (feet)	Width (feet)	Side (feet)	Rear (feet)	Road (feet)	Water Body (feet)	Maximum Height (feet)	Number of Habitable Floors	Minimum Bldg. Separation	Subdivision	Condo
RESIDENTIAL												
Single Family	5,500	100	55	5	10	20	20	45	3	10	Yes	Yes
Two Family Attached	5,000	100	50		15	20	20	45	3	15	Yes	Yes
1st Side				0								
2nd Side				7.5								
Zero Lot Line	4,500	80	45		15[3] [4]	15	20	45	3	4	Yes	Yes
1st Side				0								
2nd Side				4								
Townhouse	2,800	80	35		20	20	20	45	3	[5] Duplex Separation: 20	Yes	Yes
1st Side				0								
2nd Side				0 or 10								
MULTI-FAMILY												
Ground Level	10,000	100	100		20	20	25	45	3	20		Yes
Mid-Rise	10,000	100	100		20	20	25	75	7	20		Yes
High-Rise	10,000	100	100		20	20	25		20*	60		Yes
CLUBHOUSE AREA	40,000	200	200	15	20	20	20	45	2	15	Yes	Yes
PRACTICE COMPLEX	40,000	200	200	15	20	20	20	45	2	15	Yes	Yes

All Housing Types

See LDC Sections 34-1174, 34-1176, 34-2191 and 34-2194 for accessory structure setbacks

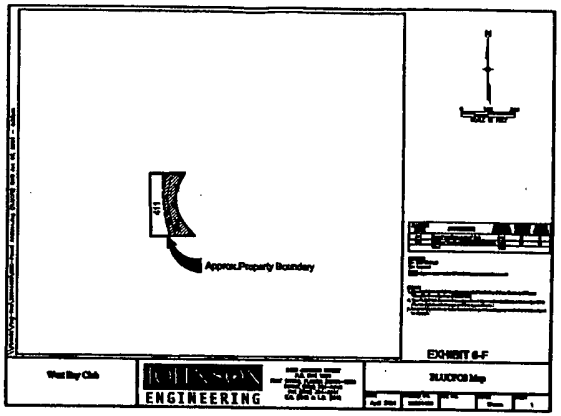
Setbacks for Estero River: 35 feet

* 20 Stories over parking. All buildings over 45 feet shall provide one half foot setback from West Bay Club perimeter property line for every foot of elevation over 45 feet.

An overall maximum of six (6) high-rise buildings may be located within multi-family Pods 3,4 and 5

Mid-rise or ground level buildings can be clustered in multi-family Pods 2,3,4 and 5

[3] Maximum number of attached units: 6



SCHEDULE OF USES

ACCESSORY USES AND STRUCTURES
ACCESSORY APARTMENT (AC)
ADMINISTRATIVE OFFICE (AD)
ATM
BAIT AND TACKLE SHOP
BANKS AND FINANCIAL ESTABLISHMENTS, Group I [Section 34-622(c)(2)]
BARBER SHOP/BEAUTY SALON, Group I, and Group II if limited to hair and manicure services and swimming pool cleaning services, [Section 34-622(c)(3)(b)]
CANOE LAUNCH
CLUBS
COUNTRY (AD)
PRIVATE (AD)
CONSUMPTION ON PREMISES [Section 34-1261]
CONVENIENCE FOOD AND BEVERAGE STORE (AD)
DAY CARE CENTER, CHILD (AD)
DRUGSTORE (AD), PHARMACY (AD)
DWELLING UNIT
SINGLE FAMILY (AD)
TWO-FAMILY ATTACHED (AD)
TOWNHOUSE (AD)
MULTIPLE FAMILY BUILDING (AD)
ZERO LOT LINE (AD)
ENTRANCE GATES AND GATEHOUSE (AD)
FINANCIAL SERVICES (AD)
FINANCIAL SERVICE FACILITIES, ALL GROUPS [Section 34-622(c)(4)(12)]
EXCAVATION - WATER RETENTION
FENCES, WALLS
FOOD AND BEVERAGE SERVICE, LIMITED (AD)
FOOD STORES, Group I [Section 34-622(c)(16)] including a gourmet grocery store
GIFT AND SOUVENIR SHOP (AD)
GOLF COURSE AND ACCESSORY FACILITIES
GOLF DRIVING RANGE AND GOLF TRAINING FACILITY
HELISTOP (AS)
HOME/CRAFT FACILITY (AD)
HOME OCCUPATION
LAUNDRY OR DRY CLEANER [Section 34-622(c)(24)]
MODEL HOME, UNIT, DISPLAY CENTER
PARKS, PRIVATE, Group I [Section 34-622(c)(32)]
PARKING LOT ACCESSORY (AD)
PERSONAL SERVICES, Groups I and II [Section 34-622(c)(33)]
PHARMACY (AD)
POST OFFICE (AD)
PRIVATE BOAT DOCK AND OBSERVATION/FISHING PIER
RECREATIONAL FACILITIES
PERSONAL (AD)
PRIVATE (AD)
REAL ESTATE SALES OFFICE
RESIDENTIAL ACCESSORY USES [Section 34-622(c)(35)]
RESTAURANTS, Groups I, II and III [Section 34-622(c)(36)]
SIGNS - In accordance with Chapter 30 of Land Development Code
SPECIALTY RETAIL SHOPS, Groups I and II [Section 34-622(c)(47)]
TEMPORARY USES
TEMPORARY CONSTRUCTION TRAILER
TEMPORARY SALES CENTER
UNITS OF MEDIUM DENSITY(MD), including those above

OPEN SPACE CALCULATIONS:

REQUIRED OPEN SPACE (69% AC. x 40% = 345.45 AC. (40%)
BONUSUS REDEMPTION = 170.54 AC. (20%)

OPEN SPACE PROVIDED (AC.s) MDE (AC.s)

WETLANDS 267.8
PRESERVATION AREA 12b (Not AC. x 1.42AC/Ac AC= 3.6 AC)(b-4/3 (40/20s) = 4.8
PRESERVATION AREA 1d = 0.8
PRESERVATION AREA 2b/2c= 10.5 AC. x 1.42 (b-4/3 (40/20s) = 14.9
PRESERVATION AREA 2d = 6.7
UPLAND ISLAND PRESERVATION AREAS = 2.1
GOLF COURSE = 222.8
GOLF COURSE BERM = 11.0
UPLAND BUFFER AREAS = 24.5
PARK (AREA 16) = 5.0
LAKES = 44.5
RESIDENTIAL AREA 1 (108 AC. x 30%) =
MULTI-FAMILY POD 3 1 = 12.4 x 1128 =
MULTI-FAMILY POD 3 1 = 9.8 x 1000 =
MULTI-FAMILY POD 4 1 = 4.4 x 2000 =
MULTI-FAMILY POD 5 1 = 6.8 x 2000 =
SINGLE FAMILY POD 5 1 = 26.0 x 1000 =
SINGLE FAMILY POD 7 1 = 24.1 x 1000 =
SINGLE FAMILY POD 8 1 = 24.0 x 1000 =
RESIDENTIAL POD 9, 9A & 9B = 23.2 x 1000 =
RESIDENTIAL POD 10 = 44.0 x 1000 =
MULTI-FAMILY POD 11 & 12 1 = 13.0 x 1000 =
PRACTICE AREA (Pod 14) = 7.0 x 2000 =
CLUBHOUSE SITE (Pod 15) = 11.0 x 1000 =
MAINTENANCE/ GOLF COURSE/
FUTURE RESIDENTIAL (POD 17 & 18) 14.3 x 40% =

TOTAL OPEN SPACE PROVIDED = 708.6 (41%)
TOTAL REMAINING OPEN SPACE PROVIDED = 858.8 (51%)

SITE BREAKDOWN

DESCRIPTION OF AREAS		AREA (IN ACRES)
Wetlands		267.8
Golf Course		222.8
Golf Course Berm		11.0
Upland Buffer Areas		24.4
Lakes		44.7
Pod 1	Recreation Area	11.0
Pod 2	Multi Family	12.4
Pod 3	Multi Family	9.8
Pod 4	Multi Family	4.7
Pod 5	Multi Family	6.8
Pod 6	Reserved	26.3
Pod 7	Reserved	24.1
Pod 8	Reserved	24.0
Pod 9, 9A & 9B	Reserved	23.2
Pod 10	Reserved	44.0
Pod 11/12	Multi Family	13.0
Pod 13	Hotel Preservation	20.0
Pod 14	Practice Area	7.0
Pod 15	Clubhouse	11.0
Pod 16	Park Area	5.0
Pod 17/18	Maintenance Area & Reserved/Golf Course	14.3
Pod 19	Hotel Preservation	5.0
Pod 20/21	Hotel Preservation	13.0
Pod 22	Hotel Preservation	6.3
Pod 23	Hotel Preservation	3.1

TOTAL 896 ACRES

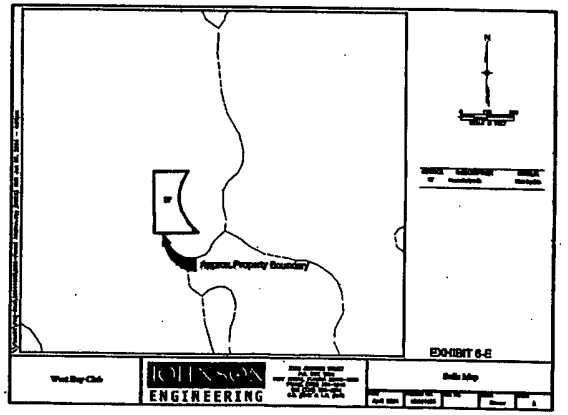


EXHIBIT B

RECEIVED
AUG 27 2004
PERMIT COUNTER

J:\20044403\Zoning\MCP\MCP-DOCUMENTATION.dwg (Sheet1) 8/24 Aug 25, 2004 - 4:02pm

REVISIONS		

WEST BAY CLUB RPD
LEE COUNTY, FLORIDA

JOHNSON ENGINEERING

2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.A. #642

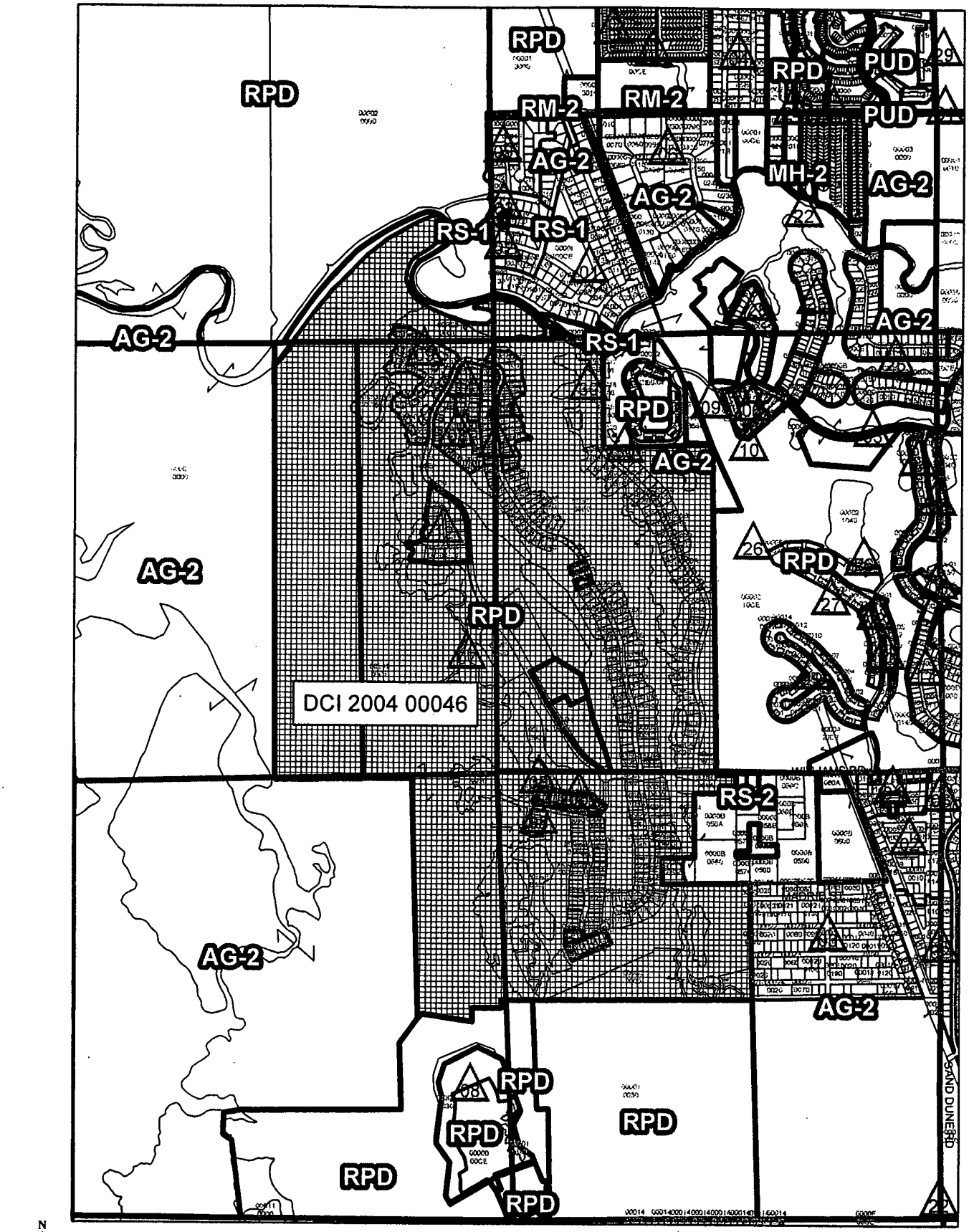
DOCUMENTATION

DCI2004-00046

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
04/08/04	20044403	23-46-23	As Shown	3

●ONING INTAKE MA●

1/4/2005



N
W E
S

Attachment A

1,800 900 0 1,800 Feet

MEMORANDUM
FROM
THE OFFICE OF THE
LEE COUNTY HEARING EXAMINER

RECEIVED
FEB 22 2005
COMMUNITY DEVELOPMENT

DATE: **February 22, 2005**

TO: **Board of County Commissioners**

FROM: **Diana M. Parker**
County Chief Hearing Examiner

RE: **Hearing Examiner Recommendation**

Enclosed you will find the following Hearing Examiner Recommendation:

HEARING DATE: **JANUARY 19, 2005**

DCI2004-00046 **WEST BAY CLUB DEVELOPMENT CORPORATION, in reference to WEST BAY CLUB RPD, fka ESTERO POINT RPD**

The above referenced Hearing Examiner Recommendation has been rendered as of this date. The Development Services Division has advised that the BOCC Zoning Hearing is tentatively scheduled for **Monday, March 21, 2005**. Development Services will forward a copy of the Recommendation to the Board prior to that time in the pink zoning notebooks.

An official transcript was obtained as the record in the hearing before the Hearing Examiner (in lieu of the usual summary presentation). A copy of that transcript (along with an advance copy of the Recommendation) is being forwarded to you at this time. **Please retain this copy since another copy of the transcript will not be contained in your zoning notebook.**

If you have any questions concerning this or any other procedure, or need additional information, please let our office know.

cc: Tim Jones / CAO
Jamie Princing / Community Development
Andy Getch / LCDOT
Sue Noe / Economic Development
Kim Trebatoski / Environmental Sciences

DCI2004-00046
Dawn Perry-Lehnert / Asst. Co. Atty.
Bryan Kelner / Community Development
Matt Noble / Community Development

JAMIE PRINCING
COMMUNITY DEVELOPMENT

OT

ORIGINAL

LEE COUNTY, FLORIDA

ZONING DIVISION

STAFF REPORT

TYPE OF CASE: PLANNED DEVELOPMENT/DCI

CASE NUMBER: DCI2004-00046

HEARING EXAMINER DATE: January 19, 2005

I. APPLICATION SUMMARY:

A. Applicant: West Bay Club Development Corp. in ref. to West Bay Club RPD

B. Request:

1. Change Area 3 from single family residential approved in Administrative Amendment ADD1999-00056 to a multi-family residential area as originally approved in Resolution Z-96-005, which will allow 20 stories over parking not to exceed a maximum height of 220 feet; and

2. Add 1.6± acres to the West Bay Club RPD, Area 9, to allow for the addition of four single-family residential lots with no increase in the total number of dwelling units.

C. Location: The subject property is located at West Bay Blvd, Estero, FL (US 41 south to Williams Rd. Williams Rd west approx 5412 feet to West Bay Club), in S31-T46S-25E, Lee County, FL. (District #03)

D. Future Land Use Plan Designation, Current Zoning and Use of Subject Property:

Existing Zoning & Land Use	Future Land Use Map
Residential development (Estero Pointe) , zoned residential planned development (RPD)	Outlying Suburban, Suburban and Wetlands

E. Surrounding Land Use:

	Existing Zoning & Land Use	Future Land Use Map
North:	Estero River, then existing single family residential development, zoned RS-1 and undeveloped lands zoned residential planned development (RPD - Estero River Bay), now owned by TIITF State of Florida.	Suburban, Wetlands, and Conservation Lands - Uplands
East:	Residential development, zoned residential planned development (RPD - Pelican Sound); landscape nurseries and residential properties zoned agriculture (AG-2) and residential (RS-2)	Suburban and Outlying Suburban

South:	Developed lands zoned residential planned development (RPD) within Pelican Landing DRI	Outlying Suburban, Suburban and Wetlands
West:	Undeveloped lands, zoned agriculture (AG-2)	Conservation Lands - Wetlands

F. Size of Property: 866± acres

II. RECOMMENDATION:

Staff recommends **APPROVAL** of the Applicant's request to:

1. Restore Area 3 to a multi-family residential area as originally approved in Resolution Z-96-005; and

2. Add 1.6± acres to the West Bay Club RPD, Area 9, referenced as Area 9B on the master concept plan, to allow for the addition of four single-family residential lots with no increase in the total number of dwelling units.

with the following conditions and deviations:

A. Conditions

1. The development of this project must be consistent with the four page Master Concept Plan entitled "Master Concept plan for West Bay Club", formerly Estero Pointe RPD, stamped received by the permit counter on August 27, 2004, except as modified by the conditions below. This development must comply with all requirements of the Lee County LDC at time of local Development Order Approval, except as may be granted by deviation as part of this planned development. If changes to the Master Concept Plan are subsequently pursued, appropriate approvals will be necessary.

2. The terms and conditions of Resolution Z-96-005 and Amendments thereto remain in full force and effect except as amended herein.

3. Upon approval of this zoning action, Administrative Amendment ADD1999-00056 is null and void.

4. The four single-family residential lots added to Area 9, referenced as Area 9B on the master concept plan, must be consistent with the Property Development Regulations adopted within Resolution Z-96-005 and Amendments thereto.

5. Development Area 3 must be in substantial compliance with the attached site plan, labeled Exhibit "A", and the terms and conditions of Resolution Z-96-005.

B. Deviations

No additional deviations have been requested as part of the zoning action. Deviations approved by Resolution Z-96-005 remain in full force and effect.

Findings and Conclusions:

Based upon an analysis of the application and the standards for approval of planned development rezonings, staff makes the following findings and conclusions:

1. The applicant has proven entitlement to the Rezoning by demonstrating compliance with the Lee Plan, the Land Development Code, and other applicable codes and regulations.

2. The requested zoning as conditioned:

   a) meets or exceeds all performance and locational standards set forth for the potential uses allowed by the request;

   b) is consistent with the densities, intensities and general uses set forth in the Lee Plan;

   c) is compatible with existing or planned uses in the surrounding area; and

   d) will not adversely affect environmentally critical areas or natural resources.

3. Approval of the request will not place an undue burden upon existing transportation or planned infrastructure facilities and the site will be served by streets with the capacity to carry traffic generated by the development.

4. Urban services, as defined in the Lee Plan, are, or will be, available and adequate to serve the proposed land use.

5. The proposed use or mix of uses is appropriate at the subject location.

6. The recommended conditions to the concept plan and other applicable regulations provide sufficient safeguards to the public interest.

7. The recommended conditions are reasonably related to the impacts on the public's interest created by or expected from the proposed development.

III. BACKGROUND INFORMATION AND ANALYSIS:

Introduction/Synopsis

The subject property is located on the Estero River, west of US 41 at the terminus of Williams Road in Estero.

The original application to rezone the subject property was filed by Atlantic Gulf Communities Corporation. On March 18, 1996, the Board of County Commissioners approved the rezoning to residential planned development (RPD), Resolution Z-96-005 (See Attachment M). The original project was known as Estero Pointe and is now known as West Bay Club RPD.

The requested zoning amendment is to:

1. address the restoration of multiple family dwelling units for Development Area 3, which currently permits single family dwelling units; and

2. add 1.6± acres to Area 9, referenced as Area 9B, on the master concept plan, to the West Bay Club RPD for four single-family residential lots. The 1.6± acres is within the Outlying Suburban land use category of the Lee Plan.

The development was approved for 1,121 mixed residential dwelling units with a golf course, a clubhouse and a golf practice complex, a riverfront recreational area and park, and a maintenance facility. The 1,121 dwelling units were distributed throughout the project having a maximum of 1,020 dwelling units permitted within the Outlying Suburban Land Use Category of which no more then 630 dwelling units are permitted within Development Areas 3, 4, and 5.

In addition, Deviation (9), Resolution Z-96-005, allowed building heights within the Outlying Suburban land use category to be 20 stories over parking for Development Areas 2, 3, 4, and 5. As a condition of approval:

- Development Area 2 is limited to a maximum height of 75 feet
- Development Areas 3, 4, and 5 were limited to a maximum height of 220 feet and were further limited to a maximum combined total of six (6) multi-family buildings with a maximum total of 630 dwelling units; and
- Development Areas 3 and 4 must provide a minimum of 35 percent open space; and
- Development Area 5 is limited to one multi-family building and must provide a minimum of 60 percent open space; and
- Ninety percent of the required parking in multiple-family Development Areas 3, 4, and 5 must be provided under the principal building structure to limit the impacts of impervious areas created by open parking lots; and
- All buildings over 45 feet in height must be set back an additional one-half foot for every foot of height over 45 feet along the external development perimeter.

Also, the Property Development Regulations Table stated that an overall maximum of six (6) high-rise buildings may be located within Development Areas (Pods) 3, 4, and 5.

In April, 1998, an Administrative Amendment PD-98-003 was approved which amended the distribution of the dwelling units by increasing the dwelling units permitted within the Outlying Suburban Land Use Category to 1,075 dwelling units and permitting a maximum of 46 dwelling units in the Suburban Land Use Category (See Attachment N).

In February 2000, an Administrative Amendment ADD1999-00056 was approved which changed the permitted uses for Area 3 from multiple-family to single-family residential (See Attachment O). On January 16, 2001, a subdivision plat was recorded, Westlake Court, Plat Book 67, Page 91-92, which provided for 13 residential lots within Development Area 3.

Although, Administrative Amendment ADD1999-00056 changed Development Area 3 from Multiple-family dwelling units to single-family residential dwelling units, neither the total number of dwelling units approved for the project nor the distribution of the units within the project was changed.

The applicant is proposing to add 1.6± acres to the West Bay Club RPD, Area 9, referenced as Area 9B on the master concept plan, to allow for the addition of four single-family residential lots (Laurel Oaks neighborhood). The increase in acreage will not result in an increase in the overall number of dwelling units approved for the project. The use for single-family residential purposes is consistent with the existing residential development adjacent to and in the vicinity of the 1.6± acre parcel.

The applicant is proposing two high rise residential towers and low rise villas on Development Area 3 (See site plan attached as Exhibit "A"). Each tower will contain 112 dwelling units on 19 floors with 18 floors having 6 units/floor and one floor having 4 units. The low rise villas will have a total of 24 dwelling units.

Master Concept Plan

The subject property, West Bay Club RPD, was approved for 1,121 mixed residential dwelling units with a golf course, a clubhouse and a golf practice complex, a riverfront recreational area and park, and a maintenance facility area (Resolution Z-96-005).

The project is divided into development areas which differentiate the location of the dwelling unit types. The subject property is divided into several development areas with the residential areas limited to development areas (Pods) 2, 3, 4, 5, 6, 7, 8, 9, 9A, and 9B, 10, 11/12. The proposed change to the master concept plan addresses changes to development areas 9 and 3. Development areas 9 and 9A are designated as residential, which permits single-family, two-family attached, zero lot line and townhouse dwelling unit types. The applicant is proposing to add four single-family residential lots (Laurel Oaks neighborhood) to development area 9 by labeling the new development area as 9B on the master concept plan.

Development area 3, is proposed for multiple-family development. Development area 3 permits ground level, mid-rise, or high rise residential buildings. Development Area 3 is part of two other development areas that permit high rise buildings. These two other development areas are development areas 4 and 5 as shown on the master concept plan. Development areas 3, 4, and 5 are limited to a total of six 20 story buildings not to exceed 630 units. Development area 3 was changed from multiple-family to single-family residential through an administrative action. It is the applicants intent through this zoning action to change development area 3 back to multiple-family to permit high rise development as originally approved in Resolution Z-96-005.

Lee Plan Considerations

The subject property is currently designated Suburban, Outlying Suburban, and Wetlands.

POLICY 1.1.6: The Outlying Suburban areas are characterized by their peripheral location in relation to established urban areas. In general, these areas are rural in nature or contain existing low-density development. Some, but not all, of the requisite infrastructure needed for higher density development is generally planned or in place. It is intended that these areas will develop at lower residential densities than other Future Urban Areas. As in the Suburban areas, higher densities, commercial development greater than neighborhood centers, and industrial land uses are not permitted. The standard density range is from one dwelling unit per acre (1 du/acre) to three dwelling units per acre (3 du/acre). Bonus densities are not allowed. In the

Outlying Suburban area in North Fort Myers east of I-75 and in the Buckingham area (see Goal 17), the maximum density permitted is two dwelling units per acre (2 du/acre).

POLICY 1.1.5: The Suburban areas are or will be predominantly residential areas that are either on the fringe of the Central Urban or Urban Community areas or in areas where it is appropriate to protect existing or emerging residential neighborhoods. These areas provide housing near the more urban areas but do not provide the full mix of land uses typical of urban areas. The standard residential densities are the same as the Urban Community category. Higher densities, commercial development greater than neighborhood centers, and industrial land uses are not permitted. Bonus densities are not allowed.

OBJECTIVE 1.5: WETLANDS. Designate on the Future Land Use Map those lands that are identified as Wetlands in accordance with F.S. 373.019(17) through the use of the unified state delineation methodology described in FAC Chapter 17-340, as ratified and amended in F.S. 373.4211. (Amended by Ordinance No. 94-30)

POLICY 1.5.1: Permitted land uses in Wetlands consist of very low density residential uses and recreational uses that will not adversely affect the ecological functions of wetlands. All development in Wetlands must be consistent with Goal 84 of this plan. The maximum density is one dwelling unit per twenty acres (1 du/20 acre) except as otherwise provided in Table 1(a) and Chapter XIII of this plan.

The two urban categories promote residential development. Suburban permits up to 6 units per acre and Outlying Suburban permits up to 3 units per acre. The applicant received approval for a total of 1,121 dwelling units having 46 dwelling units in the Suburban land use category and 1,075 dwelling units in the Outlying Suburban land use category. This equates to an overall density of 1.29 dwelling units per acre. The applicant is not proposing to increase or decrease the number of approved dwelling units for the project initially established in Resolution Z-96-005. The development was previously found to be consistent with the Lee Plan when the project was initially rezoned to a residential planned development in Resolution Z-96-005. The 1.6± acres being added to the overall project, creating four additional single family residential lots, will not result in an increase in the number of approved dwelling units, since the applicant will be drawing on the units already approved for the project. The land use categories, since the initial rezoning, have not changed. Therefore, staff finds the proposed changes to the existing residential planned development, as conditioned, **CONSISTENT** Policies 1.1.6, 1.1.5, 1.5, and 1.5.1. of the Lee Plan.

OBJECTIVE 2.1: DEVELOPMENT LOCATION. Contiguous and compact growth patterns will be promoted through the rezoning process to contain urban sprawl, minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, prevent development patterns where large tracts of land are by-passed in favor of development more distant from services and existing communities.

Staff finds this zoning action, as conditioned, **CONSISTENT** with Objective 2.1 of the Lee Plan.

POLICY 5.1.6: Maintain development regulations that require high-density, multi-family, cluster, and mixed-use developments to have open space, buffering, landscaping, and recreation areas appropriate to their density and design.

The high rise development on Development Area 3, was previously approved in Resolution Z-96-005. Resolution Z-96-005, that originally permitted the high rise towers, also had conditions which, addressed storm water management (discharge rate will be approximately 70 percent of

the calculated permittable run-off rate), percent open space (35 percent open space required), parking (90 percent of the required parking must be provided under the principal structure to limit the impacts of impervious areas, and increased setbacks from the external development perimeter. Development Area 3 is approximately 2,000 feet away from the Estero River on the north and 1,700± feet east of the TIITF State of Florida lands and approximately 200 feet east of the wetlands an separated from the wetlands by the West Bay Club golf course. An enhanced right-of-way buffer adjacent to West Bay Boulevard currently exists along the east boundary of Development Area 3.

Further, Administrative Amendment ADD1999-00056, which changed the permitted uses for Development Area 3 from multiple-family to single-family residential, did not alter the conditions which addressed the original high rise tower development for Development Areas 3, 4, and 5. Therefore, the original conditions affecting Development Area 3, for high rise development, will apply to this zoning action of changing Development Area 3 from single-family residential back to multiple-family residential.

Staff finds this zoning action, as conditioned, **CONSISTENT** with Policy 5.1.6. the Lee Plan.

Neighborhood Compatibility

The proposal to add 1.6± acres of land (Development Area 9B) to add four single-family residential lots to the overall development is consistent and compatible with the adjacent existing and proposed residential development, for Development Area 9. Development Area 9B, will be developed in compliance with the property development regulations established for residential areas in the West Bay Club RPD.

This zoning action also addresses the change of Development Area 3 back from single-family residential to multiple–family residential to allow high rise buildings. High rise buildings were originally permitted on Development Areas 3, 4, and 5. Deviation 9 was granted to allow 20 stories over parking for development areas 2, 3, 4, and 5. The deviation was conditioned as follows:

1. the high rise buildings could not exceed a maximum of 630 dwelling units: and

2. not to exceed a maximum height of 220 feet; and

3. limited to a maximum combined total of six (6) multi-family buildings: and

4. one multiple-family building only on Development Area 5 having a minimum of 60 percent open space; and

5. Development areas 3 and 4 must provide a minimum of 35 percent open space; and

6. 90 percent of the parking must be under the principal building structure; and

7. setback an additional one-half foot for every foot of height over 45 feet from the external development perimeter.

At the time of the initial rezoning, staff reviewed the proposed high-rise development for Development Areas 3, 4, and 5. The high rise tower development was reviewed with respect to the impacts of more horizontal development as opposed to vertical development, the

provision of additional open space, reducing the amount of impervious surface, enhanced storm water management systems, parking, and visual impacts.

Staff's originally found that the proposed high-rise development, as conditioned, will result in the enhancement of the overall project by providing a variety of dwelling types, minimizing impervious surfaces, improving the quality of storm water runoff and internalizing the more intense development. The Hearing Examiner recommended approval of the high rise development on Development Areas 3, 4, and 5 and Board of County Commissioner's approved high rise development for Development Areas 3, 4, and 5. Staff finds that the project is still consistent with the original approval and finds the propose change from single-family back to multiple family high rise development on Development Area 3, compatible with the surrounding development. There have been no changes within West Bay Club that would have substantially altered the overall development as originally approved in Resolution Z-96-005.

Environmental Issues

Environmental Sciences staff have reviewed the proposed addition of the 1.6± acre parcel (Parcel 9B) to the West Bay Club residential planned development and find the added parcel of land does not have any new environmental issues. The parcel does contain gopher tortoise burrows, however, these tortoises will be relocated to the existing gopher tortoise preserves within the West Bay Club RPD. In addition, the portion of Halfway Creek and the associated mixed hardwood areas adjacent to the creek within Parcel 9B are proposed for preservation. Environmental Sciences staff recommends approval of the proposed revision to the West Bay Club RPD with the condition that all environmental related conditions from the previously approved RPD remain in full force and effect (See Attachment E). Staff has provided a condition that the terms and conditions of Resolution Z-96-005 and Amendments thereto remain in full force and effect except as amended herein. This would include all environmental conditions.

Transportation

The applicant prepared a West Bay Club Traffic Circulation Study and it was found that the proposed zoning action will not increase the external traffic volumes for West Bay Club and West Bay Boulevard and Chapel Trace will operate at LOS "C" with the conversion of West Lake Court back to high rise towers. A level of service "C" is the highest attainable level of service for a two lane collector road in Lee County. Also, it is indicated in the traffic study that it is unlikely that West Lake Court (Development Area 3) will increase traffic volumes on Chapel Trace or the other neighborhood side streets off West Bay Boulevard including Baybridge Boulevard, Red Laurel Lane and Riverbrooke Run (See Attachments C and H).

IV. ATTACHMENTS:

A. Map of surrounding zoning
B. Comments from Development Services, dated 11/15/04
C. Comments from Development Services, TIS, dated December 28, 2004
D. Comments from the School District of Lee County, dated November 10, 2004
E. Comments from Environmental Sciences, dated 11/12/04
F. Public Hearing Submittal Requirement Waiver, dated 9/3/04
G. Summary Memorandum of the Estero Community Planning Panel
H. West Bay Club Traffic Circulation Study, dated August 20, 2004

I. Applicant's narrative on West Bay Club RPD
J. Applicant's Lee Plan narrative
K. Applicant's narrative on compliance with Design Standards
L. Applicant's narrative on Decision Making Guidelines compliance
M. Resolution Z-96-005
N. Administrative Amendment PD-98-003.
O. Administrative Amendment ADD1999-00056

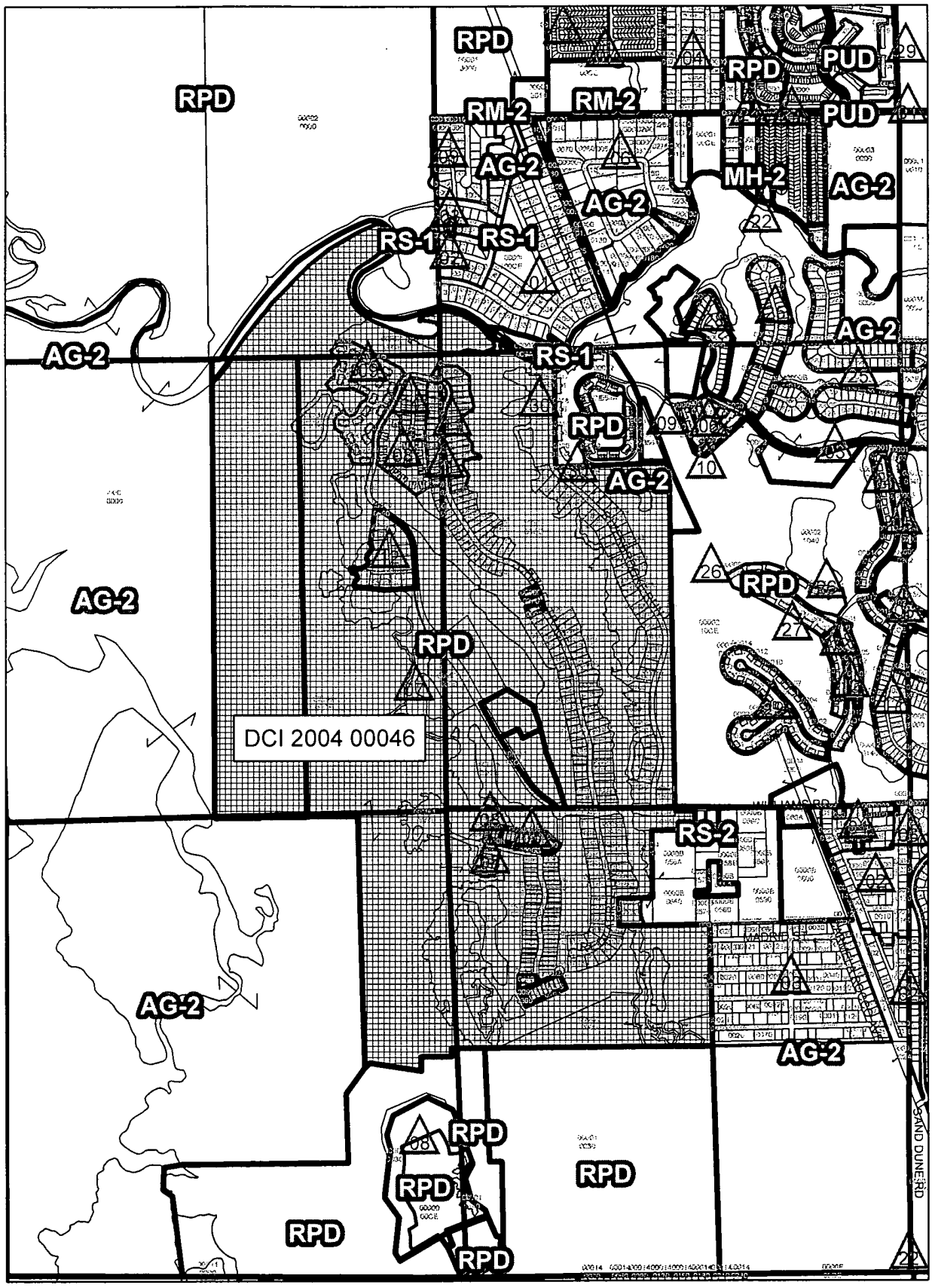
V. EXHIBITS:

1. See proposed site plan for Development Area 3, labeled EXHIBIT "A"
2. See attached 4 page master concept plan, labeled EXHIBIT "B"

cc: Applicant
County Attorney
Zoning/DCI File

ZONING INTAKE MAP

1/4/2005



N
W E
S

Attachment A

1,800 900 0 1,800 Feet

MEMORANDUM

FROM THE

DEPARTMENT OF COMMUNITY DEVELOPMENT

DIVISION OF DEVELOPMENT SERVICES

DATE: 11/15/04

TO: Bryan Kelner
Zoning Department

FROM: Kim Hoskins

RE: DCI2004-00046 West Bay Club

I have reviewed the above project for the requested zoning change and can support the request, as there were no deviations from LDC Chapter 10.

ATTACHMENT B

MEMORANDUM
FROM THE
DEPARTMENT OF COMMUNITY DEVELOPMENT
DEVELOPMENT SERVICES DIVISION

DATE: December 28, 2004

TO: Bryan Kelner
Principal Planner

FROM: Robert G. Rentz, P.E.
Development Review Engineer

RE: **West Bay Club**
Case No. DCI2004-00046

Based on the ITE Trip Generation Report 7th Edition the proposed rezoning will generate virtually the same traffic as the previously approved zoning.

No new uses are proposed, and no increase in the number of dwelling units is proposed. Therefore, no existing levels of service, or existing traffic distribution, should change as a result of the proposed rezoning.

ATTACHMENT C

BGB
S:/WRITERS/RENTZRG/DCI200400046SUBSTANTIVETRAFFICCOMMENTS

THE SCHOOL DISTRICT OF LEE COUNTY

2055 CENTRAL AVENUE • FORT MYERS, FLORIDA 33901-3916 • (239) 334-1102 • TTD/TTY (239) 335-1512

LEE COUNTY
RECEIVED
04 NOV 16 AM 9:01
COMM. DEV/
PUB. WRKS. CNTR.
SECOND FLOOR

JEANNE S. DOZIER
CHAIRMAN • DISTRICT 2

ELINOR C. SCRICCA, PH.D.
VICE CHAIRMAN • DISTRICT 5

ROBERT D. CHILMONIK
DISTRICT 1

JANE E. KUCKEL, PH.D.
DISTRICT 3

STEVEN K. TEUBER
DISTRICT 4

JAMES W. BROWDER, ED.D.
SUPERINTENDENT

KEITH B. MARTIN
BOARD ATTORNEY

November 10, 2004

Mr. Bryan Kelner
Lee County Development Services Division
P.O. Box 398
Fort Myers, FL 33902-0398

Re: West Bay Club RPD, DCI Substantive Review, Case #DCI2004-00046

Dear Mr. Kelner:

Thank you for the opportunity to review the West Bay Club RPD for substantive comments with regard to educational impacts. This proposed development is in the West Choice Zone of the District, off Williams Road in the Estero Planning Area. This letter is in response to your request dated October 27, 2004.

From the material submitted, it appears that the request being made by the applicant is for the addition of one acre, which will have four single family homes on it. However, these four single family homes are included in the total number of dwelling units in the project, which was previously approved at 1,121. There fore the applicant's request to add one acre is not anticipated to have educational impacts.

Thank you for your attention to this issue. If I may be of further assistance, please give me a call at (239) 479-4218.

Sincerely,

Tina Silcox, Community Development Planner
Planning Department

Cc: William G. Moore, Jr.
Executive Director, School Support

ATTACHMENT D

From: Kim Trebatoski
To: Kelner, Bryan
Date: 11/12/04 11:36AM
Subject: West Bay Club RPD

Bryan - The proposed amendment to the West Bay Club RPD to add a parcel of land does not have any new environmental issues. The parcel does contain gopher tortoise burrows, however, these tortoises will be relocated to the existing gopher tortoise preserves within West Bay Club RPD. Additionally, the portion of Halfway Creek and the associated mixed hardwood areas adjacent to the creek within this parcel of land are proposed for preservation. ES staff recommends approval of the proposed revision to the West Bay Club RPD with the condition that all environmentally related conditions from the previously approved RPD remain in full effect.

Please let me know if you have any questions.

Kim Trebatoski
Principal Environmental Planner
DCD - Environmental Sciences
trebatkm@leegov.com
239-479-8183
FAX 239-479-8319

ATTACHMENT E

LEE COUNTY

REQUEST FOR PUBLIC HEARING SUBMITTAL REQUIREMENT WAIVER

Upon written request, the director may modify the submittal requirements for Public Hearings where it can be clearly demonstrated that the submission will have no bearing on the review and processing of the application. The request and the director's written response must accompany the application submitted and will become a part of the permanent file.

APPLICATION FOR WAIVER OF SUBMITTAL ITEMS REQUIRED FOR PUBLIC HEARING

_____ Public Hearing – General Requirements (34-202)
_X_ Public Hearing – Additional requirements for:
_____ Development of Regional Impact (34-203(a))
_X_ Planned Developments (34-203(b))
_____ Rezonings other than Planned Developments (34-203(c))
_____ Mobile Home Park (34-203(d))
_____ Special Exception (34-203(e))
_____ Variances (34-203(f))

RECEIVED
JUL 27 2004
PERMIT COUNTER
PRE2004-00270

PLEASE PRINT OR TYPE:

STRAP Number: **05-47-25-01-0000B.0550 See Attached List**

Name of Project: **West Bay Club RPD**

Name of Applicant*: **West Bay Club Development Corporation**

Street Address: **4600 West Bay Boulevard**

City: **Estero** State: **FL** Zip: **33928**

Phone #: **(239) 498-7770** Fax #: **(239) 498-7771** E-mail: _____

*** If applicant is not the owner, a letter of authorization from the owner must be submitted.**

SPECIFIC SECTION(S) AND REQUIREMENT(S) FOR WHICH A WAIVER IS SOUGHT:

Section Number	Requirement
34-373(a)(4)f.	FLUCCS Map
34-373(b)(2)	Protected Species Survey
[34-373(a)(7)] & [34-341(b)(2)d.1.]	Traffic Impact Statement

DCI2004-00046

RECEIVED
OCT 01 2004
PERMIT COUNTER

LEE COUNTY
COMMUNITY DEVELOPMENT
P.O. BOX 398 (1500 MONROE STREET)
FORT MYERS, FLORIDA 33902

LEE COUNTY
COMMUNITY DEVELOPMENT
P.O. BOX 398 (1500 MONROE STREET)
FORT MYERS, FLORIDA 33902
PHONE (941) 479-8585

SCOPE OF PROJECT AND REASON(s) FOR REQUEST

Please provide an explanation of the scope of the project and the reason(s) why you think the request for submittal waiver should be approved. Use additional sheets if necessary.

(Please print or type)

see attached

Under penalties of perjury, I declare that I have read the foregoing application and that the facts stated in it are true.

Signature of Applicant:

Directors Decision: _____ **Request Approved** _____ **Request Denied**

Comments:

34-373(a)(7) & 34-341(b)(2)d.1. APPROVED	TIS WAIVER
34-373(A)(4)F.; 34-373(B)(2) DENIED	FLUCCS, PROTECTED SPECIES SURVEY
	Deny waiver for the acreage being added
	to the planned development. This
	information does not need to be provided
	for the previously approved portion of the
	site.

Signature: Pam Houck **Date:** 9.8.04

DCI2004-00046

RECEIVED
OCT 01 2004
PERMIT COUNTER

PHONE (239) 479-8585

SCOPE OF PROJECT AND REASON(S) FOR REQUEST

Please provide an explanation of the scope of the project and the reason(s) why you think the request for submittal waiver should be approved. Use additional sheets if necessary.

(Please print or type)

West Bay Club is already an approved development and no density change is proposed as well as only minor changes to two specific areas in the development. Staff previously stated verbally that these items were not required to be submitted for the whole development as it is a previously approved development and these items did not need to be waived.

Under penalties of perjury, I declare that I have read the foregoing application and that the facts stated in it are true.

Stephanie Keyes

Signature of Applicant:

Directors Decision: _____ **Request Approved** _____ **Request Denied**

Comments:

Signature: _____ **Date:** _____

DCI2004-00046

RECEIVED
OCT 01 2004
PERMIT COUNTER

RECEIVED
JUL 27 2004
PERMIT COUNTER

PRE2004-00270

Summary Memorandum
of the
Estero Community Planning Panel

The Estero Community Planning Panel met on May 10, 2004 at 6:55 pm at the Marsh Landing Clubhouse in Estero Florida. West Bay Club presented their proposal to restore the muti-family zoning designation originally approved by Lee County on March 18, 1996. Listed below are West Bay's responses to questions, comments and concerns raised at the ECPP meeting by panel members and individuals in the audience. The responses are listed by number and in the order in which they appear in the minutes of the ECPP meeting (attached).

1.) There were a lower number of units expressed in previous marketing literature, (i.e. the 1,121 units). "Please do and write what you say and make it consistent with the legal documents."
Response: The original approval, by Lee County in 1996, permitted 1,121 residential multi-family units on 863 acres. The overall density and number of units has never changed. All official documents have always contained 1,121 total units. All current literature provided by West Bay also contains this total.

2.) The size of the amenities is already a problem, and the amenities will not accommodate 1,121 units.

Response: The original development plan, approved in 1996, was comprehensive in it's consideration of the amenities to accommodate 1,121 units. The golf course, tennis courts, additional clubhouse facilities and amenities are all suitable for this amount of density. In fact, the additional units will defray the cost of upgrading and improving the sports club and golf clubhouse. In addition, the proposed high-rise buildings are ***each*** being designed with self-contained amenities, such as swimming pool, social gathering rooms, and complete fitness facilities. Without having sufficient number of residents, the quality of the amenities cannot be sustained. Therefore, up to the originally approved overall unit count is critical in this regard.

3.) There were promises of eight tennis courts to be built.

Response: There are now four tennis courts and West Bay is committed to adding a ***minimum*** of two additional tennis courts. West Bay is committed to a strong tennis program and, in addition will continue to explore options for additional courts.

4) With all of the land that is in preserve, is 1,121 units really the appropriate number for the buildable land?

5) What impact would there be on the wildlife?

ATTACHMENT G

Response: Yes. The 1,121 units are appropriate for the buildable areas. Following a thorough staff review process, Lee County approved the project in 1996. West Bay has implemented an exemplary preservation plan. The fact that a considerable amount of land is in preserve within the development indicates that the developer has succeeded in building an environmentally friendly community. Preservation and restoration of a number of nature preserves within West Bay has designated them an *Audubon International Certified Signature Sanctuary*. In addition, the existing wildlife corridors, open spaces and buffers will remain as originally approved. There will be no additional impacts to wildlife.

6.) One couple countered that they do not believe the 1,121 number is new to the community, and that the developer had actually lowered density in their specific neighborhood.

Response: This is correct. As previously stated, the 1,121 number is not new, and has always been the allowable unit count and density for the project since its inception. The overall density of 1.29 dwelling units per acre is a ***28% reduction*** in dwelling units allowed by the Lee Plan

The Lee Plan allowed 334 dwelling units in the suburban land use category, but the original application only requested 224 dwelling units. Likewise, 1,199 dwelling units were allowed in the Outlying Suburban category, but the applicant only requested 897. Thus, the applicant only had requested an overall density of 1.29 dwelling units per acre, which equates to a 28% reduction in dwelling units allowed by the Lee Plan.

7.) Pod 3 is 9.5 acres and with 6.2 acres for structure, that may be too much density.

Response: The original application approved by Lee County permitted a multi-family building of 20 stories or 220 feet high, as was also approved on the adjoining two development pods. West Bay is requesting an internal change from the previous 2000 administrative amendment to the West Lake Court development pod. The community has been approved for a total of 1,121 units on 863 acres for a gross density of 1.29 units per acre. **This is less than half the density permitted by the land use category, and far below that of surrounding areas.** The mix consisted of 224 dwelling units in the Outlying Suburban land use category, and 897 dwelling units within the Suburban category, of which Development Areas 3, 4 and 5, (Westlake Court) was one.

ESTERO COMMUNITY PLANNING PANEL
Minutes of Public Meeting #50 - May 10, 2004
Marsh Landing Clubhouse, Estero, Florida

Panel Members Present: Neal Noethlich, Chairman, ECCO; Don Eslick, ECCO; Gordon Lyons, Interim Representative of the Estero Civic Association; Greg Toth , Estero Development Community. Recording Secretary: Jim Ramsburg, ECCO. Treasurer: Fran Wagner, Estero Civic Association. Absent: Joe Ortega, Estero Chamber of Commerce; Mitch Hutchcraft, Estero Development Community.

A reception commemorating the Panel's 50th public meeting was held before the regular meeting. Noethlich, Lee County Commissioner Ray Judah and Estero Chamber of Commerce board chair Meg Judge addressed the group and cited the Panel's accomplishments for Estero as a model for other communities to follow.

Noethlich called the regular meeting to order at 6:55 PM.

Public Participation: Sixty-one participants were present including 55 members of the general public. Ramsburg reported that public notices of the meeting were published in the Fort Myers News-Press, the Bonita Daily News and the Bonita Banner. Notices were posted on the Internet in the Estero Development Report and on the Web sites of the Estero Chamber of Commerce and Estero Fire/Rescue. A paid advertising notice of the meeting was placed in the Bonita Banner of Apr.8th. Notices of the meeting were posted in the Estero Post Office, the South Regional Library and the Marsh Landing clubhouse.

Secretary's Report: Minutes of the Apr. 12, 2004, meeting were distributed and reviewed. Toth: Motion to accept minutes. Eslick: Second. Motion carried unanimously.

Treasurer's Report:: Wagner reported a current balance of $6,436.82 in the Community Planning Panel account on deposit at Colonial Bank in Estero. Toth: Motion to accept; Noethlich: Second. Motion carried unanimously.

Mixed-Use Developments & Affordable Housing: A 20-minute presentation and question/answer period regarding the potential benefits of true mixed-use developments to allow affordable (often refered to as Community) housing was conducted by consultant Brad Baker. Baker stressed the need for affordable housing to accommodate employees of the high number of commercial establishments that will soon be operating in the community who would otherwise be required to travel to work over streets leading into Estero and other SW FL communities, streets which already bear the maximum amount of traffic. Mr Baker showed pictures of many successful high density communities whose appearance and ammenities are more upscale than the stero typed affordable and/or subsidized projects. Brad pointed out that the largest developer of affordable housing is the U.S. Treasury Dept through tax incentives and subsidies. Florida grants $1 billion per year for this type housing.

West Bay Club Master Concept Plan Revisions: Stephanie Keyes of Johnson Engineering and Jeff Mangan, Chief Operating Officer of West Bay Club, presented a proposal for re-zoning of parts of the 866-acre residential community on Williams Road west of US 41. This project was originally approved for 1121 units on 866 acres for a density of 1.29. The original authorization was amended at the request of the community's previous developer, Atlantic Gulf Communities, to convert one pod of high rise buildings to 13 single family lots. The current proposal would revise a pre-approved administrative amendment to the community's Westlake Court development pod from single family homes to its originally approved authorization for multi-family housing buildings of up to 20-stories each, 220-feet high, and also for the adddition of four lots on the west side of pod 9. The total community build-out of up to 1,121 units is already approved and, according to the developer, has been unchanged throughout the history of the project.

Keyes and Mangan presented a detailed ten-page background and justification for the revision, stressing that it would not affect the community's density, ecological balance or character. Approximately 25 residents of the West Bay community attended the meeting to voice concerns with the proposal from the points of community aesthetics, total build out number of 1121units versus lower numbers(768, 780 or 840) they had been led to believe were the planned limits, and the overcrowding of the community's facilities and roads, including the Williams Road access to US 41. Two residents distributed written objections which are made part of these minutes. The Panel raised questions regarding a perceived vagueness in the proposal which would lead to an inordinate flexibility for the developer. Eslick questioned the developer's ability to accommodate the parking facilities necessary for the large number of residents involved in the proposed multi-family, high-rise structures, and predicted that the actual number of high rise units which could actually be built would be considerably fewer that the 630 high rise units the developer now wishes to have reapproved..

Individual concerns expressed included: (1) lower numbers of units in marketing literature vis-a-vis the 1121 number--"Please do and write what you say and make it consistent with the legal documents"; (2) Size of ammenities is already a problem with only 250 units occupied. The amenities will not accomodate 1121 units; (3) 6 tennis courts built versus 8 promised; (4) With all the land that is in preserve is 1121 units really the appropriate number for the buildable land?; (5) Concerned over impact on wildlife if 1121 units are built; (6) one couple countered that they do not believe the 1121 unit number is new to the community, and that the developer had actually lowered density in their specific neighborhood; (7) Pod 3 is 9.5 acres and with 6.2 acres for structure, that may be too much density.

Cypress Shadows Residential Planned Development Master Concept Plan Revisions: Mike Roeder AICP, of Knott, Consoer, Ebiline hart & Swett, P.A. and Ray Gonzalez P.E. of Banks Engineering jointly presented a proposal for Cypress Shadows, a proposed golf course community containing 100 single-family homes and 670 multi-family residences located east and north of the Bella Terra RPD on Corkscrew Road approximately three miles west of I-75. The project had been zoned to RM2 in 1982 with no density level defined. To add a golf course requires a rezoning to RPD. A concept plan was previously presented to the Panel in July, 2003. In addition to addressing Lee County DCD Staff concerns, the current revision is intended to answer concerns raised by the Panel last July. Items included: limiting the multi-family buildings to four stories; limiting the single-family portion of the project to detached

buildings; increasing berm buffers between the community and Corkscrew Road and building access drives to the adjacent Bella Terra development; minimizing wetlands and wildlife impacts. With the depth of lakes proposed for as much as 40feet, the Panel did raise concerns about blasting during construction and its potential threat to the nearby Wildcat Run community and the new development of Bella Terra. Noethlich suggested that the developer consider involving a Wildcat Run Repesentative in Pre Blast Planning to facilitate communications over the blasting period.

ECPP Business: Noethlich reported that Panel professional consultant Dan DeLisi has submitted a draft of the forthcoming proposed Estero-specific zoning amendments to Jim Mudd of Lee County staff for refinement. It is expected that the amendments will be available for Lee County reviews in June.

Hearings/Meetings of Importance: Noethlich announced a public workshop concerning the proposed alignment of Sandy Lane at 5 PM on May 25th at the Three Oaks Banquet Center and the Lee County Hearing Examiner's hearing on the North Point DRI at 9 AM on May 26th at 1500 Monroe Street in Fort Myers.

Toth: Motion to adjourn. Eslick: Second. Motion carried unanimously. Meeting adjourned at 9:17 PM.

NEXT MEETING: 6 PM, MONDAY, JUNE 14th, MARSH LANDING CLUBHOUSE

WEST BAY CLUB
TRAFFIC CIRCULATION STUDY

Project #04606

August 20, 2004

Prepared by:
DAVID PLUMMER & ASSOCIATES, INC.
1531 Hendry Street
Fort Myers, Florida 33901

ATTACHMENT H

DAVID PLUMMER & ASSOCIATES

TRANSPORTATION • CIVIL • STRUCTURAL • ENVIRONMENTAL

1531 HENDRY STREET
FORT MYERS, FL 33901
239 332-2617 FAX: 239 332-2645
E-mail: dpafm@peganet.net

August 20, 2004

Mr. Gene Edens
West Bay Club
4600 West Bay Boulevard
Estero, FL 33928

RE: **West Bay Club Traffic Circulation Study, #04606**

Dear Gene,

Attached please find the final report titled, West Bay Club Traffic Circulation Study, dated August 20, 2004.

As we discussed, West Bay Boulevard will operate at a Level of Service "C" with the proposed high-rise rezoning. Per Lee County Generalized Peak Hour Directional Service Volumes for Urbanized Areas (d:\los02\input1), a Level of Service "C" is the highest attainable level of service for two-lane collector roads in Lee County.

If you should have any questions concerning the attached, please do not hesitate to contact these offices.

Very truly yours,

George T. Swartz, Jr.
GTS:sw
04606:Edens_082004

cc: Stephanie Keyes

RECEIVED
AUG 27 2004
PERMIT COUNTER

DCI2004-00046

WEST BAY CLUB
TRAFFIC CIRCULATION STUDY

Introduction

The West Bay Club is an approved residential development, originally approved in March 1996 (Z-96-005). The West Bay Club is located west of US 41 at the western terminus of Williams Road (Exhibit 1).

The original West Bay Club zoning was supported by a traffic impact statement prepared by DPA. That study is titled Estero Point (RPD) Traffic Impact Statement and dated April 4, 1995.

The original traffic impact statement in support of the original rezoning considered a total of 1,121 residential units, including 897 multifamily units, both low rise and high rise.

West Lake Court is a subdivision within West Bay Club, which was originally zoned for multifamily high-rise condominiums. In February 2000, West Lake Court (Tract 3) was rezoned (ADD1999-00056) from 300 multifamily units to 13 single-family units. The total number of approved units remained the same for the West Bay Club. The West Bay Club retained the same number of residential units and shifted the multifamily units to other locations.

The West Bay Club is now proposing to rezone the West Lake Court subdivision back to its original multifamily, high-rise condominium dwelling units. This will now be more consistent with the original approval.

The purpose of this traffic study is to support the rezoning of West Lake Court and respond to comments from Lee County staff dated July 14, 2004, page 6, item 13 (Appendix A).

Trip Generation

The PM peak hour and daily trip generation for the approved and proposed West Lake Court and the entire West Bay Club were estimated based on the trip rates of the ITE report titled Trip Generation (Seventh Edition). The trip generation for the approved and proposed West Lake Court is summarized below. The ITE trip generation calculations are included in Appendix B.

West Lake Court
Trip Generation Summary
Total Trips

Land Use	PM Peak Hour In	PM Peak Hour Out	PM Peak Hour Total	Daily
Single-Family [1]	11	6	17	159
Multifamily [2]	66	42	108	1,386
Trip Difference	+55	+36	+91	+1,227

Footnotes:
(1) 13 single-family dwelling units, ITE LUC 210.
(2) 300 multifamily dwelling units, ITE LUC 230.

As shown and as expected, the condominium units at the West Lake Court will generate higher traffic volumes than the currently approved 13 single-family units. However, since the condominium units are consistent with the original approval, the trip generation should be very similar to the originally approved development.

The PM peak hour and daily trip generation for the originally approved West Bay Club was derived from the original TIS and is presented in Exhibit 2 and summarized below.

Originally Approved West Bay Club
Trip Generation
Net New External Trips

Land Use	Intensity	PM Peak Hour In	PM Peak Hour Out	PM Peak Hour Total
Single-Family	224 d.u.	129	64	193
Condominium	897 d.u.	230	106	336
Golf Course	18 holes	6	6	12
Total		365	176	541

The trip generation associated with the currently proposed development parameters was estimated using the trip generation rates of the ITE, Trip Generation, (Seventh Edition). The trip generation is presented in Exhibit 3 and summarized below.

dpa

Currently Proposed West Bay Club
Trip Generation
Net New External Trips

Land Use	Intensity	PM Peak Hour In	Out	Total
Single-Family	307 d.u.	161	86	247
Condominium	709 d.u.	192	85	277
Golf Course/Recreation	18 holes, tennis, park	6	9	15
Total		359	180	539

As shown, the currently proposed West Bay Club parameters, with West Lake Court converted back to multifamily condominiums, will generate approximately the same external trips as the originally approved development. Therefore, the external trips with the change should be essentially the same as originally forecasted.

Traffic Conditions Within West Bay Club

The increased trip generation as a result of the conversion from single-family to multifamily should be felt on some of the internal roadways within the West Bay Club and specifically on West Bay Boulevard between River Park and Chapel Trace.

To estimate the traffic volumes on the internal roadways within the West Bay Club and to determine the resultant levels of service, the traffic volumes for each subdivision within the West Bay Club were estimated and assigned to the internal roadway. The volumes include both the internal and external trips, as shown in Exhibits 4 and 5.

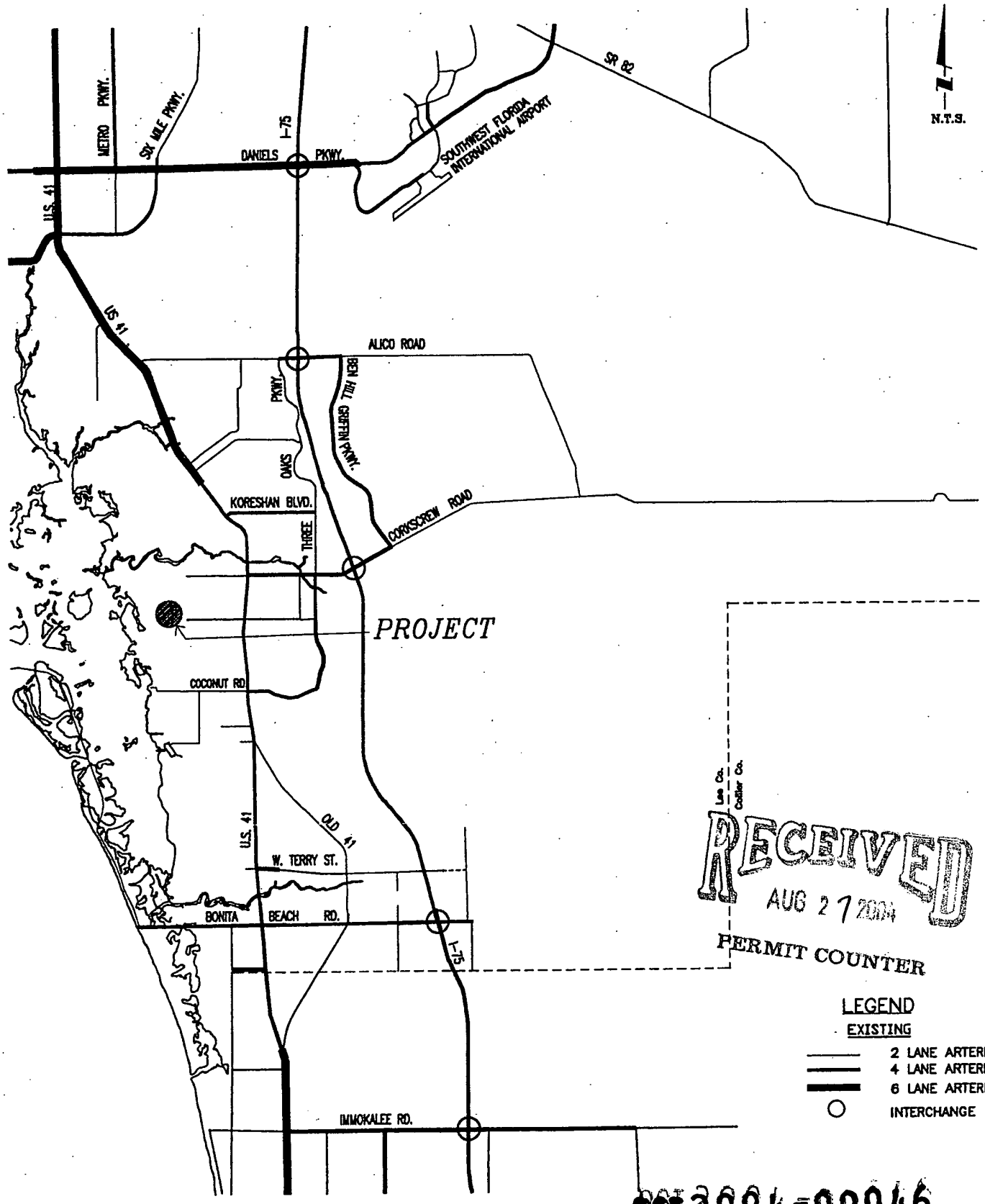
West Bay Boulevard and Chapel Trace are considered two-lane collector roadways and are forecasted to operate at a Level of Service "C", Exhibit 5.

It is unlikely that West Lake Court will increase traffic volumes on Chapel Trace or the other neighborhood side streets off of West Bay Boulevard including Baybridge Boulevard, Red Laurel Lane, and Riverbrooke Run.

Conclusion

The conclusions of the traffic analysis are as follows.

1. The proposed rezoning will not increase the external traffic volumes for the West Bay Club.
2. West Bay Boulevard and Chapel Trace will operate at LOS "C" with the conversion of West Lake Court back to multifamily condominium units.



OCI 2004-00046

dpe	WEST BAY CLUB TRAFFIC CIRCULATION STUDY	PROJECT LOCATION	04606\01A\0804 1

EXHIBIT 2

ORIGINALLY APPROVED TRIP GENERATION
ESTERO POINTE (RPD)
TRAFFIC IMPACT STATEMENT
APRIL 4, 1995

EXHIBIT 6
ESTERO POINTE RPD
TRIP GENERATION ESTIMATE

FILE: TGEN.WK1 04/04/95
JOB #: 94549

LAND USE	INTENSITY	ADJUSTMENT FACTORS(2)		PM PEAK (1) IN	PM PEAK (1) OUT	PM PEAK (1) TOTAL	DAILY (1)
Single Family	224 DUs	Total		145	78	223	2,169
		Internal	13%	16	14	30	289
		Net New		129	64	193	1,880
Multifamily	897 DUs	Total		248	128	376	4,206
		Internal	11%	18	22	40	443
		Net New		230	106	336	3,763
Golf Course	18 HOLES	Total		31	29	60	645
		Internal	80%	25	23	48	516
		Net New		6	6	12	129
Total		Total		424	235	659	7,020
		Internal	18%	59	59	118	1,248
		Net New		365	176	541	5,772

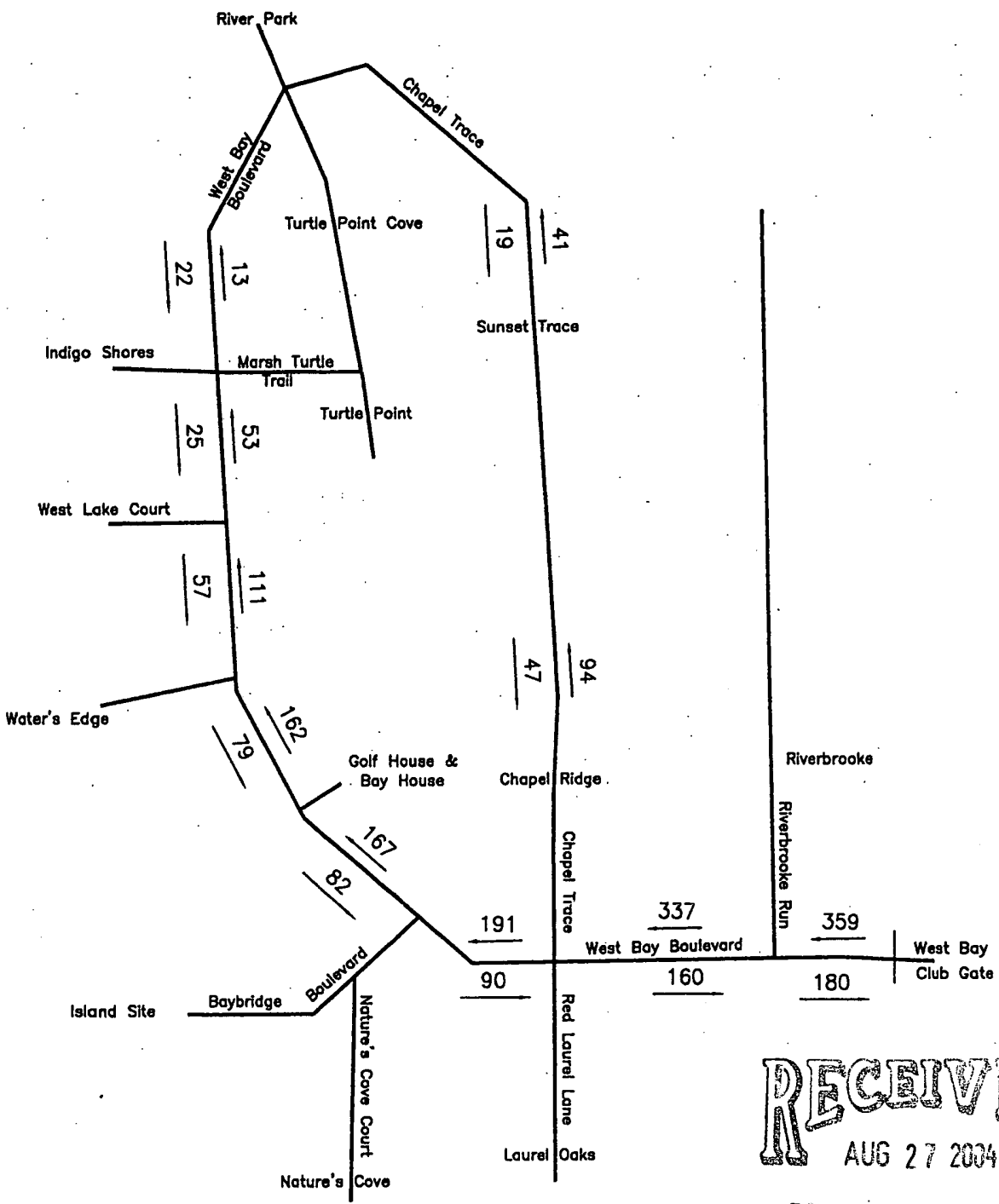
Footnotes:
(1) Based on Institute of Transportation Engineers (ITE) Trip Generation (5th Edition).
(2) Internal Trips: trip interchange between the golf course and residential and between single family and multifamily.

EXHIBIT 3

WEST BAY CLUB
TRIP GENERATION SUMMARY

			PM Peak [1]			
			In	Out	Total	Daily [1]
Single-Family	307 d.u.	Total	185	109	294	2,918
		Internal [2]	24	23	47	467
		External	161	86	247	2,451
Multifamily	709 d.u.	Total	219	108	327	3,719
		Internal [2]	27	23	50	595
		External	192	85	277	3,124
Golf	18 holes	Total	22	28	50	643
		Internal [2]	18	22	40	514
		External	4	6	10	129
Tennis Courts	6 courts	Total	12	11	23	186
		Internal [2]	10	8	18	149
		External	2	3	5	37
Park	5.5 acres	Total	2	5	7	164
		Internal [2]	2	5	7	164
		External	0	0	0	0
Total		Total	440	261	701	7,630
		Internal [2]	81	81	162	1,889
		External	359	180	539	5,741

Footnotes:
(1) Based on ITE, Trip Generation (7th Edition).
(2) Internal Trips: trip interchange between the golf course, tennis courts, park and residential subdivisions.



RECEIVED
AUG 27 2004
PERMIT COUNTER

LEGEND

XX Inbound

(XX) Outbound

DCI2004-00046

dpa	WEST BAY CLUB TRAFFIC CIRCULATION STUDY	PM PEAK HOUR TOTAL TRAFFIC VOLUMES AT BUILDOUT	04606/02A/0804 4

EXIHIBIT 5
WEST BAY CLUB INTERNAL TRAFFIC CIRCULATION
FUTURE TRAFFIC CONDITIONS AT BUILDOUT

PM PEAK HOUR

ROADWAY	FROM	TO	External Trips			Internal Trips			Total Trips			(1,2) LOS	
			N/W	S/E	Total	N/W	S/E	Total	N/W	S/E	Total	N/W	S/E
WEST BAY BLVD	West Bay Club Gate	Riverbrooke Run	359	180	539	0	0	0	359	180	539	C	C
	Riverbrooke Run	Chapel Trace	333	157	490	4	3	7	337	160	497	C	C
	Chapel Trace	Bay Bridge Blvd	179	74	253	12	16	28	191	90	281	C	C
	Bay Bridge Blvd	Golf House/Bay House	151	65	216	16	17	33	167	82	249	C	C
	Golf House/Bay House	Water's Edge Entrance	152	67	219	10	12	22	162	79	241	C	C
	Water's Edge Entrance	West Lake Entrance	98	43	141	13	14	27	111	57	168	C	C
	West Lake Entrance	Marsh Turtle Trail	40	12	52	13	13	26	53	25	78	C	C
	Marsh Turtle Trail	River Park Entrance	3	14	17	10	8	18	13	22	35	C	C
CHAPEL TRACE	River Park Entrance	South of Sunset Trace	41	19	49	7	4	11	41	19	60	C	C
	South of Sunset Trace	West Bay Blvd	90	42	132	4	5	9	94	47	141	C	C

Footnote:
(1) Level of service for a two-lane undivided collector roadway per Lee County Generalized Peak Hour Directional Service Volumes(d:los02\input1).
(2) The directional service volume for LOS "C" on a two-lane undivided collector roadway is equal to 530 trips.

Summary of Trip Generation Calculation
For 13 Dwelling Units of Single Family Detached Housing
August 12, 2004

ITE LUC 210

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	12.24	0.00	1.00	159
7-9 AM Peak Hour Enter	0.36	0.00	1.00	5
7-9 AM Peak Hour Exit	1.07	0.00	1.00	14
7-9 AM Peak Hour Total	1.43	0.00	1.00	19
4-6 PM Peak Hour Enter	0.83	0.00	1.00	11
4-6 PM Peak Hour Exit	0.49	0.00	1.00	6
4-6 PM Peak Hour Total	1.31	0.00	1.00	17
Saturday 2-Way Volume	11.89	0.00	1.00	155
Saturday Peak Hour Enter	0.93	0.00	1.00	12
Saturday Peak Hour Exit	0.80	0.00	1.00	10
Saturday Peak Hour Total	1.73	0.00	1.00	23

Note: A zero indicates no data available.
The above rates were calculated from these equations:

24-Hr. 2-Way Volume:	LN(T) = .92LN(X) + 2.71, R^2 = 0.96
7-9 AM Peak Hr. Total:	T = .7(X) + 9.43
	R^2 = 0.89 , 0.25 Enter, 0.75 Exit
4-6 PM Peak Hr. Total:	LN(T) = .9LN(X) + .53
	R^2 = 0.91 , 0.63 Enter, 0.37 Exit
AM Gen Pk Hr. Total:	T = .7(X) + 12.05
	R^2 = 0.89 , 0.26 Enter, 0.74 Exit
PM Gen Pk Hr. Total:	LN(T) = .89LN(X) + .61
	R^2 = 0.91 , 0.64 Enter, 0.36 Exit
Sat. 2-Way Volume:	LN(T) = .94LN(X) + 2.63, R^2 = 0.93
Sat. Pk Hr. Total:	T = .89(X) + 10.93
	R^2 = 0.9 , 0.54 Enter, 0.46 Exit
Sun. 2-Way Volume:	T = 8.83(X) + -9.76, R^2 = 0.94
Sun. Pk Hr. Total:	LN(T) = .89LN(X) + .44
	R^2 = 0.88 , 0.53 Enter, 0.47 Exit

Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

Summary of Trip Generation Calculation
For 300 Dwelling Units of High-Rise Apartment
August 12, 2004 ITE LUC 231

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	4.62	0.00	1.00	1386
7-9 AM Peak Hour Enter	0.08	0.00	1.00	23
7-9 AM Peak Hour Exit	0.23	0.00	1.00	68
7-9 AM Peak Hour Total	0.30	0.00	1.00	91
4-6 PM Peak Hour Enter	0.22	0.00	1.00	66
4-6 PM Peak Hour Exit	0.14	0.00	1.00	42
4-6 PM Peak Hour Total	0.36	0.00	1.00	108
Saturday 2-Way Volume	4.98	0.00	1.00	1494
Saturday Peak Hour Enter	0.22	0.00	1.00	67
Saturday Peak Hour Exit	0.17	0.00	1.00	50
Saturday Peak Hour Total	0.39	0.00	1.00	117

Note: A zero indicates no data available.
The above rates were calculated from these equations:

24-Hr. 2-Way Volume:	LN(T) = .83LN(X) + 2.5, R^2 = 0.82
7-9 AM Peak Hr. Total:	LN(T) = .99LN(X) + -1.14
	R^2 = 0.88 , 0.25 Enter, 0.75 Exit
4-6 PM Peak Hr. Total:	T = .32(X) + 12.3
	R^2 = 0.92 , 0.61 Enter, 0.39 Exit
AM Gen Pk Hr. Total:	LN(T) = .94LN(X) + -.71
	R^2 = 0.88 , 0.22 Enter, 0.78 Exit
PM Gen Pk Hr. Total:	T = .35(X) + 20.11
	R^2 = 0.95 , 0.62 Enter, 0.38 Exit
Sat. 2-Way Volume:	T = 5.03(X) + -14.9, R^2 = 0.91
Sat. Pk Hr. Total:	LN(T) = .93LN(X) + -.54
	R^2 = 0.95 , 0.57 Enter, 0.43 Exit
Sun. 2-Way Volume:	T = 3.66(X) + -5.79, R^2 = 0.94
Sun. Pk Hr. Total:	LN(T) = .91LN(X) + -.65
	R^2 = 0.99 , 0.53 Enter, 0.47 Exit

Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

Summary of Trip Generation Calculation
For 307 Dwelling Units of Single Family Detached Housing
August 17, 2004 ITE LUC 210

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	9.51	0.00	1.00	2918
7-9 AM Peak Hour Enter	0.18	0.00	1.00	56
7-9 AM Peak Hour Exit	0.55	0.00	1.00	168
7-9 AM Peak Hour Total	0.73	0.00	1.00	224
4-6 PM Peak Hour Enter	0.60	0.00	1.00	185
4-6 PM Peak Hour Exit	0.35	0.00	1.00	109
4-6 PM Peak Hour Total	0.96	0.00	1.00	294
Saturday 2-Way Volume	9.84	0.00	1.00	3021
Saturday Peak Hour Enter	0.50	0.00	1.00	153
Saturday Peak Hour Exit	0.43	0.00	1.00	131
Saturday Peak Hour Total	0.93	0.00	1.00	284

Note: A zero indicates no data available.
The above rates were calculated from these equations:

24-Hr. 2-Way Volume:	LN(T) = .92LN(X) + 2.71, R^2 = 0.96
7-9 AM Peak Hr. Total:	T = .7(X) + 9.43
	R^2 = 0.89 , 0.25 Enter, 0.75 Exit
4-6 PM Peak Hr. Total:	LN(T) = .9LN(X) + .53
	R^2 = 0.91 , 0.63 Enter, 0.37 Exit
AM Gen Pk Hr. Total:	T = .7(X) + 12.05
	R^2 = 0.89 , 0.26 Enter, 0.74 Exit
PM Gen Pk Hr. Total:	LN(T) = .89LN(X) + .61
	R^2 = 0.91 , 0.64 Enter, 0.36 Exit
Sat. 2-Way Volume:	LN(T) = .94LN(X) + 2.63, R^2 = 0.93
Sat. Pk Hr. Total:	T = .89(X) + 10.93
	R^2 = 0.9 , 0.54 Enter, 0.46 Exit
Sun. 2-Way Volume:	T = 8.83(X) + -9.76, R^2 = 0.94
Sun. Pk Hr. Total:	LN(T) = .89LN(X) + .44
	R^2 = 0.88 , 0.53 Enter, 0.47 Exit

Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

Summary of Trip Generation Calculation
For 790 Dwelling Units of Residential Condominium / Townhouse
August 17, 2004

ITE LUC 230

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	4.71	0.00	1.00	3719
7-9 AM Peak Hour Enter	0.06	0.00	1.00	46
7-9 AM Peak Hour Exit	0.28	0.00	1.00	224
7-9 AM Peak Hour Total	0.34	0.00	1.00	270
4-6 PM Peak Hour Enter	0.28	0.00	1.00	219
4-6 PM Peak Hour Exit	0.14	0.00	1.00	108
4-6 PM Peak Hour Total	0.41	0.00	1.00	327
Saturday 2-Way Volume	4.16	0.00	1.00	3288
Saturday Peak Hour Enter	0.19	0.00	1.00	147
Saturday Peak Hour Exit	0.16	0.00	1.00	125
Saturday Peak Hour Total	0.34	0.00	1.00	272

Note: A zero indicates no data available.
The above rates were calculated from these equations:

24-Hr. 2-Way Volume:	LN(T) = .85LN(X) + 2.55, R^2 = 0.83
7-9 AM Peak Hr. Total:	LN(T) = .8LN(X) + .26
	R^2 = 0.76 , 0.17 Enter, 0.83 Exit
4-6 PM Peak Hr. Total:	LN(T) = .82LN(X) + .32
	R^2 = 0.8 , 0.67 Enter, 0.33 Exit
AM Gen Pk Hr. Total:	LN(T) = .82LN(X) + .17
	R^2 = 0.8 , 0.18 Enter, 0.82 Exit
PM Gen Pk Hr. Total:	T = .34(X) + 38.31
	R^2 = 0.83 , 0.64 Enter, 0.36 Exit
Sat. 2-Way Volume:	T = 3.62(X) + 427.93, R^2 = 0.84
Sat. Pk Hr. Total:	T = .29(X) + 42.63
	R^2 = 0.84 , 0.54 Enter, 0.46 Exit
Sun. 2-Way Volume:	T = 3.13(X) + 357.26, R^2 = 0.88
Sun. Pk Hr. Total:	T = .23(X) + 50.01
	R^2 = 0.78 , 0.49 Enter, 0.51 Exit

Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

Summary of Trip Generation Calculation
For 18 Holes of Golf Course
August 17, 2004

ITE LUC 430

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	35.74	12.12	1.00	643
7-9 AM Peak Hour Enter	1.75	0.00	1.00	32
7-9 AM Peak Hour Exit	0.47	0.00	1.00	8
7-9 AM Peak Hour Total	2.22	1.82	1.00	40
4-6 PM Peak Hour Enter	1.21	0.00	1.00	22
4-6 PM Peak Hour Exit	1.53	0.00	1.00	28
4-6 PM Peak Hour Total	2.74	1.79	1.00	49
Saturday 2-Way Volume	40.63	17.12	1.00	731
Saturday Peak Hour Enter	2.25	0.00	1.00	41
Saturday Peak Hour Exit	2.34	0.00	1.00	42
Saturday Peak Hour Total	4.59	2.73	1.00	83

Note: A zero indicates no data available.
Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

Summary of Trip Generation Calculation
For 6 Tennis Courts of Tennis Courts
August 17, 2004

ITE LUC 490

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	31.04	13.02	1.00	186
7-9 AM Peak Hour Enter	0.00	0.00	1.00	0
7-9 AM Peak Hour Exit	0.00	0.00	1.00	0
7-9 AM Peak Hour Total	1.67	0.00	1.00	10
4-6 PM Peak Hour Enter	0.00	0.00	1.00	0
4-6 PM Peak Hour Exit	0.00	0.00	1.00	0
4-6 PM Peak Hour Total	3.88	2.23	1.00	23
Saturday 2-Way Volume	27.83	0.00	1.00	167
Saturday Peak Hour Enter	0.00	0.00	1.00	0
Saturday Peak Hour Exit	0.00	0.00	1.00	0
Saturday Peak Hour Total	3.00	0.00	1.00	18

Note: A zero indicates no data available.
Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

Summary of Trip Generation Calculation
For 5.5 Acres of Beach Park
August 17, 2004

ITE LUC 415

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	29.81	47.96	1.00	164
7-9 AM Peak Hour Enter	0.00	0.00	1.00	0
7-9 AM Peak Hour Exit	0.00	0.00	1.00	0
7-9 AM Peak Hour Total	0.00	0.00	1.00	0
4-6 PM Peak Hour Enter	0.38	0.00	1.00	2
4-6 PM Peak Hour Exit	0.92	0.00	1.00	5
4-6 PM Peak Hour Total	1.30	0.00	1.00	7
Saturday 2-Way Volume	66.47	116.34	1.00	366
Saturday Peak Hour Enter	0.54	0.00	1.00	3
Saturday Peak Hour Exit	0.64	0.00	1.00	4
Saturday Peak Hour Total	1.18	1.25	1.00	6

Note: A zero indicates no data available.
Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

WEST BAY CLUB RPD

Subject Property - West Bay Club:

The subject property consists of 866 acres, more or less, located in southwest Lee County, west of US 41 off Williams Road in Estero, in Sections 29, 31 & 32, Township 45 South, Range 25 East and Sections 5 & 6, Township 47 South, Range 25 East. The attached sheet lists the Strap numbers identifying the property. This development is an ongoing project currently in various stages of construction and planning. This parcel falls within the **Estero Planning District.** According to the Lee Plan, this planning district was created:

> To establish a community that embraces its historic heritage, while carefully planning for future growth resulting from Florida Gulf Coast University, the Southwest Florida International Airport, growing population and a unique natural environment. Estero's growth will be planned as a village, establishing defined areas for tasteful shopping, service and entertainment, while protecting and encouraging residential neighborhoods that encourage a sense of belonging. Weaving the community together will be carefully crafted limitations on strip commercial uses, inappropriate signage and certain undesired commercial uses, while additional design guidelines will be established to ensure attractive landscaping, streetscaping, architectural standards, and unified access points. The implementation of this Vision will help reduce the conflict between residential and commercial areas, as well as allow Estero to emerge as a vibrant Lee County Village.

The property is designated *Suburban, Outlying Suburban* and *Wetlands* on the Lee Plan and was rezoned *Residential Planned Development (RPD)* in 1996 by Resolution #Z-96-005 under the name of Estero Pointe. Development has proceeded since that time, together with the preservation and restoration of a number of nature preserves that are part of this *Audubon International Certified Signature Sanctuary.* The West Bay Club project has access to Williams Road and US-41 via West Bay Boulevard. The subject property is currently under development and consists of a mix of upscale luxury single family detached and attached homes, coach homes, a Sports Club, tennis courts, a Golf Club House currently permitted with construction starting soon, significant nature preserves and meditative park sites, an 18 hole award winning golf course, and a driving range.

There have been a number of neighborhoods established within West Bay Club, including the River Brook Run and the Chapel Ridge single-family neighborhood, the Laurel Oaks area, Nature's Cove, Sunset Trace, and the proposed Westlake Court. The **Westlake Court** area and **Laurel Oaks** neighborhood are the only two areas affected by this request. There will be no increases in density, and no land use changes, comprehensive plan amendments, or requests for commercial or other land uses.

In addition, the open space required for this project was 40 percent at the time of the 1996 rezoning request. The request documented that the applicant provided 76 percent open space which

equates to an increase of 90 percent over and above that which is required by the Land Development Code. Furthermore, the indigenous vegetation requirement was 20 percent at that time, and the project provided 56 percent. That equates to an indigenous open space of 185 percent over and above the Land Development Code.

Request:

West Bay Club RPD, formerly known as Estero Pointe RPD, was approved by Resolution Z-96-005 on March 18, 1996, for 1,121 mixed-use residential units on 863.0 acres, more or less. The original and subsequent approvals permitted 630 dwelling units within six (6) multi-family buildings, having a maximum of 20 stories and a height of 220 feet, within Development Areas 3, 4 and 5 (with only one tower within Development Area 5).

(a) Administrative Amendment ADD1999-00056 was approved on February 23, 2000, and allowed single-family development within Development Area 3, otherwise known as Westlake Court. The application for administrative amendment inadvertently requested that the single-family use be approved in lieu of the multi-family use within Development Area 3 instead of simply adding the single-family use to Development Area 3. The Westlake Court plat and development order were subsequently approved and the subdivision infrastructure was constructed. All properties within Westlake Court/Development Area 3 are now owned by the applicant.

The applicant is now requesting that the multi-family use be restored to Development Area 3. This does not change the overall density of the project, nor does it increase the overall number of units within the development. All previously approved conditions in the rezoning approval and in subsequent administrative amendments will be adhered to.

The current ownership group acquired West Bay Club after the bankruptcy of the previous owner. At the time of the 2000 administrative amendment request, the previous owner determined that in order to maximize its cash flow position immediately, the best use for Development Area 3 was to sell large single-family lots. This determination was not based on a rational analysis and understanding of the market; it was the immediate cash-flow decision of a financially troubled company, and an incorrect analysis even in that light. Current market conditions in Lee County do not support the sale of large single-family estate lots within golf course communities. In fact, this may be the least viable segment of the entire market. The applicant therefore requests that Development Area 3 be allowed to develop with multi-family high-rises.

This request will increase open space and buffers within Development Area 3 and will not change the traffic patterns or road network as originally approved in 1996.

(b) The applicant is requesting an addition of approximately one (1) acre of land within the Laurel Oaks neighborhood which, when joined with an existing undeveloped

tract, will allow for the development of four single-family lots. Density will not be

affected, nor will there be any impacts on surrounding landowners. All administrative deviations (except ADD 1999-00056) and final plan approvals shall be incorporated into this RPD.

Proposed Development/Master Concept Plan

The West Bay Club project is a mixed product upscale residential community with an associated 18-hole golf course, numerous nature preserves, and recreational amenity site. Access to the project is via West Bay Boulevard from US 41 and Williams Road. The existing development enjoys a scenic drive throughout featuring numerous lakes, open space and view corridors. Access to the Westlake Court pod is via this main entry road, already constructed, as is access to Laurel Oaks.

West Bay Club RPD has been approved for a total of 1,121 units on 863.0 acres more or less, for a gross density of 1.29 units per acre. This is less than half the density permitted by the land use categories and below that of surrounding areas. The approved mix consisted of 1,075 dwelling units in the Outlying Suburban land use category, and 46 dwelling units in the suburban land use category per PD-98-003 (639 dwelling units within Development Areas 3,4 and 5). Westlake Court is development area 3. The three residential tower development areas were originally permitted by the RPD rezoning. Westlake Court, or Development Area 3 from the original rezoning request, was 3,170 feet from the closest resident within Estero Heights at that time. It is also close to 3,000 feet from the closest point on Estero Bay.

The golf course with the clubhouse area and Sports Club, weaves throughout the community and has been used as a buffer to the residential areas within the site. West Bay Boulevard has been constructed as a very elaborate boulevard with rows of trees, pavement, and a very aesthetically pleasing esplanade with a focal point at the end that serves as the anchor for the clubhouse. Within the development all the roads converge into that main boulevard creating a complete sense of identity.

The design of the community was also constructed along a very carefully selected theme. The architectural guidelines have ensured that the design theme has been preserved and have become an enhancement to the Estero Community and are similar to other developments within this community.

Consistency with Community Plan

This project was brought forward prior to the adoption of the Estero Community Plan. The Estero Plan was developed through a series of public information meetings and design charrettes with the community's residents. The Plan recognized that growth and development is inevitable within the Estero Community but expressed a desire to retain the neighborhood and small town identity and ensure that new development is compatible with the existing character of the community-at-large. West Bay Club has been developed in a way that clearly exceeds all of the goals and policies of the Estero Community Plan, and the proposed changes to the Development Area 3 pod back to the original multi-

family usage meet this goal. The addition of four lots in Laurel Oaks will in no way be a detriment to the plan or negatively impact the Estero Community.

Surrounding Properties

The project lies south of the Estero River. North of the Estero River lies Estero River Bay RPD now owned by TIITF State of Florida. Adjacent to this area is the River Heights Subdivision which has a density of 1.5 dwelling units per acre. To the east of River Heights is Cranbrook Harbor which has a density of .9 dwelling units per acre, and to the east of that are several mobile home parks with densities ranging from 1.3 to 13 dwelling units an acre, along with the Tahiti Mobile Home Park which contains 7.1 dwelling units an acre.

South of this area is the River Woods Plantation RV Park. It has a density of 11.5 dwelling units per acre. Nearby are the Broadway Mobile Homes which have a density of 2.7 dwelling units an acre, and then follows Greenwood Village at Breckenridge which has a density of 1.7 dwelling units an acre.

To the west of the subject site is an AG- 2 parcel, state mangroves, and then the Estero Bay. To the southwest of the subject parcel is an AG-2 vacant parcel, and south of the site is the Pelican Landing DRI RPD, Hilton Hotel and Coconut Pointe RPD, which has a density of 1.9 dwelling units per acre. To the east of the southern property line are AG-2 parcels, scattered residential, a nursery south of Williams Road, and then farther east is Fountain Lakes, development consisting of a density of 3.5 dwelling units an acre. North of Williams Road and to the east of the remainder of the site is River Ridge, RPD, approved for 2.7 dwelling units per acre. Incomparison, the West Bay Club has been approved for 1.29 units per acre, 52% less than the nearby River Ridge density approval.

West Bay Club falls within three land use categories, Wetlands mostly to the west, Suburban, which lies north and south of Williams Road at the entrance and actually contains most of the property east of Halfway Creek. Suburban also sits to the east of Halfway Creek, then the Outlying Suburban category fills in the remainder east of the creek. The main portion of the subject property is Suburban.

While the Lee Plan allowed 334 dwelling units in the Suburban land use category, the original application actually requested only 224 dwelling units. Likewise, 1,199 dwelling units were allowed in the Outlying Suburban category, but the applicant only requested 897 units. Thus, the applicant only requested an overall density of 1.29 dwelling units an acre which equates to a 28 percent reduction in dwelling units allowed by the Lee Plan. Given the developed and approved higher densities in the surrounding area, West Bay Club was well suited for this residential neighborhood and actually helped reduce the overall density of the area.

The riverfront property of the site was originally zoned RM-2 allowing multi-family

buildings fronting on the Estero River. Those multi-family buildings were allowed under the Land Development Code to construct to an unlimited height so long as they complied with additional setback requirements of the Land Development Code. This would have allowed two 20-story-high structures sitting back from the Estero River 117 feet; by right those structures could have been constructed that close to the river. However, the applicant was very sensitive to the concerns of the residents within Estero Heights north of Estero River, and the original zoning removed that use and in its place substituted a recreational area that allowed 80 percent open space and other recreational areas as opposed to multi-family structures.

Since the original rezoning a number of new projects have been approved or come online in the immediate vicinity, including the Coconut Pointe Hyatt Regency Resort to the southwest and the Coconut Pointe Mall at US 41 and Williams Road to the east. The mall will contain 1.3 million square feet of commercial uses. Additional intense commercial rezoning requests are also going through the process at this time along the US 41 corridor near Williams and Corkscrew Roads. This area has become even more urbanized than originally anticipated and the residential towers proposed is in keeping with these other upscale projects.

LEE PLAN CONSISTENCY

Estero Planning District: The West Bay Club lies within the Estero Planning District. This District was created: To establish a community that embraces its historic heritage, while carefully planning for future growth resulting from Florida Gulf Coast University, the Southwest Florida International Airport, growing population and a unique natural environment. Estero's growth will be planned as a village, establishing defined areas for tasteful shopping, service and entertainment, while protecting and encouraging residential neighborhoods that encourage a sense of belonging. Weaving the community together will be carefully crafted limitations on strip commercial uses, inappropriate signage and certain undesired commercial uses, while additional design guidelines will be established to ensure attractive landscaping, streetscaping, architectural standards, and unified access points. The implementation of this Vision will help reduce the conflict between residential and commercial areas, as well as allow Estero to emerge as a vibrant Lee County Village.

The existing development at West Bay Club has clearly embraced this vision for its own development plan, using state of the art landscaping and preservation treatments for above the required architectural standards and unifying treatment throughout the project.

The subject property falls within the Suburban, Outlying Suburban and Wetland designations of the Lee Plan. The following policies reflect these land uses. The West Bay Club development has been fully consistent with all of these objectives and policies. The proposed change back from single-family to multi-family uses within Development Area 3 is fully consistent with these land use policies.

> **POLICY 1.1.5:** The **Suburban** areas are or will be predominantly residential areas that are either on the fringe of the Central Urban or Urban Community areas or in areas where it is appropriate to protect existing or emerging residential neighborhoods. These areas provide housing near the more urban areas but do not provide the full mix of land uses typical of urban areas. The standard residential densities are the same as the Urban Community category. Higher densities, commercial development greater than neighborhood centers, and industrial land uses are not permitted. Bonus densities are not allowed. (Amended by Ordinance No. 94-30)
>
> **POLICY 1.1.6:** The **Outlying Suburban** areas are characterized by their peripheral location in relation to established urban areas. In general, these areas are rural in nature or contain existing low-density development. Some, but not all, of the requisite infrastructure needed for higher density development is generally planned or in place. It is intended that these areas will develop at lower residential densities than other Future Urban Areas. As in the Suburban areas, higher densities, commercial development greater than neighborhood centers and industrial land uses are not permitted. The standard density range is from one dwelling unit per acre (1 du/acre) to three dwelling units per acre (3 du/acre). Bonus densities are not allowed. In the Outlying Suburban area in North Fort Myers east of 1-75 and in the Buckingham area (see Goal 17),

the maximum density permitted is two dwelling units per acre (2 du/acre). (Amended by Ordinance 91-19)

POLICY 1.5.1: Permitted land uses in **Wetlands** consist of very low-density residential uses and recreational uses that will not adversely affect the ecological functions of wetlands. All development in Wetlands must be consistent with Goal 84 of this plan. The maximum density is one dwelling unit per twenty acres (1 du/20 acre) except as otherwise provided in Table 1(a) and Chapter XIII of this plan. (Amended by Ordinance No. 94-30)

POLICY 1.5.2: When the exact location of Wetlands boundaries is in question, Chapter XIII of this plan provides an administrative process, including a field check, to precisely define the boundary. (Amended by Ordinance No. 94-30)

The proposal to amend the development plan to permit the residential towers within Development Area 3 also fulfills Lee Plan **OBJECTIVE 2.1: DEVELOPMENT LOCATION,** which states that "Contiguous and compact growth patterns will be promoted through the rezoning process to contain urban sprawl, minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, prevent development patterns where large tracts of land are by-passed in favor of development more distant from services and existing communities. (Amended by Ordinance No. 94-30, 00-22)" As stated by this objective, the use of residential towers on this site will conserve land and natural resources and is consistent with the use of the two other separated development pods within the West Bay project.

This proposal is also consistent with **POLICY 2.1.1:** Most residential, commercial, industrial, and public development is expected to occur within the designated Future Urban Areas on the Future Land Use Map through the assignment of very low densities to the non- urban categories. The residential towers are within the Future Urban Areas on the Future Land Use Map, and large portions of other areas of the site are and will remain in nature preserve.

The proposal is also consistent with **OBJECTIVE 2.2: DEVELOPMENT TIMING.** Direct new growth to those portions of the Future Urban Areas where adequate public facilities exist or are assured and where compact and contiguous development patterns can be created. Development orders and permits (as defined in F.S. 163.3164(7)) will be granted only when consistent with the provisions of Sections 163.3202(2)(g) and 163.3180, Florida Statutes and the county's Concurrency Management Ordinance. (Amended by Ordinance No. 94-30, 00-22). The project is already located within a developing area and is presently served by all public facilities and services. As such, it is consistent with Policy 2.2.1.

POLICY 2.2.1: Rezonings and development-of-regional-impact proposals will be evaluated as to the availability and proximity of the road network; central sewer and water lines; community facilities and services such as schools, EMS, fire and police protection, and other public facilities; compatibility with surrounding land uses; and any other relevant facts affecting the public health, safety, and welfare. (Amended by Ordinance No. 94-30, 00-22)

By virtue of the previously approved RPD and approval by the Board of County Commissioners for the West Bay Club development plan and previously approved residential towers, the current request is also consistent with **POLICY 2.2.2:** Map 1 of the Future Land Use Map series indicates the uses and density ranges that will ultimately be permitted on a given parcel. However, it is not a guarantee that such densities or uses are immediately appropriate, as the map provides for the county's growth over the coming 26 years. During the rezoning process the Board of County Commissioners will balance the overall standards and policies of this plan with three additional factors:

1. Whether a given proposal would further burden already overwhelmed existing and committed public facilities such that the approval should be delayed until the facilities can be constructed; and

2. Whether a given proposal is for land so far beyond existing development or adequate public facilities that approval should be delayed in an effort to encourage compact and efficient growth patterns; and

3. Whether a given proposal would result in unreasonable development expectations, which may not be achievable because of acreage limitations contained in the Acreage Allocation Table (see Policy 1.7.6, Map 16 and Table 1(b)).

By virtue of the previous approval, it was therefore determined that the towers, along with the rest of the project, those public facilities would not be burdened by the project. The additional four lots will not place a burden either.

The proposal is also consistent with **POLICY 5.1.2:** Prohibit residential development where physical constraints or hazards exist, or require the density and design to be adjusted accordingly. Such constraints or hazards include but are not limited to flood, storm, or hurricane hazards; unstable soil or geologic conditions; environmental limitations; aircraft noise; or other characteristics that may endanger the residential community.

The proposal is also consistent with the following three residential land use policies of the Lee Plan:

POLICY 5.1.3: During the rezoning process, direct high-density residential developments to locations that are near employment and shopping centers; are close to parks and schools; and are accessible to mass transit and bicycle facilities. (Amended by Ordinance No. 94-30)

POLICY 5.1.5: Protect existing and future residential areas from any encroachment of uses that are potentially destructive to the character and integrity of the residential environment. Requests for conventional rezonings will be denied in the event that the

buffers provided in Chapter 10 of the Land Development Code are not adequate to address potentially incompatible uses in a satisfactory manner. If such uses are proposed in the form of a planned development or special exception and generally applicable development regulations are deemed to be inadequate, conditions will be attached to minimize or eliminate the potential impacts or, where no adequate conditions can be devised, the application will be denied altogether. The Land Development Code will continue to require appropriate buffers for new developments. (Amended by Ordinance No.94-30, 99-15, 00-22)

POLICY 5.1.6: Maintain development regulations that require high-density, multifamily, cluster, and mixed-use developments to have open space, buffering, landscaping, and recreation areas appropriate to their density and design. (Amended by Ordinance No. 94-30)

The Lee County Board of County Commissioners had already deemed the residential towers consistent with these policies during the original rezoning request in 1996, and these policies still hold true at this time. The four lots are also consistent.

Additional policies the project was and will still continue to be consistent with include:

POLICY 5.1.7: Maintain development regulations that require that community facilities (such as park, recreational, and open space areas) in residential developments are functionally related to all dwelling units and easily accessible via pedestrian and bicycle pathways. These pathways must be interconnected with adjoining developments and public pathways whenever possible. Townhouses, condominiums, apartments, and other types of multi-family residential development must have directly accessible common open space. (Amended by Ordinance No. 94-30, 00-22)

OBJECTIVE 75.1: DEVELOPMENT IN COASTAL HIGH HAZARD AREAS. Development seaward of the 1991 Coastal Construction Control Line will require applicable State of Florida approval; new development on barrier islands will be limited to densities that meet required evacuation standards; new development requiring seawalls for protection from coastal erosion will not be permitted; and allowable densities for undeveloped areas within coastal high hazard areas will be considered for reduction. (Amended by Ordinance No. 92-35, 93-25, 94-30, 00-22)

POLICY 75.1.1: County policy regarding development seaward of the updated 1991 Coastal
Construction Control Line will be re-evaluated approximately every five years beginning in 1995 to assess the adequacy of policies and practices developed by the Department of Environmental Protection. (Amended by Ordinance No. 92-35, 94-30, 00-22)

POLICY 75.1.2: Rezonings to allow higher densities will not be permitted on barrier and coastal islands if the capacity of critical evacuation routes would thereby be exceeded (see Objective 79.1). (Amended by Ordinance No. 92-35, 00-22)

POLICY 75.1.3: Shoreline development in V Zones will be protected from coastal erosion,

wave action, and storms by vegetation, setbacks, and/or beach renourishment, rather than by seawalls or other hardened structures which tend to hasten beach erosion (see also policies under Objective 83.2). Repairs of lawfully constructed, functional, hardened structures as defined in F.S. Chapter 161 may be allowed subject to applicable state and local review and approval. (Amended by Ordinance No. 92-35, 00-22)

POLICY 75.1.4: Through the Lee Plan amendment process, land use designations of undeveloped areas within coastal high hazard areas will be considered for reduced density categories (or assignment of minimum allowable densities where density ranges are permitted) in order to limit the future population exposed to coastal flooding. (Amended by Ordinance No. 92-35, 94-30, 00-22)

OBJECTIVE 100.1: HOUSING AVAILABILITY. Work with private and public housing providers to ensure that the approximately 48,562 additional dwellings needed by 2010 are provided in types, costs, and locations to meet the needs of the Lee County population. Lee County will update this forecast of additional dwelling units using state mandated methodologies during the next update of this Housing Element, which will occur no later than the next scheduled Evaluation and Appraisal Report. (Amended by Ordinance No. 94-30, 98-09)

POLICY 100.1.1: Provide information, technical assistance, and incentives to the private sector to maintain a housing production capacity sufficient to meet the required production. This will be accomplished through the programs identified in the Local Housing Assistance Plan and the Lee County Consolidated Plan. (Amended by Ordinance No. 94-30, 98-09, 00-22)

POLICY 100.1.2: The County will continue efforts to form public-private partnerships to produce affordable housing for low- and moderate-income households with local private nonprofit housing agencies, local for profit developers, local lenders, the Lee County Housing Authority, the Lee County Housing Finance Authority. (Amended by Ordinance No. 00-22)

POLICY 100.1.9: The County will ensure a mix of residential types and designs on a countywide basis by providing for a wide variety of allowable housing densities and types through the planned development process and a sufficiently flexible Future Land Use Map. (Amended by Ordinance No. 00-22).

POLICY 100.1.10: Lee County's housing programs will be administered so as to affirmatively further fair housing. (Amended by Ordinance No. 94-30, 00-22).

POLICY 100.9.5: New development adjacent to areas of established residential neighborhoods must be compatible with or improve the area's existing character. (Amended by Ordinance No. 00-22).

COMPLIANCE WITH LAND DEVELOPMENT CODE

Sec. 34-411, Division 3, Design Standards

(a) All planned developments shall be consistent with the provisions of the Lee Plan.

As indicated in the previous section, West Bay Club has and will continue to be fully consistent with the provisions of the Lee Plan, and has either met or exceeded a number of objectives and policies of the Lee Plan. This is evident in the project being named an Audubon International Certified Signature Sanctuary. This proposal for the residential towers will result in a number of policies being either met or exceeded in conjunction with the rest of the development.

(b) All planned developments, unless otherwise accepted, shall be designed and constructed in accordance with the provisions of all applicable county development regulations in force at that time.

West Bay Club has and will continue to be designed and constructed in accordance with the provisions of all applicable county development regulations in force at that time. This is evident in the project being named an Audubon International Certified Signature Sanctuary. The residential towers as proposed will as well.

(c) The tract or parcel proposed for development under this article must be located so as to minimize the negative effects of the resulting land uses on surrounding properties and the public interest generally, and must be of such size, configuration and dimension as to adequately accommodate the proposed structures, all required open space, including private recreational facilities and parkland, bikeways, pedestrian ways, buffers, parking, access, on-site utilities, including wet or dry runoff retention, and reservations of environmentally sensitive land or water.

The, residential tower parcel proposed for development this will be located so as to minimize the negative effects of the resulting land uses on surrounding properties and the public interest generally, and must be of such size, configuration and dimension as to adequately accommodate the proposed structures, all required open space, including private recreational facilities and parkland, bikeways, pedestrian ways, buffers, parking, access, on-site utilities, including wet or dry runoff retention, and reservations of environmentally sensitive land or water. In fact, the use of residential towers on this site will greatly minimize sprawl effects and maximize open space and nature preserve opportunities.

(d) The tract or parcel shall have access to existing or proposed roads:

(1) In accordance with Chapter 10 and as specified in the Lee Plan traffic circulation

element or the official trafficways map of the county.

The parcel has access to the existing roadway network and proposed improvements to this network. US 41 is being widened in this vicinity, Sandy Lane and Three Oaks Parkway are proposed for extensions and improvements, and the widening of 1-75 is expected to be accelerated in the near future, as are extensions of Koreshan Blvd. and Treeline, all improving the road network in the Estero Community.

(2) That have either sufficient existing capacity or the potential for expanded capacity to accommodate both the traffic generated by the proposed land use and that traffic expected from the background (through traffic plus that generated by surrounding land uses) at a level of service D or better on an annual average basis and level of service E or better during the peak season, except where higher levels of service on specific roads have been established in the Lee Plan; and

See response above.

(3) That provide ingress and egress without requiring site-related industrial traffic to move through predominantly residential areas.

The site related traffic does not move through other residential areas. There is no industrial traffic in this portion of the County.

(e) If within the Lee Tran public transit service area, the development shall be designed to facilitate the use of the transit system.

Lee Tran presently services this portion of Lee County and will continue to do so.

(f) Development and subsequent use of the planned development shall not create or increase hazards to persons or property, whether on or off the site, by increasing the probability or degree of flood, erosion or other danger, nor shall it impose a nuisance on surrounding land uses or the public's interest generally through emissions of noise, glare, dust, odor, air or water pollutants.

Development and subsequent use of the proposed residential towers shall not create or increase hazards to persons or property, whether on or off the site, by increasing the probability or degree of flood, erosion or other danger, nor shall it impose a nuisance on surrounding land uses or the public's interest generally through emissions of noise, glare, dust, odor, air or water pollutants. All development will comply with all state and local regulations pertaining to noise, glare, dust and odor.

(g) Every effort shall be made in the planning, design and execution of a planned development to protect, preserve or to not unnecessarily destroy or alter natural, historic or archaeological features of the site, particularly mature native trees and other threatened or endangered native vegetation. Alteration of the vegetation or topography that unnecessarily disrupts the surface water or groundwater hydrology, increases erosion of the land, or destroys significant wildlife habitat is prohibited. That habitat is significant that is critical for the survival of rare, threatened or endangered species of flora or fauna.

The applicant provided 76 percent open space, which equates for an increase of 90 percent over and above that which is required by the Land Development Code. That is an increase of 90 percent. Furthermore, the indigenous vegetation requirement was 20 percent at that time, and the project provided 56 percent. That equates to an indigenous open space of 185 percent over and above the Land Development Code. The existing development has clearly preserved substantial portions of the site in a nature preserve that is an enhancement to the entire community and the development in particular. This is evident in the project being named an Audubon International Certified Signature Sanctuary. The proposed residential towers will continue to enable the applicant to preserve and enhance natural features of the site and prevent destruction of vegetation and wildlife habitat.

(h) A fundamental principle of planned development design is the creative use of the open space requirement to produce an architecturally integrated human environment. This shall be coordinated with the achievement of other goals, e.g., the preservation or conservation of environmentally sensitive land and waters or archaeological sites.

As stated above, this site has clearly allowed nature to prevail and has some of the largest nature preserve areas in the Estero Community. The preservation or conservation of environmentally sensitive land and waters has already occurred, and will be enhanced by the proposed residential towers. There are no historic or archeological features on the site to anyone's knowledge.

(i) Site planning and design shall minimize any negative impacts of the planned development on surrounding land and land uses.

This development has fully minimized any negative impacts on surrounding land and land uses, and has created siginificant buffers with the nature preserve areas and other features of the site plan. This is evident in the project being named an Audubon International Certified Signature Sanctuary. The proposed residential towers will be substantially buffered from existing surrounding uses. These towers were previously approved by the Lee County Board of County Commission in 1996, so they were already deemed consistent with surrounding uses and not detrimental to these existing areas. In addition, since 1996, several large commercial developments including the Cocount Point Mall and the Hyatt have been approved in the area.

(j) Where a proposed planned development is surrounded by existing development or land

use with which it is compatible and of an equivalent intensity of use, the design emphasis shall be on the integration of this development with the existing development, in a manner consistent with current regulation.

The design emphasis of West Bay Club has been on the integration of itself with the existing development surrounding it, in a manner consistent with current regulation, and actually has enhanced the surrounding area and the Estero Community. This is evident in the project being named an Audubon International Certified Signature Sanctuary.

(k) Where the proposed planned development is surrounded by existing development or land use with which it is not compatible or which is of a significant higher or lower intensity of use (plus or minus ten percent of the gross floor area per acre if a commercial or industrial land use, or plus or minus 20 percent of the residential density), or is surrounded by undeveloped land or water, the design emphasis will be to separate and mutually protect the planned development and its environs.

Not Applicable. See answer J above. However, West Bay Club has actually succeeded in separating and mutually protecting the planned development and its environs through its Audubon International Certified Signature Sanctuary.

(l) In large residential or commercial planned developments, the site planner is encouraged to create subunits, neighborhoods or internal communities which promote pedestrian activity and community interaction.

Throughout West Bay Club, it is evident that the development has created subunits, neighborhoods or internal communities which have promoted pedestrian activity and community interaction.

(m) In order to enhance the viability and value of the resulting development, the designer shall ensure the internal buffering and separation of potentially conflicting uses within the planned development.

Since all uses are residential, there are no conflicting uses within West Bay Club. There have been significant levels of internal buffering and separation of housing product types within the development, to create a neighborhood feel. In addition, the residential towers are a substantial distance from the other on site uses and surrounding neighborhoods.

(n) Density or type of use, height and bulk of buildings and other parameters of intensity should vary systematically throughout the planned development. This is intended to permit the location of intense or obnoxious uses away from incompatible land uses at the planned development's perimeter, or, conversely, to permit the concentration of intensity where it is desirable, e.g., on a major road frontage or at an intersection.

The residential towers, which could be deemed as the most intense uses in the project are furthest away from the other residential land uses in the project and are to

be located at the planned development's perimeter, surrounded by nature preserve areas.

(o) Unless otherwise provided for in this article, minimum parking and loading requirements shall be as set forth in article VII, divisions 25 and 26, of this chapter. Where it can be reasonably anticipated that specified land uses are generators of occasional peak demand for parking space, a portion of the required parking may be pervious or semi-pervious surfaces subject to the condition that it be constructed and maintained so as to prevent erosion of soil. In all cases, however, sufficient parking shall be provided to prevent the spilling over of parking demand onto adjacent properties or rights-of-way at times of peak demand.

The subject development has and will continue to comply with the parking requirements of LDC Section 34.

(p) Joint use of parking by various land uses within the planned development may be permitted by special condition where it can be demonstrated or required that the demand for parking by the various uses will not conflict. Joint parking agreements between uses within and uses without the planned development shall be governed by agreement per general regulation (see section 34-2018), without exception.

Not applicable.

(q) Internal consistency through sign control, architectural controls, uniform planting schedules and other similar controls is encouraged.

Internal consistency through sign control, architectural controls, uniform planting schedules and other similar controls has been accomplished throughout West Bay Club and will continue to be done.

DISCUSSION ON DECISION-MAKING GUIDELINES COMPLIANCE

Sections 34-373(a)(5), 145(c)(2) a&e, and 145(d)(3)

(a) Whether there exists changed or changing conditions that make approval of the request appropriate.

Changed or changing conditions do exist that make approval of the requested residential towers within the existing RPD appropriate. West Bay Club project has been built with substantial success and has been awarded the Audubon International Certified Signature Sanctuary stature. The removal of the residential towers to single family inadvertently did not include retaining the towers to provide flexibility to the developer. At this time, market conditions are such that the residential towers would be more appropriate for the site, would enable the preservation of significantly more open space, and does not change the density of the project. Additional substantial commercial development has since been approved in the Estero Community, it has become significantly more urbanized than in 1996 when the original zoning was approved, and thus the residential tower reinstatement would be appropriate for the development. The addition of four single-family lots also is appropriate, and does not change the density of the project.

(e) Whether the request is consistent with the goals, objectives, policies and intent of the Lee Plan. The request is consistent with the goals, objective, policies and intent of the Lee Plan, as discussed in Exhibit 6-G.

(3) Findings. Before preparing his recommendation to the Board of County Commissioners on a rezoning, the hearing examiner must find that:

a. The applicant has proved entitlement to the rezoning or special exception by demonstrating compliance with the Lee Plan, this land development code, and any other applicable code or regulation:
See Exhibits 6-G and 6-H.

b. The request will meet or exceed all performance and location standards set forth for the potential uses allowed by the request:

The request will meet or exceed all performance and location standards. The existing West Bay Club has met or exceeded all performance standards.

c. The request, including the use of TDR or affordable housing bonus density units, is consistent with the densities, intensities and general uses set forth in the Lee Plan: See Exhibit 6-G.

d. The request is compatible with existing or planned uses in the surrounding area. See Exhibits 6-G and 6-H.

Approval of the request will not place an undue burden upon existing transportation or

planned infrastructure facilities and will be served by streets with the capacity to carry traffic generated by the development. See Exhibits 6-G and 6-H.

e. Approval of the request will not place an undue burden upon existing transportation or planned infrastructure facilities and will be served by streets. See Exhibit 6-H.

The request will not place an undue burden upon existing transportation or planned infrastructure facilities and will be served by streets with the capacity to carry traffic generated by the development.

f. Where applicable, the request will not adversely affect environmentally critical areas and natural resources.

The request will not adversely affect environmentally critical areas and natural resources. In fact, the project has been declared an Audubon International Certified Signature Sanctuary, and has significant amounts of nature preserve and open space features unique to developments within this area.

g. In the case of a planned development rezoning, the decision of the hearing examiner must also be supported by the formal findings required by sections 34-377(a)(2) and (4)

h. Where the change proposed is within a future urban area category, the hearing examiner must also find that urban services, as defined in the Lee Plan, are, or will be, available and adequate to serve the proposed land use.

i. Urban services, as defined in the Lee Plan, are, or will be, available and adequate to serve the proposed land use. Services are all in place within the existing development at this time.

The recommendation made to the Board of County Commissioners must be supported by formal findings that address the guidelines set forth in section 34-145(d)(3) of this chapter. In addition, the findings must address whether the following criteria can be satisfied:

Please refer to Exhibits 6-G and 6-H.

a. The proposed use or mix of uses is appropriate at the subject location; See Exhibits 6-G and 6-H.

b. The recommended conditions to the concept plan and other applicable regulations provide sufficient safeguards to the public interest.

Sufficient safeguards to the public interest will be provided.

c. The recommended conditions are reasonably related to the impacts on the public's interest created by or expected from the proposed development.

(4) If the application includes a schedule of deviations pursuant to section 34-412, the hearing examiner's recommendation must approve with modification or reject each requested deviation based upon a finding that each item:

a. Enhances the achievement of the objectives of the planned development; and

b. Preserves and promotes the general intent of this chapter to protect the public health, safety and welfare.

If the hearing examiner concludes that the application omits necessary deviations, he may include those omitted deviations in his recommendation without an additional hearing.

No additional deviations are being requested with this submittal.

RESOLUTION NUMBER Z-96-005

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

WHEREAS, Atlantic Gulf Communities Corporation filed an application for a rezoning from AG-2 (Agricultural), C-2 (Commercial), CS-1 (Special Commercial Office) and RM-2 (Residential Multiple Family) to Residential Planned Development, in reference to Estero Pointe; and

WHEREAS, the subject property is located at 4651 Williams Road, Estero, and is described more particularly as:

LEGAL DESCRIPTION: In Sections 29, 30, 31, and 32, Township 46 South, Range 25 East; and Sections 05 and 06, Township 47 South, Range 25 East, Lee County, Florida.

Beginning at the North Quarter Section corner of said Section 05, Township 47 South, Range 25 East, said point being the Northeast corner of Lot 56B of FLORIDA GULF LAND COMPANY SUBDIVISION as recorded in Plat Book 1 at Page 59, Lee County Records and run S00°40'16"E for 30.00 feet to the South right-of-way (ROW) line of Williams Road (60 feet wide);
THENCE run N89°00'18"E along said South line for 165.26 feet;
THENCE run S00°36'29" E for 200.00 feet to the Southeast corner of lands described in deed recorded in Official Record Book 2465 at Page 3044, Lee County Records;
THENCE run S89°00'18"W along the South line of said lands for 494.00 feet to an intersection with the East line of Lot 55B of said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run S00°47'09"E along said East line for 765.00 feet;
THENCE run S88°57'37"W for 327.43 feet to an intersection with the East line of Lot 54B;
THENCE run S00°54'02"E for 351.20 to the Southeast corner of Lot 54B;
THENCE run N89°15'52"E along the South line of Lots 55B and 56B for 653.45 feet;
THENCE run N89°15'52"E along the South line of Lot 57B for 327.60 feet;
THENCE run S00°32'41"E along the East line of Lot 40B for 1,350.95 feet;
THENCE run S89°31'44"W for 324.62 feet to the center of said Section 05, said point being the Southwest corner of said Lot 40B;
THENCE run S89°34'40"W for 2,592.29 feet to the West Quarter section corner of Section 05, said point being the Southwest corner of Lot 48B of said subdivision;

continued...

THENCE run S01°31'46"E for 92.78 feet to the Southeasterly corner of lands described in deed recorded in Official Record Book 2192 at Page 567, Lee County Records;
THENCE run along the South line of said lands the following courses:
S89°10'55"W for 349.43 feet;
S00°49'50"E for 162.49 feet;
N81°20'47"W for 600.53 feet;
S46°11'51"W for 77.45 feet;
THENCE run N01°35'45"W along the West line of said lands for 2,875.95 feet to an intersection with the North line of said Section 06;
THENCE run S88°56'02"W along the North line of said Section 06 for 1,638.66 feet to the Southwest corner of lands described in deed recorded in Official Record Book 1509 at Page 221, Lee County Records, said point also being the Southwest corner of Lot 8A of said FLORIDA GULF LAND COMPANY SUBDIVISION and the South Quarter (S¼) Section corner of Section 31, Township 46 South, Range 25 East;
THENCE run N00°22'46"W along the West line of said lands along the North/South Quarter (N/S¼) Section line for 2,656.37 feet to the Northwest corner of Lot 25A, said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE continue N00°22'46"W along the West line of said lands and the West line of Lots 40A and 57A of said subdivision for 2,391 feet, more or less to the waters of the Estero River;
THENCE run Northeasterly, Southeasterly, Southwesterly, Southerly, Southeasterly and Northeasterly along said waters for 5,030 feet, more or less to an intersection with the East line of the Southeast Quarter (SE¼) of said Section 30, Township 46 South, Range 25 East;
THENCE run N00°32'05"W along said East line for 224 feet, more or less to said waters;
THENCE run Southeasterly, Southwesterly, Westerly and Southwesterly along said waters for 1,213 feet, more or less to an intersection with the North line of said Section 32, Township 46 South, Range 25 East, said line being the North line of Lot 49A of said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run N87°54'53"E along said North line for 628 feet, more or less to said waters for 485 feet, more or less to an intersection with the East line of Lot 52A, said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run S00°43'04"E along said East line of Lot 52A for 1,190 feet, more or less to the Southeast corner of lands described in deed recorded in Official Record Book 1807 at Page 4091, Lee County Records, said point being the Southeast corner of said Lot 52A of said subdivision;
THENCE run N88°27'02"E along the North line of Lots 44A, 43A, 42A and 41A of said FLORIDA GULF LAND COMPANY SUBDIVISION for 1,257.39

continued...

feet to an intersection with the Southwesterly line of a Florida Power and Light Company transmission line easement (100) feet wide);
THENCE run S20°51'33"E along said Southwesterly line for 125.36 feet to an intersection with the North/South Quarter (N/S¼) Section line of said Section 32;
THENCE run S00°55'33E along said Quarter section line and along the corner of lands described in deed recorded in Official Record Book 1528 at Page 12, Lee County Records, said point also being the Southeast corner of said Lot 41A;
THENCE run S00°56'02"E along said North/South Quarter Section line and the East line of Lot 41A of said subdivision for 1,226.63 feet to the Southeast corner of lands described in deed recorded in Official Record Book 1528 at Page 12, Lee County Records, said point also being the Southeast corner of said Lot 41A;
THENCE run S00°56'02"E along said North/South Quarter Section line and the East line of Lots 24A and 9A of FLORIDA GULF LAND COMPANY SUBDIVISION for 2,644.19 feet to the POINT OF BEGINNING.

WHEREAS, the applicant has indicated the property's current STRAP numbers are:

29-46-25-01-0000G.0010	30-46-25-00-00002.0010	31-46-25-01-00001.0000
31-46-25-01-00002.0000	31-46-25-01-00003.0040 through .0060	
31-46-25-01-00003.006B	31-46-25-01-00003.0080	31-46-25-01-00003.0380
32-46-25-01-00003.0110	32-46-25-01-00003.0120	32-46-25-01-00003.0140
32-46-25-01-00003.0500	32-46-25-01-00004.0000	32-46-25-01-00004.0010
32-46-25-01-00004.001A	32-46-25-01-00005.0000	32-46-25-01-00006.0000
32-46-25-01-00007.0000	32-46-25-01-00008.0000	32-46-25-01-00009.0000
32-46-25-01-00010.0000	32-46-25-01-00011.0000	05-47-25-01-00003.0130
05-47-25-01-00003.0400	05-47-25-01-00003.040A through .040D	
05-47-25-01-00003.0510	05-47-25-01-00003.0520	05-47-25-01-00003.0540
05-47-25-01-00003.0550	05-47-25-01-00003.055C	
05-47-25-01-00019.0000 through .0030		06-47-25-00-00002.0020;

and

WHEREAS, Atlantic Gulf Communities Corporation, the owner of the subject parcel, authorized Henderson, Franklin, Starnes & Holt, P.A. and Johnson Engineering, Inc. to act as agent to pursue this zoning application; and

WHEREAS, a public hearing was advertised and held on January 23, 1996 before the Lee County Hearing Examiner, who gave full consideration of the evidence available; and

WHEREAS, a public hearing was advertised and held on March 18, 1996 before the Lee County Board of County Commissioners, who gave full and complete consideration to the recommendations of staff, the Hearing Examiner, the documents on file with the county, and the testimony of all interested persons.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, that the Board APPROVES with conditions the requested rezoning from AG-2, C-2, CS-1 and RM-2 to RPD.

SECTION A. CONDITIONS:

The RPD rezoning and Master Concept Plan are subject to the following conditions:

1. The development of this project must be in accordance with the five-page Master Concept Plan stamped received January 5, 1996, except as modified by the conditions below. This approval does not alleviate the need to comply with all state and county development regulations, except as specifically modified by this approval. Rezoning the subject property does not include those properties owned by the state, i.e., submerged lands.

2. Prior to any local Development Order approval for vertical development, the Developer must submit an application for Final Plan approval (FPA). The purpose of the FPA process is to ensure compliance with the Zoning Resolution and Land Development Code, to allow detailed review of deviations conceptually approved herein, while allowing the Developer the flexibility to respond to changing conditions. Any substantial change in the type, intensity or configuration of development within the RPD may require further review through a public hearing. Said determination shall be made by the Director of Community Development.

   The following information must be provided on the Final Plan:

   - uses: type and amount, i.e. number of dwelling units or square feet of commercial use
   - access
   - location and dimensions of internal roadways
   - location and dimensions of buildings/structures
   - boundary of development tract
   - adjacent zoning and land uses
   - detailed drawings showing the application of deviations
   - buffers and/or landscape strips
   - open space, including an ongoing tabulation of required open space
   - a cumulative analysis of the total number of dwelling units that have received local Development Order approval.

3. Permitted uses are limited to the following:

Accessory Uses and Structures
Accessory Apartment (df)
Administrative Office (df)

ATM
Bait and Tackle Shop
Banks and Financial establishments, Group I [Section 34-622(c)(3)]
Business Services, Group I, and Group II if limited to lawn and garden services and swimming pool cleaning services [Section 34-622(c)(5)]
Canoe Launch
Clubs
    Country (df)
    Private (df)
Consumption on Premises [Section 34-1261]
Convenience Food and Beverage Store (df)
Day Care Center, Child (df)
Drugstore (df), Pharmacy (df)
Dwelling Unit
Single Family (df)
Semi-Detached (duplex)
Two-Family Attached (df)
Townhouse (df)
Multiple Family Building (df)
Zero Lot Line (df)
Entrance Gates and Gatehouse (df)
Essential Services (df)
Essential Service Facilities, All Groups [Section 34-622(c)(13)]
Excavation - Water Retention
Fences, Walls
Food and Beverage Service, Limited (df)
Food Stores, Group I [Section 34-622(c)(16)] including a gourmet grocery store
Gift and Souvenir Shop (df)
Golf Course and Accessory Facilities
Golf Driving Range and Golf Training Facility
Helistop (df)
Home/Care Facility (df)
Home Occupation
Laundry or Dry Cleaning [Section 34-622(c)(24)
Model Home, Unit, Display Center
Parks, Private, Group I [Section 34-622(c)(32)]
Parking Lot Accessory (df)
Personal Services, Groups I and II [Section 34-622(c)(33)]
Pharmacy (df)
Post Office (df)
Private Boat Ramp and Observation/Fishing Pier
Recreational Facilities
    Personal (df)
    Private (df)

Real Estate Sales Office
Residential Accessory Uses [Section 34-622(c)(42)]
Restaurants, Groups I, II and III [Section 34-622(c)(43)]
Signs, in accordance with LDC Chapter 30
Specialty Retail Shops, Groups I & II [Section 34-622(c)(47)]
Temporary Uses
Temporary Construction Trailer
Temporary Sales Center
Units of High Impact (df) including time share

The approved commercial uses are prohibited east of Development Areas 6, 7, and 9, must comply with LDC Section 34-937, and are restricted to use by residents and their guests only.

4. The RPD is limited to a maximum total of 1,121 residential dwelling units with the following distribution:

   a. A maximum of 1,020 dwelling units are permitted in the subject properties located within the Outlying Suburban Land Use Category.

   b. A maximum of 630 dwelling units are permitted within Development Areas 3, 4, and 5.

5. The property development regulations must be in accordance with the attached table entitled "Property Development Regulations for Estero Pointe" stamped received January 5, 1996, except as modified herein. (See Attachment B)

6. The following conditions apply to the riverfront/recreational areas:

   a. Outdoor entertainment is prohibited at the restaurant;

   b. The service of alcoholic beverages in conjunction with outdoor seating at the restaurant is limited to the hours of 7:00 a.m. to 12:00 midnight.

   c. All lighting along the river must be arranged and directed away from adjacent properties and the river.

   d. The parking area for the restaurant and boat ramp must be landscaped for the purpose of screening headlights from the river. Existing native vegetation may be used in whole or in part to meet this requirement.

   e. A 75 percent opaque vegetative screen must be installed prior to issuance of a Certificate of Compliance for the restaurant. The vegetative screen for the restaurant must be located on the north and northeast side of the building.

The size, type and actual location of the vegetative screen will be reviewed through the Final Plan Approval process. Existing native vegetation may be used in whole or in part to meet this requirement.

f. Development Area 2 must provide a 50-foot-wide vegetative screen along the northeast boundary of the Development Area consisting of the following: five clusters of three palm trees with a minimum height of 18 feet at time of planting and 23 trees 12-foot on center with a minimum height of 14 feet and 2-1/2 inches in caliper at time of planting.

g. A total of 15 parking spaces are permitted for the boat ramp facility.

h. The restaurant is limited to a total of 2,500 square feet and must be set back a minimum of 75 feet from the mean high water line of the Estero River.

i. The restaurant may not exceed one story in height.

j. The restaurant must be located as shown on the "River Parks Site Plan" stamped received November 21, 1995.

k. The restaurant will be for use of the residents and their guests only.

l. Food and beverage services are limited to the restaurant facility.

m. Recreation Area I must provide a minimum of 80 percent open space.

n. Recreation Areas I and II are further limited by conditions of approval for Deviation 12.

7. The main roads that access Development Areas 2, 3, 4 and 5 must be constructed in accordance with the road cross-sections on page 5 of the MCP stamped "received January 5, 1996."

8. A minimum 25-foot-wide undisturbed buffer must be provided along the west jurisdictional wetland line.

9. The storm water management systems in Development Areas 2, 3, 4 and 5, and the golf course areas adjacent to the mangrove wetlands must be designed so that the storm water discharge rate will be approximately 70 percent of the calculated permittable run-off rate in accordance with SFWMD requirements.

10. The Developer must hook-up to public water and sewer services when services are constructed and available within one-quarter mile of the subject property. The

temporary on-site sewage treatment plant must be dismantled within six months of public sewer service availability to the entire site.

11. The sewage treatment plant parcel may be redeveloped with residential uses in accordance with the approved property development regulations. Access to and development of the parcel must be reviewed in accordance with Condition 2.

Hurricane Mitigation Conditions

12. The Developer must notify all purchasers of real property within the development of the potential for storm surge flooding. The restrictive covenants should include the Base Flood Elevation, according to the National Weather Services' storm surge model "SLOSH" and the National Flood Insurance Program and notify potential owners that the first habitable floor of all structures must be constructed above that elevation.

13. The Property Owner's Association must host an educational seminar and will be responsible for obtaining the site for the seminar and for providing the invitations to the homeowners. The time will be coordinated with the Lee County Emergency Management staff who will provide the education and information at the seminar and will advise the owners of the risks of natural hazards and the action they should take to mitigate the inherent dangers.

14. The Developer shall develop a Hurricane Evacuation Plan for the RPD. The Plan must address: a) operational procedures for the warning and notification of all residents and visitors prior to and during a hurricane watch and warning period; b) the educational program; c) hurricane evacuation; d) the method of advising residents and visitors of hurricane shelter alternatives including hotels and public hurricane shelter locations; e) identification of the person(s) responsible for imple-menting the Plan; and f) how the private security force will be integrated with the local Sheriff's personnel and the Division of Public Safety. The Plan will be developed in coordination with the Lee County Emergency Management officials.

15. The Developer, and any successor landowner, will pay any All Hazards Tax levied by Lee County to provide for shelter space, upgrades to shelters, and to address other natural disasters.

16. The Developer must comply with all duly adopted ordinances which address hurricane preparedness and all duly adopted Hurricane Shelter Impact Fee Ordinances in effect at the time of building permits or local Development Order approval, whichever is the operative time under the Ordinance.

17. Prior to a Certificate of Compliance of the first multi-family building, the Developer must provide one of the following options:

a. 8,940 square feet of shelter space on site in either the clubhouse building or among the multi-family structures as a "refuge of last resort"; or

b. hurricane shuttering at a school or other designated public shelter to provide an additional 8,940 square feet of shelter area; or

c. an emergency electrical generator for a school or other designated shelter off-site, with capacity to serve a minimum of 8,900 square feet of shelter space.

Fire and Emergency Medical Conditions

18. A helistop must be provided on-site. The location and specifications must be reviewed and approved by Lee County Division of Zoning and Development Services and Emergency Management. The Developer must provide a helistop at the same time the clubhouse/golf practice area is constructed.

19. Subject to a final determination of need by the Director of Zoning and Development Services, in consultation with the Estero Fire District, an emergency access may be required. The location would be determined prior to approval of the first Development Order.

20. All buildings over three stories must install an approved total coverage automatic fire sprinkler system.

21. A 20-foot-wide stabilized fire lane must be provided on at least two sides of all multi-family buildings over three stories in height.

22. All multi-family buildings over three stories must provide pressurized escape stairs unless an alternative is approved by the Estero Fire District and Lee County Codes and Building Services.

23. All 20-story or 220-foot-high buildings must install an emergency communication system internal to the building unless an alternative is approved by the Estero Fire District and Lee County Codes and Building Services.

24. The Developer must comply with all impact fee requirements in place at time of building permit approval.

25. Prior to the issuance of a local Development Order, the Developer must apply for and obtain an archaeological Certificate to Dig.

26. This zoning approval does not address the mitigation of the project's pedestrian and vehicular traffic impacts. Additional conditions may be required at the time of

issuance of a local Development Order per the Lee County LDC or other Lee County Ordinance.

27. Approval of this rezoning does not give the Developer the undeniable right to receive a local Development Order approval that exceeds the Year 2010 Overlay use allocation for the applicable district.

28. This development must comply with all requirements of the Lee County LDC at the time of local Development Order approval, except as may be granted by deviation as part of this planned development.

Environmental Conditions

29. As part of the submittal documents, and prior to approval, for any Estero Pointe Development Orders for Development Areas 6, 7, 9, 9A and 10, the Developer must comply with the requirements set forth in the document titled "Estero Pointe Proposal to Address Concerns with Lot Lines in Conservation/Preservation Areas," dated 12/20/95 (cover memo from Russell Schropp to George Parker and Rick Joyce, dated 12/22/95). The conservation easement must be provided at time of final plat approval. This approval is further limited to an allowance of one boardwalk per two single-family lots abutting Halfway Creek.

30. Prior to any local Development Order approval for any phase of the development which contains Florida coontie or Curtiss milkweed, the Developer must submit a detailed management plan indicating the preserve areas, relocation areas and propagation areas for review and approval by Lee County. Provisions of this plan must include all requirements of LDC Section 10-474.

31. Prior to any local Development Order approval, the Developer must submit a detailed management plan for tri-colored herons, meeting the requirements of LDC Section 10-474, for review and approval by Lee County.

32. Prior to local Development Order approval for any portion of the property which contains, or will contain through relocation, gopher tortoises, the Developer must submit a detailed management plan for gopher tortoises, meeting the requirements of LDC Section 10-474 and/or 10-475, for review and approval by Lee County. If the Florida Game and Fresh Water Fish Commission issues an incidental take permit, the Developer must implement a bucket trapping or excavation program to protect from entombment or other harm, the tortoises and commensal species found through implementation of the protection program. The Developer must move displaced tortoises to appropriate preservation areas on site.

33. The Developer and their successors in interest must maintain all areas shown on the Master Concept Plan (MCP) as "Preservation Area & Listed Species Relocation Area" as preservation areas allowing only management activities associated with the protection of the area as native vegetation preserve and listed species habitat. Preserve Area #13 has been promoted as a wildlife corridor across the site. The Developers and their successors in interest must take appropriate measures to protect wildlife from injury or death from traffic on the two roads which pass through this area.

    These protective measures should include, but are not limited to: culverts under the roads large enough to let small to medium size animals pass through; fencing to direct animals to culvert crossings; appropriate signs identifying the area as wildlife preserve; and lower speed limits through the preserve area. A plan which meets these requirements must be approved by Lee County prior to a local Development Order approval for roadways through Area #13.

34. Prior to local Development Order approval, the Developer must submit a final Eagle Management Plan, approved by the U.S. Fish and Wildlife Service, to Lee County. It is strongly encouraged that this plan be presented to the Lee County Eagle Technical Advisory Committee (ETAC) for their input and suggestions.

SECTION B. DEVIATIONS

The Master Concept Plan deviates from several Lee County development standards. The proposed deviations are granted or denied as set forth below:

DEVIATION (1) requests relief from LDC Sections 10-253, 14-298 and 34-1574 which prohibit or restrict alteration or development within Resource Protection Areas (RPA) to permit (as shown on the MCP):

a. Construction of recreational boardwalks and cart paths through RPA areas to access golf holes both by pedestrians and golf carts.

b. Construction over various TZ and RPA areas to facilitate construction of a golf course.

c. Construction over various TZ and RPA areas to facilitate construction of residential development.

d. Construction of a road access to segmented ridge for construction of multi-family tract.

e. Construction of a road access to the project site.

The requested deviation is APPROVED subject to compliance with the following conditions:

a. Impacts are limited to a maximum of 8.79 acres of County jurisdictional wetlands. These impacts are as follows: 6.97 acres fill, 0.14 acres excavation, and 1.68 acres trimming. An approved wetland mitigation plan from the South Florida Water Management District must be submitted prior to local Development Order approval for any phase of development which contemplates wetland impacts. This mitigation will be considered part of the mitigation for Lee County and will be enforceable by the Division of Environmental Sciences (DES).

b. At a minimum Lee County's approval of the requested wetland impacts requires removal and maintenance of invasive exotic vegetation [(as defined in LDC Section 10-413(f)] for the entire Estero Pointe RPD, and enhancement, restoration and creation of one acre wetland for each one acre of fill/excavation impact (1:1 ratio). Areas which are trimmed must be mitigated at a ratio of one-half acre creation, enhancement or restoration for each one acre impact (1/2:1).

c. No mangrove trimming or removal (except in cases of public safety) is permitted outside the areas of proposed impacts. This provision is considered part of the approved wetland mitigation plan for Lee County.

d. All mitigation requirements must be clearly indicated on the local Development Order plans and must be inspected by Lee County staff prior to issuance of a Certificate of Compliance (CC) for any applicable Development Order.

DEVIATION (2), requests relief from LDC Section 10-296, Table 4(7)(c) which requires that wearing surfaces for local and access road for Class A development must be 1-1/2 inch asphaltic concrete of Florida Department of Transportation Type S-1, to allow for decorative pavers within the privately maintained internal roadways. The requested deviation is APPROVED with the CONDITION that prior to local Development Order approval, the Developer demonstrate that the decorative pavers have the structural equivalency of the required standard pavement. The approval of this deviation is limited to privately maintained streets.

DEVIATION (3) was WITHDRAWN by the applicant.

DEVIATION (4) requests relief from LDC Section 10-329(e)(3) which requires the maximum retention depth for excavation be 12 feet, to allow a maximum excavation depth of 20 feet without any penetration through impervious soil or rock layer which presently prohibits intermingling or various watery strata. The requested deviation is APPROVED subject to compliance with the following conditions:

a. Lake depths for a maximum of 20 feet or the confining layer, whichever occurs first, are approved subject to the adoption and implementation of the "Estero Pointe Management Program for Lakes Excavated Greater than 12 Feet," Zoning counter date stamped 12/13/95.

b. Prior to local Development Order approval for any area that contains lakes with depths greater than 12 feet, the Developer must submit an additional section of the management plan defining stratification and related lake problems for review and approval by Lee County staff.

DEVIATION (5) requests relief from LDC Section 10-329(e)(4) which requires that excavation bank slopes be no greater than 4:1, to permit 40 percent of the lake banks to utilize vertical bulkheads. The requested deviation is APPROVED subject to the following conditions:

a. Lake bottom slope, at the toe of any bulkhead, may be no greater than 4:1.

b. Bulkheads are subject to Lee County structural building permits.

DEVIATION (6) requests relief from LDC Section 10-413(b)(2) which requires that residential developments provide 40 percent open space for large developments (50 percent of which must be indigenous plants for large developments), to allow the open space table provided. The requested deviation is APPROVED subject to the following conditions [see additional open space conditions for Deviation (9)]:

a. A minimum total of 76 percent open space and a minimum total of 57 percent indigenous open space must be provided.

b. Prior to local Development Order approval, the exact location of the 21.8 acres of indigenous preservation within the golf course rough must be shown on plans for the golf course.

DEVIATION (7) requests relief from LDC Section 10-414 which requires that no portion of a buffer area that consists of trees and shrubs be located in any easement, to allow planted buffers in easements. The requested deviation is APPROVED subject to the condition that if any required buffer or landscape strip vegetation which has been planted within an easement has to be removed, then the property owner must replace those plantings with like size and species at no cost to Lee County.

DEVIATION (8) was WITHDRAWN by the Applicant.

DEVIATION (9) requests relief from LDC Section 34-935(f)(3)(e) which limits the height of buildings in the RPD zoning category within the Outlying Suburban land use category to

45 feet, to allow 20 stories over parking for Development Areas 2, 3, 4 and 5. The requested deviation is APPROVED subject to the following conditions:

a. Development Area 2 is limited to a maximum height of 75 feet.

b. Development Areas 3, 4, and 5 are limited to a maximum building height of 220 feet and are further limited to a maximum combined total of six multi-family buildings with a maximum total of 630 dwelling units.

c. Development Areas 3 and 4 must provide a minimum of 35 percent open space.

d. Development Area 5 is limited to one multi-family building and must provide a minimum of 60 percent open space.

e. Ninety percent of the required parking in multi-family Development Areas 3, 4, and 5 must be provided under the principal building structure to limit the impacts of impervious areas created by open parking lots.

f. All buildings over 45 feet in height must be set back an additional one-half foot for every foot of height over 45 feet along the external development perimeter.

DEVIATION (10) was WITHDRAWN by the Applicant.

DEVIATION (11) requests relief from the LDC Section 34-935 to allow the property development regu-lations for Estero Pointe RPD. The requested deviation is APPROVED subject to the condition that development of the permitted uses must be in accordance with the "Property Development Table for Estero Pointe," stamped received January 5, 1996 and as further limited in the conditions of approval.

DEVIATION (12) requests relief from LDC Section 10-414(f) which requires the Developer to provide a 25-foot-wide buffer landward from the mean high water line of all non-seawalled natural waterways, to allow construction of a boat ramp, fishing/observation pier, three gazebos and two canoe launches on the Estero River, and boardwalks and other crossings on Halfway Creek. The requested deviation is APPROVED subject to the following conditions:

a. Water management berms are prohibited within the 25-foot-wide buffer area. Other water management structures are approved as long as their impacts are limited to the minimum necessary to meet permitting requirements of the South Florida Water Management District.

b. Gazebos are only approved on land locations within areas selected to avoid impacts to the greatest number of native trees and plants. Size is limited to 250 square feet.

The gazebos must be constructed in a generally square or octagonal design. A maximum of two gazebos is approved.

c. Two canoe launch areas are approved. One of the canoe launch areas must be located as near as appropriate to the boat ramp to avoid additional impacts. Storage of canoes on land and must be outside of the 25-foot-wide buffer area. Each canoe launch area is limited to a width of 25 feet along the Estero River.

d. One power boat ramp is approved with a maximum of two temporary mooring slips.

e. As part of the power boat ramp mooring facility, an observation boardwalk structure may be constructed at a length not to exceed 30 feet from the shoreline for the total structure.

f. The power boat ramp facility must be designed to include a swale, exfiltration trench, or other engineering device to prevent bilge water and associated untreated parking lot run-off from flowing down the boat ramp and into the Estero River. The design must be approved as part of the building permit or local Development Order review for the boat ramp facility.

g. The boat ramp, temporary mooring/observation boardwalk, single family board-walks, cart crossings, and canoe launches are subject to all permitting requirements of LDC Chapter 26.

h. Gazebos, canoe launches and power boat ramp facilities are prohibited along Halfway Creek.

i. A maximum of one boardwalk for each two single family lots is permitted on Halfway Creek. Boardwalks are prohibited on the Estero River, except as conditioned in g. above.

DEVIATION (13) requests relief from the connection separation requirements of LDC Section 10-285(a), Table 2, to allow the connection separation shown on the "modified round-about" on the Master Concept Plan. The requested deviation is APPROVED subject to the condition that appropriate traffic signage be provided and the rotary intersection design is reviewed and approved by Lee County staff at time of local Development Order application.

SECTION C. MASTER CONCEPT PLAN:

A five-page reduced copy of the Master Concept Plan is attached to and incorporated into this Resolution by reference.

SECTION D. FINDINGS AND CONCLUSIONS:

The following findings and conclusions were made in conjunction with the approval of the requested zoning:

1. The proposed uses, as conditioned, are appropriate for the site and no changed or changing conditions make approval of this rezoning request inappropriate.

2. As conditioned, the RPD rezoning and approved deviations:

   a) will not have an adverse impact on the intent of the Land Development Code.

   b) are consistent with the goals, objectives, policies and intent of the Lee Plan and with the densities, intensities, and general uses set forth in the Lee Plan.

   c) meet or exceed all performance and locational standards set forth for the proposed uses.

   d) will protect, conserve or preserve environmentally critical areas and natural resources on or abutting the subject property.

   e) are compatible with existing or planned uses, and are not contrary to the public health, safety or welfare and will not cause damage, hazard, nuisance or other detriment to persons or property.

   f) do not place an undue burden upon existing transportation facilities, or other facilities or services.

   g) will comply with all applicable general zoning provisions and supplemental regulations pertaining to the uses set forth in the Land Development Code.

   h) enhance the achievement of the objectives of the RPD rezoning, and promote and preserve the protection of the public health, safety or welfare.

3. Urban services, as defined in the Lee Plan, are or will be available and adequate to serve the proposed uses.

4. The conditions imposed on the RPD zoning and the approved deviations are reasonably related to the impacts on the public's interest created by or expected from the proposed uses, and, in conjunction with other land development regulations, will protect the public's interest, health, safety and welfare.

The foregoing Resolution was adopted by the Lee County Board of County Commissioners upon a motion by Commissioner John E. Manning, and seconded by Commissioner John E. Albion and, upon being put to a vote, the result was as follows:

John E. Manning	AYE
Douglas R. St. Cerny	ABSENT
Ray Judah	NAY
Andrew W. Coy	AYE
John E. Albion	AYE

DULY PASSED AND ADOPTED this 18th day of March, A.D., 1996.

ATTEST:
CHARLIE GREEN, CLERK

BY: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Chairman

Approved as to form by:

_____
County Attorney's Office

FILED

MAR 25 1996

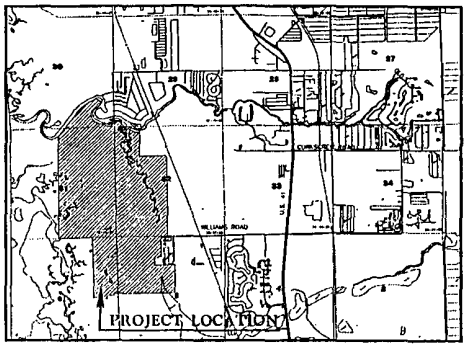
CLERK CIRCUIT COURT
BY _____ D.C.

MASTER CONCEPT PLAN
FOR
ESTERO POINTE RPD

SECTIONS 29/30/31/32, TOWNSHIP 46 S., RANGE 25 E.
SECTIONS 5/6, TOWNSHIP 47 S., RANGE 25 E.
BONITA SPRINGS, LEE COUNTY, FLORIDA

INDEX OF PLANS

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	MASTER CONCEPT PLAN
3	MILKWEED LOCATIONS & MANAGEMENT PLAN
4-5	DOCUMENTATION



LOCATION MAP

0 1000 2000 4000
SCALE IN FEET

NORTH

PREPARED BY

JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
2158 JOHNSON STREET
POST OFFICE BOX 1550
FORT MYERS, FLORIDA 33902
PHONE (813) 334-0046
FAX (813) 334-3661

J.E.I. PROJECT NO. 20520

DECEMBER 1995

APPLICANT

ATLANTIC GULF COMMUNITIES CORPORATION
2601 SOUTH BAYSHORE DRIVE
MIAMI, FLORIDA 33133
PHONE (305) 859-4396
FAX (305) 859-4457

STRAP NUMBERS

29-46-25-00-00000.0010	32-46-25-01-00009.0000
30-46-25-00-00002.0010	32-46-25-01-00010.0000
31-46-25-01-00001.0000	32-46-25-01-00011.0000
31-46-25-01-00002.0000	05-47-25-01-00003.0130
31-46-25-01-00003.0040	05-47-25-01-00003.0400
31-46-25-01-00003.0050	05-47-25-01-00003.040A
31-46-25-01-00003.0060	05-47-25-01-00003.040B
31-46-25-01-00003.006B	05-47-25-01-00003.040C
31-46-25-01-00003.0080	05-47-25-01-00003.040D
31-46-25-01-00003.0380	05-47-25-01-00003.0510
32-46-25-01-00003.0110	05-47-25-01-00003.0520
32-46-25-01-00003.0120	05-47-25-01-00003.0540
32-46-25-01-00003.0140	05-47-25-01-00003.0550
32-46-25-01-00003.0500	05-47-25-01-00003.055C
32-46-25-01-00004.0000	05-47-25-01-00019.0000
32-46-25-01-00004.0010	05-47-25-01-00019.0010
32-46-25-01-00004.001A	05-47-25-01-00019.0020
32-46-25-01-00005.0000	05-47-25-01-00019.0030
32-46-25-01-00006.0000	05-47-25-01-00020.0000
32-46-25-01-00007.0000	06-47-25-00-00002.0020
32-46-25-01-00008.0000	

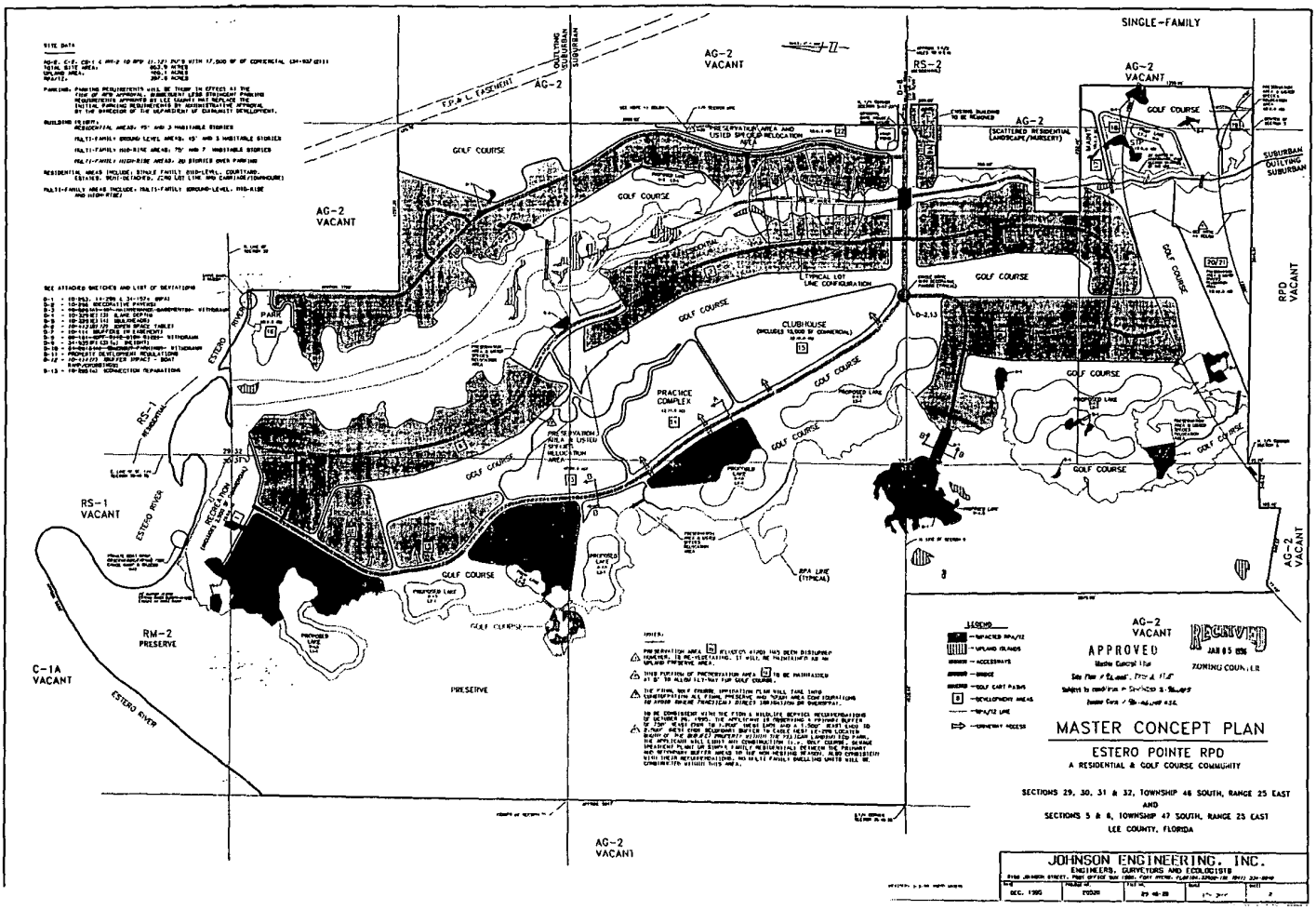
APPROVED
Master Concept Plan
Site Plan + Shoreline Prot. Plan
Subject to conditions in Development Order
Zoning Case

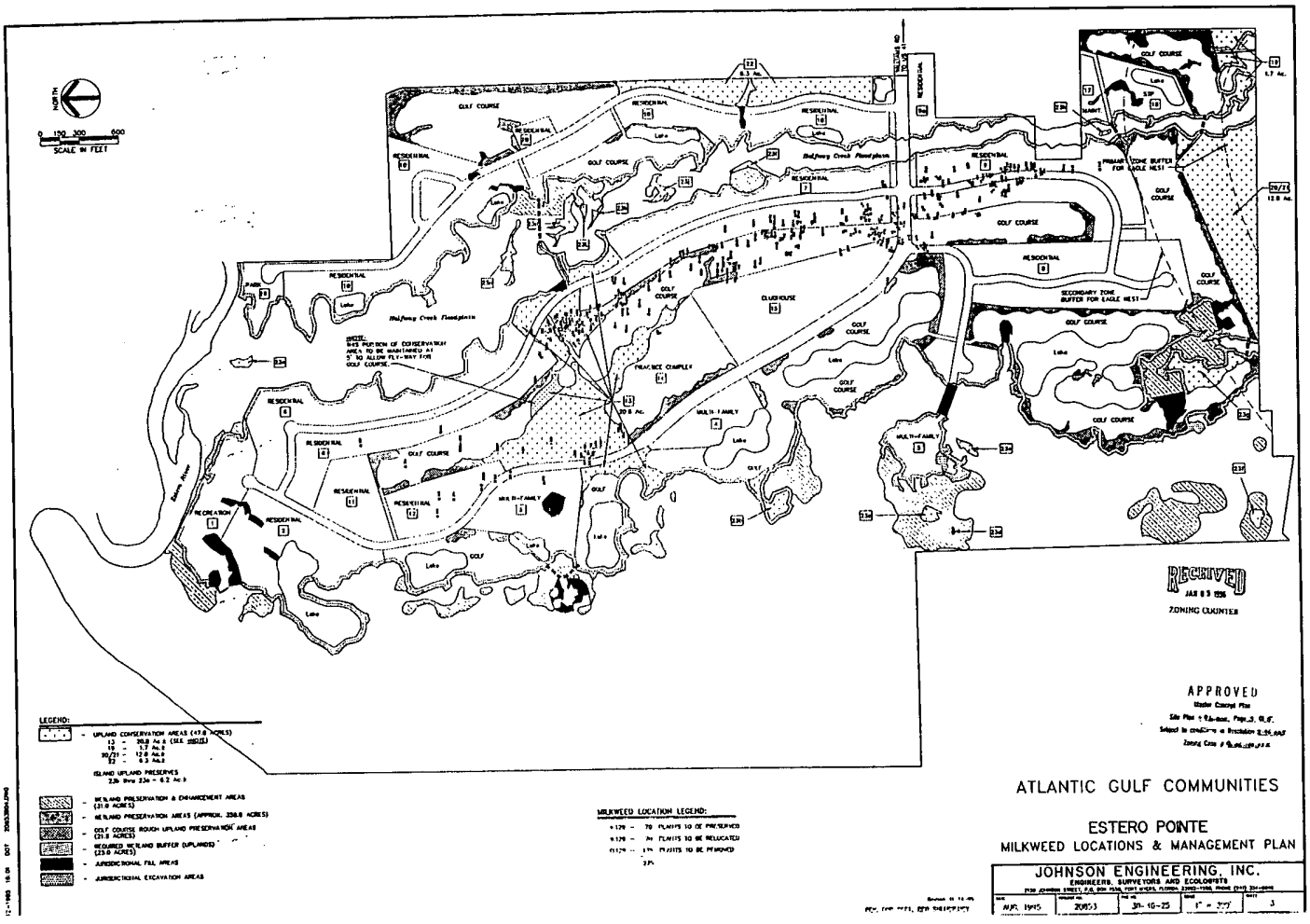
ZONING

AG-2, C-2 & CS-1 TO RPD

RECEIVED
JAN 05 1996
ZONING COUNTER

PROJECT # 95-06-141.037
PROJECT TYPE 12


SINGLE-FAMILY
AG-2 VACANT
RS-2
AG-2 VACANT
GOLF COURSE
AG-2 (SCATTERED RESIDENTIAL LANDSCAPE/NURSERY)
SUBURBAN OUTLYING SUBURBAN
AG-2 VACANT
T.P.& L. EASEMENT
AG-2
OUTLYING SUBURBAN
GOLF COURSE
AG-2 VACANT
TYPICAL LOT LINE CONFIGURATION
PARK
ESTERO RIVER
CLUBHOUSE
PRACTICE COMPLEX
RPD VACANT
RS-1 VACANT
RS-1
RESIDENTIAL
RM-2 PRESERVE
C-1A VACANT
PRESERVE
AG-2 VACANT
AG-2 VACANT
APPROVED
RECEIVED
JAN 05 1996
ZONING COUNTER
MASTER CONCEPT PLAN
ESTERO POINTE RPD
A RESIDENTIAL & GOLF COURSE COMMUNITY
SECTIONS 29, 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST
AND
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA
JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS



ATLANTIC GULF COMMUNITIES

ESTERO POINTE
MILKWEED LOCATIONS & MANAGEMENT PLAN

JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
2158 JOHNSON STREET, P.O. BOX 1550, FORT MYERS, FLORIDA 33902-1550, PHONE (813) 334-0046

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
APR. 1995	20853	31-46-25	1" = 300'	3

ESTERO POINTE RPD

AMENDED LIST OF DEVIATIONS
DECEMBER 12, 1995

D-1 REQUIREMENT PROHIBITING OR RESTRICTING ALTERATION OR DEVELOPMENT WITHIN RESOURCE PROTECTION AREAS (SECTIONS 10-253, 14-298 AND 34-1574, TO PERMIT:

(A) CONSTRUCTION OF RECREATIONAL BOARDWALKS AND CART PATHS THROUGH RPA AREAS TO ACCESS GOLF HOLES BOTH BY PEDESTRIANS AND GOLF CARTS.

(B) CONSTRUCTION OVER VARIOUS TZ AND RPA AREAS TO FACILITATE CONSTRUCTION OF A GOLF COURSE.

(C) CONSTRUCTION OVER VARIOUS TZ AND RPA AREAS TO FACILITATE CONSTRUCTION OF RESIDENTIAL DEVELOPMENT.

(D) CONSTRUCTION OF A ROAD ACCESS TO UPLAND HIGHLAND FOR CONSTRUCTION OF MULTI-FAMILY TRACT.

(E) CONSTRUCTION OF A ROAD ACCESS TO THE PROJECT SITE.

D-2 REQUIREMENTS FOR ROAD SPECIFICATIONS (SECTION 10-296(e) TABLE 4, ITEM (3)(b)1.b.) AND BRICK PAVERS AS AN ALTERNATIVE ROAD SURFACE ON A PRIVATELY MAINTAINED ROAD IN A NEW DEVELOPMENT (SECTION 10-710) TO ALLOW THE ROADWAY CONFIGURATION SHOWN ON THE ATTACHED SKETCH.

D-3 WITHDRAWN.

D-4 REQUIREMENT THAT THE MAXIMUM RETENTION - DEPTH FOR EXCAVATION BE 12 FEET (SECTION 10-329(3)(2)b. TO A MAXIMUM EXCAVATION DEPTH OF 20 FEET WITHOUT ANY PENETRATION THROUGH IMPERVIOUS SOIL OR ROCK LAYER WHICH PRESENTLY PROHIBITS INTERMINGLING OF VARIOUS WATER STRATA.

D-5 REQUIREMENT THAT EXCAVATION BANK SLOPES BE NO GREATER THAN 4:1 (SECTION 10-329(3)(a) TO PERMIT 40% OF THE LAKE BANKS TO UTILIZE VERTICAL BULKHEADS.

D-6 REQUIREMENT THAT RESIDENTIAL DEVELOPMENTS SHALL PROVIDE 40% OPEN SPACE FOR LARGE DEVELOPMENTS (50% OF WHICH SHALL BE INDIGENOUS (SECTION 10-415(b)) TO ALLOW THE OPEN SPACE TABLE PROVIDED.

D-7 REQUIREMENT THAT NO PORTION OF A BUFFER AREA THAT CONSISTS OF TREES AND SHRUBS SHALL BE LOCATED IN ANY EASEMENT (SECTION 10-416(d)2.b) TO ALLOW PLANTED BUFFERS IN EASEMENTS.

D-8 WITHDRAWN.

D-9 REQUIREMENT LIMITING THE HEIGHT OF BUILDINGS IN RESIDENTIAL PLANNED DEVELOPMENT ZONING CATEGORY WITHIN THE OUTLYING/SUBURBAN LAND USE CATEGORY OF 45 FEET (SECTION 34-935(b)(2)(c)) TO ALLOW 55 STORIES OVER PARKING FOR DEVELOPMENT AREAS 2, 3, 4 AND 5.

D-10 WITHDRAWN.

D-11 DEVIATION FROM THE LEE COUNTY LAND DEVELOPMENT CODE TO ALLOW THE PROPERTY DEVELOPMENT REGULATIONS FOR ESTERO POINTE RPD.

D-12 DEVIATION FROM THE REQUIREMENT THAT A 25-FOOT WIDE BUFFER LANDWARD FROM THE MEAN HIGH WATER LINE OF ALL NON-SEAWALLED NATURAL WATERWAYS BY PROVIDED (SECTION 10-414(2)) TO ALLOW CONSTRUCTION OF A BOAT RAMP, FRESHGROBERVATION PIER, TIKES (3) GAZEBOS AND TWO (2) CANOE LAUNCHES ON THE ESTERO RIVER AND OTHER CROSSINGS ON HALFWAY CREEK AS SHOWN ON THE MASTER CONCEPT PLAN AND BOARDWALKS AS PROPOSED IN THE SINGLE FAMILY AREAS.

D-13 DEVIATION FROM CONNECTION SEPARATION REQUIREMENTS OF SECTION 10-285 (e), TABLE 3, FOR THE EXTENSION OF WILLIAMS ROAD INTO THE PROJECT TO ALLOW CONNECTION SEPARATION AS SHOWN ON THE "MODIFIED ROUNDABOUT" ON THE MASTER CONCEPT PLAN.

SCHEDULE OF USES
for
ESTERO POINTE RPD

ACCESSORY USES AND STRUCTURES
ACCESSORY APARTMENT (40)
ADMINISTRATIVE OFFICES (69)
ATM
BAIT AND TACKLE SHOP
BANKS AND FINANCIAL ESTABLISHMENTS, Group I [Section 34-622(c)(7)]
BUSINESS SERVICES, Group I, and Group II limited to lawn and garden services and swimming pool cleaning services, [Section 34-622(c)(32)]
CLINIC
  COUNTRY (69)
  PRIVATE (69)
CONSIGNMENT SHOP (69) [Section 34-1261]
CONVENIENCE FOOD AND BEVERAGE STORE (69)
DAY CARE CENTER, CHILD (69)
DRUGSTORE (69), PHARMACY (69)
DWELLING UNIT
  SINGLE FAMILY (69)
  SEMI-DETACHED (DUPLEX)
  TWO-FAMILY ATTACHED (69)
  TOWNHOUSE (69)
  MULTIPLE FAMILY BUILDING (69)
  ZERO LOT LINE (69)
  COACH/CARRIAGE
ENTRANCE GATES AND GATE HOUSE (69)
ESSENTIAL SERVICES (69)
ESSENTIAL SERVICE FACILITIES, ALL GROUPS [Section 34-622(c)(11)]
EXCAVATION - WATER RETENTION
FENCES, WALLS
FOOD AND BEVERAGE SERVICE, LIMITED (69)
FOOD STORES, Group I [Section 34-622(c)(16) including a gourmet grocery store
GIFT AND SOUVENIR SHOP (69)
GOLF COURSE AND ACCESSORY FACILITIES
GOLF DRIVING RANGE AND GOLF TRAINING FACILITY
HELISTOP (69)
HOMECARE FACILITY (69)
HOME OCCUPATION
LAUNDRY OR DRY CLEANING [Section 34-622(c)(24)]
MODEL HOME, UNIT, DISPLAY CENTER
PARKS, PRIVATE, Group I [Section 34-622(c)(32)]
PARKING LOT ACCESSORY (69)
PERSONAL SERVICES, Groups I and II [Section 34-622(c)(33)]
PHARMACY (69)
PORT OF PET (69)
PRIVATE BOAT RAMP AND OBSERVATION FISHING PIER
RECREATIONAL FACILITIES
  PERSONAL (69)
  PRIVATE (69)
REAL ESTATE SALES OFFICE
RESIDENTIAL ACCESSORY USES [Section 34-622(c)(32)]
RESTAURANTS, Groups I, II and III [Section 34-622(c)(37)]
SIGNS - in accordance with Chapter 30 of Land Development Code and Deviation
SPECIALTY RETAIL SHOPS, Groups I and II [Section 34-622(c)(47)]
TEMPORARY USES
TEMPORARY CONSTRUCTION TRAILER
TEMPORARY SALES CENTER
UNITS OF HIGH IMPACT(S), including four skies

PROPERTY DEVELOPMENT REGULATIONS
for
ESTERO POINTE RPD (D-11)

RESIDENTIAL	Minimum Lot Area (s.f.)	Minimum Lot Depth (feet)	Minimum Lot Width (feet)	Minimum Setback Side (feet)	Minimum Setback Rear (feet)	Minimum Setback Street (feet)	Minimum Setback Water Body (feet)	Maximum Height (feet)	Number of Habitable Floors	Minimum Building Separation (feet)	Subdivision	Condominium
Land Lease	3,500	100	35	7.5	15	20	20	45	3	15	YES	YES
Courtyard	3,500	100	35	5	10	20	20	45	3	10	YES	YES
Cluster	10,000	100	100	15	20	20	20	45	3	20	YES	YES
Zero Lot Line 1st Side 2nd Side	5,000	100	50	0 7.5	15	20	20	45	3	15	YES	YES
Zero Lot Line 1st Side 2nd Side	4,500	80	45	0 5	15	15	20	45	3	4	YES	YES
Townhouse/Townhouse 1st Side 2nd Side	2,400	80	35	0 0 or 10	20	20	20	45	3	15 Complex Separation: 20	YES	YES
GOLF FACILITY												
Clubhouse	10,000	100	100		50	50	35	45	3	50		YES
Golf Pro Shop	10,000	100	100		50	50	35	35	3	50		YES
Maintenance	10,000	100	100		50	50	35	—	1*	50		YES
CLUBHOUSE AREA	40,000	200	200	15	50	50	50	45	3	15	YES	YES
PRACTICE COMPLEX	40,000	200	200	15	50	50	50	45	2	15	YES	YES

All Elevations Approx

See LDC Sections 34-1175, 34-1176, 34-2191 and 34-2194 for necessary structure setbacks.

Setbacks to Future Water Bodies

* 20 Stories max parking. All buildings over 45 feet shall provide one half foot setback from Estero Pointe perimeter property line for every foot of elevation over 45 feet.

An overall maximum of six (6) high-rise buildings may be located within multi-family Pods 3, 4, and 5.

Mid-rise or ground level buildings are to clustered in multi-family Pods 2, 3, 4 & 5.

** Maximum number of attached units: 6

Open Space Table
(D-6)

Required Open Space: 863.91 Ac. x 40% = 345.60± Ac. (40%)
Indigenous Requirement = 171.80± Ac. (20%)

Open Space Provided (Ac.±)			MCE (Ac.±)
Wetlands			397.8
Preservation Area 15			30.0
Preservation Area 19			3.6
Preservation Area 20/21			12.0
Preservation Area 22			6.1
Upland Islands Preservation Areas 23 b-e			6.5
Golf Course			93.1
Golf Course Bough			21.0
Upland Buffer Areas			25.0
Park (Areas 16)			3.0
Lakes			31.5
Recreational Area 1 (9 Ac. x 50%)	=		4.5
Multi-Family Pod 2:	12.0 x 15%	=	1.8
Multi-Family Pod 3:	9.3 x 15%	=	1.4
Multi-Family Pod 4:	6.0 x 15%	=	.9
Multi-Family Pod 5:	6.0 x 15%	=	.9
Residential Pod 6	31.0 x 10%	=	3.2
Residential Pod 7:	23.3 x 10%	=	2.4
Residential Pod 8:	36.2 x 10%	=	3.6
Residential Pod 9 & 9A:	23.0 x 10%	=	2.3
Residential Pod 10:	43.5 x 10%	=	4.3
Residential Pod 11:	6.0 x 10%	=	.6
Residential Pod 12:	7.0 x 10%	=	.7
Practice Area (Pod 14):	11.5 x 80%	=	9.2
Clubhouse Site (Pod 17):	16.0 x 15%	=	2.4
Maintenance (Pod 17):	3.5 x 15%	=	.4
ST7 (Pod 18)	9.0 x 15%	=	.9
Total Open Space Provided			639.47 (50%)
Total Indigenous Open Space Provided			485.0 (37%)

NOTE: Size and configuration of areas may change at time of Final Zoning Plan Approval/Local Development Order.

SITE BREAKDOWN

INDIGENOUS LAND AREAS		MCE
Wetlands		397.8
Golf Course		93.1
Golf Course Bough		21.0
Upland Buffer Areas		25.0
Lakes		31.5
Pod 1:	Recreation Area	9.0
Pod 2:	Multi Family	12.0
Pod 3:	Multi Family	9.3
Pod 4:	Multi Family	6.0
Pod 5:	Multi Family	6.0
Pod 6:	Residential	31.0
Pod 7:	Residential	23.9
Pod 8:	Residential	36.2
Pod 9 & 9A:	Residential	23.0
Pod 10:	Residential	46.5
Pod 11:	Residential	6.0
Pod 12:	Residential	7.0
Pod 13:	Upland Preservation Area	20.0
Pod 14:	Practice Area	11.5
Pod 15:	Clubhouse	16.0
Pod 16:	Park Area	2.3
Pod 17:	Maintenance Area	2.3
Pod 18:	ST7	6.0
Pod 19:	Upland Preservation	2.6
Pod 20/21:	Upland Preservation	12.6
Pod 22:	Upland Preservation	6.3
Pod 23:	Upland Island Preservation Areas	6.5
TOTAL SITE AREA		863.9

Size and configuration of areas may change at time of Final Zoning Plan Approval/Local Development Order.

RECEIVED
JAN 05 1996
ZONING COUNTER

(66.5 excess Lakes)

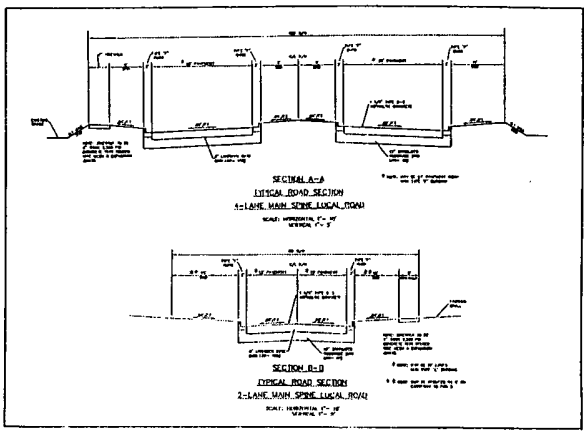
APPROVED:
Master Concept Plan
Site Plan # SDI-ODC, Part 5, SAC,
Subject to conditions in Resolution Z-95-068
Zoning Case # SDI-ODC-95-032

DOCUMENTATION
ESTERO POINTE RPD

JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
2158 JOHNSON STREET, P.O. BOX 1550, FORT MYERS, FLORIDA 33902-1550, PHONE (941) 334-0046

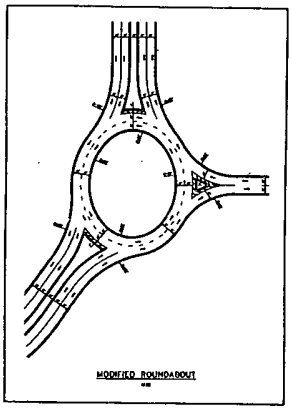
DECEMBER 1995 | 95030

12-12-1995 16:58 OUT 2022002.DWG

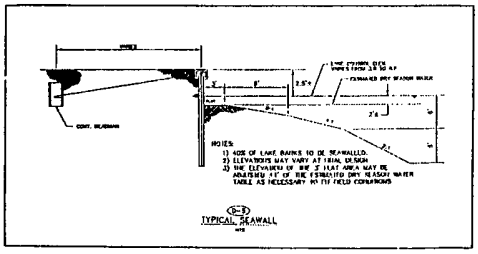


SECTION A-A
TYPICAL ROAD SECTION
4-LANE MAIN SPINE LOCAL ROAD

SECTION B-B
TYPICAL ROAD SECTION
2-LANE MAIN SPINE LOCAL ROAD



MODIFIED ROUNDABOUT



NOTES:
1) SIDE OF LAKE BANKS TO BE SEAWALLED.
2) ELEVATIONS MAY VARY AT FINAL DESIGN
3) THE ELEVATION OF THE 3' FLAT AREA MAY BE ADJUSTED 1-2' OF THE ESTIMATED DRY SEASON WATER TABLE AS NECESSARY IN THE FIELD DURINGS

TYPICAL SEAWALL

RECEIVED
JAN 05 1996
ZONING COUNTY

APPROVED
Master Concept Plan
Site Plan + Subcon. Prep'd. M.S.
Subject to conditions in Resolution Z-95-068
Zoning Case # 95-06-068.04 R.M.

DOCUMENTATION
ESTERO POINTE RPD

JOHNSON ENGINEERING, INC. ENGINEERS, SURVEYORS AND ECOLOGISTS				
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
December 1995	20520	30-46-25	NTS	5

PROPERTY DEVELOPMENT REGULATIONS
for
ESTERO POINTE RPD (D-11)

	Minimum Lot			Minimum Setback								
	Area (s.f.)	Depth (feet)	Width (feet)	Side (feet)	Rear (feet)	Road (feet)	Water Body (feet)	Maximum Height (feet)	Number of Habitable Floors	Minimum Building Separation (feet)	Subdivision	Condominium
RESIDENTIAL												
Mid-Level	7,500	100	75	7.5	15	20	20	45	3	15	YES	YES
Courtyard	5,500	100	55	5	10	20	20	45	3	10	YES	YES
Estates	10,000	100	100	15	20	20	20	45	3	30	YES	YES
Semi-Detached 1st Side 2nd Side	5,000	100	50	 0 7.5	15	20	20	45	3	15	YES	YES
Zero Lot Line 1st Side 2nd Side	4,500	80	45	 0 4	15	15	20	45	3	4	YES	YES
Carriage/Townhouse 1st Side 2nd Side	2,800	80	35	 0 0 or 10	20	20	20	45	3	** Complex Separation: 20	YES	YES
MULTI-FAMILY												
Ground Level	10,000	100	100		20	20	25	45	3	20		YES
Mid-Rise	10,000	100	100		20	20	25	75	7	20		YES
High-Rise	10,000	100	100		20	20	25	—	20*	60		YES
CLUBHOUSE AREA	40,000	200	200	15	20	20	20	45	2	15	YES	YES
PRACTICE COMPLEX	40,000	200	200	15	20	20	20	45	2	15	YES	YES

RECEIVED
JAN 05 1996
ZONING COUNTER

ADMINISTRATIVE AMENDMENT
LEE COUNTY, FLORIDA

WHEREAS, West Bay Club Development Corporation filed an application for administrative approval to a Residential Planned Development on a project known as West Bay Club RPD for request on property located at 4651 Williams Road. The requested amendment proposes to:

1. **Change the unit distribution within the project by reducing the intensity within the Suburban area of the project, while increasing the units within the Outlying Suburban area;**

2. **Eliminate the proposed sewer treatment plant in the southeast quadrant and in accordance with Condition 11 of Resolution Z-96-005 replaced with residential and/or golf course uses;**

3. **Move the existing bridge over Halfway Creek in the southeastern portion of the site to the north to function as a golf crossing;**

4. **Reduce the golf practice and clubhouse tracts, while increasing and reconfiguring the preservation and golf course area;**

5. **Enlarge and reconfigure the preservation area and Listed Species Relocation Area;**

6. **Combine and shift residential tracts 11 and 12 to the north to accommodate the golf course design;**

7. **Expand northern portion of Tract 10 by 2 single family lots, decrease the size of the Park, and adjustment of lot lines in Tracts 6, 7, and 10;**

8. **Reconfigure Tract 10 and golf course lying west of the eastern boundary and north of the boundary line between the Outlying Suburban and Suburban land use categories;**

9. **Move the northernmost creek crossing south**

10. **Show the reconfigured lakes on the Master Concept Plan based upon the South Florida Water Management District permits and modifications;**

11. **Amend the approved Property Development regulations by excluding the "Estate" category; and**

12. **Amend the Open Space Table and Site Breakdown while still complying with Condition 6 of Resolution Z-96-005 for minimum total open space.**

The subject property is described more particularly as:

LEGAL DESCRIPTION: In Section 29, 30, 31, and 32, Township 46 South, Range 25 East, and Sections 05 and 06, Township 47 South, Range 25 East, Lee County, Florida:

A tract or parcel of land lying in Sections 29, 30, 31, and 32, Township 46 South, Range 25 East; and Sections 05 and 06, Township 47 South, Range 25 East, Lee County, Florida which tract or parcel is described as follows:
Beginning at the North Quarter Section corner of said Section 05, Township 47 South, Range 25 East, said point being the Northeast corner of Lot 56B of FLORIDA GULF LAND COMPANY SUBDIVISION as recorded in Plat Book 1 at Page 59, Lee County Records and run S00°40'16"E for 30.00 feet to the South right-of-way (ROW) line of Williams Road (60 feet wide);
THENCE run N89°00'18"E along said South line for 165.26 feet;
THENCE run S00°36'29" E for 200.00 feet to the Southeast corner of lands described in deed recorded in Official Record Book 2465 at Page 3044, Lee County Records;
THENCE run S89°00'18"W along the South line of said lands for 494.00 feet to an intersection with the East line of Lot 55B of said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run S00°47'09"E along said East line for 765.00 feet;
THENCE run S88°57'37"W for 327.43 feet to an intersection with the East line of Lot 54B;
THENCE run S00°54'02"E for 351.20 to the Southeast corner of Lot 54B;
THENCE run N89°15'52"E along the South line of Lots 55B and 56B for 653.45 feet;
THENCE run N89°15'52"E along the South line of Lot 57B for 327.60 feet;
THENCE run S00°32'41"E along the East line of Lot 40B for 1,350.95 feet;
THENCE run S89°31'44"W for 324.62 feet to the center of said Section 05, said point being the Southwest corner of said Lot 40B;
THENCE run S89°34'40"W for 2,592.29 feet to the West Quarter section corner of Section 05, said point being the Southwest corner of Lot 48B of said subdivision;
THENCE run S01°31'46"E for 92.78 feet to the Southeasterly corner of lands described in deed recorded in Official Record Book 2192 at Page 567, Lee County Records;
THENCE run along the South line of said lands the following courses:
S89°10'55"W for 349.43 feet;
S00°49'50"E for 162.49 feet;
N81°20'47"W for 600.53 feet;
S46°11'51"W for 77.45 feet;
THENCE run N01°35'45"W along the West line of said lands for 2,875.95 feet to an intersection with the North line of said Section 06;
THENCE run S88°56'02"W along the North line of said Section 06 for 1,638.66 feet to the Southwest corner of lands described in deed recorded in Official Record Book 1509 at Page 221, Lee County Records, said point also being the Southwest corner of Lot 8A of said FLORIDA GULF LAND COMPANY SUBDIVISION and the South Quarter (S¼) Section corner of Section 31, Township 46 South, Range 25 East;
THENCE run N00°22'46"W along the West line of said lands along the North/South Quarter (N/S¼) Section line for 2,656.37 feet to the Northwest corner of Lot 25A, said FLORIDA GULF LAND COMPANY SUBDIVISION;

THENCE continue N00°22'46"W along the West line of said lands and the West line of Lots 40A and 57A of said subdivision for 2,391 feet, more or less to the waters of the Estero River;
THENCE run Northeasterly, Southeasterly, Southwesterly, Southerly, Southeasterly and Northeasterly along said waters for 5,030 feet, more or less to an intersection with the East line of the Southeast Quarter (SE¼) of said Section 30, Township 46 South, Range 25 East;
THENCE run N00°32'05"W along said East line for 224 feet, more or less to said waters;
THENCE run Southeasterly, Southwesterly, Westerly and Southwesterly along said waters for 1,213 feet, more or less to an intersection with the North line of said Section 32, Township 46 South, Range 25 East, said line being the North line of Lot 49A of said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run N87°54'53"E along said North line for 628 feet, more or less to said waters for 485 feet, more or less to an intersection with the East line of Lot 52A, said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run S00°43'04"E along said East line of Lot 52A for 1,190 feet, more or less to the Southeast corner of lands described in deed recorded in Official Record Book 1807 at Page 4091, Lee County Records, said point being the Southeast corner of said Lot 52A of said subdivision;
THENCE run N88°27'02"E along the North line of Lots 44A, 43A, 42A and 41A of said FLORIDA GULF LAND COMPANY SUBDIVISION for 1,257.39
feet to an intersection with the Southwesterly line of a Florida Power and Light Company transmission line easement (100) feet wide);
THENCE run S20°51'33"E along said Southwesterly line for 125.36 feet to an intersection with the North/South Quarter (N/S¼) Section line of said Section 32;
THENCE run S00°55'33E along said Quarter section line and along the East line of Lot 41A of said Subdivision for 1,226.63 feet to the Southeast corner of lands described in deed recorded in Official Record Book 1528 at Page 12, Lee County Records, said point also being the Southeast corner of said Lot 41A;
THENCE run S00°56'02"E along said North/South Quarter Section line and the East line of Lot 24A and 9A of said FLORIDA GULF LAND COMPANY SUBDIVISION for 2,644.19 feet to the POINT OF BEGINNING.

WHEREAS, the property was originally rezoned in case number 95-06-148.03Z; and

WHEREAS, the Lee County Land Development Code provides for certain administrative changes to planned development master concept plans and planned unit development final development plans; and

WHEREAS, the subject application and plans have been reviewed by the Lee County Department of Community Development in accordance with applicable regulations for compliance with all terms of the administrative approval procedures; and

WHEREAS, it is found that the proposed amendment does not increase density or intensity within the overall development; does not decrease buffers or open space required by the LDC; does not underutilize public resources or infrastructure; does not reduce total open space, buffering, landscaping or preservation areas; and does not otherwise adversely impact on surrounding land uses; and

WHEREAS, it is found that the proposed amendment to change the unit distribution within the project by reducing the intensity within the Suburban area of the project, while increasing the units within the Outlying Suburban area will not increase the overall total number of units approved within the original planned development; will not create any additional impacts on the surrounding road network since all traffic enters and exits via Williams Road; is consistent with Policy 5.1.11 of the Lee Plan providing the density of a project can be the sum of the allowable densities for each land use category where land under single ownership is divided into two or more land use categories; and the overall density of the project does not exceed the allowable density under the Lee Plan.

NOW, THEREFORE, IT IS HEREBY DETERMINED that the following amendments to the approved Residential Planned Development are **APPROVED:**

1. **Change the unit distribution within the project by reducing the intensity within the Suburban area of the project, while increasing the units within the Outlying Suburban area;**

2. **Eliminate the proposed sewer treatment plant in the southeast quadrant and in accordance with Condition 11 of Resolution Z-96-005 replaced with residential and/or golf course uses;**

3. **Move the existing bridge over Halfway Creek in the southeastern portion of the site to the north to function as a golf crossing;**

4. **Reduce the golf practice and clubhouse tracts, while increasing and reconfiguring the preservation and golf course area;**

5. **Enlarge and reconfigure the preservation area and Listed Species Relocation Area;**

6. **Combine and shift residential tracts 11 and 12 to the north to accommodate the golf course design;**

7. **Expand northern portion of Tract 10 by 2 single family lots, decrease the size of the Park, and adjustment of lot lines in Tracts 6, 7, and 10;**

8. **Reconfigure Tract 10 and golf course lying west of the eastern boundary and north of the boundary line between the Outlying Suburban and Suburban land use categories;**

9. **Move the northernmost creek crossing south to improve the golf course design;**

10. **Show the reconfigured lakes on the Master Concept Plan based upon the South Florida Water Management District permits and modifications;**

11. **Amend the approved Property Development regulations by excluding the "Estate" category; and**

12. **Amend the Open Space Table and Site Breakdown while still complying with Condition 6 of Resolution Z-96-005 for minimum total open space.**

Approval is subject to the following conditions:

1. **The terms and conditions of Resolution Z-96-005 remain in full force and effect, except as may be amended by this action and adoption of the amended Master Concept Plan.**

2. **Condition 1 of Resolution Z-96-005 is hereby amended to adopt the new Master Concept Plan, a four-page plan stamped received February 25, 1998, except as modified by the conditions below. This approval does not alleviate the need to comply with all state and county development regulations, except as specifically modified by this approval. Rezoning the subject property does not include those properties owned by the state, i.e., submerged lands. Site Plan PD-98-003 is hereby APPROVED and adopted. A reduced copy is attached hereto.**

3. **Condition 4 of Resolution Z-96-005 is hereby amended to change the distribution of residential dwelling units. The RPD is limited to a maximum of 1,121 residential dwelling units with the following distribution:**

   a. **A maximum of 1,075 dwelling units are permitted in the subject properties located within the Outlying Suburban Land Use Category, of which no more than 630 dwelling units are permitted within Development Areas 3, 4, and 5.**

   b. **A maximum of 46 dwelling units are permitted within the subject properties in the Suburban Land Use Category.**

4. **Condition 5 of Resolution Z-96-005 is hereby amended to delete the "Estate" category from the approved Property Development Regulations.**

5. **Condition 11 of Resolution Z-96-005 is hereby amended eliminating the proposed use of a sewer treatment plant and allowing for future residential development in accordance with the original condition.**

DULY SIGNED this 10th day of April, A.D., 1998.

BY: Mary Gibbs

Mary Gibbs, Director
Department of Community Development

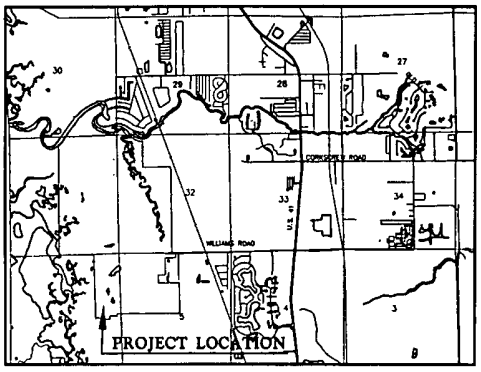
AMENDED
MASTER CONCEPT PLAN
FOR

WEST BAY CLUB RPD

SECTIONS 29/30/31/32, TOWNSHIP 46 S., RANGE 25 E.
SECTIONS 5/6, TOWNSHIP 47 S., RANGE 25 E.
BONITA SPRINGS, LEE COUNTY, FLORIDA

INDEX OF PLANS

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	MASTER CONCEPT PLAN
3	MILKWEED LOCATIONS & MANAGEMENT PLAN
4-5	DOCUMENTATION



LOCATION MAP

SCALE IN FEET 0 1000 2000 4000

NORTH

PREPARED BY

JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
2158 JOHNSON STREET
POST OFFICE BOX 1550
FORT MYERS, FLORIDA 33902
PHONE (813) 334-0046
FAX (813) 334-3661

J.E.I. PROJECT NO. 20520

DECEMBER 1995
REVISED: 2-15-96

APPLICANT

ATLANTIC GULF COMMUNITIES CORPORATION
2601 SOUTH BAYSHORE DRIVE
MIAMI, FLORIDA 33133
PHONE (305) 859-4390
FAX (305) 859-4457

STRAP NUMBERS

29-46-25-00-00000.0010
30-46-25-00-00001.0010
31-46-25-01-00001.0000
31-46-25-01-00002.0000
31-46-25-01-00003.0040
31-46-25-01-00003.0050
31-46-25-01-00003.0060
31-46-25-01-00003.006B
31-46-25-01-00003.0080
31-46-25-01-00003.0380
32-46-25-01-00003.0110
32-46-25-01-00003.0120
32-46-25-01-00003.0140
32-46-25-01-00003.0500
32-46-25-01-00004.0000
32-46-25-01-00004.0010
32-46-25-01-00004.001A
32-46-25-01-00005.0000
32-46-25-01-00006.0000
32-46-25-01-00007.0000
32-46-25-01-00008.0000
32-46-25-01-00009.0000
32-46-25-01-00010.0000
32-46-25-01-00011.0000
05-47-25-01-00003.0130
05-47-25-01-00003.0400
05-47-25-01-00003.040A
05-47-25-01-00003.040B
05-47-25-01-00003.040C
05-47-25-01-00003.040D
05-47-25-01-00003.0510
05-47-25-01-00003.0520
05-47-25-01-00003.0540
05-47-25-01-00003.0550
05-47-25-01-00003.059C
05-47-25-01-00019.0000
05-47-25-01-00019.0010
05-47-25-01-00019.0020
05-47-25-01-00019.0030
05-47-25-01-00020.0000
06-47-25-00-00002.0020

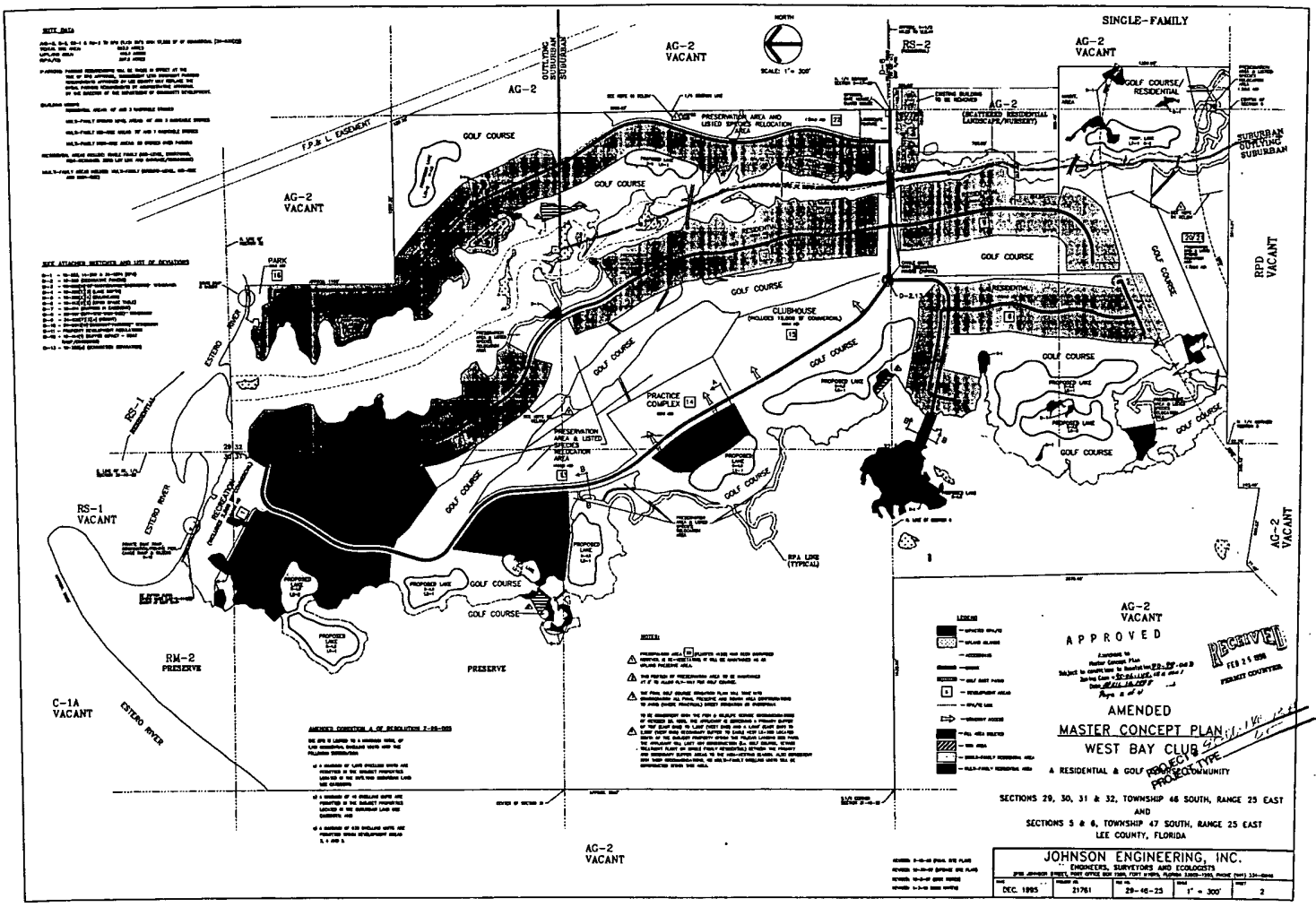
RECEIVED
FEB 25 1996
PERMIT COUNTER

ZONING

RPD

APPROVED

PROJECT #
PROJECT TYPE


SINGLE-FAMILY
AG-2 VACANT
RS-2
AG-2
GOLF COURSE/ RESIDENTIAL
SUBURBAN COMMUNITY SUBURBAN
F.P.& L. EASEMENT
PRESERVATION AREA AND LISTED SPECIES RELOCATION AREA
GOLF COURSE
PARK
CLUBHOUSE
PRACTICE COMPLEX
RPD VACANT
RS-1 RESIDENTIAL
ESTERO RIVER
RS-1 VACANT
RM-2 PRESERVE
PRESERVE
C-1A VACANT
AG-2 VACANT
APPROVED
RECEIVED
FEB 2 5 1996
PROJECT COUNTERS
AMENDED
MASTER CONCEPT PLAN
WEST BAY CLUB
A RESIDENTIAL & GOLF COMMUNITY
PROJECT TYPE
SECTIONS 29, 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST
AND
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA
JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
DEC. 1995
21761
29-46-25
1" = 300'
2

AMENDED LIST OF DEVIATIONS
FEBRUARY 13, 1998

D-1 REQUIREMENT PROHIBITING OR RESTRICTING ALTERATION OR DEVELOPMENT WITHIN RESOURCE PROTECTION AREAS (SECTIONS 10-233, 14-236 AND 34-1374), TO PERMIT:

(A) CONSTRUCTION OF RECREATIONAL BOARDWALKS AND CART PATHS THROUGH RPA AREAS TO ACCESS GOLF HOLES BOTH BY PEDESTRIANS AND GOLF CARTS.

(B) CONSTRUCTION OVER VARIOUS TZ AND RPA AREAS TO FACILITATE CONSTRUCTION OF A GOLF COURSE.

(C) CONSTRUCTION OVER VARIOUS TZ AND RPA AREAS TO FACILITATE CONSTRUCTION OF RESIDENTIAL DEVELOPMENT.

(D) CONSTRUCTION OF A ROAD ACCESS TO UPLAND HIGHLAND FOR CONSTRUCTION OF MULTI-FAMILY TRACT.

(E) CONSTRUCTION OF A ROAD ACCESS TO THE PROJECT SITE.

D-2 REQUIREMENTS FOR ROAD SPECIFICATIONS [SECTION 10-298 TABLE 4(7)(c)] AND BRICK PAVERS AS AN ALTERNATIVE ROAD SURFACE, ON A PRIVATELY MAINTAINED ROAD IN A NEW DEVELOPMENT (SECTION 10-710) TO ALLOW THE ROADWAY CONFIGURATION SHOWN ON THE ATTACHED SKETCH.

D-3 WITHDRAWN.

D-4 REQUIREMENT THAT THE MAXIMUM RETENTION DEPTH FOR EXCAVATION BE 12 FEET [SECTION 10-329(e)(3)] TO A MAXIMUM EXCAVATION DEPTH OF 20 FEET WITHOUT ANY PENETRATION THROUGH IMPERVIOUS SOIL OR ROCK LAYER WHICH PRESENTLY PROHIBITS INTERMINGLING OF VARIOUS WATERY STRATA.

D-5 REQUIREMENT THAT EXCAVATION BANK SLOPES BE NO GREATER THAN 4:1 [SECTION 10-329(e)(4)] TO PERMIT 40% OF THE LAKE BANKS TO UTILIZE VERTICAL BULKHEADS.

D-6 REQUIREMENT THAT RESIDENTIAL DEVELOPMENTS SHALL PROVIDE 40% OPEN SPACE FOR LARGE DEVELOPMENTS (50% OF WHICH SHALL BE INDIGENOUS) [SECTION 10-413(b)(2)] TO ALLOW THE OPEN SPACE TABLE PROVIDED.

D-7 REQUIREMENT THAT NO PORTION OF A BUFFER AREA THAT CONSISTS OF TREES AND SHRUBS SHALL BE LOCATED IN ANY EASEMENT (SECTION 10-414) TO ALLOW PLANTED BUFFERS IN EASEMENTS.

D-8 WITHDRAWN.

D-9 REQUIREMENT LIMITING THE HEIGHT OF BUILDINGS IN RESIDENTIAL PLANNED DEVELOPMENT ZONING CATEGORY WITHIN THE OUTLYING SUBURBAN LAND USE CATEGORY OF 45 FEET [SECTION 34-930(c)(3)(c)] TO ALLOW 20 STORIES OVER PARKING FOR DEVELOPMENT AREAS 2, 3, 4 AND 5.

D-10 WITHDRAWN.

D-11 DEVIATION FROM SECTION 34-833 OF THE LEE COUNTY LAND DEVELOPMENT CODE TO ALLOW THE PROPERTY DEVELOPMENT REGULATIONS FOR ESTERO POINTE RPD.

D-12 DEVIATION FROM THE REQUIREMENT THAT A 25-FOOT WIDE BUFFER LANDWARD FROM THE MEAN HIGH WATER LINE OF ALL NON-SEAWALLED NATURAL WATERWAYS BY PROVIDED [SECTION 10-414(1)] TO ALLOW CONSTRUCTION OF A BOAT RAMP, FISHING/OBSERVATION PIER, THREE (3) GAZEBOS AND TWO (2) CANOE LAUNCHES ON THE ESTERO RIVER AND OTHER CROSSINGS OR HALFWAY CREEK AS SHOWN ON THE MASTER CONCEPT PLAN AND BOARDWALKS AS PROPOSED IN THE SINGLE FAMILY AREAS.

D-13 DEVIATION FROM CONNECTION SEPARATION REQUIREMENTS OF SECTION 10-285 (e), TABLE 3, FOR THE EXTENSION OF WILLIAMS ROAD INTO THE PROJECT TO ALLOW CONNECTION SEPARATION AS SHOWN ON THE "MODIFIED ROUNDABOUT" ON THE MASTER CONCEPT PLAN.

SCHEDULE OF USES

ACCESSORY USES AND STRUCTURES
ACCESSORY APARTMENT (of)
ADMINISTRATIVE OFFICE (of)
ATM
BAIT AND TACKLE SHOP
BANKS AND FINANCIAL ESTABLISHMENTS, Group I [Section 34-622(c)(1)]
BUSINESS SERVICES, Group I, and Group II if limited to fax and copier services and swimming pool cleaning services. [Section 34-622(c)(3)]
CANOE LAUNCH
CLUBS
COUNTRY (of)
PRIVATE (of)
CONSUMPTION ON PREMISES [Section 34-1261]
CONVENIENCE FOOD AND BEVERAGE STORE (of)
DAY CARE CENTER, CHILD (of)
DRUGSTORE (of), PHARMACY (of)
DWELLING UNIT
SINGLE FAMILY (of)
SEMI-DETACHED (DUPLEX)
TWO-FAMILY ATTACHED (of)
TOWNHOUSE (of)
MULTIPLE FAMILY BUILDING (of)
ZERO LOT LINE (of)
EDUCATIONAL
ENTRANCE GATES AND GATEHOUSE (of)
ESSENTIAL SERVICES (of)
ESSENTIAL SERVICE FACILITIES, ALL GROUPS [Section 34-622(c)(13)]
EXCAVATION - WATER RETENTION
FENCES, WALLS
FOOD AND BEVERAGE SERVICE, LIMITED (of)
FOOD STORES, Group I [Section 34-622(c)(16)] including a gourmet grocery store
GIFT AND SOUVENIR SHOP (of)
GOLF COURSE AND ACCESSORY FACILITIES
GOLF DRIVING RANGE AND GOLF TRAINING FACILITY
HELISTOP (of)
HOME/CARE FACILITY (of)
HOME OCCUPATION
LAUNDRY OR DRY CLEANING [Section 34-622(c)(24)]
MODEL HOME, UNIT, DISPLAY CENTER
PARCEL PRINTER, Group I [Section 34-622(c)(32)]
PARKING LOT ACCESSORY (of)
PERSONAL SERVICES, Groups I and II [Section 34-622(c)(33)]
PHARMACY (of)
POST OFFICE (of)
PRIVATE BOAT RAMP AND OBSERVATION/FISHING PIER
RECREATIONAL FACILITIES
PERSONAL (of)
PRIVATE (of)
REAL ESTATE SALES OFFICE
RESIDENTIAL ACCESSORY USES [Section 34-622(c)(42)]
RESTAURANTS, Groups I, II, and III [Section 34-622(c)(43)]
SIGNS - in accordance with Chapter 30 of Land Development Code
SPECIALTY RETAIL SHOPS, Groups I and II [Section 34-622(c)(47)]
TEMPORARY USES
TEMPORARY CONSTRUCTION TRAILER
TEMPORARY SALES CENTER
UNITS OF HIGH IMPACT(of), including time share

SITE BREAKDOWN

DESCRIPTION OF AREAS		AREA (In ACRES)
Wetlands		387.8
Golf Course		83.9
Golf Course Rough		20.8
Upland Buffer Areas		38.4
Lakes		36.7
Pod 1:	Recreation Area	10.2
Pod 2:	Multi Family	12.8
Pod 3:	Multi Family	8.5
Pod 4:	Multi Family	4.7
Pod 5:	Multi Family	8.8
Pod 6:	Residential	38.3
Pod 7:	Residential	24.1
Pod 8:	Residential	24.8
Pod 9 & 9A:	Residential	31.3
Pod 10:	Residential	44.0
Pod 11/12:	Multi Family	13.8
Pod 13:	Upland Preservation	28.5
Pod 14:	Practice Area	7.0
Pod 15:	Clubhouse	11.0
Pod 16:	Park Area	1.0
Pod 17/18:	Maintenance Area & Residential/Golf Course	14.3
Pod 19:	Upland Preservation	2.9
Pod 20/21:	Upland Preservation	12.8
Pod 22:	Upland Preservation	6.3
Pod 23:	Upland Island Preservation	3.1

TOTAL: 884.9 ACRES

PROPERTY DEVELOPMENT REGULATIONS
for
WEST BAY CLUB RPD

	Minimum Lot			Minimum Setback							
	Area (s.f.)	Depth (feet)	Width (feet)	Side (feet)	Rear (feet)	Road (feet)	Water Body (feet)	Maximum Height (feet)	Number of Habitable Floors	Minimum Building Separation (feet)	Subdivision	Condominium
RESIDENTIAL												
Mid-Level	7,560	108	75	2.5	15	20	20	45	3	15	YES	YES
Courtyard	5,500	100	55	7	10	20	20	45	3	15	YES	YES
Semi-Detached 1st Side 2nd Side	3,850	100	55	0 7.5	12	20	20	45	3	15	YES	YES
Zero Lot Line 1st Side 2nd Side	4,500	80	45	0 6	15	15	20	45	3	6	YES	YES
Cottage/Townhouse 1st Side 2nd Side	2,500	80	25	0 0 or 10	20	20	20	45	3	** Complex Separation: 20	YES	YES
MULTI-FAMILY												
General Level	10,000	100	100		20	20	25	45	3	20		YES
Mid-Rise	10,000	100	100		20	20	15	75	7	20		YES
High-Rise	10,000	100	100		30	30	15	—	20*	60		YES
CLUBHOUSE AREA	40,000	200	200	15	30	30	30	45	3	15	YES	YES
PRACTICE COMPLEX	40,000	200	200	15	30	30	30	45	3	15	YES	YES

All Structure Types

See LDC Sections 34-1174, 34-1176, 34-2191 and 34-2194 for necessary structure setbacks.

Setback to Estero River: 25 feet

* 20 Stories over parking. All buildings over 45 feet shall provide one hotel room network from West Bay Club perimeter property line for every foot of elevation over 45 feet.

An overall maximum of 46 high-rise buildings may be located within multi-family Pods 2, 4, and 5.

Mid-rise or ground level buildings can be clustered in multi-family Pods 2, 3, 4 & 5.

** Maximum number of attached units: 6

OPEN SPACE CALCULATIONS

REQUIRED OPEN SPACE : 884.86 AC. x 40%		=	345.986 AC. (40%)
INDIGENOUS REQUIREMENT		=	172.986 AC. (20%)
OPEN SPACE PROVIDED (AC.'s)			MIN. (AC.s)
WETLANDS			387.8
PRESERVATION AREA 1 [In CLS AC. + 1.85=38.5 AC. x 2.5 AC[10-413 (b)(2)(c)] =			45.0
PRESERVATION AREA 1B			2.8
PRESERVATION AREA 2D/2E: 11.8 AC. X 1.85 [10-413 (b)(2)(c)] =			20.5
PRESERVATION AREA 22			6.3
UPLAND ISLAND PRESERVATION AREAS			3.1
GOLF COURSE			83.9
GOLF COURSE ROUGH			20.8
UPLAND BUFFER AREAS			38.4
PARK (AREA 16)			1.0
LAKES			36.7
RECREATIONAL AREA 1	(10.2 AC. x 80%)	=	8.2
MULTI-FAMILY POD 2 :	12.8 x 15%	=	1.9
MULTI-FAMILY POD 3 :	8.5 x 35%	=	3.3
MULTI-FAMILY POD 4 :	4.7 x 25%	=	1.8
MULTI-FAMILY POD 5 :	8.8 x 80%	=	7.0
SINGLE FAMILY POD 6 :	28.3 x 10%	=	2.8
SINGLE FAMILY POD 7 :	24.1 x 10%	=	2.4
SINGLE FAMILY POD 8 :	24.8 x 10%	=	2.5
RESIDENTIAL POD 9 & 9A :	21.3 x 10%	=	2.1
RESIDENTIAL POD 10 :	44.0 x 10%	=	4.4
MULTI-FAMILY POD 11 & 12 :	13.8 x 15%	=	2.1
PRACTICE AREA (POD 14)	7.0 x 80%	=	5.6
CLUBHOUSE SITE (POD 15)	11.0 x 15%	=	1.7
MAINTENANCE/ GOLF COURSE/ FUTURE RESIDENTIAL (PODS 17 & 18)	14.3 x 40%	=	5.7
TOTAL OPEN SPACE PROVIDED		=	700.8 (81%)
TOTAL INDIGENOUS OPEN SPACE PROVIDED		=	528.8 (61%)

RECEIVED
FEB 25 1998
PERMIT COUNTER

APPROVED

Pursuant to
Master Concept Plan
Subject to conditions in Resolution Z-98-002
Zoning Case #98-06-108.15 R (RPD)
Date 2/13/98
Page 1 of 1

PROJECT #
PROJECT TYPE

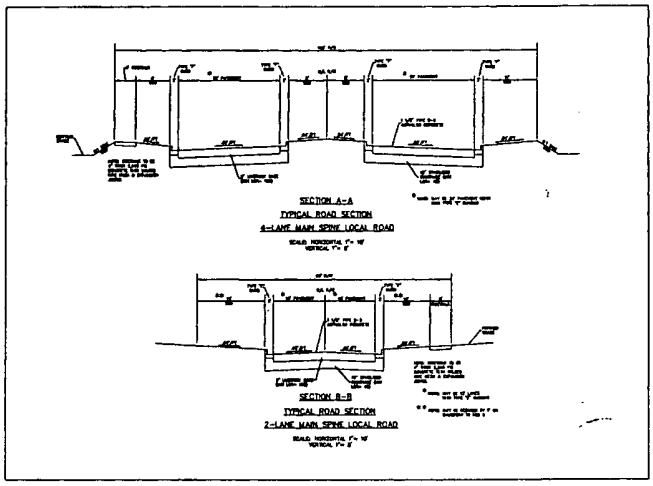
DOCUMENTATION
WEST BAY CLUB

JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
2796 JOHNSON STREET, P.O. BOX 1550, FORT MYERS, FLORIDA 33902-1550, PHONE (941) 334-0046

date	project no.	file no.	scale	sheet
December 1995	21761	30-48-25	N.T.S.	4

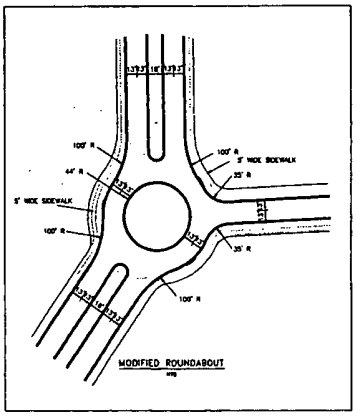
REVISED 5-24-96
REVISED 10-2-97
REVISED 1-14-98

10-08-1997 09:25 P:\21761\DWG\DWG.DWG

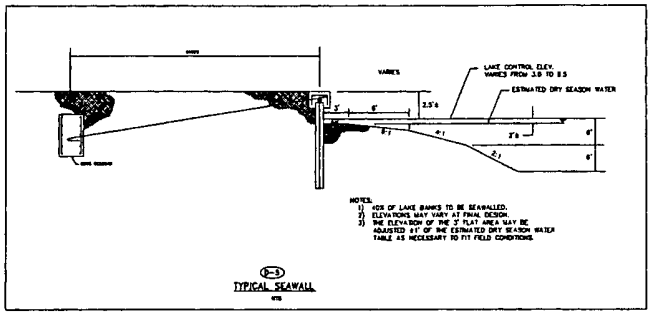


SECTION A-A
TYPICAL ROAD SECTION
4-LANE MAIN SPINE LOCAL ROAD

SECTION B-B
TYPICAL ROAD SECTION
2-LANE MAIN SPINE LOCAL ROAD



MODIFIED ROUNDABOUT



NOTES:
1) 40% OF LAKE BANKS TO BE SEAWALLED.
2) ELEVATIONS MAY VARY AT FINAL DESIGN.
3) THE ELEVATION OF THE 3' FLAT AREA MAY BE ADJUSTED 6" OF THE ESTIMATED DRY SEASON WATER TABLE AS NECESSARY TO FIT FIELD CONDITIONS.

D-5
TYPICAL SEAWALL

RECEIVED
FEB 23 1998
PERMIT COUNTER

APPROVED

PROJECT #
PROJECT TYPE

DOCUMENTATION
WEST BAY CLUB

JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
December 1995	21761	30-46-25	N.T.S.	5

REVISED 1-16-96
REVISED 10-3-97
REVISED 1-7-98

ACCO

ADMINISTRATIVE AMENDMENT (PD) ADD1999-00056

ADMINISTRATIVE AMENDMENT
LEE COUNTY, FLORIDA

WHEREAS, West Bay Club Development Corporation filed an application for administrative approval within the approved Residential Planned Development project known as West Bay Club RPD (Development Area 3) **to change the use of the property in Development Area 3 from multiple family residential to single family residential** for property located on West Bay Boulevard, described more particularly as:

LEGAL DESCRIPTION: In Section 31, Township 46 South, Range 25 East, Lee County, Florida:

Beginning at the North Quarter Section corner of said Section 05, Township 47 South, Range 25 East, said point being the Northeast corner of Lot 56B of FLORIDA GULF LAND COMPANY SUBDIVISION as recorded in Plat Book 1 at Page 59, Lee County Records and run S00°40'16"E for 30.00 feet to the South right-of-way (ROW) line of Williams Road (60 feet wide);
THENCE run N89°00'18"E along said South line for 165.26 feet;
THENCE run S00°36'29" E for 200.00 feet to the Southeast corner of lands described in deed recorded in Official Record Book 2465 at Page 3044, Lee County Records;
THENCE run S89°00'18"W along the South line of said lands for 494.00 feet to an intersection with the East line of Lot 55B of said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run S00°47'09"E along said East line for 765.00 feet;
THENCE run S88°57'37"W for 327.43 feet to an intersection with the East line of Lot 54B;
THENCE run S00°54'02"E for 351.20 to the Southeast corner of Lot 54B;
THENCE run N89°15'52"E along the South line of Lots 55B and 56B for 653.45 feet;
THENCE run N89°15'52"E along the South line of Lot 57B for 327.60 feet;
THENCE run S00°32'41"E along the East line of Lot 40B for 1,350.95 feet;
THENCE run S89°31'44"W for 324.62 feet to the center of said Section 05, said point being the Southwest corner of said Lot 40B;
THENCE run S89°34'40"W for 2,592.29 feet to the West Quarter section corner of Section 05, said point being the Southwest corner of Lot 48B of said subdivision;

continued...

THENCE run S01°31'46"E for 92.78 feet to the Southeasterly corner of lands described in deed recorded in Official Record Book 2192 at Page 567, Lee County Records;

ATTACHMENT O

THENCE run along the South line of said lands the following courses:
S89°10'55"W for 349.43 feet;
S00°49'50"E for 162.49 feet;
N81°20'47"W for 600.53 feet;
S46°11'51"W for 77.45 feet;
THENCE run N01°35'45"W along the West line of said lands for 2,875.95 feet to an intersection with the North line of said Section 06;
THENCE run S88°56'02"W along the North line of said Section 06 for 1,638.66 feet to the Southwest corner of lands described in deed recorded in Official Record Book 1509 at Page 221, Lee County Records, said point also being the Southwest corner of Lot 8A of said FLORIDA GULF LAND COMPANY SUBDIVISION and the South Quarter (S¼) Section corner of Section 31, Township 46 South, Range 25 East;
THENCE run N00°22'46"W along the West line of said lands along the North/South Quarter (N/S¼) Section line for 2,656.37 feet to the Northwest corner of Lot 25A, said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE continue N00°22'46"W along the West line of said lands and the West line of Lots 40A and 57A of said subdivision for 2,391 feet, more or less to the waters of the Estero River;
THENCE run Northeasterly, Southeasterly, Southwesterly, Southerly, Southeasterly and Northeasterly along said waters for 5,030 feet, more or less to an intersection with the East line of the Southeast Quarter (SE¼) of said Section 30, Township 46 South, Range 25 East;
THENCE run N00°32'05"W along said East line for 224 feet, more or less to said waters;
THENCE run Southeasterly, Southwesterly, Westerly and Southwesterly along said waters for 1,213 feet, more or less to an intersection with the North line of said Section 32, Township 46 South, Range 25 East, said line being the North line of Lot 49A of said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run N87°54'53"E along said North line for 628 feet, more or less to said waters for 485 feet, more or less to an intersection with the East line of Lot 52A, said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run S00°43'04"E along said East line of Lot 52A for 1,190 feet, more or less to the Southeast corner of lands described in deed recorded in Official Record Book 1807 at Page 4091, Lee County Records, said point being the Southeast corner of said Lot 52A of said subdivision;
THENCE run N88°27'02"E along the North line of Lots 44A, 43A, 42A and 41A of said FLORIDA GULF LAND COMPANY SUBDIVISION for 1,257.39

continued...

feet to an intersection with the Southwesterly line of a Florida Power and Light Company transmission line easement (100) feet wide);
THENCE run S20°51'33"E along said Southwesterly line for 125.36 feet to an intersection with the North/South Quarter (N/S¼) Section line of said Section 32;

THENCE run S00°55'33E along said Quarter section line and along the corner of lands described in deed recorded in Official Record Book 1528 at Page 12, Lee County Records, said point also being the Southeast corner of said Lot 41A; THENCE run S00°56'02"E along said North/South Quarter Section line and the East line of Lot 41A of said subdivision for 1,226.63 feet to the Southeast corner of lands described in deed recorded in Official Record Book 1528 at Page 12, Lee County Records, said point also being the Southeast corner of said Lot 41A; THENCE run S00°56'02"E along said North/South Quarter Section line and the East line of Lots 24A and 9A of FLORIDA GULF LAND COMPANY SUBDIVISION for 2,644.19 feet to the POINT OF BEGINNING.

WHEREAS, the property was originally rezoned in case number 95-06-148.03Z; and

WHEREAS, the Lee County Land Development Code provides for certain administrative changes to planned development master concept plans and planned unit development final development plans; and

WHEREAS, the subject application and plans have been reviewed by the Lee County Department of Community Development in accordance with applicable regulations for compliance with all terms of the administrative approval procedures; and

WHEREAS, the applicant seeks to amend Development Area 3 to change the use within this area from multiple family residential to single family residential; and

WHEREAS, it is found that the proposed amendment does not increase density or intensity within the development; does not decrease buffers or open space required by the LDC; does not underutilize public resources or infrastructure; does not reduce total open space, buffering, landscaping or preservation areas; and does not otherwise adversely impact on surrounding land uses.

NOW, THEREFORE, IT IS HEREBY DETERMINED that the application for administrative approval for an amendment to Residential Planned Development **to change the use of the property in Development Area 3 from multiple family residential to single family residential** is APPROVED.

Approval is subject to the following conditions:

1. **The Development must be in compliance with the amended Master Concept Plan, entitled West Bay Club RPD, dated December 1999, last revised 11-24-99, stamped received December 8, 1999. Site Plan ADD1999-00056 is hereby APPROVED and adopted. A reduced copy is attached hereto.**

2. **The terms and conditions of the original zoning resolutions (Z-96-005 and Administrative Amendment PD-98-003 remain in full force and effect.**

3. **Development of the single family residential units must be consistent with the Property Development Regulations adopted within Resolution Z-96-005, and as may have been amended by Administrative Amendment PD-98-003.**

4. **The only change authorized by this action is the change in the dwelling unit type in Development Area 3 from multiple family residential to single family residential.**

DULY SIGNED this 23rd day of February, A.D., 2000.

BY: Mary Gibbs
Mary Gibbs, Director
Department of Community Development

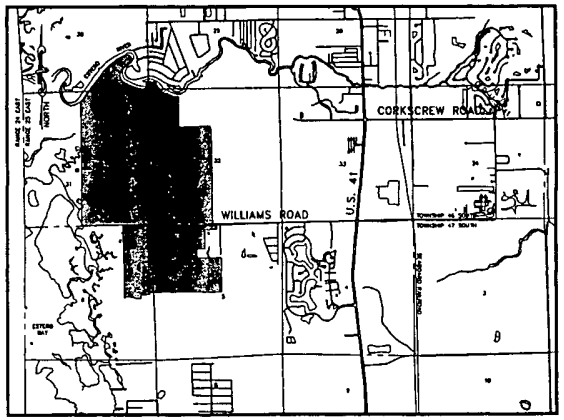
AMENDED
MASTER CONCEPT PLAN
AMENDMENT NO. 2
FOR

WEST BAY CLUB RPD

SECTIONS 29/30/31/32, TOWNSHIP 46 S., RANGE 25 E.
SECTIONS 5/6, TOWNSHIP 47 S., RANGE 25 E.
BONITA SPRINGS, LEE COUNTY, FLORIDA

INDEX OF PLANS

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	APPROVED MASTER CONCEPT PLAN
3	PROPOSED MASTER CONCEPT PLAN



PROJECT LOCATION

LOCATION MAP

0 1000 2000 4000
SCALE IN FEET

NORTH

PREPARED BY

JOHNSON ENGINEERING, INC.

ENGINEERS, SURVEYORS AND ECOLOGISTS

2158 JOHNSON STREET
POST OFFICE BOX 1550
FORT MYERS, FLORIDA 33902
PHONE (813) 334-0046
FAX (813) 334-3661

J.E.I. PROJECT NO. 21764

DECEMBER 1995

REVISED: 11-24-99
REVISED: 2-18-98

APPROVED

Amendment to
Master Concept Plan
Subject to conditions in Resolution #2001999-00056
Zoning Case #2001999-00056
Date 2/20/2001

APPLICANT

WEST BAY DEVELOPMENT CORPORATION
4610 WEST BAY BOULEVARD
ESTERO, FLORIDA 33928
PHONE (941) 498-7770
FAX (941) 498-7771

STRAP NUMBERS

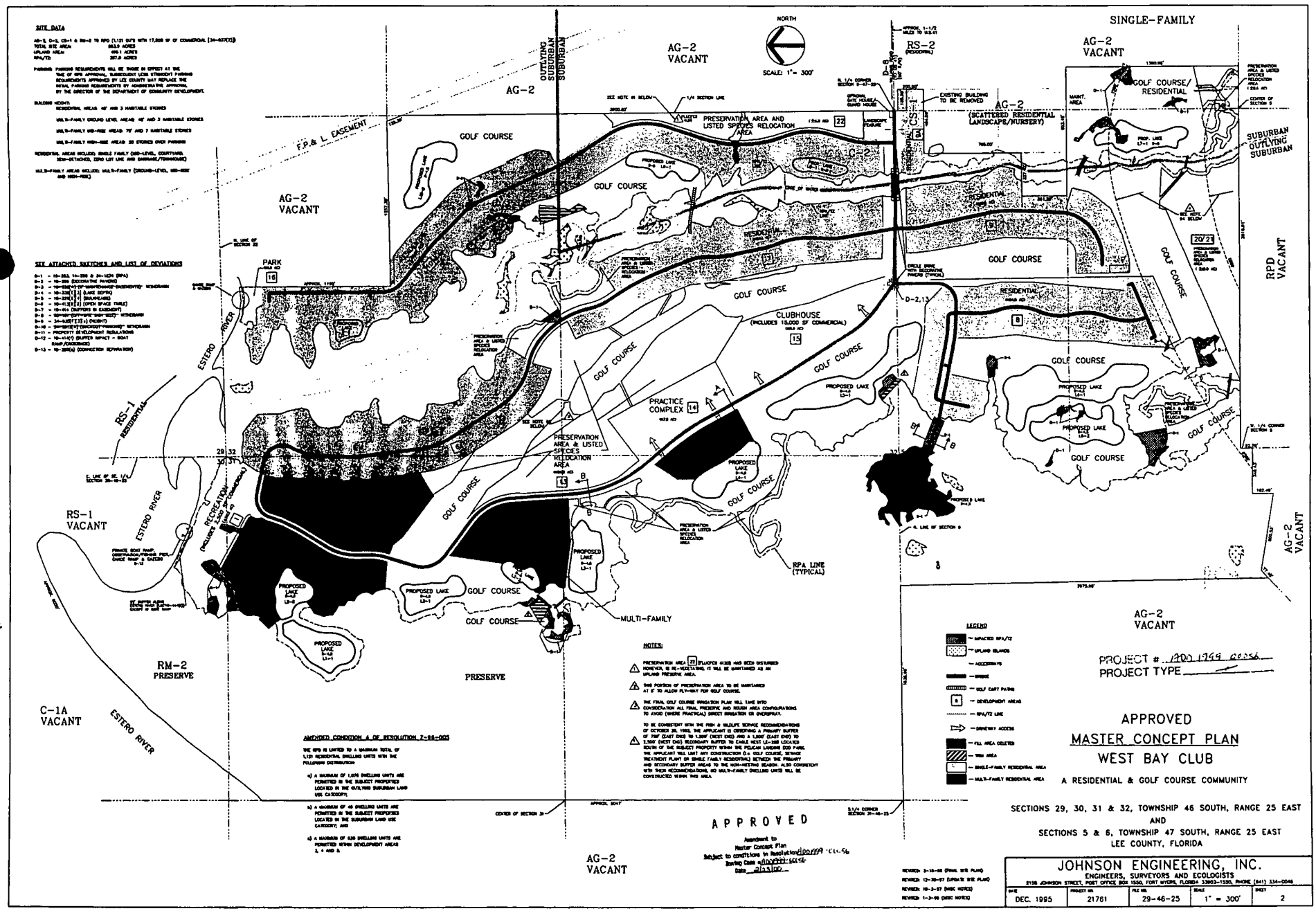
29-46-25-00-00006.0010
30-46-25-00-00002.0010
31-46-25-01-00001.0000
31-46-25-01-00002.0000
31-46-25-01-00003.0040
31-46-25-01-00003.0050
31-46-25-01-00003.0060
31-46-25-01-00003.006B
31-46-25-01-00003.0080
31-46-25-01-00003.0380
32-46-25-01-00003.0110
32-46-25-01-00003.0120
32-46-25-01-00003.0140
32-46-25-01-00003.0500
32-46-25-01-00004.0000
32-46-25-01-00004.0010
32-46-25-01-00004.001A
32-46-25-01-00005.0000
32-46-25-01-00006.0000
32-46-25-01-00007.0000
32-46-25-01-00008.0000
32-46-25-01-00009.0000
32-46-25-01-00010.0000
32-46-25-01-00011.0000
05-47-25-01-00003.0130
05-47-25-01-00003.0400
05-47-25-01-00003.040A
05-47-25-01-00003.040B
05-47-25-01-00003.040C
05-47-25-01-00003.040D
05-47-25-01-00003.0510
05-47-25-01-00003.0520
05-47-25-01-00003.0540
05-47-25-01-00003.0550
05-47-25-01-00003.055C
05-47-25-01-00019.0000
05-47-25-01-00019.0010
05-47-25-01-00019.0020
05-47-25-01-00019.0030
05-47-25-01-00020.0000
06-47-25-00-00002.0020

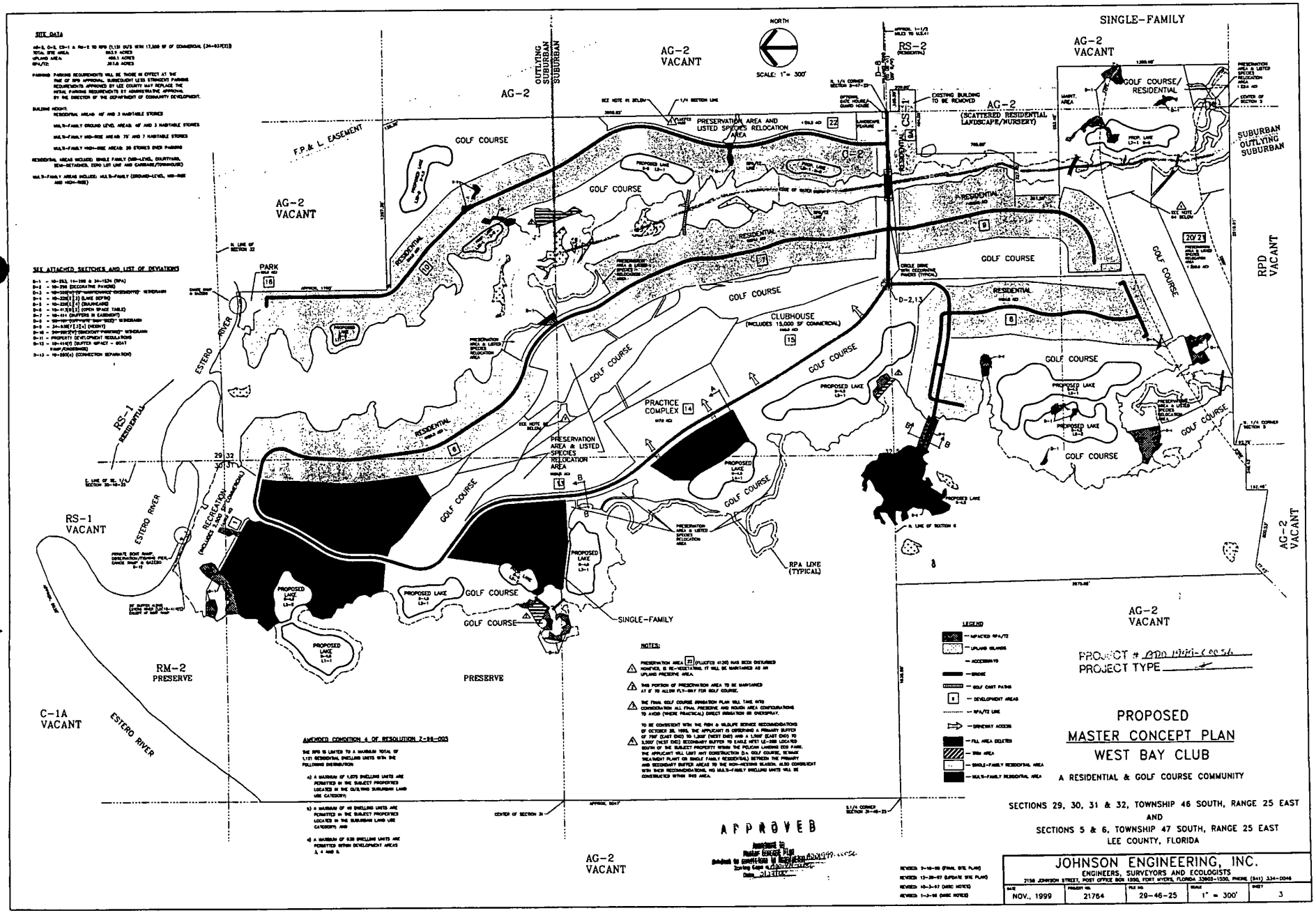
RECEIVED
FEB 12 1999
PERMIT COUNTER

ZONING

RPD

PROJECT # RPD 1998-00056
PROJECT TYPE


SITE DATA
SEE ATTACHED SKETCHES AND LIST OF DEVIATIONS
NORTH
SCALE: 1" = 300'
AG-2 VACANT
OUTLYING SUBURBAN
SUBURBAN
F.P.& L. EASEMENT
GOLF COURSE
PRESERVATION AREA AND LISTED SPECIES RELOCATION AREA
PARK
ESTERO RIVER
RS-1 RESIDENTIAL
RS-1 VACANT
RM-2 PRESERVE
C-1A VACANT
CLUBHOUSE (INCLUDES 15,000 SF COMMERCIAL)
PRACTICE COMPLEX
RECREATION
PROPOSED LAKE
RPA LINE (TYPICAL)
MULTI-FAMILY
PRESERVE
RS-2 (RESIDENTIAL)
CS
C-2
EXISTING BUILDING TO BE REMOVED
AG-2 (SCATTERED RESIDENTIAL LANDSCAPE/NURSERY)
SINGLE-FAMILY
GOLF COURSE/ RESIDENTIAL
RESIDENTIAL
RPD VACANT
AG-2 VACANT
AMENDED CONDITION 4 OF RESOLUTION Z-94-005
NOTES:
LEGEND
APPROVED
Amendment to Master Concept Plan
Subject to conditions in Resolution
Zoning Case
Date
PROJECT #
PROJECT TYPE
APPROVED
MASTER CONCEPT PLAN
WEST BAY CLUB
A RESIDENTIAL & GOLF COURSE COMMUNITY
SECTIONS 29, 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST
AND
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA
JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
2158 JOHNSON STREET, POST OFFICE BOX 1550, FORT MYERS, FLORIDA 33902-1550, PHONE (941) 334-0046
DEC. 1995
21761
29-46-25
1" = 300'
2


SITE DATA
SEE ATTACHED SKETCHES AND LIST OF DEVIATIONS
NORTH
SCALE: 1" = 300'
SINGLE-FAMILY
AG-2 VACANT
RS-2 (RESIDENTIAL)
AG-2 (SCATTERED RESIDENTIAL LANDSCAPE/NURSERY)
GOLF COURSE/ RESIDENTIAL
SUBURBAN OUTLYING SUBURBAN
RPD VACANT
F.P.& L. EASEMENT
PRESERVATION AREA AND LISTED SPECIES RELOCATION AREA
EXISTING BUILDING TO BE REMOVED
GOLF COURSE
RESIDENTIAL
CLUBHOUSE (INCLUDES 15,000 SF COMMERCIAL)
PARK
ESTERO RIVER
RS-1 RESIDENTIAL
RS-1 VACANT
PRACTICE COMPLEX
RECREATION (INCLUDES 4,000 SF COMMERCIAL)
PROPOSED LAKE
RPA LINE (TYPICAL)
RM-2 PRESERVE
PRESERVE
C-1A VACANT
C-2
C-1
CS
D-2,13
AMENDED CONDITION 4 OF RESOLUTION Z-98-005
NOTES:
LEGEND
PROJECT # RPD 1999-00036
PROJECT TYPE
PROPOSED
MASTER CONCEPT PLAN
WEST BAY CLUB
A RESIDENTIAL & GOLF COURSE COMMUNITY
SECTIONS 29, 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST
AND
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA
APPROVED
JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
2158 JOHNSON STREET, POST OFFICE BOX 1550, FORT MYERS, FLORIDA 33902-1550, PHONE (941) 334-0046
NOV., 1999
21764
29-46-25
1" = 300'
3



RECEIVED
DEC 27 2004
PERMIT COUNTER
DCI 2004 0004

WEST BAY CLUB
The beauty never fades.

EXHIBIT A

WEST BAY CLUB

Estero, Florida

WEST LAKE COURT

NORTH

0 20' 40' 80' 120'

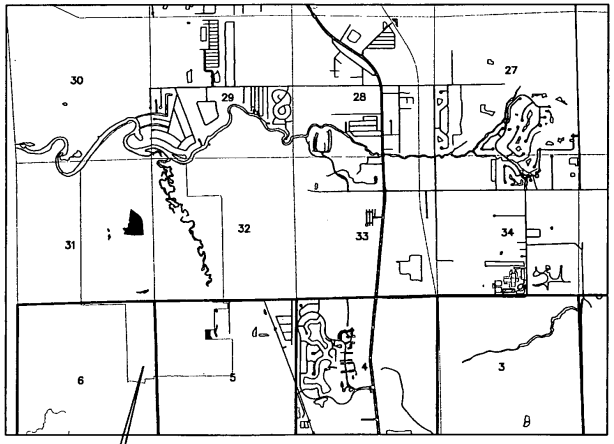
EDSA
fort lauderdale orlando monica
1512 E. Broward Blvd., Suite 110
Fort Lauderdale, FL 33301
www.edsaplan.com
planners landscape architects
graphic designers

MASTER CONCEPT PLAN
FOR
WEST BAY CLUB RPD
(FORMERLY ESTERO POINTE RPD)

SECTIONS 29/30/31/32, TOWNSHIP 46 S., RANGE 25 E.
SECTIONS 5/6, TOWNSHIP 47 S., RANGE 25 E.
BONITA SPRINGS, LEE COUNTY, FLORIDA

INDEX OF PLANS

SHEET NO.	DESCRIPTION
1	COVER
2	MASTER CONCEPT PLAN
3	DOCUMENTATION, SOILS & FLUCFCS



LOCATION MAP

0 2000 4000
SCALE IN FEET

N

APRIL, 2004

EXHIBIT B

APPLICANT

WEST BAY CLUB DEVELOPMENT CORPORATION
4600 WEST BAY BOULEVARD
ESTERO, FLORIDA 33928
PHONE (239) 498-7770
FAX (239) 498-7771

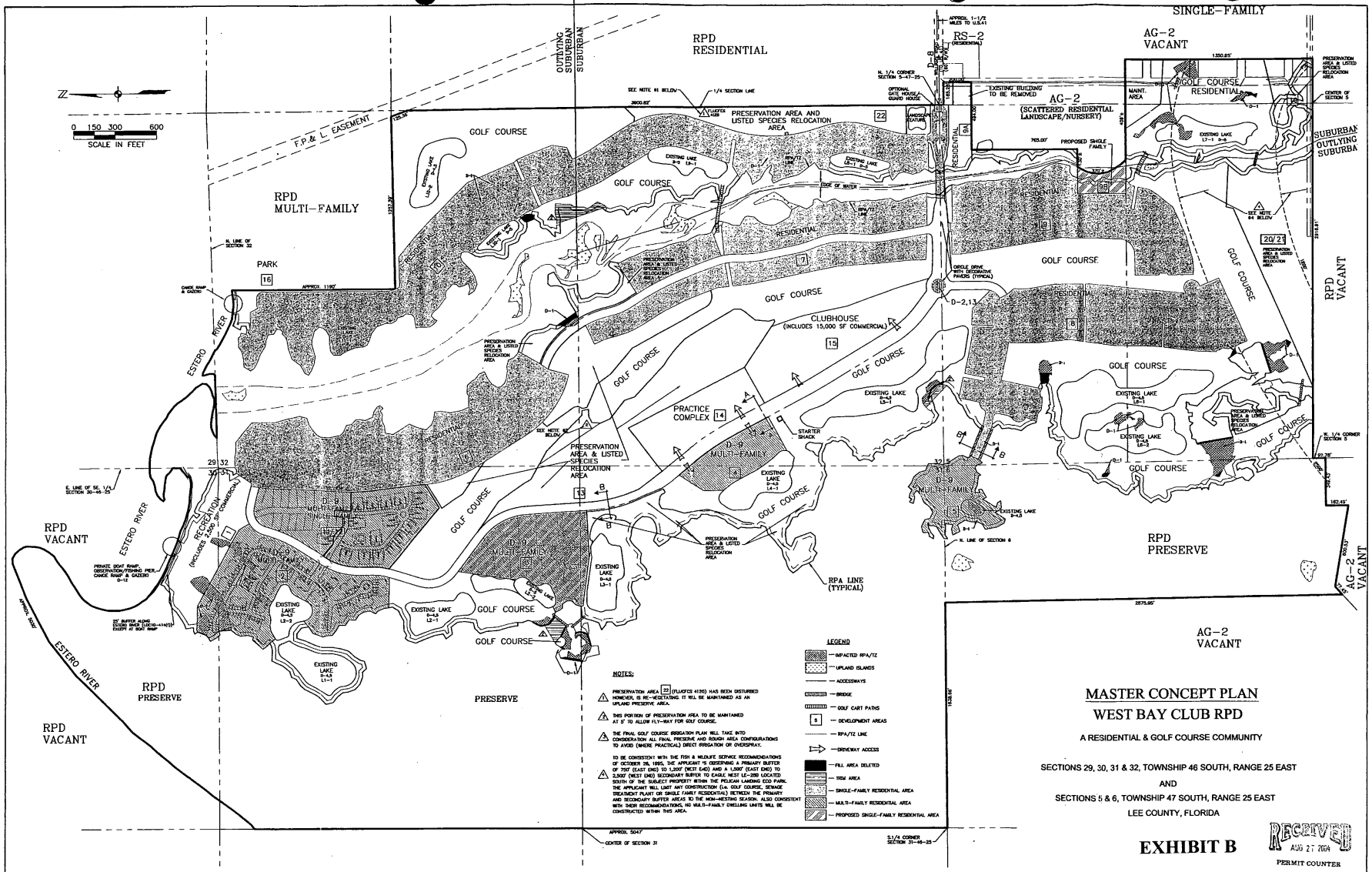
JOHNSON ENGINEERING

2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

RECEIVED
AUG 27 2004
PERMIT COUNTER

DCI2004-00046

A:\20044403\DRAWINGS\MCP\MCP-COVER.dwg (Cover) AJC Aug 27, 2004 - 8:25am



MASTER CONCEPT PLAN
WEST BAY CLUB RPD

A RESIDENTIAL & GOLF COURSE COMMUNITY

SECTIONS 29, 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST
AND
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

EXHIBIT B

RECEIVED
AUG 27 2004
PERMIT COUNTER

J:\20044403\DRAWINGS\MCP\MCP-SITE.dwg (Sheet1) AJG Aug 27, 2004 - 8:29am

REVISIONS

WEST BAY CLUB RPD
LEE COUNTY, FLORIDA

JOHNSON ENGINEERING
2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

MASTER CONCEPT PLAN
DCI2004-00046

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
04/06/04	20044403	29-46-25	1" = 300'	2

	Minimum Lot			Minimum Setback								
	Area (s.f.)	Depth (feet)	Width (feet)	Side (feet)	Rear (feet)	Road (feet)	Water Body (feet)	Maximum Height (feet)	Number of Habitable Floors	Minimum Bldg. Separation	Subdivision	Condo
RESIDENTIAL												
Single Family	5,500	100	55	5	10	20	20	45	3	10	Yes	Yes
Two Family Attac	5,000	100	50		15	20	20	45	3	15	Yes	Yes
1st Side				0								
2nd Side				7.5								
Zero Lot Line	4,500	80	45		15[a] [ea]	15	20	45	3	4	Yes	Yes
1st Side				0								
2nd Side				4								
Townhouse	2,800	80	35		20	20	20	45	3	** Complex Separation: 20	Yes	Yes
1st Side				0								
2nd Side				0 or 10								
MULTI-FAMILY												
Ground Level	10,000	100	100		20	20	25	45	3	20		Yes
Mid-Rise	10,000	100	100		20	20	25	75	7	20		Yes
High-Rise	10,000	100	100		20	20	25		20*	60		Yes
CLUBHOUSE AREA	40,000	200	200	15	20	20	20	45	2	15	Yes	Yes
PRACTICE COMPLEX	40,000	200	200	15	20	20	20	45	2	15	Yes	Yes

All Housing Types

See LDC Sections 34-1174, 34-1176, 34-2191 and 34-2194 for accessory structure setbacks

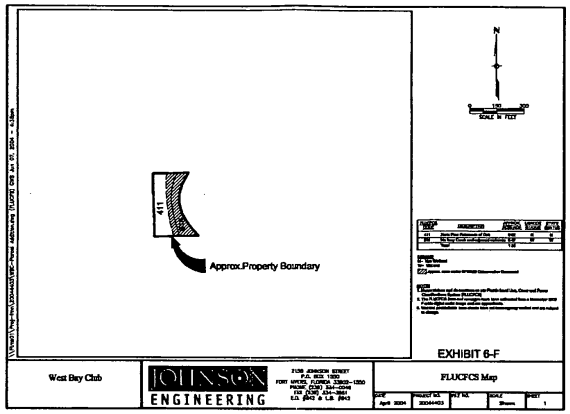
Setbacks for Estero River: 25 feet

* 20 Stories over parking. All buildings over 45 fet shall provide one half foot setback from West Bay Club perimeter property line for every foot of elevation over 45 feet.

An overall maximmum of six (6) high-rise buildings may be located within multi-family Pods 3,4 and 5

Mid-rise or ground level buildings can be clusters in multi-family Pods 2,3,4 and 5

** Maximum number of attached units: 6



SCHEDULE OF USES

ACCESSORY USES AND STRUCTURES
ACCESSORY APARTMENT (df)
ADMINISTRATIVE OFFICE (df)
AIM
BAIT AND TACKLE SHOP
BANKS AND FINANCIAL ESTABLISHMENTS, Group I [Section 34-622(c)(3)]
BUSINESS SERVICES, Group I, and Group II limited to lawn and garden services and swimming pool cleaning services, [Section 34-622(c)(5)]
CANOE LAUNCH
CLUBS
COUNTRY (df)
PRIVATE (df)
CONSUMPTION ON PREMISES (Section 34-1261)
CONVENIENCE FOOD AND BEVERAGE STORE (df)
DAY CARE CENTER, CHILD (df)
DRUGSTORE (df), PHARMACY (df)
DWELLING UNIT
SINGLE FAMILY (df)
TWO-FAMILY ATTACHED (df)
TOWNHOUSE (df)
MULTIPLE FAMILY BUILDING (df)
ZERO LOT LINE (df)
ENTRANCE GATES AND GATEHOUSE (df)
ESSENTIAL SERVICES (df)
ESSENTIAL SERVICE FACILITIES, ALL GROUPS [Section 34-622(c)(13)]
EXCAVATION - WATER RETENTION
FENCES, WALLS
FOOD AND BEVERAGE SERVICE, LIMITED (df)
FOOD STORES, Group I [Section 34-622(c)(18) including a gourmet grocery store
GIFT AND SOUVENIR SHOP (df)
GOLF COURSE AND ACCESSORY FACILITIES
GOLF DRIVING RANGE AND GOLF TRAINING FACILITY
HELISTOP (df)
HOME/CARE FACILITY (df)
HOME OCCUPATION
LAUNDRY OR DRY CLEANING [Section 34-622(c)(24)]
MODEL HOME, UNIT, DISPLAY CENTER
PARKS, PRIVATE, Group I [Section 34-622(c)(32)]
PARKING LOT ACCESSORY (df)
PERSONAL SERVICES, Groups I and II [Section 34-622(c)(33)]
PHARMACY (df)
POST OFFICE (df)
PRIVATE BOAT RAMP AND OBSERVATION/FISHING PIER
RECREATIONAL FACILITIES
PERSONAL (df)
PRIVATE (df)
REAL ESTATE SALES OFFICE
RESIDENTIAL ACCESSORY USES [Section 34-622(c)(40)]
RESTAURANTS, Groups I, II and III [Section 34-622(c)(43)]
SIGNS - in accordance with Chapter 30 of Land Development Code
SPECIALTY RETAIL SHOPS, Groups I and II [Section 34-622(c)(47)]
TEMPORARY USES
TEMPORARY CONSTRUCTION TRAILER
TEMPORARY SALES CENTER
UNITS OF HIGH IMPACT(df), including time share

OPEN SPACE CALCULATIONS:

REQUIRED OPEN SPACE : 866± AC. x 40%	=	346.4± AC.	(40%)
INDIGENOUS REQUIREMENT	=	173.2± AC.	(20%)
OPEN SPACE PROVIDED (AC.±)		MCP (AC.±)	
WETLANDS		397.8	
PRESERVATION AREA 13: 22.6 AC. X 1.65%-38.5 AC.= 3.2 AC[(10-413 (x)(100)] =		40.0	
PRESERVATION AREA 19		2.6	
PRESERVATION AREA 20/21: 12.6 AC. X 1.6% [(10-413 (x)(100)] =		20.5	
PRESERVATION AREA 22		6.3	
UPLAND ISLAND PRESERVATION AREAS		3.1	
GOLF COURSE		85.9	
GOLF COURSE ROUGH		20.6	
UPLAND BUFFER AREAS		38.4	
PARK (AREA 18)		1.0	
LAKES		36.7	
RECREATIONAL AREA 1 (10.2 AC. x 80%)	=	8.2	
MULTI-FAMILY POD 2 : 12.8 x 15%	=	1.9	
MULTI-FAMILY POD 3 : 9.5 x35%	=	3.3	
MULTI-FAMILY POD 4 : 4.7 x 35%	=	1.6	
MULTI-FAMILY POD 5 : 6.0 x 60%	=	3.6	
SINGLE FAMILY POD 6 : 26.3 x 10%	=	2.6	
SINGLE FAMILY POD 7 : 24.1 x 10%	=	2.4	
SINGLE FAMILY POD 8 : 24.8 x 10%	=	2.5	
RESIDENTIAL POD 9, 9A & 9B: 21.3 x 10%	=	2.1	
RESIDENTIAL POD 10 : 44.0 x 10%	=	4.4	
MULTI-FAMILY POD 11 & 12 : 13.8 x 15%	=	2.1	
PRACTICE AREA (POD 14) 7.0 x 80%	=	5.6	
CLUBHOUSE SITE (POD 15) 11.0 x 15%	=	1.7	
MAINTENANCE/ GOLF COURSE/ FUTURE RESIDENTIAL (PODS 17 & 18) 14.3 x 40%	=	5.7	
TOTAL OPEN SPACE PROVIDED	=	700.6 (81%)	
TOTAL INDIGENOUS OPEN SPACE PROVIDED	=	525.8 (61%)	

SITE BREAKDOWN

DESCRIPTION OF AREAS		AREA (IN ACRES)
Wetlands		397.8
Golf Course		85.9
Golf Course Rough		20.6
Upland Buffer Areas		38.4
Lakes		36.7
Pod 1:	Recreation Area	10.2
Pod 2:	Multi Family	12.8
Pod 3:	Multi Family	9.5
Pod 4:	Multi Family	4.7
Pod 5:	Multi Family	6.0
Pod 6:	Residential	26.3
Pod 7:	Residential	24.1
Pod 8:	Residential	24.8
Pod 9, 9A & 9B:	Residential	22.4
Pod 10:	Residential	44.0
Pod 11/12:	Multi Family	13.8
Pod 13:	Upland Preservation	26.5
Pod 14:	Practice Area	7.0
Pod 15:	Clubhouse	11.0
Pod 16:	Park Area	1.0
Pod 17/18:	Maintenance Area & Residential/Golf Course	14.3
Pod 19:	Upland Preservation	2.6
Pod 20/21:	Upland Preservation	12.8
Pod 22:	Upland Preservation	6.3
Pod 23:	Upland Island Preservation	3.1

TOTAL: 866 ACRES

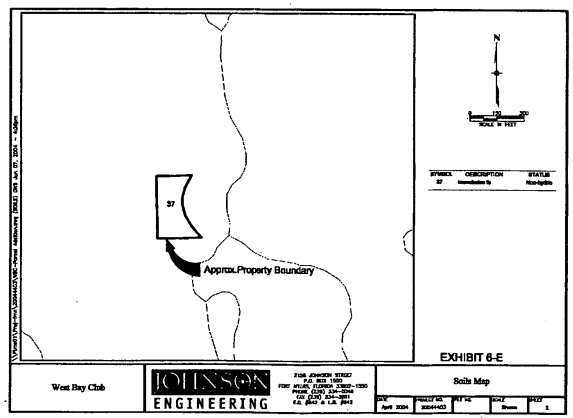


EXHIBIT B

RECEIVED
AUG 27 2004
PERMIT COUNTER

J:\20044403\DRAWINGS\MCP\MCP-DOCUMENTATION.dwg (Sheet1) MDA Aug 26, 2004 - 4:00pm

REVISIONS

WEST BAY CLUB RPD
LEE COUNTY, FLORIDA

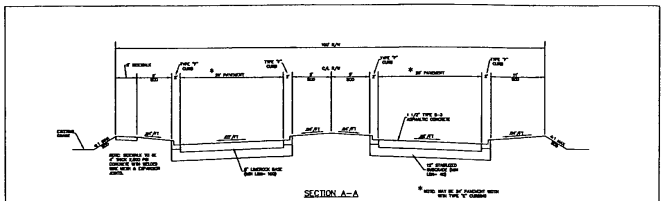
JOHNSON ENGINEERING

2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

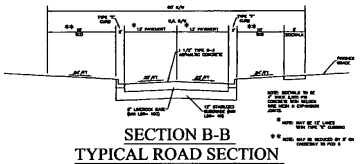
DOCUMENTATION

DCI2004-00046

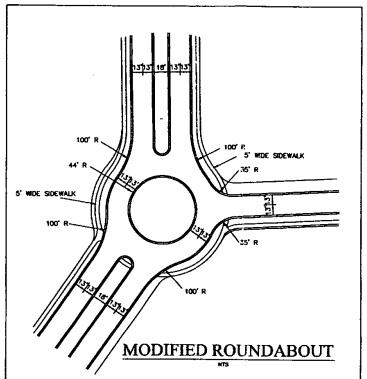
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
04/06/04	20044403	29-46-25	As Shown	3



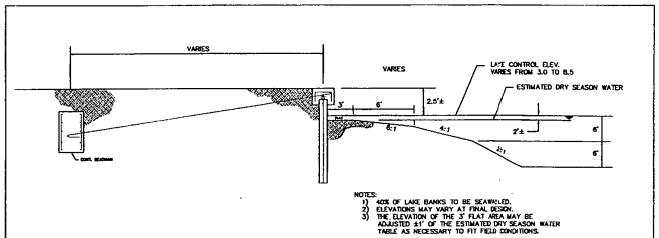
SECTION A–A
TYPICAL ROAD SECTION
4-LANE MAIN SPINE LOCAL ROAD
SCALE: HORIZONTAL 1" = 10'
VERTICAL 1" = 5'



SECTION B-B
TYPICAL ROAD SECTION
2-LANE MAIN SPINE LOCAL ROAD
SCALE: HORIZONTAL 1" = 10'
VERTICAL 1" = 5'



MODIFIED ROUNDABOUT
NTS



D-5
TYPICAL SEAWALL
NTS

EXHIBIT B

RECEIVED
AUG 27 2004
PERMIT COUNTER

J:\20044403\DRAWINGS\MCP\MCP--DOCUMENTATION-2.dwg (Sheet1) AJG Aug 27, 2004 - 8:11am

REVISIONS		

WEST BAY CLUB
LEE COUNTY, FLORIDA

JOHNSON ENGINEERING

2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

DOCUMENTATION
DCI2004-00046

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
04/06/04	20044403	29-46-25	As Shown	4

RECEIVED
10:00 AM
JAN - 4 2005
PERMIT COUNTER

INSTRUCTIONS

(Section C.1.c., Lee County Administrative Code AC 2-8)

A zoning sign must be posted on the parcel subject to any zoning application for a minimum of fifteen CALENDAR (15) days in advance of the Hearing Examiner's Public Hearing and maintained through the Board of County Commissioners Hearing, if any. This sign will be provided by the Zoning Division in the following manner:

a. Signs for case **#DCI2004-00046** must be posted by **January 4, 2005.**
b. The sign must be erected in full view of the public, not more than five (5) feet from the nearest street right-of-way or easement.
c. The sign must be securely affixed by nails, staples or other means to a wood frame or to a wood panel and then fastened securely to a post, or other structure. The sign may not be affixed to a tree or other foliage.
d. The applicant must make a good faith effort to maintain the sign in place, and readable condition until the requested action has been heard and a final decision rendered.
e. If the sign is destroyed, lost, or rendered unreadable, the applicant must report the condition to the Zoning Division, and obtain duplicate copies of the sign from the Zoning Division.

The Division may require the applicant to erect additional signs where large parcels are involved with street frontages extending over considerable distances. If required, such additional signs must be placed not more than three hundred (300) feet apart.

When a parcel abuts more than one (1) street, the applicant must post signs along each street. When a subject parcel does not front a public road, the applicant must post the sign at a point on a public road which leads to the property, and the sign must include a notation which generally indicates the distance and direction to the parcel boundaries and the dimensions of the parcel.

NOTE: AFTER THE SIGN HAS BEEN POSTED, THE AFFIDAVIT OF POSTING NOTICE, BELOW, SHOULD BE RETURNED NO LATER THAN THREE (3) WORKING DAYS BEFORE THE INITIAL HEARING DATE TO LEE COUNTY ZONING DIVISION, 1500 MONROE ST., FT. MYERS, FL 33901.

(Return the completed Affidavit below to the Zoning Division as indicated in previous paragraph.)

AFFIDAVIT OF POSTING NOTICE

STATE OF FLORIDA
COUNTY OF LEE

BEFORE THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED Stephanie Keyes WHO ON OATH SAYS THAT HE/SHE HAS POSTED PROPER NOTICE AS REQUIRED BY SECTION 34-236(b) OF THE LEE COUNTY LAND DEVELOPMENT CODE ON THE PARCEL COVERED IN THE ZONING APPLICATION REFERENCED BELOW:

Stephanie Keyes
SIGNATURE OF APPLICANT OR AGENT

Stephanie Keyes
NAME (TYPED OR PRINTED)

2158 Johnson St.
ST. OR PO BOX

Ft. Myers, FL 33912
CITY, STATE & ZIP

#DCI2004-00046/West Bay Club RPD/Jan. 19, 2005 /JSS

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was sworn to and subscribed before me this 4TH day of January, 2005, by STEPHANIE KEYS, personally known to me or who produced _____ as identification and who did/did not take an oath.

Diana A. Young
Signature of Notary Public

DIANA A. YOUNG
Printed Name of Notary Public

DIANA A. YOUNG
Notary Public - State of Florida
My Commission Expires Apr 29, 2005
Commission # DD021192

My Commission Expires:
(Stamp with serial number)

LEE COUNTY
SOUTHWEST FLORIDA

RECEIVED
JUN 22 2004
PERMIT COUNTER

APPLICATION FOR PUBLIC HEARING FOR UNINCORPORATED AREAS ONLY

Applicant's Name: West Bay Club Development Corporation

Project Name: West Bay Club RPD (fka Estero Point RPD)

STRAP Number(s): See Attached List

TYPE OF APPLICATION

_____ Special Exception **(attach Supplement A)**
_____ Variance **(attach Supplement B)**
_____ Conventional Zoning **(attach Supplement C)**
__X__ Planned Development (not PRFPD) **(attach Supplement D)**
_____ Amendment to built Planned Development **(Supplement D may be required)**
_____ Private Recreational Facilities Planned Development **(attach Supplement D)**
_____ DRI - with rezoning **(attach Supplement D and completed DRI Application)**
_____ DRI - without rezoning **(attach copy of ADA)**

IS THIS PROJECT LOCATED IN THE ESTERO OR CAPTIVA PLANNING COMMUNITY? ☒ Yes* ☐ No
*If yes, please provide the meeting summary document and label accordingly.

****

STAFF USE ONLY DCI 2004-00046

Case Number: DCI2004-00046
Current Zoning: RPD
Land Use Classification: Wetlands
Planning Community: ESTERO

Commission District: _____
Fee Amount: $5,000
Intake by: DXO

****

LEE COUNTY
COMMUNITY DEVELOPMENT
P.O. BOX 398 (1500 MONROE STREET)
FORT MYERS, FLORIDA 33902
PHONE (239) 479-8585

PART 1
APPLICANT\AGENT INFORMATION

A. **Name of applicant:** West Bay Club Development Corporation

Address: Street: 4600 West Bay Boulevard

City: Estero State: Florida Zip: 33928

Phone: Area Code: 239 Number: 498-7770 Ext:

Fax: Area Code: 239 Number: 498-7771

E-mail address:

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

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

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

NA **Notarized Affidavit of Authorization form** is attached as **Exhibit PH-1.B.2.** [34-202(b)(1)c.]

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

NA **Notarized Affidavit of Authorization form** is attached as **Exhibit PH-1.B.2.** [34-202(b)(1)c.]

NA Applicant is County initiated. BOCC authorization is attached as **Exhibit PH-1.B.3.**

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

DCI 2004-00046

C.1. Company Name: Johnson Engineering, Inc.

Address: Street: 2158 Johnson Street

City: Fort Myers State: FL Zip: 33901

Phone: Area Code: 239 Number: 334-0046 Ext:

Fax: Area Code: 239 Number: 334-3661

E-mail address: phn@johnsoneng.com

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

RECEIVED
JUN 22 2004
PERMIT COUNTER

PART 2
PROPERTY OWNERSHIP

A. **Property Ownership: Single owner** (individual or husband & wife only) [34-201(a)(1)a.1.]

A.1. **Name:** NA

Mailing Address: Street: _____

City: _____ State: _____ Zip: _____

Phone: Area Code: _____ Number: _____ Ext: _____

Fax: Area Code: _____ Number: _____

E-mail address: _____

B. **Property Ownership: Multiple owners** (Corporation, partnership, trust, association) [34-201(a)(1)].

B.1. ___X___ **Disclosure Form** is attached as **Exhibit PH-2.B.1.** [34-201(b)2]

C. **Multiple parcels**

C.1. ___X___ **Property owners list** is attached as **Exhibit PH-2.C.1.** [34-202(a)(5)]

C.2. ___X___ **Property owners map** is attached as **Exhibit PH-2.C.2.** [34-202(a)(5)]

D. **Date property was acquired by present owner(s):** 8/7/1997 & 11/24/1998

PART 3
PROPERTY INFORMATION

DCI 2004-00046

A. **STRAP Number(s):** See Attached List

RECEIVED
JUN 22 2004
PERMIT COUNTER

B. **Street Address of Property:** West Bay Blvd.

C. **Legal Description**

___X___ **Legal description** (on 8 1/2" by 11" paper) is attached as **Exhibit PH-3.C.1.** [34-202(a)(1)]

___X___ **Electronic version of the legal description** is attached as **Exhibit PH-3.C.2.**

D. **Boundary Survey or certified sketch of description:** (check appropriate response)

___X___ The property consists of one or more undivided platted lots in a subdivision recorded in the Official County Plat Books. A copy of the applicable plat book page is attached as **Exhibit PH-3.D.1.** [34-202(a)(2)]

___NA___ The request is for a conventional rezoning, special exception, or variance on a parcel less than ten acres in area. Attached is a (check one) _____ Certified sketch of description attached as **Exhibit PH-3.D.2.** or a _____ Boundary survey attached as **Exhibit PH-3.D.2.** [34-202(a)(2)]

___NA___ The request is for a Planned Development or consists of ten or more acres. A Boundary survey, tied to the state plane coordinate system, is attached as **Exhibit PH-3.D.3.** [34-202(a)(2)]

E. **Planning Community:** Estero

F. **General Location of Property:**

F.1. X **Area location map** is attached as **Exhibit PH-3.F.** [34-202(a)(4)].

F.2. **Directions to property:** US 41 south to Williams Road. Williams Road West approximately 5412 feet to West Bay Club.

G. **Surrounding property owners:**

G.1. X **List of surrounding property owners** is attached as **Exhibit PH.3.G.1.** [34-202(a)(6)]

G.2. X **Map of surrounding property owners** is attached as **Exhibit PH.3.G.2.** [34-202(a)(7)]

G.3. X **2 sets of mailing labels** are attached as **Exhibit PH.3.G.3.** [34-202(a)(6)]

H. **Current Zoning of Property:** RPD DCI 2004-00046

I. **Current use of property:**

X **Current Non-agricultural uses of the property are:** Existing platted mixed use residential, golf course community.

RECEIVED
JUN 22 2004
PERMIT COUNTER

NA **Current Agricultural uses on the property** are shown in **Exhibit PH-3.I.** [34-202(a)(6)]

J. **Land Use Classification:**

Outlying Suburban	485.40 Acres	56.1	% of total
Suburban	72.33 Acres	8.3	% of total
Wetlands	308.27 Acres	35.6	% of total
	866.00 Acres	100	% of total

K. **Flood Hazard** (write NA if not applicable [34-202(a)(8)].

X The property is within an Area of Special Flood Hazard as indicated in the Flood Insurance Rate Maps (FIRM)s. **A14-EL11**

X The minimum elevation required for the first habitable floor is 11 NGVD (MSL)

L. Deed Restrictions

L.1. NA There are no deed restrictions or other covenants on this property that affect this request.

L.2. X Deed restrictions\covenants that may affect this request are attached as **Exhibit PH-3.L.2.**

L.3. X A narrative explanation as to how the deed restrictions or covenants may affect this request is attached as **Exhibit PH-3.L.3.** [34-202(b)(2)]

M. Property Dimensions [34-202(a)(8)]

1.	Width (average if irregular parcel):	**5180±**	Feet		
2.	Depth (average if irregular parcel):	**7923±**	Feet		
3.	Total area:	**866±**	Acres or square feet		
4.	Frontage on road or street:	**165.28**	Feet on	**Williams Road**	Street
	2nd Frontage on road or street:		Feet on		Street

PART 4
ACTION REQUESTED

A. Action Requested: [check applicable action(s)]

NA **Special Exception** for _____ **Attached is Supplement A**

NA **Variance** for _____ **Attached is Supplement B**

NA **Conventional Rezoning from:** _____ to _____ **Attached is Sup. C.**

X **Planned Development rezoning from:** RPD and AG-2 to RPD

NA DCI – Major: **Attached is Supplement D** DCI 2004-00046

X DCI – Minor: **Attached is Supplement D**

NA Request is for PRFPD zoning in the Private Recreational Facilities Overlay Area. **Attached is Supplement D**

NA **Planned Development Amendment. Attached is the Supplement D**

NA **Public Hearing for DRI**

_____ No rezoning is required.

_____ Rezoning is required. **Attached is the Supplement D**

RECEIVED
JUN 22 2004
PERMIT COUNTER

B. Excavations:

X No blasting will be used in the excavation of lakes or other site elements.

NA A map indicating the general location of the proposed blasting locations is attached as **Exhibit PH-4.B.** [34-202(b)(6)]

C. Bonus Density (put NA if not applicable)

NA Bonus density will be used. Attached is **Exhibit PH-4.C** showing calculations. [34-202(b)(5)]

D. Hazardous materials (put NA if not applicable)

NA A Hazardous materials emergency plan is attached as **Exhibit PH-4.D** [34-202(b)(4)]

E. **Mobile Home Park** (put NA if not applicable)

NA Request includes rezoning of a Mobile Home Park. **Attached is Exhibit PH-4.E.** [34-202(d)]

F. **Aviation Hazard** (put NA if not applicable)

NA Property is subject to Airport Hazard District regulations. **Attached is Exhibit PH-4.F** [34-1000 et seq]

X A tall structures permit will be required.

NA Property is located within Noise zone: _____

G. **Estero Planning Community** (put NA if not applicable)

X A summary of public informational session. **Attached is Exhibit PH-4.G** [34-373(a)(10)]

H. **Captiva Planning Community** (put NA if not applicable)

NA A summary of public informational session. **Attached is Exhibit PH-4.H** [Lee Plan Policy 21.7]

I. **Waivers from Application Submission Requirements:** the following waivers have been approved by the Director of Zoning Services and are attached as **Exhibit PH-4.I** [Section 34-202(a)]

Section Number	**Name of item**

RECEIVED
JUN 2 2 2004
PERMIT COUNTER

EXHIBIT PH-1.C.2
ADDITIONAL AGENTS

Company Name: **Henderson, Franklin, Starnes & Holt, P.A.**

Contact Person: **Russell Schropp**

Address: Street: **1715 Monroe Street**

City: **Fort Myers** State: **FL** Zip: **33901**

Phone: Area Code: **239** Number: **334-4121** Ext:

Fax: Area Code: **239** Number: **334-4100**

E-mail address: **russell.schropp@henlaw.com**

Company Name:

Contact Person:

Address: Street:

City: State: Zip:

Phone: Area Code: Number: Ext:

Fax: Area Code: Number:

E-mail address:

Company Name:

Contact Person:

DCI 2004-00046

Address: Street:

City: State: Zip:

Phone: Area Code: Number: Ext:

Fax: Area Code: Number:

E-mail address:

Company Name:

Contact Person:

RECEIVED
JUN 22 2004
PERMIT COUNTER

Address: Street:

City: State: Zip:

Phone: Area Code: Number: Ext:

Fax: Area Code: Number:

E-mail address:

PART V AFFIDAVIT A2

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

I*, Christopher McKenna as Authorized Signatory of **West Bay Club Development Corporation**, swear or affirm under oath, that I am the owner or 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.

West Bay Club Development Corporation
Name of Entity (corporation, partnership, LLP, LC, etc)

Signature — Christopher McKenna (Type or printed name)

Authorized Signatory (title of signatory)

STATE OF New York
COUNTY OF New York

The foregoing instrument was sworn to (or affirmed) and subscribed before me this 17 day of June 2004 by Christopher McKenna (name of person providing oath or affirmation),

who is personally known to me or who has produced _____ (type of identification) as identification.

DCI 2004-00046

Signature of person taking oath or affirmation — Perla Price Name typed, printed or stamped

PERLA PRICE
NOTARY PUBLIC, State of New York
No. 01PR6086303
Qualified In New York County
Commission Expires January 21, 2007

Title or rank — Serial number, if any

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 the 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.*

RECEIVED
JUN 22 2004
PERMIT COUNTER

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

STRAP NO. **31-46-25-07-00C12.0000 continued on attached list** **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
West Bay Club Development Corporation	100% owned by the Corporatoin
Mr. Yon Cho	
Mr. Carmine Visone	
Mr. Christopher Mckenna	
Mr. David Broderick	
Mr. Albert Picallo	

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
	DCI 2004-00046

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

RECEIVED
JUN 22 2004
PERMIT COUNTER

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.

West Bay Club Development Corporation

DCI 2004-00046

Signature: _____
(Applicant)

Christopher McKenna
(Printed or typed name of applicant)

STATE OF New York
COUNTY OF New York

The foregoing instrument was acknowledged before me this 18 day of June, 20 04

by **Christopher Mckenna** who is personally known to me or who has produced _____ as identification.

PERLA PRICE
NOTARY PUBLIC, State of New York
No. 01PR6086303
Qualified in New York County
Commission Expires January 21, 2007

_____
Signature of Notary Public

(SEAL)

Perla Price
Printed Name of Notary Public

RECEIVED
JUN 22 2004
PERMIT COUNTER

LETTER OF AUTHORIZATION

TO: THE LEE COUNTY DIVISION OF DEVELOPMENT SERVICES

FROM: WEST BAY CLUB DEVELOPMENT CORPORATION

RE: WEST BAY CLUB RPD

Please be advised that we hereby authorize **Johnson Engineering, Inc. & Russell P. Schropp, Esquire, of Henderson, Franklin, Starnes & Holt, P.A.** to apply for and permit a Lee County Planned Development for the above referenced property.

West Bay Club Development Corporation

By: _____

Name: CHRISTOPHER McKENNA
Title: AUTHORIZED SIGNATORY

Address: _____

Tele: _____

STATE OF New York
COUNTY OF New York

The foregoing instrument was acknowledged before me this 17 day of June, 2004, by Christopher McKenna who is ~~personally known to me or~~ had produced _____ as identification and who did (did not) take an oath.

PERLA PRICE
NOTARY PUBLIC, State of New York
No. 01PR6086303
Qualified in New York County
Commission Expires January 21, 2007

(SEAL)

_____

Perla Price
(Typed, printed or stamped name of Notary)

DCI 2004-00046

RECEIVED
JUN 22 2004
PERMIT COUNTER

ZDS0103 Rev.00
8/24/95

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

STRAP NO. **31-46-25-07-00C12.0000 continued on attached list** **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
West Bay Club Development Corporation	100 % owned by the Public Corporation
Mr. Yon Cho	
Mr. Carmine Visone	
Mr. Christopher McKenna	
Mr. David Broderick	
Mr. Albert Picallo	

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

RECEIVED
AUG 27 2004
PERMIT COUNTER

DCI 2004-00046

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.

West Bay Club Development Corporation

Signature: _____
(Applicant)

Christopher McKenna, Vice President
(Printed or typed name of applicant)

STATE OF__ Florida
COUNTY OF__Lee

The foregoing instrument was acknowledged before me this 3rd day of August, 20 04

by Christopher McKenna who is personally known to me or who has produced _____ as identification.

Signature of Notary Public

(SEAL)

Colleen A. Rhoads
Commission #DD251089
Expires: Oct 26, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Colleen A Rhoads
Printed Name of Notary Public

RECEIVED
AUG 27 2004
PERMIT COUNTER

DCI 2004-00046

LETTER OF AUTHORIZATION

TO: THE LEE COUNTY DIVISION OF DEVELOPMENT SERVICES

FROM: WEST BAY CLUB DEVELOPMENT CORPORATION

RE: WEST BAY CLUB RPD

Please be advised that we hereby authorize **Johnson Engineering, Inc. & Henderson, Franklin, Starnes & Holt, P.A.** to apply for and permit a Lee County Planned Development for the above referenced property.

West Bay Club Development Corporation

By: _____

Name: **Christopher McKenna**

Title: **Vice President**

Address: _____

_____

Tele: _____

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 3rd day of August, 2004, by Christopher McKenna who is personally known to me or had produced _____ as identification and who did (did not) take an oath.

(SEAL)

Colleen A. Rhoads
Commission #DD251089
Expires: Oct 26, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Colleen A Rhoads

Colleen A Rhoads
(Typed, printed or stamped name of Notary)

RECEIVED
AUG 2 [illegible]

PERMIT COUNTER

ZDS0103 Rev.00
8/24/95

DCI2004-00046

PART V AFFIDAVIT A2

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

I*, Christopher McKenna as Vice Presidnet of **West Bay Club Development Corporation**, swear or affirm under oath, that I am the owner or 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.

West Bay Club Development Corporation
Name of Entity (corporation, partnership, LLP, LC, etc)

Signature — Christopher McKenna (Type or printed name)

Vice President (title of signatory)

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was sworn to (or affirmed) and subscribed before me this 3 day of August 2004 by Christopher McKenna (name of person providing oath or affirmation), who is personally known to me or who has produced _____ (type of identification) as identification.

Signature of person taking oath or affirmation — Colleen A Rhoads Name typed, printed or stamped

Colleen A. Rhoads
Commission #DD251089
Expires: Oct 26, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Title or rank — Serial number, if any

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 the 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.*

RECEIVED
AUG 27 2004

DCI2004-00046

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

STRAP NO. **31-46-25-07-00C12.0000 continued on attached list** **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
West Bay Club Development Corporation	100 % owned by the Public Corporation
Mr. Yon Cho	
Mr. Carmine Visone	
Mr. Christopher McKenna	
Mr. David Broderick	
Mr. Albert Picallo	

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.

West Bay Club Development Corporation

Signature: _____
(Applicant)

Christopher McKenna, Vice President
(Printed or typed name of applicant)

STATE OF__ Florida
COUNTY OF__Lee

The foregoing instrument was acknowledged before me this 3rd day of August, 20 04

by Christopher McKenna who is personally known to me or who has produced _____ as identification.

_____
Signature of Notary Public

(SEAL)

Colleen A. Rhoads
Commission #DD251089
Expires: Oct 26, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Colleen A Rhoads
Printed Name of Notary Public

LEE COUNTY
SOUTHWEST FLORIDA

SUPPLEMENT D

ADDITIONAL REQUIRED INFORMATION FOR A PLANNED DEVELOPMENT APPLICATION UNINCORPORATED LEE COUNTY

Case Number: _____

Project Name: West Bay Club RPD (fka Estero Point RPD)

Authorized agent: Johnson Engineering, Inc.

STRAP Number(s): See Attached List

Select one only

_____	DRI (rezoning required)	_____	DCI-Minor - Amend. to approved master concept plan [2]
_____	DCI-Major	_____	Amend. to built planned development meeting DCI threshold. [3]
_____	DCI-Minor		
X	DCI-Minor - Existing Dev. [1]	_____	PRFPD in Private Recreational Facilities Overlay Area [(34-341(a)(2)]

DCI 2004-00046

RECEIVED
JUN 22 2004
PERMIT COUNTER

Notes:

(1) Existing development. A development that has already been developed but does not conform to the regulations for a conventional district and is requesting a rezoning to a planned development classification. It will be reviewed in the same manner as a minor planned development except that a traffic impact statement will not be required. [34-341(b)(2)d.1.]

(2) Amendments to application. Application to amend an approved major or minor master concept plan and all relevant documentation, or for the extension of a vacated master concept plan originally approved prior to December [illegible]. It will be treated procedurally as minor planned developments. These applications will require only as much information as deemed necessary by the director, needed to describe the changes requested, to specify the incremental change in impacts expected from the amendment, and to detail the changes in development, environment and background (surrounding land use, traffic volumes, water, wastewater and other service availability, etc.), that have occurred since the original application. [34-341(b)(2)d.2.]

(3) Amendments to built planned developments (PD). An application for a variance or other approval relating to a development wherein the subject property is the only part of the original planned development for which the approval is sought. Application meets the threshold for a development of county impact and will be reviewed in accordance with the provisions for reviewing developments of county impact. Applicant must be the owner of the subject property and the consent of the owners of the remainder of the original planned development will be unnecessary. However, these owners must be given notice of the application and other proceedings as if they were owners of property abutting the subject property regardless of their actual proximity to the subject property.

For purposes of this subsection, the term "built" means that all of the roads, utilities, buffering, open space, surface water management features and structures, common space, common amenities, common landscaping, gatehouses, entrance signs, entrance ways and other similar items identified as part of the final approved master concept plan have been constructed and acknowledged by the county as complete. In the case of residential planned developments or mixed developments which include residential structures, the term "built" does not mean that all residential structures must have been constructed on individual platted lots.

PART 1
GENERAL INFORMATION

A. Comprehensive Plan Amendments (check one):

__X__ There are **NO** Lee Plan Amendments pending that could affect the future use of this property.

__NA__ The following Lee Plan Amendments **ARE** pending and could affect the future use of this property. (List uses and brief explanation of their effect on this application):

B. Archaeological/Historical (check one):

__X__ There are **NO** known or recorded historical or archaeological sites on the property and no part of the property is located within a level 1 or level 2 zone of archaeological sensitivity pursuant to chapter 22. [34-373(a)(4)f.]

__NA__ There are known or recorded historical or archaeological sites on the property or part of the property is located within a level 1 or level 2 zone of archaeological sensitivity pursuant to chapter 22. Attached as **Exhibit 1-B** is a map indicating the nature and location of known or recorded historical or archaeological or areas of the property located within level 1 or level 2 zones of archaeological sensitivity including the outline of historic buildings and approximate extent of archaeological sites. **[34-373(a)(4)f.]**

C. Public Transit (check one):

DCI 2004-00046

__X__ Property is **NOT** within the Lee Tran public transit service area.

__NA__ Property is within the Lee Tran public transit service area. **Exhibit 1-C** shows the property in relation to existing and proposed public transit routes,

RECEIVED
JUN 22 2004
PERMIT COUNTER

D. Density

__NA__ There are no residential dwelling units proposed for this development.

__X__ The property is located within one or more Future Land Use categories. Density has been calculated in **Part 3** of this application and is summarized below:

Intensive Development	**NA**	Proposed dwelling units
Central Urban	**NA**	Proposed dwelling units
Urban Community	**NA**	Proposed dwelling units
Suburban	**46**	Proposed dwelling units
Outlying Suburban	**1075**	Proposed dwelling units-
TOTAL	**1121**	Proposed dwelling units

PART 2
TYPES OF LAND AREA ON PROPERTY

A. Gross Acres (total area within described parcel) — **866±** **Acres**

1.	Submerged land subject to tidal influence:	**11.67**	Acres
2.	Other non-freshwater Wetlands:	**296.60**	Acres
3.	R-O-W providing access to non-residential uses:	**0**	Acres
4.	Non-residential use areas[1]	**0**	Acres

B. Total area not eligible as gross residential acreage. Items A.1. + A.2. + 1.3. + A.4. — **308.27** **Acres**

C. Gross residential acres. (A minus B) [2] — **557.73** **Acres**

D. Gross residential acres by Land Use Category

1.	a.	Intensive development – Upland	**NA**	Acres
	b.	Intensive development – freshwater wetland	**NA**	Acres
2.	a.	Central Urban – Upland	**NA**	Acres
	b.	Central Urban – freshwater wetland	**NA**	Acres
3.	a.	Urban Community or Suburban – Upland	**72.18**	Acres
	b.	Urban Community or Suburban – freshwater wetland	**.15**	Acres
4.	a.	Outlying Suburban – Upland	**477.95**	Acres
	b.	Outlying Suburban – freshwater wetland	**7.45**	Acres
5.	a.	Rural, Outer Island, Rural Community Preserve – Upland	**NA**	Acres
	b.	Rural, Outer Island, Rural Community Preserve – freshwater wetland	**NA**	Acres
6.	a.	Open Lands – Upland	**NA**	Acres
	b.	Open Lands – freshwater wetland	**NA**	Acres
7.	a.	DR/GR – Upland	**NA**	Acres
	b.	DR/GR – freshwater wetland	**NA**	Acres
8.	a.	Wetlands – freshwater	**NA**	Acres
	b.	Wetlands – not freshwater	**NA**	Acres
9.	a.	New Community – Upland	**NA**	Acres
	b.	New Community – freshwater wetland	**NA**	Acres
10.	a.	University Community – Upland	**NA**	Acres
	b.	University Community – freshwater wetland	**NA**	Acres
11.		**TOTAL** (should equal "C" above)	**557.73**	Acres

DCI 2004-00046

RECEIVED
JUN 22 2004
PERMIT COUNTER

NOTES:

(1) Lands for commercial, office, industrial uses, natural water bodies, and other non-residential uses must not be included.

(2) Lands to be used for residential uses including land within the development proposed to be used for streets and street rights of way, utility rights-of-way, public and private parks, recreation and open space, schools, community centers, and facilities such as police, fire and emergency services, sewage and water, drainage, and existing man-made waterbodies.

PART 3
RESIDENTIAL DEVELOPMENTS
PRELIMINARY DENSITY CALCULATIONS*

* Notes: 1. Complete only if living units are proposed in a Future Land Use Category.
2. If more than one classification, calculations for each classification must be submitted.
3. If wetlands are located on the property, density calculations are considered preliminary pending a wetlands jurisdictional determination.

A. Intensive Development Category

1.	**Preliminary Standard Units**		**Maximum standard density**	**Units**
	a.	Total upland Acres (from Part 2, D.1.a.)	times 14 equals	NA
	b.	Total freshwater wetland Acres (from Part 2, D.1.b.)	times 14 equals	NA
	c.	Preliminary Total Standard units (a. plus b.) (1)		NA
2.	**Maximum Permitted Units**		**Maximum permitted**	**Units**
	a.	Total upland Acres (from Part 2, D.1.a.)	times 18 equals	NA
3.	**Total allowed standards units (A.1.c. or A.2.a., whichever is less)**			NA
4.	**Bonus Units**(2)			
	a.	Low-moderate housing density:		NA
	b.	TDR units:		NA
	c.	Sub-total (A.4.a. plus A.4.b.)		NA
5.	**Total Permitted Units (A.3. plus A.4.c.):** (1)			NA

DCI 2004-00046

B. Central Urban Category

1.	**Preliminary Standard Units**		**Maximum standard density**	**Units**
	a.	Total upland Acres (from Part 2, D.2.a.)	times 10 equals	NA
	b.	Total freshwater wetland Acres (from Part 2, D.2.b.)	times 10 equals	NA
	c.	Preliminary Total Standard units (a. plus b.) (1)		NA
2.	**Maximum Permitted Units**		**Maximum permitted**	**Units**
	a.	Total upland Acres (from Part 2, D.2.a.)	times 12.5 equals	NA
3.	**Total allowed standards units (B.1.c. or B.2.a., whichever is less)**			NA
4.	**Bonus Units**(2)			
	a.	Low-moderate housing density:		NA
	b.	TDR units:		NA
	c.	Sub-total (B.4.a. plus B.4.b.)		NA
5.	**Total Permitted Units (B.3. plus B.4.c.):** (1)			NA

RECEIVED
JUN 22 2004
PERMIT COUNTER

Notes:
(1) Subject to revision if wetlands jurisdictional determination indicates a different acreage of wetlands.
(2) If low-moderate housing density credits or Transfer of Development Rights (TDRs) credits are included, attach the calculations and approvals hereto.

C. Urban Community Category

1.	**Preliminary Standard Units**	**Maximum standard density**		**Units**
	a. Total upland Acres (from Part 2, D.3.a.)	_____	times 6 equals	NA
	b. Total freshwater wetland Acres (from Part 2, D.3.b.)	_____	times 6 equals	NA
	c. Preliminary Total Standard units (a. plus b.) (1)			NA
2.	**Maximum Permitted Units**	**Maximum permitted**		**Units**
	a. Total upland Acres (from Part 2, D.3.a.)	_____	times 8 equals	NA
3.	**Total allowed standards units (C.1.c. or C.2.a., whichever is less)**			NA
4.	**Bonus Units** (2)			
	a. Low-moderate housing density:			NA
	b. TDR units:			NA
	c. Sub-total (C.4.a. plus C.4.b.)			NA
5.	**Total Permitted Units (C.3. plus C.4.c.):** (1)			NA

DCI 2004-00046

Notes:
(1) Subject to revision if wetlands jurisdictional determination indicates a different acreage of wetlands.
(2) If Low-moderate housing density credits or Transfer of Development Rights (TDRs) credits are included, attach the calculations and approvals hereto.

D. Suburban Category ***PREVIOUSLY APPROVED BY RESOLUTION # Z-96-005***

1.	**Preliminary Standard Units**	**Maximum standard density**		**Units**
	a. Total upland Acres (from Part 2, D.3.a.)	_____	times 6 equals	_____
	b. Total freshwater wetland Acres (from Part 2, D.3.b.)	_____	times 6 equals	_____
	c. Preliminary Total Standard units (a. plus b.) (1)			_____
2.	**Maximum Permitted Units**	**Maximum permitted**		**Units**
	a. Total upland Acres (from Part 2, D.3.a.)	_____	times 8 equals	_____
3.	**Total allowed standards units (D.1.c. or D.2.a., whichever is less)**			_____

E. Outlying Suburban Category ***PREVIOUSLY APPROVED BY RESOLUTION # Z-96-005***

1.	**Preliminary Standard Units**	**Maximum standard density**		**Units**
	a. Total upland Acres (from Part 2, D.4.a.)	_____	times 3 equals	_____
	b. Total freshwater wetland Acres (from Part 2, D.4.b.)	_____	times 3 equals	_____
	c. Preliminary Total Standard units (a. plus b.) (1)			_____
2.	**Maximum Permitted Units**	**Maximum permitted**		**Units**
	a. Total upland Acres (from Part 2, D.4.a.)	_____	times 8 equals	_____
3.	**Total allowed standards units (E.1.c. or E.2.a., whichever is less)**			_____

RECEIVED
JUN 22 2004
PERMIT COUNTER

Notes:
(1) Outlying suburban land located north of the Caloosahatchee River and east of Interstate 75, north of Pondella Road and south of Pine Island Road (SR 78), and in the Buckingham area (see Goal 19 of the Lee Plan), the maximum upland density is two (2) units per acre plus one (1) for a total of three (3) units per acre.

PART 4
ENVIRONMENTAL ISSUES

A. **Topography:** Describe the range of surface elevations of the property:

Ranges from elevation 3 to 18

B. **Sensitive Lands:** Identify any environmentally sensitive lands, including, but not limited to, wetlands (as defined in the Lee Plan), flowways, creek beds, sand dunes, other unique land forms [see Lee Plan Policy 77.1.1 (2)] or listed species occupied habitat (see Sec. 10-4730 of the Land Development Code.

FOR THE ADDED 1.6± ACRE:

Approximately the eastern 2/3 of parcel is under a conservation easement to the SFWMD. This conservation easement is in place due to Halfway Creek, adjacent wetlands, and upland buffer in this area. The conservation easement is to remain in place and will not be impacted by development. The remaining area on site is upland, characterized by slash pine and live oak with a palmetto understory. Signs of gopher tortoise, including active burrows and scat, were observed in the upland area during preliminary field review.

THE REMAINDER OF THE RPD PREVIOUSLY WAS APPROVED BY RESOLUTION # Z-96-005

DCI 2004-00046

RECEIVED

JUN 2 2 2004

PERMIT COUNTER

Continued

C. **Preservation/Conservation of Natural Features**: Describe how the lands listed in B. above will be protected by the completed project:

FOR THE ADDED 1.6± ACRE:

The conservation easement over the creek, adjacent wetlands, and upland buffer will remain in place.

All gopher tortoises will be relocated out of harm's way prior to development in the uplands.

THE REMAINDER OF THE RPD PREVIOUSLY WAS APPROVED BY RESOLUTION # Z-96-005

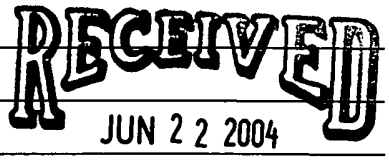
D. **Shoreline Stabilization:** If the project is located adjacent to navigable natural waters, describe the method of shoreline stabilization, if any, being proposed:

FOR THE ADDED 1.6± ACRE:

This will not be an issue with the proposed development, as all areas within the SFWMD conservation easement will not be impacted by the development. The limits of the conservation easement will be silt fenced prior to development.

THE REMAINDER OF THE RPD PREVIOUSLY WAS APPROVED BY RESOLUTION # Z-96-005

DCI 2004-00046



PERMIT COUNTER

SANITARY SEWER FACILITIES (34-415)

A. **Special Effluent**: If special effluent is anticipated, please specify what it is and what strategies will be used to deal with its' special characteristics:

NA

B. **Private On-site Facilities:** If a private on-site wastewater treatment and disposal facility is proposed, please provide a detailed description of the system including:

1. Method and degree of treatment:

NA

2. Quality of the effluent:

NA

3. Expected life of the facility:

NA

4. Who will operate and maintain the internal collection and treatment facilities:

NA

DCI 2004-00046

5. Receiving bodies or other means of effluent disposal:

NA

RECEIVED
JUN 22 2004
PERMIT COUNTER

Continued

C. **Spray Irrigation:** If spray irrigation will be used, specify:

1. The location and approximate area of the spray fields:

NA

2. Current water table conditions:

NA

3. Proposed rate of application:

NA

4. Back-up system capacity:

NA

DCI 2004-00046

RECEIVED
JUN 22 2004

PERMIT COUNTER

PART 6 - SUBMITTAL REQUIREMENTS

COPIES*		EXHIBITS	ITEM
Sub.	Req.		
12	12		Public Hearing Application form [34-373(a)(1)]
1	1		Application Fee [34-373(a)(2)]
			DESCRIPTION OF EXISTING CONDITIONS
NA	3	1-B	**Historical or Archaeological sites:** The nature and location of any known or recorded historical or archaeological sites as listed on the Florida Master Site File or the Lee County Historical Site Survey, and the location of any part of the property that is located within level 1 or level 2 zones of archaeological sensitivity pursuant to chapter 22. The plan must show the outline of historic buildings and approximate extent of archaeological sites. A description of proposed improvements that may impact archaeological or historical resources must also be provided. [34-373(a)(4)h.]
NA	12	1-C	**Public Transit.** A map or other depiction of the property in relation to existing and proposed public transit routes, as well as to bus stops, if located within the Lee Tran public transit service area. [34-373(a)(4)g.]
NA	3	6-A	**A Boundary Survey,** prepared by a professional surveyor, that meets the minimum technical standards as set out in chapter 61G17-6, F.A.C., and which survey has been signed and sealed within one year of the application date, and which shows existing conditions on the property to full survey accuracy. [34-373(a)(4)a.]
12	12	6-B	**Area Location Map** on 8.5" by 11" paper. A map marked to show the location of the property to be developed in relation to arterial and collector streets as well as the location of existing easements and rights-of-way on or abutting the property. [34-373(a)(4)b.]
12	12	6-C	**Existing zoning and current land uses** A map or other depiction of the existing zoning and current land uses (i.e. single family residence, multiple-family building, retail commercial, office building, etc.) surrounding the tract or parcel to a distance of 500 feet. [34-373(a)(4)c.]
12	12	6-D	**Aerial photograph** with the site clearly delineated. [34-373(a)(4)d.] **Originals only - photocopies not acceptable.**
W	4	6-E	**Soils, vegetation, rare & unique uplands, topography.** Maps drawn at the same scale as the master concept plan marked or overprinted to show the information required by section 34-373(a)(4)e.] [34-373(a)(4)e.]
W	4	6-F	**FLUCCS Map.** A Florida Land Use, Cover and Classification System (FLUCCS) map at the same scale as the Master Concept Plan, prepared by an environmental consultant. The FLUCCS map must clearly delineate any federal and state jurisdictional wetlands and other surface waters, including the total acreage of federal and state wetlands. [34-373(a)(4)f.]
			NARRATIVE COMPLIANCE STATEMENTS
12	12	6-G	**Lee Plan Compliance.** A narrative explanation as to how the proposed development complies with the Lee Plan. [34-373(a)(5)]
12	3	6-H	**Design Standards Compliance.** A narrative explanation as to how the proposed development complies with the Design Standards set forth in Section 34-411. [34-373(a)(5)]
12	3	6-I	**Decision-making compliance.** A narrative explanation as to how the proposed development complies with the guidelines for decision making embodied in sections 34-145(c)(2)a and e. and 34-145(d)(3). [34-373(a)(5)]

DCI2004-00046

RECEIVED
JUN 22 2004
PERMIT COUNTER

COPIES*		EXHIBITS	ITEM
			MASTER CONCEPT PLAN
12	12	**6-J**	**Master Concept Plan, Non-PRFPD** . A graphic illustration (master concept plan) of the proposed development, showing and identifying the information required by Section 34-373(a)(6). Copies of the master concept plan must be provided in two sizes, 24 inches by 36 inches, and 11 inches by 17 inches in size and must clearly legible and drawn at a scale sufficient to adequately show and identify the required information. **[34-373(a)(6)]**
NA	12	**6-K**	**Master Concept Plan, PRFPD :** A clearly legible drawing, no less than 24 inches by 36 inches in size and drawn at a scale sufficient to adequately show and identify the information required by Section 34-941(g). **[34-941(g)]**
W	4	**6-L**	**Traffic Impact Statement.** A traffic impact statement in a format and to the degree of detail required by the county and in conformance with the adopted county administrative code. **[34-373(a)(7)]** TIS is not required for an existing development. **[34-341(b)(2)d.1.]**
12	12	**6-M**	**Schedule of Uses.** A schedule of uses keyed to the Master Concept Plan as well as a summary for the entire property including the information required by section 34-373(a)(8)]. **[34-373(a)(8)]**
12	12	**6-N**	**Schedule of deviations and a written justification.** A schedule of deviations and a written justification for each deviation requested as part of the master concept plan. The location of each requested deviation must be located on the master concept plan. **[34-373(a)(9)]**
			ADDITIONAL REQUIREMENTS FOR MAJOR PDs
	4	**6-O**	**Surface water management plan** A written description of the surface water management plan as required by Section 34-373(b)(1). **[34-373(b)(1)]**
	12	**6-P**	**Phasing program.** If the development is to be constructed in phases or if the traffic impact statement utilized phasing, then a description of the phasing program must be submitted. **[34-373(b)(3)]**
			ADDITIONAL REQUIREMENTS FOR LARGE PROJECTS
W	4	**6-Q**	**Protected species survey.** Required for large developments (defined in Chapter 10-1), a protected species survey as required by section 10-473. **[34-373(b)(2)]**
			AMENDMENTS TO BUILT PLANNED DEVELOPMENTS
4	4	**6-R**	**Proof of notice to other property owners.** Although the consent of the owners of the remainder of the original planned development is not required, the owners must be given notice of the application and other proceedings as if they were owners of property abutting the subject property regardless of their actual proximity to the subject property. **[34-373(c)]**
			REQUIREMENTS FOR DRIs
NA	12	**6-S**	**Binding letter of interpretation from DCA or a complete and sufficient ADA.** **[34-373(d)(2)]**
			ADDITIONAL EXHIBITS – PRFPDs
NA	4	**6-T**	Conceptual surface water management **[34-941(d)(3)b.i.1)]**
NA	12	**6-U**	If within an area identified as an anticipated drawdown area, demonstration of compliance with section 34-941(d)(3)d. **[34-941(d)(3)]**
NA	12	**6-V**	Preliminary indigenous restoration plan (if applicable). **[34-941(e)(3)]**
NA	12	**6-W**	Environmental Assessment **[34-941(g)(2)]**
NA	12	**6-X**	Demonstration of compatibility **[34-941(g)(4)]**

DCI 2004-00046

RECEIVED
JUN 22 2004
PERMIT COUNTER

*** includes 1 original**

PART 6
SUBMITTAL REQUIREMENTS

THE NUMBER OF COPIES REQUIRED FOR EACH EXHIBIT IS BASED ON THE ACTION REQUESTED AS INDICATED BELOW. TO BE SUBMITTED FOR EACH OF THE FOLLOWING EXHIBITS IS AS FOLLOWS:

			Exhibits	SUBMITTAL ITEMS
Var.	Conv. Rez. or Spe. Exc.	PDs & DRIs		
1	1	12		Completed application for Public Hearing [34-201(b)]
1	1	1		Filing Fee – [34-202(a)(9)]
				SUPPLEMENTAL FORMS (select applicable form)
0	1	0	SUP A	Special Exception supplement
1	0	0	SUP B	Variance supplement
0	1	0	SUP C	Conventional rezoning
0	0	12	SUP D	Planned Development Rezoning or DRI with PD Rezoning requested
0	0	12	SUP D	PRFPD in in Overlay Area Rezoning supplement
0	0	12	ADA	DRI no rezoning requested
				EXHIBITS
1	1	3	PH-1.B.2	Notarized Affidavit of Authorization Form [34-202(b)(1)c]
1	1	1 N/A	PH-1.B.3	BOCC authorization (if applicable)
1	1	12	PH-1.C.2	Additional agents
1	1	3	PH-2.B.1.	Disclosure Form [34-201(b)(2)a] DCI 2004-00046
1	1	2	PH-2.C.1	Subject property owners list (if applicable) [34-202(a)(5)]
1	1	2	PH-2.C.2	Subject Property Owners map (if applicable) [34-202(a)(5)]
2	2	2	PH-3.C.1	Legal Description [34-202(a)(1)]
1	1	1	PH-3.C.2	Electronic version of legal description (if available)
1	1	3	PH-3.D.1	Copy of Plat Book Page (if applicable) [34-202(a)(1)]
1	1	3	PH-3.D.2	Certified sketch of description (less than ten acres) [34-202(a)(2)]
1	1	3	PH-3.D.3	Boundary survey (all PDs and anything ten acres or more) [34-373(a)(4)a.]
1	1	0	PH-3.F	Area Location Map on 8 by 11 paper pursuant to sec. 34-202(a)(4) (not Planned Developments)
0	0	0		Area Location Map for Planned Developments - see Supplement D
1	1	2	PH-3.G.1	List of Surrounding Property Owners [34-202(a)(6)]
1	1	2	PH-3.G.2	Map of Surrounding Property Owners [34-202(a)(7)]
2	2	2	PH-3.G.3	Mailing labels [34-202(a)(6)]
0	1	12 N/A	PH-3.I	Agricultural uses at time of zoning application. [34-202(b)(7)]
1	1	3	PH-3.L.2	Deed Restrictions\Covenants [34-202(b)(2)]

RECEIVED
JUN 22 2004
PERMIT COUNTER

			Exhibits	SUBMITTAL ITEMS
1	1	3	PH-3.L.3	Narrative addressing effect of Deed Restrictions [34-202(b)(2)]
1	1	12	PH-4.B	Location of proposed blasting (if applicable). [34-202(b)(6)]
0	0	4	PH-4.C	Bonus Density units (if applicable) [34-202(b)(5)]
1	1	4	PH-4.D	Hazardous materials emergency plan (if applicable) [34-202(b)(4)]
0	1	4	PH-4.E	Mobile Home Park Information (if applicable) [34-203(d)]
1	1	4	PH-4.F	Aviation Hazard (if applicable) [34-1001 et seq.]
1	1	4	PH-4.G	Developments located within Estero Planning District [34-373-(a)(10]
1	1	4	PH-4.H	Developments located within Captiva Planning District [Lee Plan Policy 21.7)
1	1	12	PH-4.I	Approved Waivers [34-202(a)]
				ADDITIONAL REQUIREMENTS FOR DRIs NOT INVOLVING A REZONING
0	0	12		Notice of proposed change Substantial Deviations Form RPM-BSP-Proposed Change - 1 pursuant to Section 380.06(19) F.S.
0	0	12		DRI, AMDA, FQD Form RPM-BSP-ADA - 1. Application for Development Approval pursuant to Section 380.06 F.S.
0	0	12		Abandonment Form RPM-BSP-Abandonment-DRI-1. Application for abandonment of a DRI.

DCI 2004-00046

RECEIVED
JUN 22 2004
PERMIT COUNTER

LEE COUNTY

REQUEST FOR PUBLIC HEARING SUBMITTAL REQUIREMENT WAIVER

Upon written request, the director may modify the submittal requirements for Public Hearings where it can be clearly demonstrated that the submission will have no bearing on the review and processing of the application. The request and the director's written response must accompany the application submitted and will become a part of the permanent file.

APPLICATION FOR WAIVER OF SUBMITTAL ITEMS REQUIRED FOR PUBLIC HEARING

_____ Public Hearing – General Requirements (34-202)
_X_ Public Hearing – Additional requirements for:
_____ Development of Regional Impact (34-203(a))
_X_ Planned Developments (34-203(b))
_____ Rezonings other than Planned Developments (34-203(c))
_____ Mobile Home Park (34-203(d))
_____ Special Exception (34-203(e))
_____ Variances (34-203(f))

PLEASE PRINT OR TYPE:

STRAP Number: 05-47-25-00003.055B See Attached List

Name of Project: West Bay Club RPD

Name of Applicant*: West Bay Club Development Corporation

Street Address: 4600 West Bay Boulevard

City: Estero State: FL Zip: 33928

Phone #: (239) 498-7770 Fax #: (239) 498-7771 E-mail: _____

*** If applicant is not the owner, a letter of authorization from the owner must be submitted.**

SPECIFIC SECTION(S) AND REQUIREMENT(S) FOR WHICH A WAIVER IS SOUGHT:

Section Number	Requirement
34-373(a)(4)f.	FLUCCS Map
34-373(b)(2)	Protected Species Survey
[34-373(a)(7)] & [34-341(b)(2)d.1.]	Traffic Impact Statement

Over

LEE COUNTY
COMMUNITY DEVELOPMENT
P.O. BOX 398 (1500 MONROE STREET)
FORT MYERS, FLORIDA 33902

RECEIVED
AUG 27 2004
PERMIT COUNTER

DCI2004-00046

PHONE (239) 479-8585

SCOPE OF PROJECT AND REASON(S) FOR REQUEST

Please provide an explanation of the scope of the project and the reason(s) why you think the request for submittal waiver should be approved. Use additional sheets if necessary.

(Please print or type)

West Bay Club is already an approved development and no density change is proposed as well as only minor changes to two specific areas in the development. Staff previously stated verbally that these items were not required to be submitted for the whole development as it is a previously approved development and these items did not need to be waived.

Under penalties of perjury, I declare that I have read the foregoing application and that the facts stated in it are true.

Stephanie Keyes

Signature of Applicant

Directors Decision: _____ **Request Approved** _____ **Request Denied**

Comments:

Signature: _____ **Date:** _____

RECEIVED
AUG 27 2004
PERMIT COUNTER

DCI 2004-00046

LEE COUNTY

REQUEST FOR PUBLIC HEARING SUBMITTAL REQUIREMENT WAIVER

Upon written request, the director may modify the submittal requirements for Public Hearings where it can be clearly demonstrated that the submission will have no bearing on the review and processing of the application. The request and the director's written response must accompany the application submitted and will become a part of the permanent file.

APPLICATION FOR WAIVER OF SUBMITTAL ITEMS REQUIRED FOR PUBLIC HEARING

_____ Public Hearing – General Requirements **(34-202)**
X Public Hearing – Additional requirements for:
_____ Development of Regional Impact **(34-203(a))**
X Planned Developments **(34-203(b))**
_____ Rezonings other than Planned Developments **(34-203(c))**
_____ Mobile Home Park **(34-203(d))**
_____ Special Exception **(34-203(e))**
_____ Variances **(34-203(f))**

RECEIVED
JUL 27 2004
PERMIT COUNTER
PRE2004-00270

PLEASE PRINT OR TYPE:

STRAP Number: **05-47-25-01-0000B.0550 See Attached List**

Name of Project: **West Bay Club RPD**

Name of Applicant*: **West Bay Club Development Corporation**

Street Address: **4600 West Bay Boulevard**

City: **Estero** State: **FL** Zip: **33928**

Phone #: **(239) 498-7770** Fax #: **(239) 498-7771** E-mail:

*** If applicant is not the owner, a letter of authorization from the owner must be submitted.**

SPECIFIC SECTION(S) AND REQUIREMENT(S) FOR WHICH A WAIVER IS SOUGHT:

Section Number	Requirement
34-373(a)(4)f.	FLUCCS Map
34-373(b)(2)	Protected Species Survey
[34-373(a)(7)] & [34-341(b)(2)d.1.]	Traffic Impact Statement DCI2004-00046

Over

LEE COUNTY
COMMUNITY DEVELOPMENT
P.O. BOX 398 (1500 MONROE STREET)
FORT MYERS, FLORIDA 33902

RECEIVED
SEP 29 2004
PERMIT COUNTER

LEE COUNTY
COMMUNITY DEVELOPMENT
P.O. BOX 398 (1500 MONROE STREET)
FORT MYERS, FLORIDA 33902
PHONE (941) 479-8585

SCOPE OF PROJECT AND REASON(s) FOR REQUEST

Please provide an explanation of the scope of the project and the reason(s) why you think the request for submittal waiver should be approved. Use additional sheets if necessary.

(Please print or type)

see attached

Under penalties of perjury, I declare that I have read the foregoing application and that the facts stated in it are true.

Signature of Applicant:

Directors Decision: _____ **Request Approved** _____ **Request Denied**

Comments:

34-373(a)(7) & 34-341(b)(2)d.1. APPROVED	**TIS WAIVER**
34-373(A)(4)F.; 34-373(B)(2) DENIED	**FLUCCS, PROTECTED SPECIES SURVEY**
	Deny waiver for the acreage being added to the planned development. This information does not need to be provided for the previously approved portion of the site.

Signature: Pam Houck **Date:** 9.8.04

DCI2004-00046

RECEIVED
SEP 29 2004
PERMIT COUNTER

PHONE (239) 479-8585

SCOPE OF PROJECT AND REASON(S) FOR REQUEST

Please provide an explanation of the scope of the project and the reason(s) why you think the request for submittal waiver should be approved. Use additional sheets if necessary.

(Please print or type)

West Bay Club is already an approved development and no density change is proposed as well as only minor changes to two specific areas in the development. Staff previously stated verbally that these items were not required to be submitted for the whole development as it is a previously approved development and these items did not need to be waived.

Under penalties of perjury, I declare that I have read the foregoing application and that the facts stated in it are true.

Stephanie Keyes

Signature of Applicant:

Directors Decision: _____ **Request Approved** _____ **Request Denied**

Comments:

DCI2004-00046

Signature: _____ **Date:** _____

RECEIVED
SEP 29 2004
PERMIT COUNTER

RECEIVED
JUL 27 2004
PERMIT COUNTER

PRE2004-00270



DCI 2004 0004

WEST BAY CLUB

Estero, Florida

WEST LAKE COURT

WEST BAY CLUB

NORTH

0' 20' 40' 80' 120'

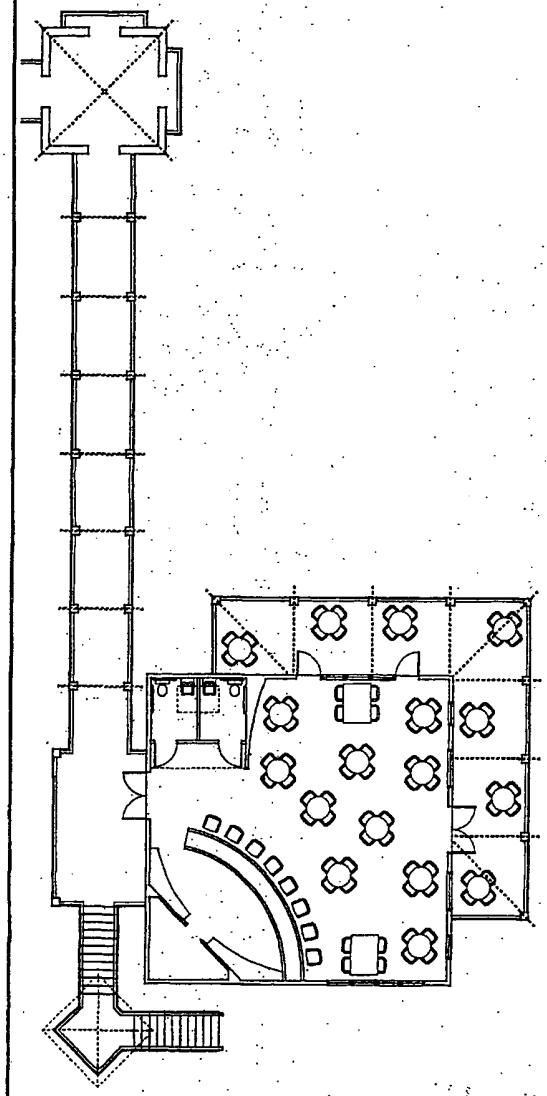
EDSA

1512 E. Broward Blvd., Suite 110
Fort Lauderdale, FL 33301
www.edsaplan.com

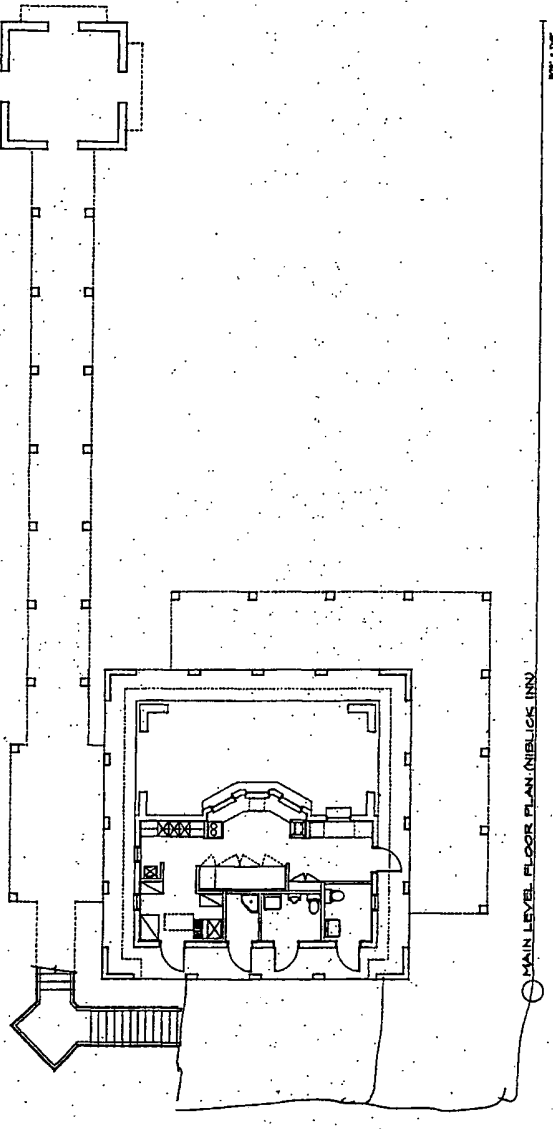
planners landscape architects
graphic designers

WEST BAY GOLF CLUB
LEE COUNTY, FLORIDA

ADD 2003-00182
RECEIVED
FEB 05 2004
ZONING COUNTER



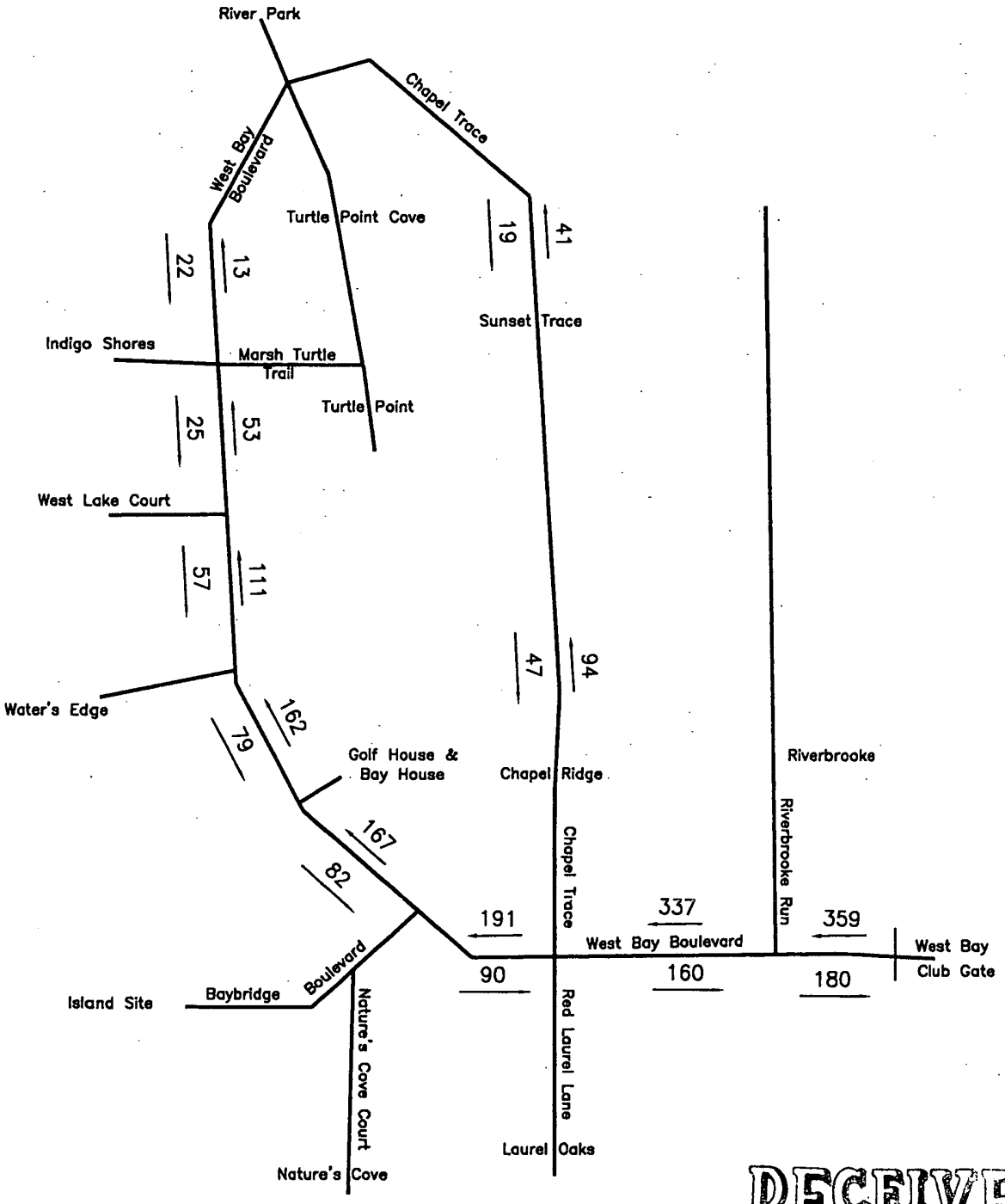
UPPER LEVEL FLOOR PLAN (NIBLICK INN)



MAIN LEVEL FLOOR PLAN (NIBLICK INN)

RECEIVED
JUN 22 2004
PERMIT COUNTER

DCI 2004-00046



LEGEND

XX Inbound

(XX) Outbound

RECEIVED
AUG 27 2004
PERMIT COUNTER

dpa	WEST BAY CLUB TRAFFIC CIRCULATION STUDY	PM PEAK HOUR TOTAL TRAFFIC VOLUMES AT BUILDOUT	04606/02A/0804
		DCI 2004-00046	4

RECEIVED
AUG 27 2004
PERMIT COUNTER
DCI2004-00046

EXIHIBIT 5
WEST BAY CLUB INTERNAL TRAFFIC CIRCULATION
FUTURE TRAFFIC CONDITIONS AT BUILDOUT

PM PEAK HOUR

ROADWAY	FROM	TO	External Trips N/W	External Trips S/E	External Trips Total	Internal Trips N/W	Internal Trips S/E	Internal Trips Total	Total Trips N/W	Total Trips S/E	Total Trips Total	LOS (1,2) N/W	LOS (1,2) S/E
WEST BAY BLVD	West Bay Club Gate	Riverbrooke Run	359	180	539	0	0	0	359	180	539	C	C
	Riverbrooke Run	Chapel Trace	333	157	490	4	3	7	337	160	497	C	C
	Chapel Trace	Bay Bridge Blvd	179	74	253	12	16	28	191	90	281	C	C
	Bay Bridge Blvd	Golf House/Bay House	151	65	216	16	17	33	167	82	249	C	C
	Golf House/Bay House	Water's Edge Entrance	152	67	219	10	12	22	162	79	241	C	C
	Water's Edge Entrance	West Lake Entrance	98	43	141	13	14	27	111	57	168	C	C
	West Lake Entrance	Marsh Turtle Trail	40	12	52	13	13	26	53	25	78	C	C
	Marsh Turtle Trail	River Park Entrance	3	14	17	10	8	18	13	22	35	C	C
CHAPEL TRACE	River Park Entrance	South of Sunset Trace	41	19	49	7	4	11	41	19	60	C	C
	South of Sunset Trace	West Bay Blvd	90	42	132	4	5	9	94	47	141	C	C

Footnote:
(1) Level of service for a two-lane undivided collector roadway per Lee County Generalized Peak Hour Directional Service Volumes(d:los02\input1).
(2) The directional service volume for LOS "C" on a two-lane undivided collector roadway is equal to 530 trips.

APPENDIX A

LEE COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT STAFF COMMENTS
WEST BAY CLUB RPD
DCI2004-00046 – PDS APPLICATION (MINOR PD)

RECEIVED
AUG 27 2004
PERMIT COUNTER

DCI2004-00046

LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Bob Janes
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yeager
County Attorney

Diana M. Parker
County Hearing Examiner

Writer's Direct Dial Number: 239-479-8363

July 14, 2004

JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FL 33901

Re: WEST BAY CLUB RPD
DCI2004-00046 - PDS Application (Minor PD)

Dear JOHNSON ENGINEERING, INC. :

The Zoning Division has reviewed the information provided for the above zoning application. The Land Development Code requires additional information for the application to be sufficient. Please respond to each requirement not satisfied on the attached sufficiency checklists. For your assistance, we have enclosed any additional memoranda from the various Lee County reviewing agencies.

If you do not provide the requested supplements or corrections within 60 calendar days of this letter, the Code requires that this application be considered withdrawn. Please feel free to contact me or the staff reviewers if you have any questions.

Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT
Zoning Division

Bryan Kelner
Principal Planner

RECEIVED
AUG 27 2004
PERMIT COUNTER

DCI2004-00046

cc: Pamela Houck, Division Director
Paul O'Connor, Planning
Joan Henry, Assistant County Attorney
Kim Trebatoski, Environmental Sciences
Roland Ottolini, Natural Resources
Andy Getch, LCDOT
Billie Jacoby, DCD Admin
Kim P. Hoskins, Development Review
DCI Zoning File
DCI Working File

RECEIVED
AUG 27 2004
PERMIT COUNTER

DCI 2004-00046

Legal Requirements Sufficiency Checklist

6) All applications requiring a public hearing must include the following: [34-202(a)]

See below.

6c3) If the property encompasses 10 or more acres the survey must be tied to the state plane coordinate system for the Florida West Zone (North America Datum of 1983/1990 Adjustment). [34-202(a)(2)]

Please, tie and display at least (2) coordinates on two opposing corners on the Sketch that accompanies the legal description. "The county prefers that at least one of the coordinates be for the point of beginning". Thanks.

7) Miscellaneous Items.

1. The Disclosure of Interest Form must list the officers and stockholders of the Corporation and indicate their individual percentages of ownership.

2. Before the application can be found Sufficient, the following is needed. The applicant must schedule a public informational meeting with the Estero Planning Community Panel as required by Section [34-373(a)(10)]. Then, provide Staff with a summary memorandum of the meeting containing the following information: the date, time and location of the meeting; a list of attendees; a summary of the concerns of issues that were raised at the meeting; and a proposal for how the applicant will respond to any issues that were raised.

8) Contact. The Planner may be contacted regarding any questions on this Checklist.

Please contact Luis G. Machado, Planning Technician / Zoning at (239) 479-8485 or e-mail: lmachado@leegov.com

Environmental Sciences Planned Development Sufficiency Checklist

2) Protected Species Survey. A Protected Species Survey as required by LDC Section 10-473 must be provided for large projects (as defined in LDC Chapter 10) and Major Planned Developments . [34-373(b)(2)]

Please submit for the land being added.

3) Protected Species Management Plan. Protected species preserve areas must be indicated on the Master Concept Plan; a final management plan as required by LDC Section 10-474 is not required until time of local development order. [10-474]

Pending species survey.

RECEIVED
AUG 27 2004
PERMIT COUNTER
DCI2004-00046

13) Contact. The Environmental Planner may be contacted regarding any question on the Environmental Sciences Sufficiency Checklist.

Kim Trebatoski, Principal Environmental Planner
239-479-8183
trebatkm@leegov.com

Lee County Sufficiency Checklist for Planned Developments, Amendments, and Existing Developments Requesting Planned Development Zoning

1a) The application was signed by the owner of the property or an authorized representative. [34-201(a)(1)a.1.]

The Division of Corporations website states that Christopher McKenna is the Vice President of the corporation. Mr. McKenna must sign all documents (authorization, disclosures, etc.) in his corporate capacity (as V.P.).

1a1) If the owner(s) has authorized an agent to prepare and sign the application and to represent him in all matters pertaining to the application, the agent must provide a document establishing his authority which has been signed by the owner and notarized by a notary public. [34-202(b)(1)c.]

See 1a), above

1c) The fee owner is a corporation, and a duly authorized corporate official initiated the application. [34-201(a)(1)a.3.]

See 1a), above

1c1) The names of all parties having interest in the subject property including the names of all stockholders and the names of beneficiaries of trusts must be provided. [34-201(a)(1)a.3. & 34-202(b)(1)a]

The disclosure of interest form must state the individual shareholder and list the percentage owned of the corporation. Also, The STRAP number given is not valid and the attached list of STRAP #'s was not attached.

6e) Area location map. A map, at suitable scale, indicating the property described in the legal description. The map must be sufficiently referenced to known major streets or other physical boundaries so as to be clearly identifiable to the general public. [34-202(a)(4)]

Although the area location map shows the boundary of the West Bay Club RPD, please show with additional clarity the location of the two areas affected: Area 3 and the additional lands being added to the RPD.

RECEIVED
AUG 27 2004
PERMIT COUNTER

DCI2004-00046

6f) Property owners list. A complete list of all owners of property subject to this request and their mailing addresses must be provided. If multiple parcels are involved, a map showing the owner's interest must be provided. The names & addresses of property owners will be deemed to be those appearing on the latest county tax rolls. [34-202(a)(5)]

As of this writing, staff has requested the additional mailing labels for all property owners within the development.

12e2) Height. The maximum height, in feet and number of habitable stories, of any proposed buildings or structures. If parking under the buildings is proposed, the number of stories proposed for parking must be indicated and included in the total maximum height of the buildings. [34-373(a)(6)d.ii.]

Administrative Amendment ADD1999-00056, changed Area 3 from multiple family to single family residential development. The request is to reinstate the original approval, for Area 3, Resolution Z-96-005, which permitted multiple-family dwelling units. Deviation 9, Resolution Z-96-005, limited development areas 3, 4, and 5, to a maximum building height of 220 feet and are further limited to a maximum combined total of six multi-family buildings with a maximum total of 630 dwelling units. Of the six multi-family buildings permitted by Deviation 9, how many will the applicant be building on Area 3? Also, what will be the maximum height of the building(s)? Will they be high-rise or mid-rise?

12e3) Residential Dwelling Units. If residential is proposed, the maximum number of dwelling units by type. [34-373(a)(6)d.iii.]

Administrative Amendment ADD1999-00056, changed Area 3 from multiple family to single family residential development. The request is to reinstate the original approval, for Area 3, Resolution Z-96-005, which permitted multiple-family dwelling units. Deviation 9, Resolution Z-96-005, limited development areas 3, 4, and 5, to a maximum 630 dwelling units. However, no number of dwelling units is stated for each area. Given information requested for 12e2), above, what would the number of dwelling units be for Area 3?

12m) Location of Deviations. The location of any requested deviations, keyed to the schedule of deviations, including sample drawings demonstrating the effect the requested deviations will have on the site plan. [34-373(a)(6)l.]

In your application for public hearing, you reference a list of deviations and justifications - Exhibit PH-3.G1. These have not been recieved in the submittal package.

RECEIVED
AUG 27 2004
PERMIT COUNTER

DCI2004-00046

13) Traffic Impact Statement. A traffic impact statement must be provided in a format and to the degree of detail required by a form furnished by the county and in conformance with the adopted county administrative code. [34-373(a)(7)]

In your application for public hearing, you reference a waiver from a Traffic impact Statement. The Traffic Impact Statement waiver has not been recieved in the submittal package. Not withstanding the waiver, Administrative Amendment ADD1999-00056 changed Area 3 from multiple family dwelling units to single family dwelling units and this zoning action will be changing back to multiple family dwelling units. What will the traffic impacts be on the existing community in changing Area 3 from single family to multiple family?

13a) Upon written request, the director may waive the Traffic Impact Statement requirement for minor planned developments. [34-373(a)(7)]

In your application for public hearing, you reference waivers for FLUCCS Map, Protected Species Survey, and Traffic Impact Statement. These waivers have not been recieved in the submittal package. Please provide copies of the approved waivers.

15) Schedule of Deviations. A schedule of deviations and a written justification for each deviation requested as part of the master Concept Plan must be submitted. The location of each requested deviation must be indicated on the Master Concept Plan. [34-373(a)(9)]

See 12m), above.

16a) Surface Water Management System Description. A written description of the proposed surface water management system that includes: [34-373(b)(1)]

In your application submittal, you reference in the Table of Contents, Number 15, Surface Water Management Plan, however this was not include in the submittal package.

17) Waivers. Request(s) for waiver or modification must be submitted to the Director prior to submitting the application. A copy of the request and the Director's written response must accompany the application and will become a part of the permanent file. [34-202(a)]

In your application for public hearing, Table of Contents, you reference waivers for FIUUCS Map, Protected Species Survey, and Traffic Impact Statement. These waivers have not been recieved in the submittal package.

RECEIVED
AUG 27 2004
PERMIT COUNTER

19) If project is located in the Estero Planning Community, applicant must submit a meeting summary document that contains the following information: the date, time, and location of the meeting; a list of attendees; a summary of the concerns or issues that were raised at the meeting; and a proposal for how the applicant will respond to any issues that were raised. [Lee Plan Policy 19.5.3.]

The project is located in the Estero Planning Community and a summary document that contains the following information: date, time, and location of the meeting; a list of attendees; a summary of the concerns or issues that were raised at the meeting; and a proposal for how the applicant will respond to any issues that were raised (Policy 19.5.3. of the Lee Plan). This item was listed in the applicants submittal package Table of Contents but the documentation was not included. Please provide the necessary documentation.

21) Miscellaneous Items.

A. Sheet 3 of the master concept plan has the property development regulations table with notes. Please review the table for completness The first reference note with the asterisk appears to be truncated. Also, the reference note "An overall imaximum of six (6) high rise buildings may be located within PODs 3, 4". Should this be PODs 3, 4, and 5?

B. Page 3, of the applicant's narrative, Proposed Development/Master Concept Plan, reference is made to 639 dwelliing units within Development Areas 3, 4, and 5. Should this figure be 630 dwelling units in Aeas 3, 4, and 5?

C. Page 3, of the applicant's compliance with the Land Development Code, item (i), the applicant states, "The proposed residential towers will be substantially buffered from existing surrounding uses" Please clarify. Will this be in excessive of what is already approved in Resolution Z-96-005?

D. See attached comments from The School District of Lee County dated, July 6, 2004.

E. Please provide staff with a copy of the Hearing Examiner's recommendation on Case No. 95-06-148.03Z, Resolution Z-96-005.

RECEIVED
AUG 27 2004
PERMIT COUNTER

DCI2004-00046

THE SCHOOL DISTRICT OF LEE COUNTY

2055 CENTRAL AVENUE • FORT MYERS, FLORIDA 33901-3916 • (239) 334-1102 • TTD/TTY (239) 335-1512

LEE COUNTY
RECEIVED
04 JUL -7 AM 8:58
COMM. DEV.
PUBLIC WKS. CNTR.
2ND FLOOR

JEANNE S. DOZIER
CHAIRMAN · DISTRICT 2

ELINOR C. SCRICCA, PH.D.
VICE CHAIRMAN · DISTRICT 5

ROBERT D. CHILMONIK
DISTRICT 1

JANE E. KUCKEL, PH.D.
DISTRICT 3

STEVEN K. TEUBER
DISTRICT 4

JAMES W. BROWDER, ED.D.
SUPERINTENDENT

KEITH B. MARTIN
BOARD ATTORNEY

July 6, 2004

Mr. Bryan Kelner
Lee County Development Services Division
P.O. Box 398
Fort Myers, FL 33902-0398

Re: West Bay Club RPD, DCI Substantive Review, Case #DCI2004-00046

Dear Mr. Kelner:

Thank you for the opportunity to review West Bay Club RPD for substantive comments with regard to educational impacts. This proposed development is in the South Choice Zone of the District, off Williams Road in the Estero Planning Area. This letter is in response to your request dated June 22, 2004.

From the material submitted, it appears that the request being made by the applicant is for the addition of one acre, which will have four single family homes on it. However, these four single family homes are included in the total number of dwelling units in the project, which was previously approved at 1,121. Therefore, the applicant's request to add one acre is not anticipated to have educational impacts.

Thank you for your attention to this issue. If I may be of further assistance, please give me a call at (239) 479-4205.

Sincerely,

Kathy Babcock

Kathy Babcock, Long Range Planner
Department of Construction and Planning

Cc: William G. Moore, Jr.
Executive Director, School Support

RECEIVED
AUG 27 2004
PERMIT COUNTER

DCI2004-00046

APPENDIX B

ITE TRIP GENERATION CALCULATIONS

RECEIVED
AUG 27 2004
PERMIT COUNTER

DCI2004-00046

Summary of Trip Generation Calculation
For 13 Dwelling Units of Single Family Detached Housing
August 12, 2004

ITE LUC 210

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	12.24	0.00	1.00	159
7-9 AM Peak Hour Enter	0.36	0.00	1.00	5
7-9 AM Peak Hour Exit	1.07	0.00	1.00	14
7-9 AM Peak Hour Total	1.43	0.00	1.00	19
4-6 PM Peak Hour Enter	0.83	0.00	1.00	11
4-6 PM Peak Hour Exit	0.49	0.00	1.00	6
4-6 PM Peak Hour Total	1.31	0.00	1.00	17
Saturday 2-Way Volume	11.89	0.00	1.00	155
Saturday Peak Hour Enter	0.93	0.00	1.00	12
Saturday Peak Hour Exit	0.80	0.00	1.00	10
Saturday Peak Hour Total	1.73	0.00	1.00	23

Note: A zero indicates no data available.
The above rates were calculated from these equations:

24-Hr. 2-Way Volume:	LN(T) = .92LN(X) + 2.71, R^2 = 0.96
7-9 AM Peak Hr. Total:	T = .7(X) + 9.43
	R^2 = 0.89 , 0.25 Enter, 0.75 Exit
4-6 PM Peak Hr. Total:	LN(T) = .9LN(X) + .53
	R^2 = 0.91 , 0.63 Enter, 0.37 Exit
AM Gen Pk Hr. Total:	T = .7(X) + 12.05
	R^2 = 0.89 , 0.26 Enter, 0.74 Exit
PM Gen Pk Hr. Total:	LN(T) = .89LN(X) + .61
	R^2 = 0.91 , 0.64 Enter, 0.36 Exit
Sat. 2-Way Volume:	LN(T) = .94LN(X) + 2.63, R^2 = 0.93
Sat. Pk Hr. Total:	T = .89(X) + 10.93
	R^2 = 0.9 , 0.54 Enter, 0.46 Exit
Sun. 2-Way Volume:	T = 8.83(X) + -9.76, R^2 = 0.94
Sun. Pk Hr. Total:	LN(T) = .89LN(X) + .44
	R^2 = 0.88 , 0.53 Enter, 0.47 Exit

Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

RECEIVED
AUG 27 2004
PERMIT COUNTER

Summary of Trip Generation Calculation
For 300 Dwelling Units of High-Rise Apartment
August 12, 2004 ITE LUC 231

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	4.62	0.00	1.00	1386
7-9 AM Peak Hour Enter	0.08	0.00	1.00	23
7-9 AM Peak Hour Exit	0.23	0.00	1.00	68
7-9 AM Peak Hour Total	0.30	0.00	1.00	91
4-6 PM Peak Hour Enter	0.22	0.00	1.00	66
4-6 PM Peak Hour Exit	0.14	0.00	1.00	42
4-6 PM Peak Hour Total	0.36	0.00	1.00	108
Saturday 2-Way Volume	4.98	0.00	1.00	1494
Saturday Peak Hour Enter	0.22	0.00	1.00	67
Saturday Peak Hour Exit	0.17	0.00	1.00	50
Saturday Peak Hour Total	0.39	0.00	1.00	117

Note: A zero indicates no data available.
The above rates were calculated from these equations:

24-Hr. 2-Way Volume:	LN(T) = .83LN(X) + 2.5, R^2 = 0.82
7-9 AM Peak Hr. Total:	LN(T) = .99LN(X) + -1.14
	R^2 = 0.88 , 0.25 Enter, 0.75 Exit
4-6 PM Peak Hr. Total:	T = .32(X) + 12.3
	R^2 = 0.92 , 0.61 Enter, 0.39 Exit
AM Gen Pk Hr. Total:	LN(T) = .94LN(X) + -.71
	R^2 = 0.88 , 0.22 Enter, 0.78 Exit
PM Gen Pk Hr. Total:	T = .35(X) + 20.11
	R^2 = 0.95 , 0.62 Enter, 0.38 Exit
Sat. 2-Way Volume:	T = 5.03(X) + -14.9, R^2 = 0.91
Sat. Pk Hr. Total:	LN(T) = .93LN(X) + -.54
	R^2 = 0.95 , 0.57 Enter, 0.43 Exit
Sun. 2-Way Volume:	T = 3.66(X) + -5.79, R^2 = 0.94
Sun. Pk Hr. Total:	LN(T) = .91LN(X) + -.65
	R^2 = 0.99 , 0.53 Enter, 0.47 Exit

Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

RECEIVED
AUG 27 2004
PERMIT COUNTER

DCI2004-00046

Summary of Trip Generation Calculation
For 307 Dwelling Units of Single Family Detached Housing
August 17, 2004 ITE LUC 210

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	9.51	0.00	1.00	2918
7-9 AM Peak Hour Enter	0.18	0.00	1.00	56
7-9 AM Peak Hour Exit	0.55	0.00	1.00	168
7-9 AM Peak Hour Total	0.73	0.00	1.00	224
4-6 PM Peak Hour Enter	0.60	0.00	1.00	185
4-6 PM Peak Hour Exit	0.35	0.00	1.00	109
4-6 PM Peak Hour Total	0.96	0.00	1.00	294
Saturday 2-Way Volume	9.84	0.00	1.00	3021
Saturday Peak Hour Enter	0.50	0.00	1.00	153
Saturday Peak Hour Exit	0.43	0.00	1.00	131
Saturday Peak Hour Total	0.93	0.00	1.00	284

Note: A zero indicates no data available.
The above rates were calculated from these equations:

24-Hr. 2-Way Volume:	LN(T) = .92LN(X) + 2.71, R^2 = 0.96
7-9 AM Peak Hr. Total:	T = .7(X) + 9.43
	R^2 = 0.89 , 0.25 Enter, 0.75 Exit
4-6 PM Peak Hr. Total:	LN(T) = .9LN(X) + .53
	R^2 = 0.91 , 0.63 Enter, 0.37 Exit
AM Gen Pk Hr. Total:	T = .7(X) + 12.05
	R^2 = 0.89 , 0.26 Enter, 0.74 Exit
PM Gen Pk Hr. Total:	LN(T) = .89LN(X) + .61
	R^2 = 0.91 , 0.64 Enter, 0.36 Exit
Sat. 2-Way Volume:	LN(T) = .94LN(X) + 2.63, R^2 = 0.93
Sat. Pk Hr. Total:	T = .89(X) + 10.93
	R^2 = 0.9 , 0.54 Enter, 0.46 Exit
Sun. 2-Way Volume:	T = 8.83(X) + -9.76, R^2 = 0.94
Sun. Pk Hr. Total:	LN(T) = .89LN(X) + .44
	R^2 = 0.88 , 0.53 Enter, 0.47 Exit

Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

RECEIVED
AUG 27 2004
PERMIT COUNTER

DCT2004-00046

Summary of Trip Generation Calculation
For 790 Dwelling Units of Residential Condominium / Townhouse
August 17, 2004

ITE LUC 230

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	4.71	0.00	1.00	3719
7-9 AM Peak Hour Enter	0.06	0.00	1.00	46
7-9 AM Peak Hour Exit	0.28	0.00	1.00	224
7-9 AM Peak Hour Total	0.34	0.00	1.00	270
4-6 PM Peak Hour Enter	0.28	0.00	1.00	219
4-6 PM Peak Hour Exit	0.14	0.00	1.00	108
4-6 PM Peak Hour Total	0.41	0.00	1.00	327
Saturday 2-Way Volume	4.16	0.00	1.00	3288
Saturday Peak Hour Enter	0.19	0.00	1.00	147
Saturday Peak Hour Exit	0.16	0.00	1.00	125
Saturday Peak Hour Total	0.34	0.00	1.00	272

Note: A zero indicates no data available.
The above rates were calculated from these equations:

24-Hr. 2-Way Volume:	LN(T) = .85LN(X) + 2.55, R^2 = 0.83
7-9 AM Peak Hr. Total:	LN(T) = .8LN(X) + .26
	R^2 = 0.76 , 0.17 Enter, 0.83 Exit
4-6 PM Peak Hr. Total:	LN(T) = .82LN(X) + .32
	R^2 = 0.8 , 0.67 Enter, 0.33 Exit
AM Gen Pk Hr. Total:	LN(T) = .82LN(X) + .17
	R^2 = 0.8 , 0.18 Enter, 0.82 Exit
PM Gen Pk Hr. Total:	T = .34(X) + 38.31
	R^2 = 0.83 , 0.64 Enter, 0.36 Exit
Sat. 2-Way Volume:	T = 3.62(X) + 427.93, R^2 = 0.84
Sat. Pk Hr. Total:	T = .29(X) + 42.63
	R^2 = 0.84 , 0.54 Enter, 0.46 Exit
Sun. 2-Way Volume:	T = 3.13(X) + 357.26, R^2 = 0.88
Sun. Pk Hr. Total:	T = .23(X) + 50.01
	R^2 = 0.78 , 0.49 Enter, 0.51 Exit

Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

RECEIVED
AUG 27 2004
PERMIT COUNTER

DCI2004-00046

Summary of Trip Generation Calculation
For 18 Holes of Golf Course
August 17, 2004

ITE LUC 430

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	35.74	12.12	1.00	643
7-9 AM Peak Hour Enter	1.75	0.00	1.00	32
7-9 AM Peak Hour Exit	0.47	0.00	1.00	8
7-9 AM Peak Hour Total	2.22	1.82	1.00	40
4-6 PM Peak Hour Enter	1.21	0.00	1.00	22
4-6 PM Peak Hour Exit	1.53	0.00	1.00	28
4-6 PM Peak Hour Total	2.74	1.79	1.00	49
Saturday 2-Way Volume	40.63	17.12	1.00	731
Saturday Peak Hour Enter	2.25	0.00	1.00	41
Saturday Peak Hour Exit	2.34	0.00	1.00	42
Saturday Peak Hour Total	4.59	2.73	1.00	83

Note: A zero indicates no data available.
Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

RECEIVED
AUG 27 2004
PERMIT COUNTER

DCT 2004-00046

Summary of Trip Generation Calculation
For 6 Tennis Courts of Tennis Courts
August 17, 2004

ITE LUC 490

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	31.04	13.02	1.00	186
7-9 AM Peak Hour Enter	0.00	0.00	1.00	0
7-9 AM Peak Hour Exit	0.00	0.00	1.00	0
7-9 AM Peak Hour Total	1.67	0.00	1.00	10
4-6 PM Peak Hour Enter	0.00	0.00	1.00	0
4-6 PM Peak Hour Exit	0.00	0.00	1.00	0
4-6 PM Peak Hour Total	3.88	2.23	1.00	23
Saturday 2-Way Volume	27.83	0.00	1.00	167
Saturday Peak Hour Enter	0.00	0.00	1.00	0
Saturday Peak Hour Exit	0.00	0.00	1.00	0
Saturday Peak Hour Total	3.00	0.00	1.00	18

Note: A zero indicates no data available.
Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

RECEIVED
AUG 27 2004
PERMIT COUNTER

DCI2004-00046

Summary of Trip Generation Calculation
For 5.5 Acres of Beach Park
August 17, 2004

ITE LUC 415

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	29.81	47.96	1.00	164
7-9 AM Peak Hour Enter	0.00	0.00	1.00	0
7-9 AM Peak Hour Exit	0.00	0.00	1.00	0
7-9 AM Peak Hour Total	0.00	0.00	1.00	0
4-6 PM Peak Hour Enter	0.38	0.00	1.00	2
4-6 PM Peak Hour Exit	0.92	0.00	1.00	5
4-6 PM Peak Hour Total	1.30	0.00	1.00	7
Saturday 2-Way Volume	66.47	116.34	1.00	366
Saturday Peak Hour Enter	0.54	0.00	1.00	3
Saturday Peak Hour Exit	0.64	0.00	1.00	4
Saturday Peak Hour Total	1.18	1.25	1.00	6

Note: A zero indicates no data available.
Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

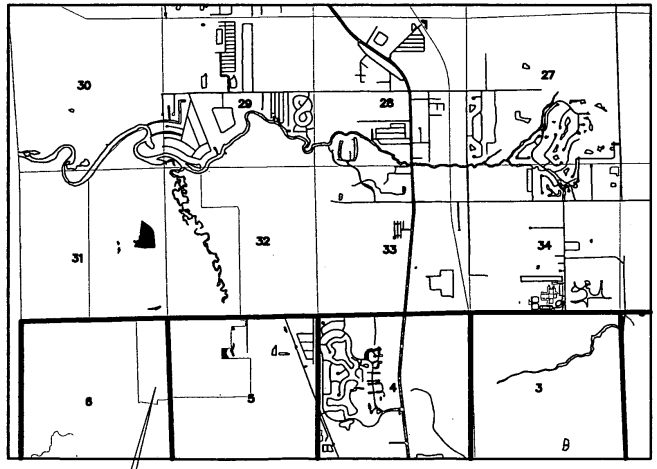
RECEIVED
AUG 27 2004
PERMIT COUNTER

MASTER CONCEPT PLAN
FOR
WEST BAY CLUB RPD
(FORMERLY ESTERO POINTE RPD)

SECTIONS 29/30/31/32, TOWNSHIP 46 S., RANGE 25 E.
SECTIONS 5/6, TOWNSHIP 47 S., RANGE 25 E.
BONITA SPRINGS, LEE COUNTY, FLORIDA

INDEX OF PLANS

SHEET NO.	DESCRIPTION
1	COVER
2	MASTER CONCEPT PLAN
3	DOCUMENTATION, SOILS & FLUCFCS



PROJECT LOCATION

LOCATION MAP

0 2000 4000
SCALE IN FEET

APRIL, 2004

APPLICANT

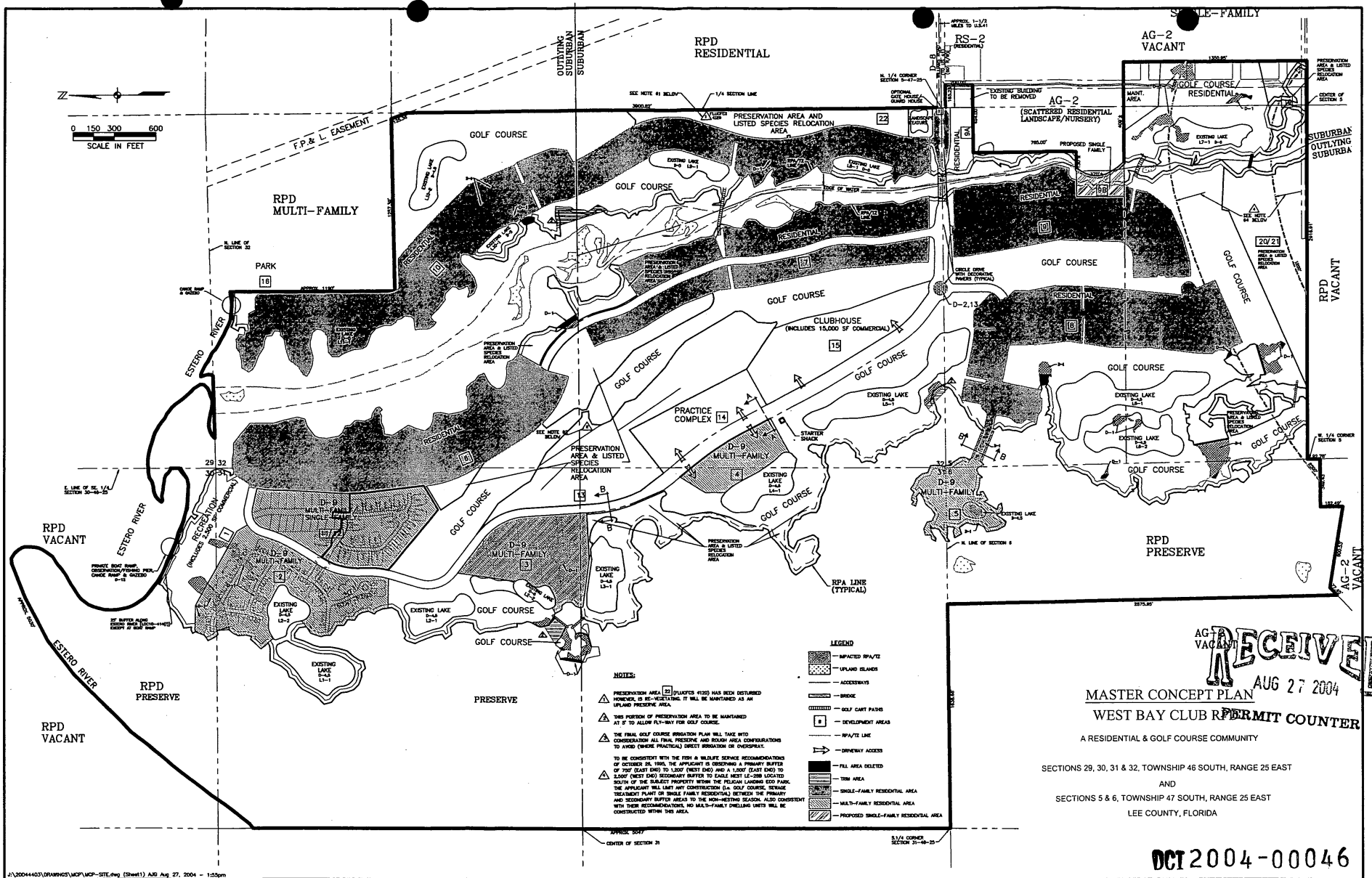
WEST BAY CLUB DEVELOPMENT CORPORATION
4600 WEST BAY BOULEVARD
ESTERO, FLORIDA 33928
PHONE (239) 498-7770
FAX (239) 498-7771

ENGINEERING
2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

RECEIVED
AUG 27 2004
PERMIT COUNTER
DCI 2004-00046

SHEET 1

J:\20044403\DRAWINGS\MCP\MCP-COVER.dwg (Cover) AJG Aug 27, 2004 - 1:54pm



NOTES:

1. PRESERVATION AREA 22 (FLUCFCS #120) HAS BEEN DISTURBED HOWEVER, IS RE-VEGETATING. IT WILL BE MAINTAINED AS AN UPLAND PRESERVE AREA.
2. THIS PORTION OF PRESERVATION AREA TO BE MAINTAINED AT 5' TO ALLOW FLY-WAY FOR GOLF COURSE.
3. THE FINAL GOLF COURSE IRRIGATION PLAN WILL TAKE INTO CONSIDERATION ALL FINAL PRESERVE AND BUFFER AREA CONFIGURATIONS TO AVOID (WHERE PRACTICAL) DIRECT IRRIGATION OR OVERSPRAY.
4. TO BE CONSISTENT WITH THE FISH & WILDLIFE SERVICE RECOMMENDATIONS OF OCTOBER 26, 1995, THE APPLICANT IS OBSERVING A PRIMARY BUFFER OF 750' (EAST END) TO 1,200' (WEST END) AND A 1,000' (EAST END) TO 2,500' (WEST END) SECONDARY BUFFER TO EAGLE NEST LE-288 LOCATED SOUTH OF THE SUBJECT PROPERTY WITHIN THE PELICAN LANDING EDO PARK. THE APPLICANT WILL LIMIT ANY CONSTRUCTION (i.e. GOLF COURSE, SEWAGE TREATMENT PLANT OR SINGLE FAMILY RESIDENTIAL) BETWEEN THE PRIMARY AND SECONDARY BUFFER AREAS TO THE NON-NESTING SEASON. ALSO CONSISTENT WITH THEIR RECOMMENDATIONS, NO MULTI-FAMILY DWELLING UNITS WILL BE CONSTRUCTED WITHIN THIS AREA.

RECEIVED
AUG 27 2004
PERMIT COUNTER

MASTER CONCEPT PLAN

WEST BAY CLUB RPD

A RESIDENTIAL & GOLF COURSE COMMUNITY

SECTIONS 29, 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST
AND
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

DCI 2004-00046

J:\20044403\DRAWINGS\MCP\MCP-SITE.dwg (Sheet1) AJG Aug 27, 2004 - 1:55pm

REVISIONS

WEST BAY CLUB RPD
LEE COUNTY, FLORIDA

JOHNSON ENGINEERING
2158 JOHNSTON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

MASTER CONCEPT PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
04/06/04	20044403	29-46-25	1" = 300'	2

	Minimum Lot			Minimum Setback								
	Area (s.f.)	Depth (feet)	Width (feet)	Side (feet)	Rear (feet)	Road (feet)	Water Body (feet)	Maximum Height (feet)	Number of Habitable Floors	Minimum Bldg. Separation	Subdivision	Condo
RESIDENTIAL												
Single Family	5,500	100	55	5	10	20	20	45	3	10	Yes	Yes
Two Family Attac 1st Side 2nd Side	5,000	100	50	 0 7.5	15	20	20	45	3	15	Yes	Yes
Zero Lot Line 1st Side 2nd Side	4,500	80	45	 0 4	15(+) (++)	15	20	45	3	4	Yes	Yes
Townhouse 1st Side 2nd Side	2,800	80	35	 0 0 or 10	20	20	20	45	3	** Complex Separation: 20	Yes	Yes
MULTI-FAMILY												
Ground Level	10,000	100	100		20	20	25	45	3	20		Yes
Mid-Rise	10,000	100	100		20	20	25	75	7	20		Yes
High-Rise	10,000	100	100		20	20	25		20*	60		Yes
CLUBHOUSE AREA	40,000	200	200	15	20	20	20	45	2	15	Yes	Yes
PRACTICE COMPLEX	40,000	200	200	15	20	20	20	45	2	15	Yes	Yes

All Housing Types

See LDC Sections 34-1174, 34-1176, 34-2191 and 34-2194 for accessory structure setbacks

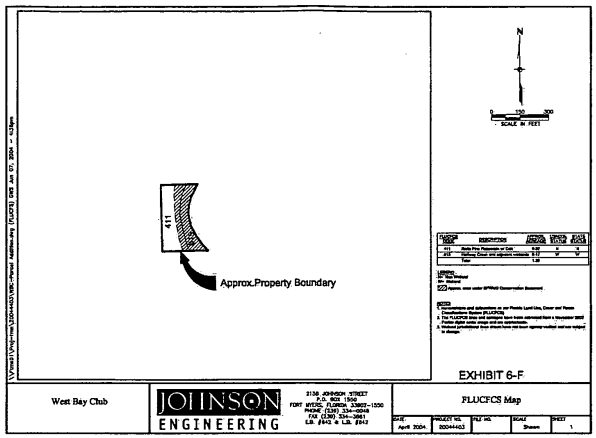
Setbacks for Estero River: 25 feet

* 20 Stories over parking. All buildings over 45 fet shall provide one half foot setback from West Bay Club perimeter property line for every foot of elevation over 45 feet.

An overall maximimum of six (6) high-rise buildings may be located within multi-family Pods 3,4 and 5

Mid-rise or ground level buildings can be clusters in multi-family Pods 2,3,4 and 5

** Maximum number of attached units: 6



SCHEDULE OF USES

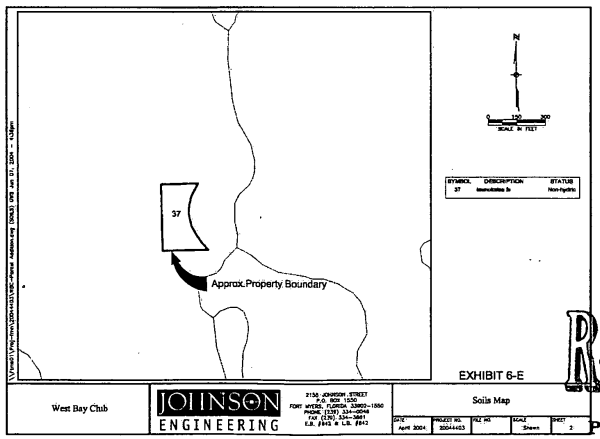
ACCESSORY USES AND STRUCTURES
ACCESSORY APARTMENT (df)
ADMINISTRATIVE OFFICE (df)
ATM
BAIT AND TACKLE SHOP
BANKS AND FINANCIAL ESTABLISHMENTS, Group I [Section 34-622(c)(3)]
BUSINESS SERVICES, Group I, and Group II if limited to lawn and garden services and swimming pool cleaning services, [Section 34-622(c)(5)]
CANOE LAUNCH
CLUBS:
COUNTRY (df)
PRIVATE (df)
CONSUMPTION ON PREMISES [Section 34-1261]
CONVENIENCE FOOD AND BEVERAGE STORE (df)
DAY CARE CENTER, CHILD (df)
DRUGSTORE (df), PHARMACY (df)
DWELLING UNIT:
SINGLE FAMILY (df)
TWO-FAMILY ATTACHED (df)
TOWNHOUSE (df)
MULTIPLE FAMILY BUILDING (df)
ZERO LOT LINE (df)
ENTRANCE GATES AND GATEHOUSE (df)
ESSENTIAL SERVICES (cf)
ESSENTIAL SERVICE FACILITIES, ALL GROUPS [Section 34-622(c)(13)]
EXCAVATION - WATER RETENTION
FENCES, WALLS
FOOD AND BEVERAGE SERVICE, LIMITED (df)
FOOD STORES, Group I [Section 34-622(c)(16) including a gourmet grocery store
GIFT AND SOUVENIR SHOP (df)
GOLF COURSE AND ACCESSORY FACILITIES
GOLF DRIVING RANGE AND GOLF TRAINING FACILITY
HELISTOP (df)
HOME/CARE FACILITY (df)
HOME OCCUPATION
LAUNDRY OR DRY CLEANING [Section 34-622(c)(24)]
MODEL HOME, UNIT, DISPLAY CENTER
PARKS, PRIVATE, Group I [Section 34-622(c)(32)]
PARKING LOT ACCESSORY (df)
PERSONAL SERVICES, Groups I and II [Section 34-622(c)(33)]
PHARMACY (df)
POST OFFICE (df)
PRIVATE BOAT RAMP AND OBSERVATION/FISHING PIER
RECREATIONAL FACILITIES
PERSONAL (df)
PRIVATE (df)
REAL ESTATE SALES OFFICE
RESIDENTIAL ACCESSORY USES [Section 34-622(c)(42)]
RESTAURANTS, Groups I, II and III [Section 34-622(c)(43)]
SIGNS - In accordance with Chapter 30 of Land Development Code
SPECIALTY RETAIL SHOPS, Groups I and II [Section 34-622(c)(47)]
TEMPORARY USES
TEMPORARY CONSTRUCTION TRAILER
TEMPORARY SALES CENTER
UNITS OF HIGH IMPACT(df), including time share

OPEN SPACE CALCULATIONS:

REQUIRED OPEN SPACE : 866± AC. x 40%		=	346.4± AC. (40%)
INDIGENOUS REQUIREMENT		=	173.2± AC. (20%)
OPEN SPACE PROVIDED (AC.±)			MCP (AC.±)
WETLANDS			397.8
PRESERVATION AREA 13: 22.8 AC. X 1.85=38.5 AC.+ 3.2 AC.[10-413 (c)(3)(a)] =			42.0
PRESERVATION AREA 19			2.6
PRESERVATION AREA 20/21: 12.8 AC. X 1.85 [10-413 (c)(3)(b)] =			20.5
PRESERVATION AREA 22			6.3
UPLAND ISLAND PRESERVATION AREAS			3.1
GOLF COURSE			85.9
GOLF COURSE ROUGH			20.6
UPLAND BUFFER AREAS			38.4
PARK (AREA 16)			1.0
LAKES			36.7
RECREATIONAL AREA 1	(10.2 AC. x 80%)	=	8.2
MULTI-FAMILY POD 2 :	12.8 x 15%	=	1.9
MULTI-FAMILY POD 3 :	9.5 x35%	=	3.3
MULTI-FAMILY POD 4 :	4.7 x 35%	=	1.6
MULTI-FAMILY POD 5 :	6.0 x 60%	=	3.6
SINGLE FAMILY POD 6 :	28.3 x 10%	=	2.8
SINGLE FAMILY POD 7 :	24.1 x 10%	=	2.4
SINGLE FAMILY POD 8 :	24.8 x 10%	=	2.5
RESIDENTIAL POD 9, 9A & 9B:	21.3 x 10%	=	2.1
RESIDENTIAL POD 10 :	44.0 x 10%	=	4.4
MULTI-FAMILY POD 11 & 12 :	13.8 x 15%	=	2.1
PRACTICE AREA (POD 14)	7.0 x 80%	=	5.6
CLUBHOUSE SITE (POD 15)	11.0 x 15%	=	1.7
MAINTENANCE/ GOLF COURSE/ FUTURE RESIDENTIAL (PODS 17 & 18)	14.3 x 40%	=	5.7
TOTAL OPEN SPACE PROVIDED		=	700.6 (81%)
TOTAL INDIGENOUS OPEN SPACE PROVIDED		=	525.8 (61%)

SITE BREAKDOWN

DESCRIPTION OF AREAS		AREA (IN ACRES)
Wetlands		397.8
Golf Course		85.9
Golf Course Rough		20.6
Upland Buffer Areas		38.4
Lakes		36.7
Pod 1:	Recreation Area	10.2
Pod 2:	Multi Family	12.8
Pod 3:	Multi Family	9.5
Pod 4:	Multi Family	4.7
Pod 5:	Multi Family	6.0
Pod 6:	Residential	28.3
Pod 7:	Residential	24.1
Pod 8:	Residential	24.8
Pod 9, 9A & 9B:	Residential	22.4
Pod 10:	Residential	44.0
Pod 11/12:	Multi Family	13.8
Pod 13:	Upland Preservation	28.5
Pod 14:	Practice Area	7.0
Pod 15:	Clubhouse	11.0
Pod 16:	Park Area	1.0
Pod 17/18:	Maintenance Area & Residential/Golf Course	14.3
Pod 19:	Upland Preservation	2.6
Pod 20/21:	Upland Preservation	12.8
Pod 22:	Upland Preservation	6.3
Pod 23:	Upland Island Preservation	3.1
TOTAL: 866 ACRES		



RECEIVED
AUG 27 2004
PERMIT COUNTER

DCI 2004-00046

J:\20044403\DRAWINGS\MCP\MCP-DOCUMENTATION.dwg (Sheet1) AJG Aug 27, 2004 - 1:56pm

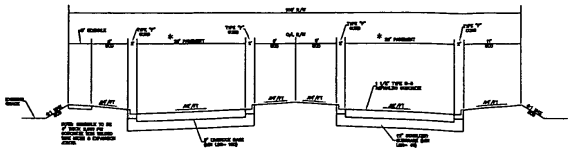
REVISIONS

WEST BAY CLUB RPD
LEE COUNTY, FLORIDA

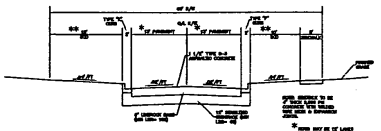
JOHNSON ENGINEERING
2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

DOCUMENTATION

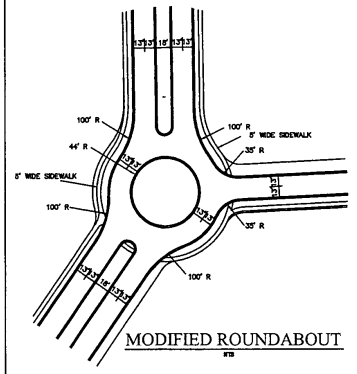
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
04/06/04	20044403	29-46-25	As Shown	3



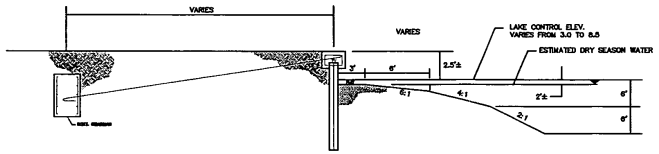
SECTION A–A
TYPICAL ROAD SECTION
4–LANE MAIN SPINE LOCAL ROAD



SECTION B-B
TYPICAL ROAD SECTION
2-LANE MAIN SPINE LOCAL ROAD



MODIFIED ROUNDABOUT



D-5
TYPICAL SEAWALL

RECEIVED
AUG 27 2004
PERMIT COUNTER

DCI2004-00046

J:\20044403\DRAWINGS\MCP\MCP-DOCUMENTATION-2.dwg (Sheet1) AJC Aug 27, 2004 - 1:37pm

REVISIONS		

WEST BAY CLUB
LEE COUNTY, FLORIDA

JOHNSON ENGINEERING
2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

DOCUMENTATION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
04/06/04	20044403	29-46-25	As Shown	4

LETTER OF AUTHORIZATION

TO: THE LEE COUNTY DIVISION OF DEVELOPMENT SERVICES

FROM: WEST BAY CLUB DEVELOPMENT CORPORATION

RE: WEST BAY CLUB RPD

Please be advised that we hereby authorize **Johnson Engineering, Inc. & Henderson, Franklin, Starnes & Holt, P.A.** to apply for and permit a Lee County Planned Development for the above referenced property.

West Bay Club Development Corporation

By: _____

Name: **Christopher McKenna**

Title: **Vice President**

Address: _____

_____

Tele: _____

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 3rd day of August, 2004, by Christopher McKenna who is personally known to me or had produced _____ as identification and who did (did not) take an oath.

(SEAL)

Colleen A. Rhoads
Commission #DD251089
Expires: Oct 26, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Colleen A Rhoads
(Typed, printed or stamped name of Notary)

PART V AFFIDAVIT A2

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

I*, Christopher McKenna as Vice Presidnet of **West Bay Club Development Corporation**, swear or affirm under oath, that I am the owner or 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.

West Bay Club Development Corporation
Name of Entity (corporation, partnership, LLP, LC, etc)

Signature

Christopher McKenna
(Type or printed name)

Vice President
(title of signatory)

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was sworn to (or affirmed) and subscribed before me this 3 day of August 2004 by Christopher McKenna (name of person providing oath or affirmation), who is personally known to me or who has produced _____ (type of identification) as identification.

Signature of person taking oath or affirmation

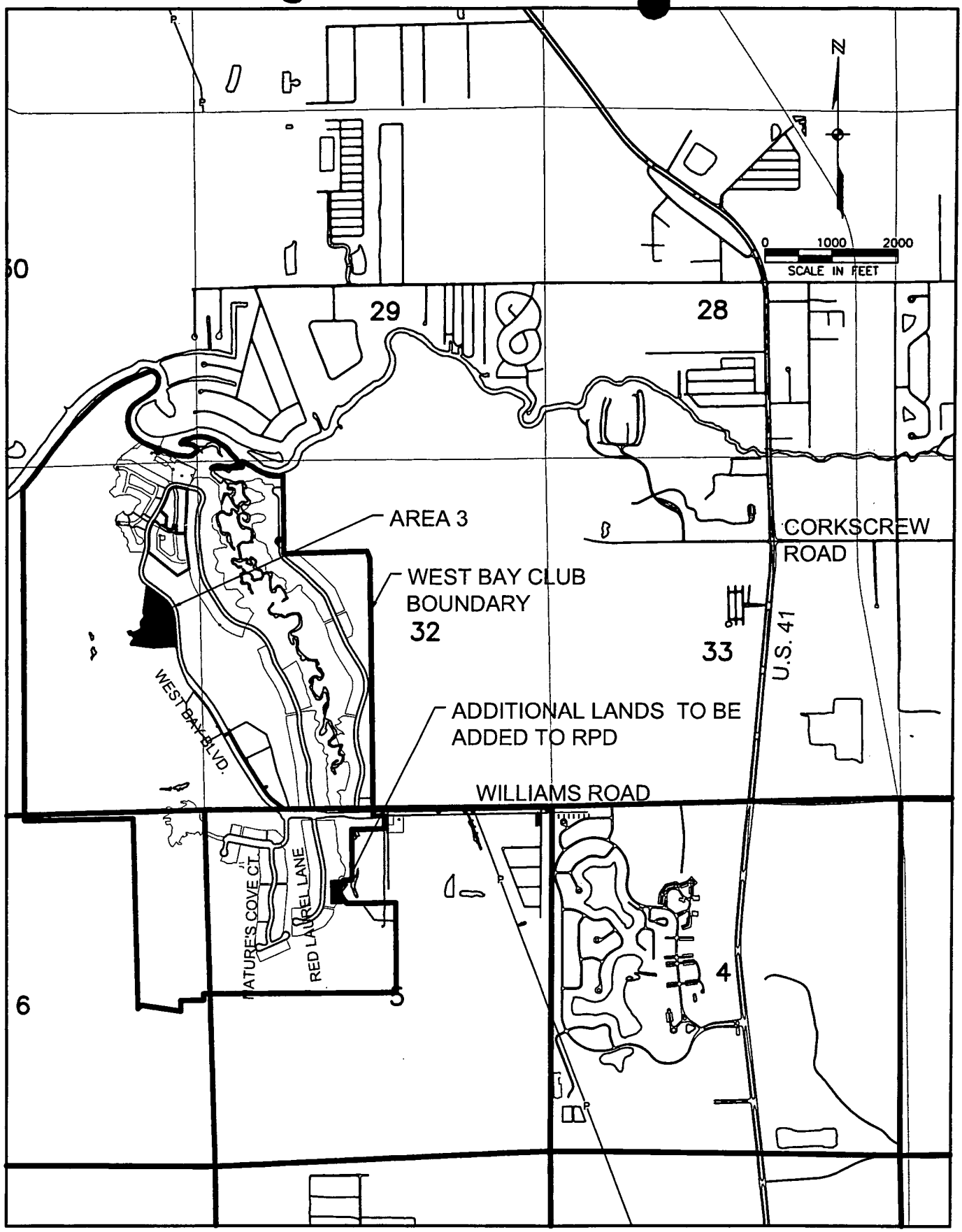
Colleen A Rhoads
Name typed, printed or stamped

Colleen A. Rhoads
Commission #DD251089
Expires: Oct 26, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Title or rank

Serial number, if any

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 the 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.*



J:\20044403\DRAWINGS\MCP\MCP-COVER.dwg (Layout2-Sheet1) MDA Aug 05, 2004 - 4:54pm

JOHNSON ENGINEERING

2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

LOCATION MAP

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
08-05-04	20044403	02-46-25	1" = 2000'	1

In accordance with Section 34-412, Lee County Land Development Code, the Applicant supplies the following justification for the deviations requested for its project.

1. <u>DEVIATION D-1:</u> Requirement prohibiting or restricting alteration or development within Resource Protection Areas (Sections 10-253, 14-298 and 34-1574), to permit:

(a) Construction of recreational boardwalks and cart paths through RPA areas to access golf holes both by pedestrians and golf carts.

(b) Construction over various TZ and RPA areas to facilitate construction of a golf course.

(c) Construction over various TZ- and RPA areas to facilitate construction of residential development.

(d) Construction of a road access to upland highland for construction of multi-family tract.

(e) Construction of a road access to the project site.

There are both small isolated wetland areas and wetland areas within the land area of the Estero Pointe project which are considered RPA and TZ that are impacted in most cases by the exotic vegetation, melaleuca or Australian pine. It is the intention of the Estero Pointe site plan to provide a cohesive development which will allow the proper routing of a golf course, the good planning principles involved in a residential development layout and an overall workable site plan. This will entail impacting a certain number of these areas to provide for a planned residential community.

Generally the wetland impacts of the site are associated with the construction of recreational boardwalks and cart paths through RPA areas to access golf holes and the construction of residential areas and roadways to facilitate access within the project. There will be a total of 3.81 acres impacted by the placement of fill in RPA and TZ areas and a total of 0.21 acres impacted through the excavation of similar areas. In the case of excavation for the water management system on the site, the environmental attributes will be enhanced in that there will be future bird wading areas and additional wildlife habitat associated with the aquatic nature of the water management system. It is anticipated that these impacts will in no way pose any threat to the health, safety and welfare of the public and will further advance the workability and enjoyment of the overall site once the project has been completed.

Attached to this sufficiency is a matrix and a map (Lee County Wetland Impact Map) which identifies all of the wetland impacts associated with this project which in comparison to the significant amount of wetland preserve area that will not be impacted but enhanced through the removal of exotics, as well as the preservation of upland conservation areas and the buffer that is being provided along the western side of the property between the golf course and the RPA areas, the overall RPA/TZ impacts are very minimal. The attached matrix outlines the acreage of these impact areas, the exotic impacted nature of most of these areas and the nature of the impact, i.e., minimal filling, minor excavation or trimming for the extension of cart paths.

Additional mitigation for these impacts outlined in the attached information includes the enhancement of wetland areas whereby exotic vegetation removal in areas greater than 80% will receive additional plantings so that the wetlands are enhanced and monitored for future exotic invasion so that these areas are not impacted by the proliferation of exotic vegetation.

The overall developmental program associated with the Estero Pointe project realizes very little impact to RPA and TZ areas in consideration of numerous acres of preserved and conserved upland area as well as expansive RPA and TZ areas which will be preserved by conservation easements.

2. <u>DEVIATION D-2:</u> Requirement that wearing surfaces for local and access roads for Class A Development shall be 1 1/2 inch asphaltic concrete or Florida Department of Transportation Type S-1 [Section 10-296, Table 4, (7)(C)] to allow for decorative pavers within the privately maintained internal roadways.

The Applicant proposes to utilize decorative pavers at various locations in the project as shown on the Master Concept Plan in order to enhance the project from an aesthetic standpoint. Since the roadways within Estero Pointe are to be maintained privately, no adverse implications from a maintenance standpoint for the County would be anticipated. The use of decorative pavers will enhance the Master Concept Plan from an aesthetic standpoint, and should have no detrimental effect on the public's health, safety or welfare and should actually enhance the internal routing of traffic within the project, thus promoting the public safety. The Master Concept Plan illustrates how the decorative pavers would be placed and function, and the attached detail drawing shows a cross-section of this area.

3. <u>DEVIATION D-3 :</u> Requirement of a minimum 20-foot wide maintenance access easement along lake perimeters (Section 10328(A)] to 0 feet where lakes are bulkheaded.

In conjunction with Deviation D-5, the Applicant desires to use bulkheads, if necessary or desired, within the Planned Development along and within the various retention lakes within the project. To the extent that bulkheading is permitted pursuant to Deviation D-5, the Applicant requests a deviation from the requirement of providing a 20-foot wide maintenance access easement along the lake perimeter where lakes are bulkheaded since such an access easement would not be necessary in order to perform adequate lake maintenance. In such cases, lake areas adjacent to bulkheads will be maintained adequately by boat access within-the lake. Since all lakes are to be privately owned and maintained initially by the developer and ultimately by the homeowners association, the added cost (if any) of maintaining these areas by boat will not be borne by the public. The elimination of the access easement will enhance the project master plan by allowing utilization of the area immediately adjoining the lake bulkheads for such things as golf tees and greens. A typical detail drawing illustrating this deviation is attached.

4. <u>DEVIATION D-4:</u> Requirement that the maximum retention depth for excavation be 12 feet [Section 10-329(E)(3)], to a maximum excavation depth of 20 feet without any penetration through impervious soil or rock layer which presently prohibits intermingling of various water strata.

Deviation D-4 is a request to deviate from the requirement that lake excavations not exceed 12 feet in depth, to allow a maximum of 20 feet in depth, or to the confining layer, whichever is more restrictive. The deviation will enhance the Master Concept Plan by providing additional fill from within the site, and promote the public interest by decreasing the amount of fill that needs to be transported from offsite. The Applicant recognizes that lakes dug to depths greater than 12 feet on the project will more than likely require aeration systems or fountains to prevent stratifi-

cation and allow aeration of bottom water at the surface. With adequate aeration, poor water quality conditions associated with long periods of stratification should not occur and phytoplankton blooms will be generally suppressed with better lake circulation. Use of the lakes as part of the stormwater management system for volume detention purposes may be an important consideration for the duration of aeration use each year. At a minimum, it is anticipated that aerators would run for the month of May through September. A typical drawing showing the extent of this deviation is attached.

5. <u>DEVIATION D-5:</u> Requirement that excavation bank slopes be no greater than 4:1 [Section 10-329(E)(4)] to permit 40% of the lake banks to utilize vertical bulkheads.

As indicated in Deviation D-3 above, the Applicant desires the ability to utilize bulkheads, if necessary or desired, within the project in order to enhance the aesthetics of the project and maximize utilization of golf course areas within the project. The deviation will also allow for more flexibility in preserving and dealing with environmentally sensitive areas of the project. No adverse public impacts are anticipated as the design criteria for the South Florida Water Management District presently allow up to a maximum of 40% of retention/detention lake banks to be bulkheaded. A typical drawing illustrating this deviation is attached.

6.<u>DEVIATION D-6:</u> Requirement that residential developments shall provide 40% open space for large developments (50% of which shall be indigenous) [Section 10-413(b)] to allow the Open Space Table provided.

The Applicant has provided over double the amount of required indigenous vegetation. The Applicant has provided an Open Space Table on the Master Concept Plan which clearly demonstrates that the open space areas, including indigenous areas, will exceed the requirements of Section 10-413(b) throughout the project. In addition, each residential development pod within the project shall provide not less than 10% open space, and each multi-family development pod shall provide not less than 15% open space, the total of which exceeds the minimum requirement of Section 34-414 (c)(4). As such, the benefits of complying with the Open Space Table as provided on the Master Concept Plan will exceed strict compliance with the minimum requirements of the Land Development Code, resulting in an enhancement of the Master Concept Plan and net public benefit in terms of overall open space provided and preserved. The Applicant relies upon the Master Concept Plan and Open Space Table shown thereon as support for this deviation request.

EXHIBIT PH-3.D.1

List of West Bay Club Plats

West Bay Club	Plat Book 62 at Pages 79-111
West Bay Club, Unit II	Plat Book 66 at Pages 82-83
West Bay Club, Unit III	Plat Book 75 at Pages 91-92
West Bay Club, Unit IV	Plat Book 74 at Pages 93-94

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST AND IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

DECEMBER, 1998

JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
FORT MYERS, FLORIDA

PLAT BOOK 62 PAGE 79

SHEET 1 OF 33

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

DESCRIPTION

A TRACT OR PARCEL OF LAND LYING IN SECTIONS 29, 30, 31 AND 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST, SECTIONS 5 AND 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" AND "G", ESTERO RIVER HEIGHTS AS RECORDED IN PLAT BOOK 10 AT PAGE 15 OF THE LEE COUNTY PUBLIC RECORDS, LEE COUNTY, FLORIDA, WHICH TRACT OR PARCEL IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER SECTION CORNER OF SAID SECTION 5, TOWNSHIP 47 SOUTH, RANGE 25 EAST, SAID POINT BEING THE NORTHEAST CORNER OF LOT 348 OF FLORIDA GULF LAND COMPANY SUBDIVISION AS RECORDED IN PLAT BOOK 1 AT PAGE 29, LEE COUNTY RECORDS AND RUN S 00° 46' 16" E FOR 30.00 FEET TO THE SOUTH RIGHT-OF-WAY (ROW) LINE OF WILLIAMS ROAD (60 FEET WIDE); THENCE RUN N 89° 00' 16" E ALONG SAID SOUTH LINE FOR 165.28 FEET; THENCE RUN S 00° 39' 39" E FOR 2010.00 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORD BOOK 2483 AT PAGE 3044, LEE COUNTY RECORDS, THENCE RUN S 89° 00' 16" W ALONG THE SOUTH LINE OF SAID LANDS FOR 494.00 FEET TO AN INTERSECTION WITH THE EAST LINE OF LOT 350 OF SAID FLORIDA GULF LAND COMPANY SUBDIVISION; THENCE RUN S 00° 39' 47" E ALONG SAID EAST LINE FOR 765.00 FEET; THENCE RUN S 89° 57' 37" W FOR 337.43 FEET TO AN INTERSECTION WITH THE EAST LINE OF LOT 348; THENCE RUN S 00° 56' 02" E FOR 331.20 FEET TO THE SOUTHEAST CORNER OF LOT 348; THENCE RUN N 89° 15' 59" E ALONG THE SOUTH LINE OF LOTS 350 AND 349 FOR 653.45 FEET; THENCE RUN N 89° 15' 52" E ALONG THE SOUTH LINE OF LOT 370 FOR 327.80 FEET; THENCE RUN S 00° 32' 41" E ALONG THE EAST LINE OF LOT 408 FOR 1356.95 FEET; THENCE RUN S 89° 31' 44" W FOR 324.62 FEET TO THE CENTER OF SAID SECTION 5, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 408; THENCE RUN S 89° 34' 40" W FOR 2591.20 FEET TO THE WEST QUARTER SECTION CORNER OF SAID SECTION 5, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 463 OF SAID SUBDIVISION; THENCE RUN S 00° 31' 49" E FOR 82.78 FEET TO THE SOUTHEASTERLY CORNER OF LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORD BOOK 2192 AT PAGE 2677, LEE COUNTY RECORDS; THENCE RUN ALONG THE SOUTH LINE OF SAID LANDS THE FOLLOWING COURSES: S 89° 10' 55" W FOR 348.43 FEET; S 00° 49' 20" E FOR 192.49 FEET; N 81° 20' 47" W FOR 600.53 FEET; S 46° 11' 51" W FOR 77.45 FEET; THENCE RUN N 09° 35' 49" W ALONG THE WEST LINE OF SAID LANDS FOR 2078.93 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID SECTION 6; THENCE RUN S 89° 38' 07" W ALONG THE NORTH LINE OF SAID SECTION 6 FOR 1438.98 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORD BOOK 1509 AT PAGE 121, LEE COUNTY RECORDS, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 8A OF SAID FLORIDA GULF LAND COMPANY SUBDIVISION AND THE SOUTH QUARTER SECTION CORNER OF SECTION 31, TOWNSHIP 46 SOUTH, RANGE 25 EAST; THENCE RUN N 00° 22' 46" W ALONG THE WEST LINE OF SAID LANDS ALONG THE NORTH/SOUTH QUARTER SECTION LINE FOR 2658.37 FEET TO THE NORTHWEST CORNER OF LOT 31A SAID FLORIDA GULF LAND COMPANY SUBDIVISION; THENCE CONTINUE N 00° 22' 46" W ALONG THE WEST LINE OF SAID LANDS AND THE WEST LINE OF LOTS 45A AND 57A OF SAID SUBDIVISION FOR 3391 FEET, MORE OR LESS, TO THE WATERS OF THE ESTERO RIVER; THENCE RUN NORTHEASTERLY, SOUTHEASTERLY, SOUTHWESTERLY, SOUTHERLY, SOUTHEASTERLY AND NORTHEASTERLY ALONG SAID WATERS FOR 5030 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE EAST LINE OF THE SOUTHEAST QUARTER (SE-1/4) OF SAID SECTION 30, TOWNSHIP 46 SOUTH, RANGE 25 EAST; THENCE RUN N 00° 32' 05" W ALONG SAID EAST LINE AND THE WEST LINE OF TRACT "G" OF ESTERO RIVER HEIGHTS AS RECORDED IN PLAT BOOK 10 AT PAGE 15 OF THE LEE COUNTY RECORDS FOR 82 FEET, MORE OR LESS, TO SAID WATERS; THENCE RUN EASTERLY, NORTHERLY, EASTERLY, SOUTHEASTERLY, SOUTHWESTERLY, EASTERLY AND SOUTHEASTERLY ALONG SAID WATERS FOR 1753 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE NORTH LINE OF SAID SECTION 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST, SAID LINE BEING THE NORTH LINE OF LOT 49A OF SAID FLORIDA GULF LAND COMPANY SUBDIVISION; THENCE RUN N 87° 54' 57" E ALONG SAID NORTH LINE FOR 458 FEET, MORE OR LESS, TO SAID WATERS AND THE WESTERLY LINE OF TRACT "F" SAID ESTERO RIVER HEIGHTS; THENCE RUN NORTHERLY AND SOUTHEASTERLY ALONG SAID WATERS AND THE WEST AND NORTHERLY LINE OF SAID TRACT "F" FOR 771 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE EAST LINE OF LOT 62A

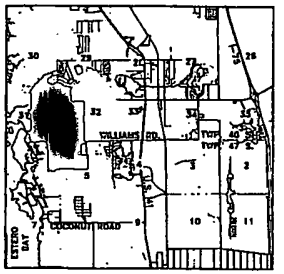
DESCRIPTION CONTINUED

SAID FLORIDA GULF LAND COMPANY SUBDIVISION; THENCE RUN S 00° 43' 04" E ALONG SAID EAST LINE OF LOT 52A FOR 1100 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORD BOOK 1807 AT PAGE 4091, LEE COUNTY RECORDS, SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 52A OF SAID SUBDIVISION; THENCE RUN N 89° 27' 02" E ALONG THE NORTH LINE OF LOTS 44A, 43A, 42A AND 41A OF SAID FLORIDA GULF LAND COMPANY SUBDIVISION FOR 1257.39 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF A FLORIDA POWER AND LIGHT COMPANY TRANSMISSION LINE EASEMENT (100 FEET WIDE); THENCE RUN S 30° 51' 33" E ALONG SAID SOUTHWESTERLY LINE FOR 125.36 FEET TO AN INTERSECTION WITH THE NORTH/SOUTH QUARTER SECTION LINE OF SAID SECTION 32; THENCE RUN S 00° 05' 53" E ALONG SAID QUARTER SECTION LINE AND ALONG THE EAST LINE OF LOT 41A OF SAID SUBDIVISION FOR 1238.83 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORD BOOK 1328 AT PAGE 12, LEE COUNTY RECORDS, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 41A; THENCE RUN S 00° 56' 02" E ALONG SAID NORTH/SOUTH QUARTER SECTION LINE AND THE EAST LINE OF LOTS 24A AND 8A OF SAID FLORIDA GULF LAND COMPANY SUBDIVISION FOR 2844.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 864.94 ACRES, MORE OR LESS.

NOTES

1. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
2. ● =PERMANENT REFERENCE MONUMENTS (P.R.M.'S) ARE TAPERED CONCRETE MONUMENTS WITH METAL DISC SET IN THE TOP BEARING THE SURVEYOR'S CERTIFICATE NUMBER, (UNLESS OTHERWISE NOTED)
3. ▪ =PERMANENT CONTROL POINTS (P.C.P.'S) ARE METAL MARKERS BEARING THE SURVEYOR'S CERTIFICATE NUMBER.
4. ALL CURVES INDICATED ARE CIRCULAR.
5. T.I.I.T.F. = BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
6. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHWEST QUARTER (SW – 1/4) OF SECTION 32 TO BEAR S 00° 56' 02" E.
7. INTERNAL MONUMENTATION IS TO BE SET IN ACCORDANCE WITH CHAPTER 177.091 OF THE FLORIDA STATUTES.



VICINITY MAP
SCALE: 1" = 1 MILE

NOTICE:

LANDS DESCRIBED IN THIS PLAT MAY BE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE, WATER AND SEWER FACILITIES BEING ACCEPTED FOR MAINTENANCE BY LEE COUNTY. ANY PURCHASER OF A LOT IN THIS SUBDIVISION IS ADVISED TO DETERMINE WHETHER THE LOT MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE OR IMPROVEMENT OF ROADS, DRAINAGE, WATER AND SEWER FACILITIES.

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT, WHETHER GRAPHIC OR DIGITAL. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WEST BAY CLUB DEVELOPMENT CORPORATION AND O'DONNEL LANDSCAPES, INC., FLORIDA CORPORATIONS, THE OWNERS OF THE HEREIN DESCRIBED LAND HAVE CAUSED THIS PLAT OF "WEST BAY CLUB, A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST AND SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G", ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, TO BE MADE AND DO HEREBY DEDICATE THE FOLLOWING:

1. ALL CONSERVATION EASEMENT AREAS AND CONSERVATION TRACTS (C) SHOWN ON THE PLAT ARE HEREBY DEDICATED TO WEST BAY CLUB COMMUNITY ASSOCIATION, INC., A FLORIDA NONPROFIT CORPORATION, TO BE HELD AND UTILIZED IN ACCORDANCE WITH AND SUBJECT TO THAT CERTAIN CONSERVATION EASEMENT GRANTED TO LEE COUNTY, FLORIDA, RECORDED IN O.R. BOOK 2937, PAGE 2210 AND CONFIRMED BY INSTRUMENT ENTITLED CONFIRMATION OF LEGAL DESCRIPTIONS, RECORDED IN O.R. BOOK 2951, PAGE 2742, ALL IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
2. ALL LAKE TRACTS (LK) SHOWN ON THE PLAT ARE HEREBY DEDICATED TO WEST BAY CLUB COMMUNITY ASSOCIATION, INC., FOR SURFACE WATER MANAGEMENT AND DRAINAGE PURPOSES.
3. ALL LAKE MAINTENANCE EASEMENTS (LME) SHOWN ON THE PLAT ARE HEREBY DEDICATED TO WEST BAY CLUB COMMUNITY ASSOCIATION, INC., FOR PURPOSES OF MAINTAINING THE LAKE TRACTS SHOWN ON THE PLAT.
4. ALL LANDSCAPE TRACTS (LS) SHOWN ON THE PLAT ARE HEREBY DEDICATED TO WEST BAY CLUB COMMUNITY ASSOCIATION, INC., FOR LANDSCAPE PURPOSES, LANDSCAPE TRACTS LS-4, LS-5 AND LS-6 ARE ALSO DEDICATED TO WEST BAY CLUB COMMUNITY ASSOCIATION, INC., FOR ENTRANCE ACCESS AND ENTRANCE MAINTENANCE PURPOSES.
5. ALL PARK TRACTS (PK) AND RECREATION TRACTS (RC) SHOWN ON THE PLAT ARE HEREBY DEDICATED TO WEST BAY CLUB COMMUNITY ASSOCIATION, INC., FOR PARK AND RECREATION PURPOSES.
6. ALL DRAINAGE EASEMENTS (DE) SHOWN ON THE PLAT ARE HEREBY DEDICATED TO WEST BAY CLUB COMMUNITY ASSOCIATION, INC., FOR DRAINAGE AND SURFACE WATER WATER MANAGEMENT PURPOSES.
7. ALL DRAINAGE TRACTS (DT) SHOWN ON THE PLAT ARE HEREBY DEDICATED TO WEST BAY CLUB COMMUNITY ASSOCIATION, INC., FOR DRAINAGE AND SURFACE WATER MANAGEMENT PURPOSES.
8. ALL UTILITY EASEMENTS (UE) SHOWN ON THE PLAT ARE HEREBY DEDICATED AS NON-EXCLUSIVE UTILITY EASEMENTS FOR USE BY UTILITY COMPANIES PROVIDING ELECTRICAL SERVICE, CABLE TV SERVICE, TELEPHONE SERVICE, WATER SERVICE, SEWER SERVICE AND ALL OTHER PUBLIC UTILITY SERVICES.
9. ALL ROAD TRACTS (RT) SHOWN ON THE PLAT ARE HEREBY DEDICATED TO WEST BAY CLUB COMMUNITY ASSOCIATION, INC., FOR ROADWAY PURPOSES FOR THE BENEFIT OF ALL REAL PROPERTY WITHIN WEST BAY CLUB, A SUBDIVISION, INCLUDING, WITHOUT LIMITATION, THE GOLF COURSE TRACTS, CART PATH TRACTS, PRACTICE RANGE TRACTS AND COUNTRY CLUB TRACTS SHOWN ON THE PLAT. ALL ROAD TRACTS ARE ALSO HEREBY DEDICATED AS NON-EXCLUSIVE UTILITY EASEMENTS FOR USE BY UTILITY COMPANIES PROVIDING ELECTRICAL SERVICE, CABLE TV SERVICE, TELEPHONE SERVICE, WATER SERVICE, SEWER SERVICE AND ALL OTHER PUBLIC UTILITY SERVICES.
10. ALL GOLF COURSE TRACTS (GC), ALL CART PATH TRACTS (CP), ALL COUNTRY CLUB TRACTS (CC) AND ALL PRACTICE RANGE TRACTS (PR) ARE HEREBY RESERVED TO WEST BAY CLUB DEVELOPMENT CORPORATION, FOR FUTURE DEVELOPMENT, EXCEPT FOR THE FOREGOING DEDICATIONS NUMBERED 1 THROUGH 9, THIS PLAT DOES NOT CREATE NEW PUBLIC OR PRIVATE PROPERTY RIGHTS IN ANY REDEFINED COUNTRY CLUB TRACTS, CART PATH TRACTS, GOLF COURSE TRACTS, OR PRACTICE RANGE TRACTS DEPICTED ON THIS PLAT.
11. ALL MULTI-FAMILY TRACTS (MF) ARE HEREBY RESERVED TO WEST BAY CLUB DEVELOPMENT CORPORATION FOR FUTURE RESIDENTIAL DEVELOPMENT.
12. ALL FUTURE DEVELOPMENT TRACTS (FD) ARE HEREBY RESERVED TO WEST BAY CLUB DEVELOPMENT CORPORATION FOR FUTURE DEVELOPMENT.
13. IN CONNECTION WITH, AND SUBJECT TO, THE FOREGOING DEDICATIONS NUMBERED 1 THROUGH 9, THE PROPERTY RIGHTS PROVIDED FOR BY ANY DECLARATION OF RESTRICTIVE COVENANTS PERTAINING TO THE WEST BAY CLUB COMMUNITY ASSOCIATION, INC., A FLORIDA NONPROFIT CORPORATION, ARE HEREBY RESERVED FOR THE USES AND PURPOSES SET FORTH IN SAID DECLARATION.

WITNESSES

PRINT NAME: Brian R. Nielsen

PRINT NAME: Stephen Z. Cabinet

WEST BAY CLUB DEVELOPMENT CORPORATION

BY: Frank Izzo
FRANK IZZO
PRESIDENT

WITNESSES

PRINT NAME: Patricia O'Donnell

PRINT NAME: Mark S. Davis

O'DONNELL LANDSCAPES, INC.

BY: Albert B. O'Donnell
ALBERT B. O'DONNELL
PRESIDENT

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 16th DAY OF January, 1998, BY FRANK IZZO, PRESIDENT OF WEST BAY CLUB DEVELOPMENT CORPORATION. A FLORIDA CORPORATION, HE IS PERSONALLY KNOWN TO ME.

NOTARY PUBLIC - STATE OF FLORIDA

Sheila B. Conway
NAME - PRINTED

CC558205 7/25/00
COMMISSION # MY COMMISSION EXPIRES

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 16th DAY OF January, 1998, BY ALBERT B. O'DONNELL, PRESIDENT OF O'DONNELL LANDSCAPES, INC., A FLORIDA CORPORATION. HE IS PERSONALLY KNOWN TO ME.

NOTARY PUBLIC - STATE OF FLORIDA

Sheila B. Conway
NAME - PRINTED

CC558205 7/25/00
COMMISSION # MY COMMISSION EXPIRES

CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF "WEST BAY CLUB, A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST AND SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G", ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. I FURTHER CERTIFY THAT PERMANENT REFERENCE MONUMENTS (PRMS) HAVE BEEN PLACED AT THE LOCATIONS SHOWN ON THE PLAT.

DONE THIS 13TH DAY OF JANUARY, 1998.

W. Britt Pomeroy, Jr. (FOR THE FIRM-LB 3191)
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4448
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

APPROVALS

THIS PLAT IS ACCEPTED AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS LEE COUNTY, FLORIDA THIS 18th DAY OF January, 1999.

CHAIRMAN OF THE BOARD
PRINT NAME: Ray Judah

COUNTY ATTORNEY
PRINT NAME: PATRICK G. WHITE

DIRECTOR, DEPARTMENT OF COMMUNITY DEVELOPMENT
PRINT NAME: MARY GIBBS

CLERK OF COURT
PRINT NAME: Charlie Green

DIVISION OF DEVELOPMENT SERVICES
PRINT NAME: Walter J.M. Castera

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF "WEST BAY CLUB, A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST AND SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G".

APPROVALS CONTINUED

4547980

ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, WAS FILED FOR RECORD AT 12:03:34 P.M., THIS 18th DAY OF January, 1999 AND DULY RECORDED IN PLAT BOOK 62 AT PAGES 79 THROUGH 111 PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

CLERK OF THE CIRCUIT COURT
IN AND FOR LEE COUNTY
PRINT NAME: Charlie Green

REVIEW BY THE DESIGNATED COUNTY PSM DETERMINED THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF F.S. CH. 177, PART I

TITLE: D.C.P.S.M.
PRINT NAME: Allen L. Bowler

WEST BAY CLUB
DEVELOPMENT ORDER
DCI97-077-0020
NO. 97-11-377.00D

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

PLAT BOOK 62 PAGE 80

SHEET 2 OF 33

WEST BAY CLUB

A SUBDIVISION IN
SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS
(PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN
SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

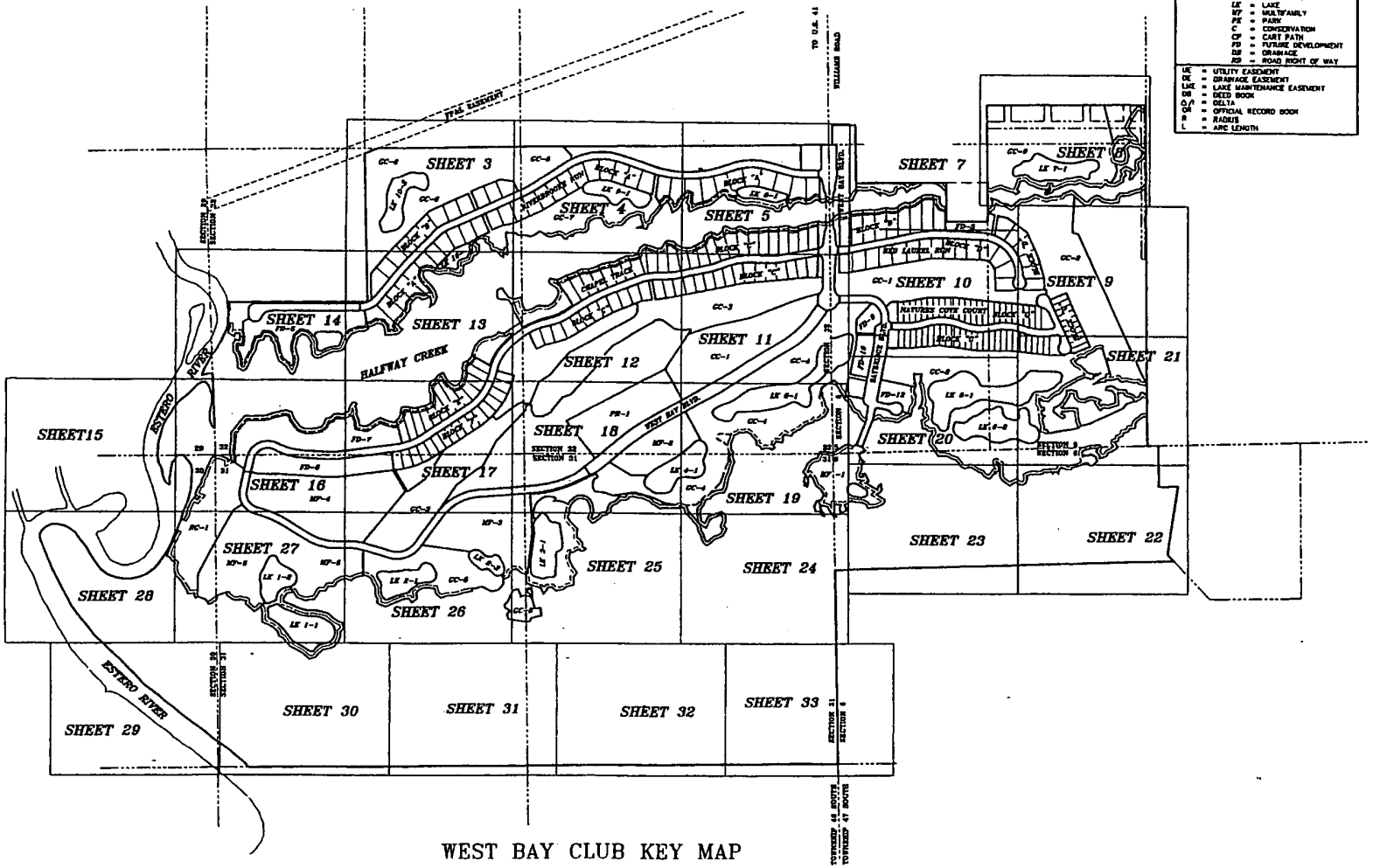
NORTH
0 200 400 800
SCALE: 1" = 400'

LEGEND

TRACTS

RC	=	RECREATION
RCC	=	RECREATION CLUBHOUSE
CC	=	COUNTRY CLUB
GC	=	GOLF COURSE
LS	=	LANDSCAPE
LK	=	LAKE
MF	=	MULTIFAMILY
PK	=	PARK
C	=	CONSERVATION
CP	=	CART PATH
FD	=	FUTURE DEVELOPMENT
DR	=	DRAINAGE
RW	=	ROAD RIGHT OF WAY

UE	=	UTILITY EASEMENT
DE	=	DRAINAGE EASEMENT
LME	=	LAKE MAINTENANCE EASEMENT
DB	=	DEED BOOK
Δ	=	DELTA
OR	=	OFFICIAL RECORD BOOK
R	=	RADIUS
L	=	ARC LENGTH



WEST BAY CLUB KEY MAP

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

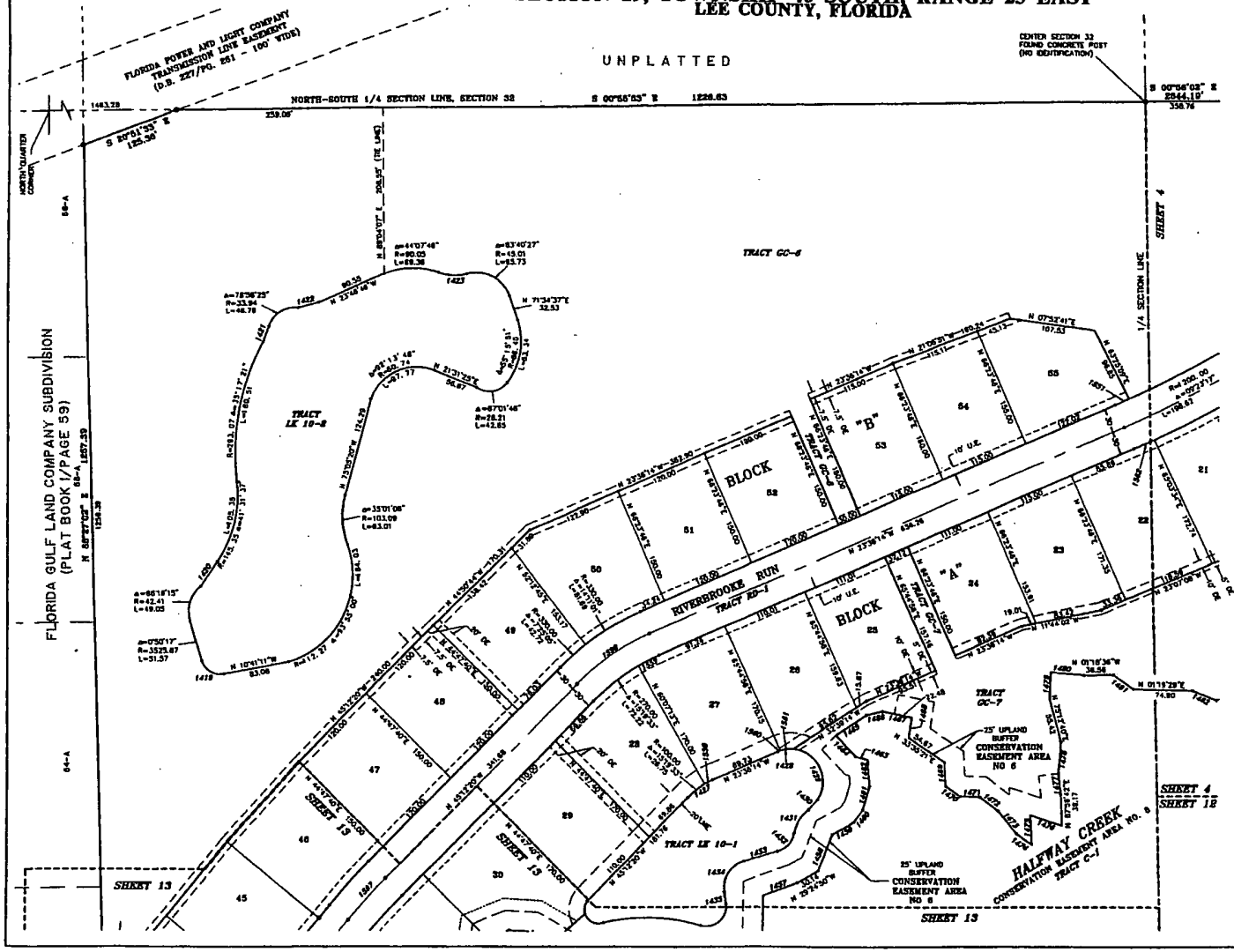
PLAT BOOK 62 PAGE 81

SHEET 3 OF 33

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

0 30 60 120
SCALE: 1" = 60'



LEGEND

TRACTS

RC	=	RECREATION
PR	=	PRACTICE RANGE
CC	=	COUNTRY CLUB
GC	=	GOLF COURSE
LS	=	LANDSCAPE
LE	=	LAKE
PK	=	PARK
C	=	CONSERVATION
CP	=	CART PATH
FD	=	FUTURE DEVELOPMENT
DR	=	DRAINAGE
RW	=	ROAD RIGHT OF WAY

UE	=	UTILITY EASEMENT
DE	=	DRAINAGE EASEMENT
LME	=	LAKE MAINTENANCE EASEMENT
DB	=	DEED BOOK
Δ	=	DELTA
OR	=	OFFICIAL RECORD BOOK
R	=	RADIUS
L	=	ARC LENGTH
	=	MATCH LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2218-2272

CURVE DATA

	DELTA/BEARING	RADIUS	LGH./DIST.
1418	83°30'39"	24.46	35.79
1423	35°31'52"	58.37	36.94
1427	21°36'06"	100.00	37.70
1428	27°49'14"	40.51	19.67
1429	119°08'51"	40.51	84.24
1431	40°00'26"	50.00	34.91
1432	62°12'55"	30.00	32.56
1434	81°37'28"	35.00	49.86
1551	0°58'11"	1170.00	19.80
1538	6°18'33"	100.00	10.95
1539	9°18'33"	270.00	29.57
1540	4°53'42"	40.51	3.46
1541	32°55'32"	40.51	18.21
1542	1°20'12"	1230.00	28.69
1577	5°21'34"	750.00	70.15
1598	21°38'08"	300.00	113.11

LINE DATA

	DELTA/BEARING	LGH./DIST.
1420	N 55°29'55"W	36.70
1421	N 71°15'43"W	21.31
1422	N 19°15'56"W	39.32
1430	N 48°13'37"W	17.12
1433	N 18°14'10"W	43.48
1435	N 82°08'23"E	15.83
1457	N 20°38'23"W	45.58
1458	N 68°32'50"W	48.54
1459	N 28°48'24"W	31.37
1460	N 53°48'08"W	18.88
1461	N 7°33'39"W	30.93
1462	N 83°32'30"E	33.17
1463	N 13°56'17"E	18.09
1464	N 48°11'32"E	35.99
1465	N 32°39'14"W	46.68
1466	N 12°34'16"W	21.16
1467	N 11°31'22"E	37.81
1468	N 80°37'54"W	25.29
1469	N 67°04'32"E	29.61
1470	N 35°14'51"E	22.01
1471	N 01°44'01"E	25.31
1472	N 37°07'11"E	29.35
1473	N 50°31'17"E	37.01
1474	N 34°29'44"E	33.77
1475	N 89°30'04"E	38.47
1476	N 19°17'06"E	41.52
1477	N 83°15'41"E	26.16
1478	N 65°30'36"W	39.48
1479	N 87°28'53"W	33.35
1480	N 03°05'00"E	41.09
1481	N 33°10'00"E	30.74
1482	N 23°59'37"E	32.09

PREPARED BY:
JOHNSON ENGINEERING, INC.
8150 JOHNSON STREET
FORT MYERS, FLORIDA 33907

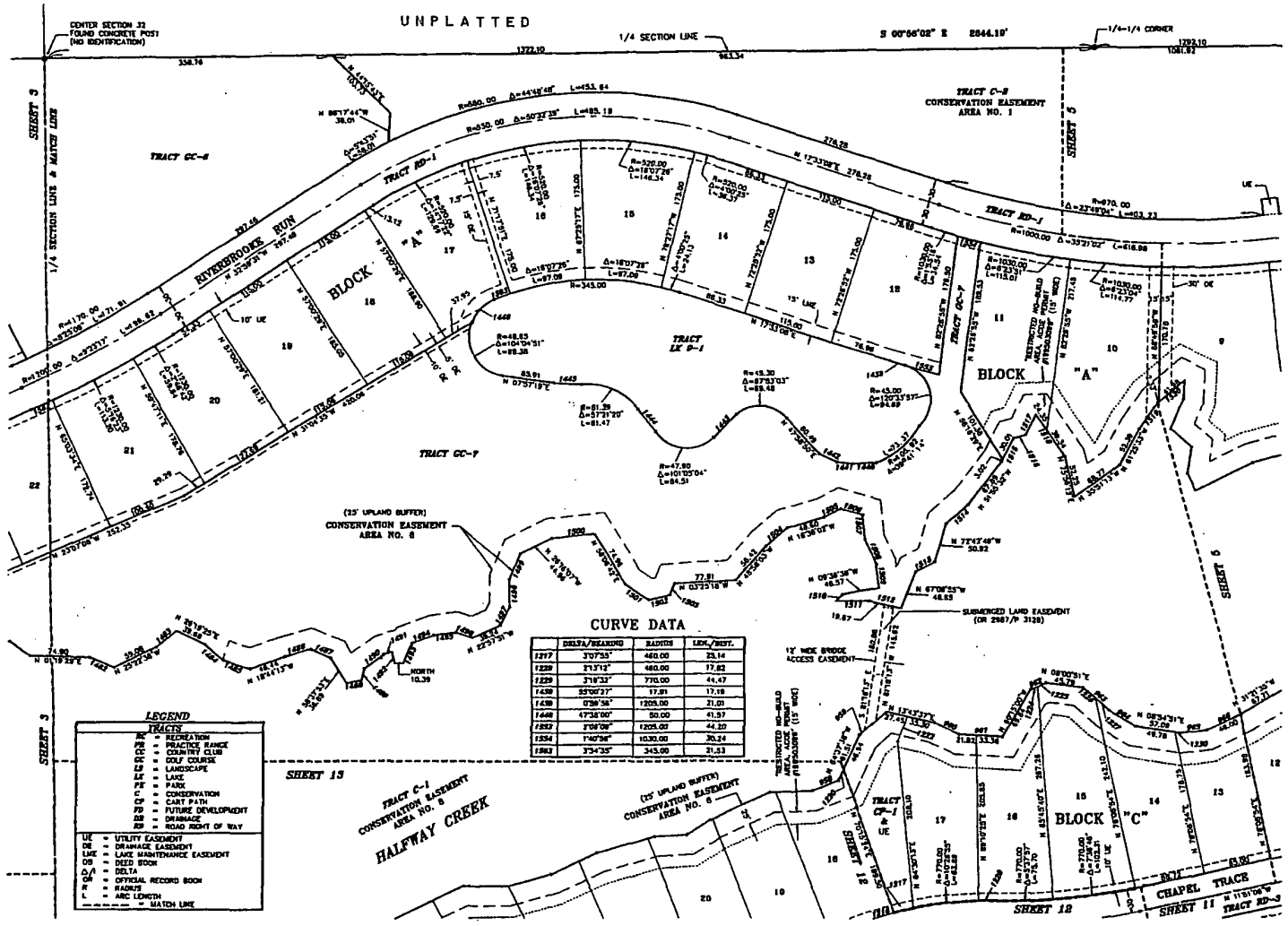
PLAT BOOK 62 PAGE 12

SHEET 4 OF 33

WEST BAY CLUB

A SUBDIVISION IN
SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

CONSERVATION EASEMENT AREA NO 1 = OR 2981/PAGE 582-643
CONSERVATION EASEMENT AREA NO 2 = OR 2981/PAGE 582-643
CONSERVATION EASEMENT AREA NO 3 = OR 2981/PAGE 582-643
CONSERVATION EASEMENT AREA NO 4 = OR 2981/PAGE 582-643
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2216-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2981/PAGE 582-643
CONSERVATION EASEMENT AREA NO 7 = OR 2981/PAGE 582-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2216-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2216-2272



CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
1217	3°07'55"	460.00	25.14
1228	2°13'12"	460.00	17.82
1229	3°18'32"	770.00	44.47
1438	55°06'27"	17.91	17.18
1439	0°38'58"	1205.00	21.01
1448	47°38'00"	50.00	41.57
1502	2°08'09"	1205.00	44.97
1504	1°40'56"	1030.00	30.24
1563	3°34'35"	345.00	21.53

LEGEND

TRACTS
RC = RECREATION
PR = PRACTICE RANGE
CC = COUNTRY CLUB
GC = GOLF COURSE
LS = LANDSCAPE
LK = LAKE
PK = PARK
C = CONSERVATION
CP = CART PATH
FD = FUTURE DEVELOPMENT
DB = DRAINAGE
RW = ROAD RIGHT OF WAY

UE = UTILITY EASEMENT
DE = DRAINAGE EASEMENT
LME = LAKE MAINTENANCE EASEMENT
OR = DEED BOOK
D,Δ = DELTA
ROR = OFFICIAL RECORD BOOK
R = RADIUS
L = ARC LENGTH
= MATCH LINE

LINE DATA

	DELTA/BEARING	LEN./DIST.
955	N 15°33'18"W	55.02
956	N 02°18'24"W	40.87
957	N 32°28'08"W	34.13
958	N 21°08'25"W	33.27
959	N 41°39'37"W	45.26
960	N 33°58'51"E	35.22
961	N 03°43'34"E	55.18
962	N 24°44'43"W	21.62
963	N 42°50'25"E	43.37
964	N 31°10'31"E	38.60
965	N 08°42'51"W	33.58
966	N 25°28'34"W	47.22
1218	N 24°42'08"W	4.08
1219	N 02°08'31"W	7.16
1220	N 84°37'38"W	14.57
1221	N 13°43'27"E	27.45
1222	N 69°11'15"W	33.83
1223	N 03°43'34"E	21.82
1224	N 24°44'43"W	8.43
1225	N 24°44'43"W	12.00
1226	N 42°50'25"E	20.47
1227	N 42°50'25"E	22.80
1230	N 08°54'51"E	7.31
1231	N 24°58'14"E	1.77
1440	N 03°11'37"W	30.23
1441	N 07°25'35"E	19.57
1442	N 23°33'30"E	24.43
1443	N 45°03'31"W	41.32
1444	N 51°43'38"E	35.87
1445	N 02°38'24"E	35.30
1482	N 23°55'37"E	33.09
1483	N 39°17'08"W	32.77
1484	N 39°43'01"E	29.92
1485	N 18°16'27"E	35.92
1486	N 15°14'18"W	34.08
1487	N 23°17'38"E	29.36
1488	N 11°18'58"W	19.29
1489	N 75°58'17"W	14.29
1490	N 35°33'11"W	29.80
1491	N 16°26'41"W	10.65
1492	N 75°58'17"E	14.29
1493	N 68°48'48"W	28.39
1494	N 20°34'01"W	28.39
1495	N 07°07'44"W	37.87
1496	N 16°24'34"E	20.75
1497	N 82°22'54"W	23.47
1498	N 89°48'23"W	34.80
1499	N 67°33'10"W	34.27
1500	N 05°47'19"W	84.05
1501	N 31°28'23"E	35.19
1502	N 12°34'34"W	27.11
1503	N 68°48'44"W	15.12
1504	N 40°41'57"W	35.62
1505	N 27°34'38"W	23.59
1506	N 16°28'34"E	28.34
1507	N 85°09'10"E	30.96
1508	N 65°10'41"E	34.20
1509	N 82°18'18"E	30.17
1510	N 44°10'28"W	11.99
1511	N 00°09'00"E	41.35
1512	N 12°19'40"E	41.74
1513	N 27°03'57"W	26.43
1514	N 41°18'57"W	37.96
1515	N 62°31'03"W	33.03
1516	N 14°28'31"W	15.92
1517	N 63°39'23"W	29.89
1518	N 58°33'07"E	63.89
1519	N 84°45'27"W	36.03
1520	N 39°48'47"W	44.30
1552	N 40°41'08"W	58.32
1555	N 73°08'07"W	66.53
1556	N 71°17'48"E	53.36
1557	N 37°39'58"W	1.68
1574	N 00°28'48"W	15.34
1581	N 39°48'27"W	47.24
1582	N 06°57'37"E	12.98

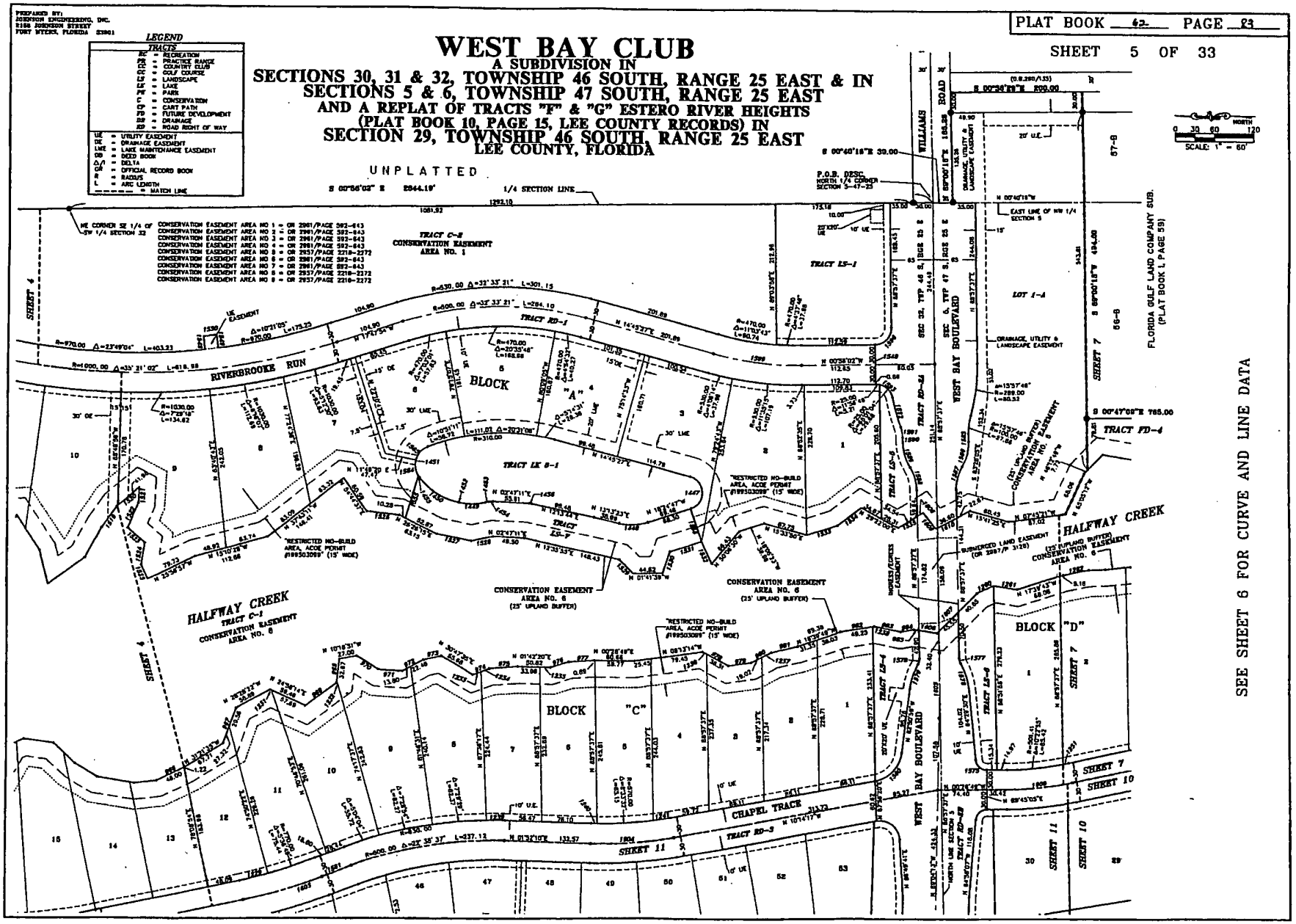
PREPARED BY:
JOHNSON ENGINEERING, INC.
9188 JOHNSON STANLEY
FORT MYERS, FLORIDA 33901

PLAT BOOK 42 PAGE 83

SHEET 5 OF 33

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA



PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

PLAT BOOK 62 PAGE 94

SHEET 6 OF 33

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST

LEE COUNTY, FLORIDA

CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
1339	3°16'33"	770.00	44.47
1339	3°39'10"	630.00	28.63
1340	0°54'19"	570.00	9.01
1341	2°36'36"	570.00	26.30
1329	3°16'33"	770.00	44.47
1447	148°49'46"	25.00	64.07
1448	31°38'10"	80.00	44.17
1449	23°00'09"	100.00	40.15
1450	40°44'04"	100.00	71.10
1451	101°34'07"	30.00	53.18
1454	14°30'21"	25.00	6.33
1455	4°33'27"	30.00	2.39
1456	8°44'45"	25.00	3.82
1530	112°13"	950.00	20.00
1531	0°58'11"	1170.00	19.80
1532	2°08'08"	1205.00	44.20
1534	1°40'56"	1030.00	30.24
1538	8°16'33"	100.00	10.95
1539	8°16'33"	270.00	29.57
1580	4°53'42"	40.51	3.48
1581	22°59'32"	40.51	16.21
1582	1°20'13"	1230.00	28.69
1583	3°34'35"	343.00	21.53
1564	47°24'38"	30.00	24.82
1565	54°08'29"	30.00	28.36
1566	104°57'51"	55.00	100.75
1567	234°06'42"	55.00	224.73
1568	84°31'18"	17.00	25.08
1569	11°23'22"	531.41	105.64
1570	38°10'30"	90.00	59.97
1571	248°03'11"	55.00	238.18
1572	320°49'07"	90.00	50.37
1573	11°32'22"	471.41	93.71
1575	94°56'16"	17.00	25.20
1576	24°08'22"	105.00	44.18
1577	28°34'29"	16.78	8.37
1578	30°07'53"	17.80	9.28
1579	21°56'30"	103.00	40.21
1580	72°38'42"	49.06	62.17
1582	184°45'30"	68.53	197.03
1583	34°59'03"	91.00	87.33
1584	97°03'58"	30.00	50.82
1586	30°41'00"	75.00	40.18
1587	30°41'00"	67.86	36.34
1586	30°41'00"	75.00	40.18
1587	30°41'00"	67.86	36.34
1588	30°41'01"	67.86	36.34
1589	30°41'01"	75.00	40.16
1591	19°09'36"	80.00	16.72
1592	81°37'48"	293.00	47.20
1593	78°37'52"	25.00	34.89
1594	157°03'40"	55.00	150.77
1595	90°00'00"	45.00	70.69
1596	90°06'21"	25.00	39.32
1597	5°21'34"	750.00	70.15
1598	21°36'08"	300.00	113.11
1599	15°41'29"	500.00	136.93
1600	11°23'22"	501.41	99.67
1604	12°08'27"	600.00	126.79
1608	0°38'10"	2908.70	99.98

LINE DATA

	DELTA/BEARING	LEN./DIST.
865	N 08°42'53"W	33.59
866	N 25°28'34"W	47.22
867	N 70°18'34"W	58.88
868	N 37°00'18"W	58.81
869	N 83°18'38"W	38.43
870	N 32°46'39"E	38.58
871	N 03°31'08"E	37.08
872	N 29°40'21"W	36.26
873	N 12°14'18"W	37.87
874	N 16°37'16"W	28.91
875	N 03°58'14"W	43.78
876	N 17°20'58"W	29.54
877	N 02°48'55"W	38.95
878	N 28°14'58"E	45.38
879	N 07°45'56"W	34.77
880	N 27°19'38"W	35.61
881	N 12°41'15"W	41.06
882	N 09°08'50"W	51.89
883	N 11°35'54"E	40.50
884	N 09°22'16"W	20.89
885	N 08°08'35"E	7.49
1230	N 08°34'51"E	7.32
1231	N 24°58'14"E	1.77
1232	N 83°19'38"W	3.78
1233	N 16°37'16"W	13.53
1234	N 19°37'16"W	13.58
1235	N 01°42'20"E	16.88
1236	N 28°14'58"E	7.08
1237	N 27°19'38"W	16.58
1238	N 09°08'50"W	3.43
1239	N 45°21'42"W	46.85
1240	N 23°55'18"W	27.18
1241	N 08°48'58"E	33.75
1242	N 11°02'49"W	39.27
1452	N 11°16'58"E	1.88

LINE DATA

	DELTA/BEARING	LEN./DIST.
1453	N 11°43'10"W	5.61
1518	N 54°45'27"W	39.03
1520	N 39°48'47"W	44.30
1521	N 67°00'22"W	23.11
1522	N 68°36'29"W	40.77
1523	N 41°29'35"E	34.75
1524	N 80°53'58"W	33.96
1525	N 84°41'12"E	33.56
1526	N 09°18'08"E	50.17
1527	N 11°18'58"E	53.84
1528	N 11°43'10"W	33.33
1529	N 44°23'43"E	30.63
1530	N 71°23'17"W	34.18
1531	N 18°24'43"W	50.85
1532	N 63°36'29"E	37.74
1533	N 17°37'08"W	48.31
1534	N 36°36'11"W	46.02
1535	N 32°05'24"W	44.98
1536	N 28°24'03"W	22.67
1537	N 48°13'48"W	40.88
1538	N 09°25'18"E	45.37
1539	N 77°28'15"E	28.30
1540	N 48°34'47"E	20.84
1541	N 68°14'21"W	42.39
1542	N 30°17'27"E	32.74
1543	N 58°30'48"E	42.98
1544	N 02°19'41"E	29.67
1545	N 58°28'36"E	21.05
1546	N 49°27'42"E	43.80
1547	N 28°25'04"E	24.54
1548	N 88°57'37"E	80.00
1549	N 83°08'47"E	20.00
1552	N 48°41'08"W	38.32
1555	N 73°09'07"W	68.53
1556	N 7°17'46"E	53.39
1557	N 32°38'58"W	1.68
1574	N 00°28'48"W	15.34
1581	N 20°48'27"W	47.24
1589	N 88°57'37"E	12.98
1590	N 88°57'37"E	7.39
1606	N 08°08'35"E	35.39
1607	N 48°21'42"E	86.40
1608	N 32°05'24"E	10.45
1609	N 32°45'09"E	31.38
1610	N 28°24'03"E	59.27

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

PLAT BOOK 62 PAGE 85

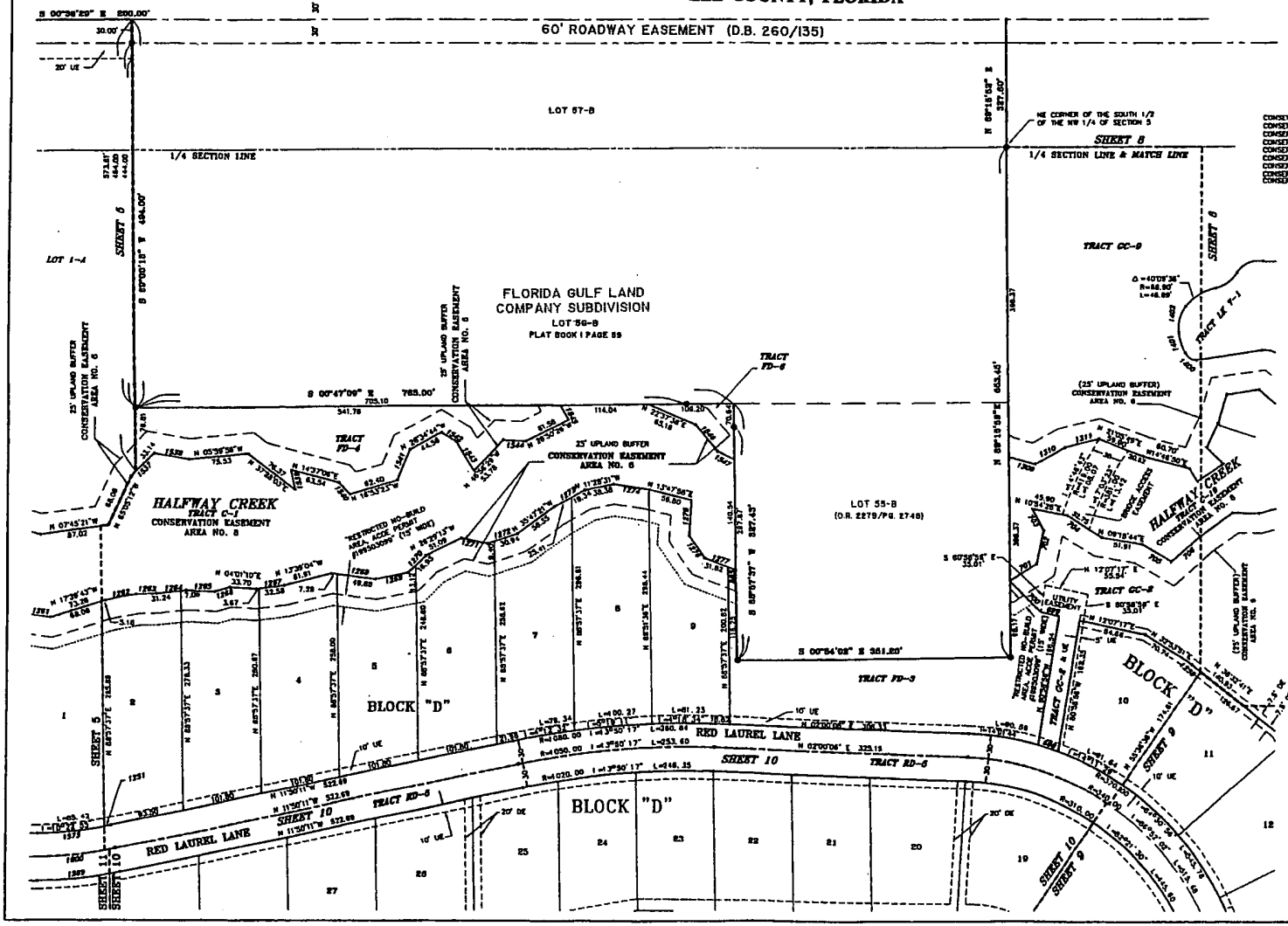
SHEET 7 OF 33

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST

LEE COUNTY, FLORIDA

SCALE: 1" = 60'



LEGEND

TRACTS

RC	= RECREATION
PR	= PRACTICE RANGE
CC	= COUNTRY CLUB
GC	= GOLF COURSE
LS	= LANDSCAPE
LK	= LAKE
PK	= PARK
C	= CONSERVATION
CP	= CART PATH
FD	= FUTURE DEVELOPMENT
DR	= DRAINAGE
RW	= ROAD RIGHT OF WAY

UE	= UTILITY EASEMENT
DE	= DRAINAGE EASEMENT
LME	= LAKE MAINTENANCE EASEMENT
DB	= DEED BOOK
Δ	= DELTA
OR	= OFFICIAL RECORD BOOK
R	= RADIUS
L	= ARC LENGTH
	= MATCH LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2937/PAGE 2210-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2937/PAGE 2210-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2937/PAGE 2210-2272

CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
699	4°10'03"	370.00	26.97
1231	1°29'51"	531.41	13.27
1253	2°33'16"	1020.00	46.07
1349	11°23'22"	531.41	105.64
1372	11°23'22"	471.41	93.71
1628	11°23'22"	501.41	99.67

LINE DATA

	DELTA/BEARING	LEN./DIST.
699	N 12°07'17"E	23.92
700	N 45°05'31"E	36.20
701	N 33°02'59"W	40.90
702	N 78°43'33"W	43.68
703	N 61°03'38"E	31.03
704	N 33°13'04"E	51.29
705	N 30°26'58"E	43.72
706	N 41°36'02"W	48.81
885	N 20°35'09"E	10.78
1254	N 07°00'08"E	1.81
1258	N 38°37'41"E	14.35
1262	N 11°02'45"W	38.37
1263	N 01°44'37"W	25.23
1264	N 08°17'19"W	38.30
1265	N 01°34'35"E	38.15
1266	N 16°39'48"W	20.40
1267	N 07°25'32"W	38.35
1268	N 07°10'48"E	37.18
1269	N 11°39'35"W	41.68
1270	N 44°50'28"W	30.07
1271	N 11°47'22"E	33.50
1272	N 18°36'11"W	40.34
1273	N 28°24'58"W	44.78
1274	N 08°16'43"E	45.16
1275	N 88°31'31"W	44.85
1276	N 54°51'05"E	34.89
1277	N 20°35'09"E	42.57
1309	N 13°50'30"E	34.87
1310	N 29°34'08"W	44.33
1311	N 14°10'04"W	44.35
1312	N 59°17'17"E	19.88
1537	N 46°12'48"W	40.88
1538	N 69°23'19"E	45.37
1539	N 77°29'15"E	26.30
1540	N 48°54'47"E	20.64
1541	N 68°14'31"W	42.89
1542	N 30°17'27"E	22.74
1543	N 59°56'48"E	43.58
1544	N 07°16'41"E	29.87
1545	N 59°35'39"E	21.05
1546	N 49°37'41"E	43.80
1547	N 28°25'01"E	24.54

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

PLAT BOOK 62 PAGE 86

SHEET 8 OF 33

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

SCALE: 1" = 60'

LEGEND

TRACTS
- RC = RECREATION
- PCR = PRACTICE RANGE
- CC = COUNTRY CLUB
- GC = GOLF COURSE
- LS = LANDSCAPE
- LK = LAKE
- PK = PARK
- C = CONSERVATION
- CP = CART PATH
- FD = FUTURE DEVELOPMENT
- DE = DRAINAGE
- ROW = ROAD RIGHT OF WAY

- UE = UTILITY EASEMENT
- DE = DRAINAGE EASEMENT
- LME = LAKE MAINTENANCE EASEMENT
- OR = DEED BOOK
- Δ = DELTA
- ORB = OFFICIAL RECORD BOOK
- R = RADIUS
- L = ARC LENGTH
- = MATCH LINE

UNRECORDED ESTERO SPRINGS

60' ROADWAY EASEMENT (DB 260/PG 135)

CONSERVATION EASEMENT AREA NO 1 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2857/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2857/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2857/PAGE 2218-2272

TRACT GC-9
TRACT C-9 CONSERVATION EASEMENT AREA NO. 4
TRACT LE F-1
TRACT C-8 CONSERVATION EASEMENT AREA NO. 5
TRACT C-7 CONSERVATION EASEMENT AREA NO. 6
25' UPLAND BUFFER CONSERVATION EASEMENT AREA NO. 6
TRACT C-10 CONSERVATION EASEMENT AREA NO. 8
TRACT C-9 CONSERVATION EASEMENT AREA NO. 3
TRACT GC-8
TRACT FD-3
TRACT GC-4
HALFWAY CREEK
BLOCK "D"
SHEET 7
SHEET 8
SHEET 9
1/4 SECTION LINE
NE CORNER SOUTH 1/2 NORTHWEST 1/4 SECTION 5
FLORIDA GULF LAND COMPANY SUBDIVISION (PLAT BOOK 1/PAGE 59)
SUBMERGED LAND EASEMENT (OR 2981/P 3135)
UTILITY EASEMENT
5' UE
15' WIDE ACCESS EASEMENT
15' WIDE BRIDGE ACCESS EASEMENT
25' WIDE ACCESS EASEMENT
23-8
24-8
55-8
56-8
57-8

CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
698	4°10'05"	370.00	26.92
1400	57°08'55"	17.45	17.40
1401	22°12'17"	73.92	28.65
1402	44°20'28"	45.07	34.88
1403	45°39'49"	42.20	33.63
1404	97°30'57"	32.80	38.85
1405	8°45'49"	227.80	34.81
1406	52°12'16"	26.95	24.56
1407	23°16'37"	80.61	24.68
1408	139°48'30"	22.89	55.37
1409	38°26'33"	25.00	17.21
1411	11°21'08"	50.00	9.91
1413	24°06'18"	100.00	42.13
1414	21°33'41"	100.00	37.63
1416	25°05'47"	50.00	21.90
1419	90°45'43"	25.00	22.19

LINE DATA

	DELTA/BEARING	LEN./DIST.		DELTA/BEARING	LEN./DIST.
699	N 12°07'17"E	23.97	1315	N 73°16'02"W	38.70
700	N 45°05'31"E	56.20	1316	N 41°48'48"E	45.98
701	N 33°02'58"W	48.90	1317	N 16°42'38"E	37.04
702	N 78°43'33"W	43.66	1318	N 01°48'02"E	53.33
703	N 61°02'38"E	31.05	1319	N 78°37'05"W	48.52
704	N 32°13'04"E	51.29	1320	N 15°09'04"E	12.37
705	N 30°28'56"E	43.73	1321	N 70°19'05"W	61.51
706	N 41°36'02"W	48.81	1322	N 82°41'12"E	36.28
707	N 35°52'00"W	51.14	1323	N 48°35'58"W	21.98
708	N 01°22'28"E	33.34	1324	N 78°20'07"W	16.42
709	N 15°11'26"W	34.87	1325	N 21°57'00"W	37.84
710	N 20°13'34"W	38.71	1326	N 61°43'05"W	28.88
711	N 00°17'36"E	33.03	1327	N 05°04'08"W	19.28
712	N 50°12'40"W	24.72	1328	N 25°27'37"W	45.82
713	N 43°53'10"E	52.33	1329	N 10°59'04"W	36.58
714	N 41°16'30"E	58.39	1330	N 14°56'48"E	30.48
715	N 38°26'38"E	44.64	1331	N 25°10'05"W	42.95
716	N 05°07'09"W	20.98	1332	N 19°34'14"E	36.87
717	N 32°43'45"W	40.18	1333	N 23°34'31"E	33.42
718	N 28°37'51"W	45.87	1334	N 14°50'57"E	36.30
719	N 11°18'14"E	30.10	1335	N 57°25'32"E	16.78
720	N 37°53'08"E	36.85	1336	N 03°03'37"W	39.88
721	N 11°13'39"E	39.84	1337	N 88°43'26"W	35.00
722	N 04°36'55"E	34.97	1338	N 43°27'32"W	33.16
723	N 08°44'20"W	36.32	1339	N 58°37'38"E	38.23
724	N 85°47'51"W	25.81	1340	N 39°37'02"W	20.94
725	N 45°02'32"W	44.32	1341	N 25°55'32"E	60.72
726	N 00°01'38"E	64.43	1342	N 03°25'58"E	23.80
727	N 43°28'55"W	24.44	1343	N 39°34'55"W	36.85
728	N 01°58'10"W	18.99	1344	N 47°23'08"W	48.74
729	N 26°34'29"W	23.91	1345	N 63°27'32"W	33.84
730	N 11°08'08"W	36.39	1346	N 63°36'17"E	28.70
731	N 37°34'08"W	34.17	1347	N 63°24'32"W	24.02
732	N 43°08'48"W	43.78	1348	N 30°24'38"W	38.78
733	N 88°34'40"E	34.01	1349	N 55°48'31"W	33.84
734	N 43°08'48"W	21.91	1350	N 70°44'34"W	44.08
735	N 37°34'08"W	41.78	1351	N 89°34'40"E	20.91
736	N 11°08'08"W	38.67	1352	N 25°52'01"E	38.80
737	N 26°34'29"W	27.96	1353	N 53°40'08"E	38.52
738	N 01°58'10"W	18.22	1354	N 08°38'24"E	53.80
739	N 43°28'53"W	24.85	1355	N 33°37'40"E	45.77
740	N 45°02'32"W	24.88	1356	N 55°18'31"W	33.38
741	N 85°47'51"W	36.15	1357	N 45°20'08"W	35.08
742	N 04°58'55"E	39.56	1358	N 88°37'54"E	28.34
743	N 37°53'08"E	36.88	1359	N 73°48'45"E	44.22
744	N 11°18'14"E	15.61	1360	N 78°48'07"W	48.24
745	N 26°37'51"W	31.29	1361	N 21°27'51"W	34.24
746	N 82°43'45"W	45.38	1362	N 48°39'53"W	51.51
747	N 38°26'38"E	55.10	1363	N 00°34'48"E	34.03
748	N 41°16'30"E	60.02	1364	N 43°18'51"W	14.82
749	N 43°53'10"E	4.45	1365	N 17°57'48"E	44.58
750	N 89°34'40"E	8.58	1366	N 79°43'34"E	30.84
751	N 11°22'58"E	28.18	1367	N 60°36'08"E	48.28
752	N 03°37'40"E	27.46	1368	N 28°15'58"E	68.28
753	N 15°24'16"E	18.72	1369	N 48°39'53"W	66.55
754	N 67°38'31"E	17.72	1370	N 00°34'48"E	35.81
755	N 07°56'30"W	27.53	1371	N 43°18'51"W	14.43
1308	N 15°30'30"E	34.87	1372	N 07°28'01"E	70.48
1310	N 28°34'08"W	44.53	1373	N 42°58'30"E	36.17
1311	N 14°18'06"W	44.35	1374	N 88°31'44"E	27.99
1312	N 89°13'17"E	18.88	1375	N 31°41'28"W	54.23
1313	N 44°42'23"E	29.48	1376	N 03°03'37"W	29.34
1314	N 65°34'41"W	34.53	1377	N 14°56'57"E	15.87

LINE DATA

	DELTA/BEARING	LEN./DIST.		DELTA/BEARING	LEN./DIST.
1378	N 32°08'52"W	24.42	1391	N 55°48'31"W	24.93
1379	N 73°34'10"W	53.33	1392	N 30°24'38"W	43.29
1380	N 16°31'38"E	49.50	1393	N 82°24'23"W	43.38
1381	N 31°27'51"W	55.95	1394	N 83°36'17"E	21.96
1382	N 73°48'45"E	47.31	1395	N 63°27'32"W	18.45
1383	N 89°37'54"E	12.50	1396	N 47°23'08"W	5.63
1384	N 45°20'08"W	26.88	1397	N 58°37'38"E	37.85
1385	N 88°18'31"W	11.01	1398	N 43°27'32"W	23.73
1386	N 33°37'40"E	27.23	1399	N 88°43'20"W	31.84
1387	N 08°38'24"E	48.92	1410	N 10°59'04"W	45.34
1388	N 53°40'08"E	23.82	1412	N 22°20'12"W	8.82
1389	N 25°52'01"E	27.21	1415	N 17°43'39"E	20.84
1390	N 70°44'34"W	37.38	1417	N 41°48'48"E	33.59

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

PLAT BOOK 62 PAGE 97

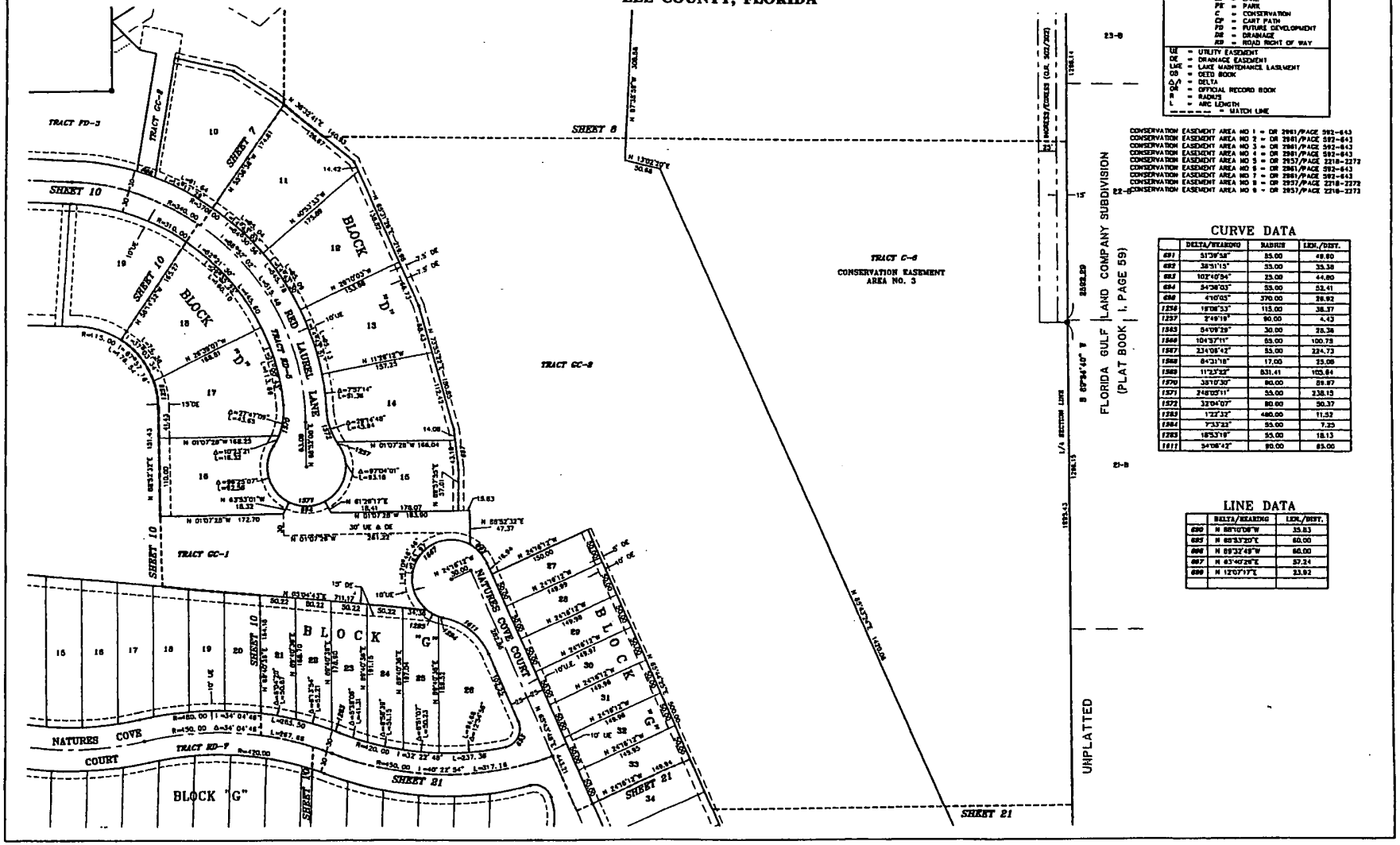
SHEET 9 OF 33

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST

LEE COUNTY, FLORIDA

NORTH
0 30 60 120
SCALE: 1" = 60'



LEGEND

TRACTS

RC	=	RECREATION
PR	=	PRACTICE RANGE
CC	=	COUNTRY CLUB
GC	=	GOLF COURSE
LS	=	LANDSCAPE
LK	=	LAKE
PK	=	PARK
C	=	CONSERVATION
CP	=	CART PATH
FD	=	FUTURE DEVELOPMENT
DR	=	DRAINAGE
RW	=	ROAD RIGHT OF WAY

UE	=	UTILITY EASEMENT
DE	=	DRAINAGE EASEMENT
LME	=	LAKE MAINTENANCE EASEMENT
OB	=	OCTO BOOK
Δ	=	DELTA
ORB	=	OFFICIAL RECORD BOOK
R	=	RADIUS
L	=	ARC LENGTH
	=	MATCH LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2218-2272

CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
681	51°39'58"	85.00	48.80
682	38°51'15"	55.00	35.38
683	102°40'04"	25.00	44.80
684	54°38'03"	55.00	52.41
686	4°10'05"	370.00	26.92
1256	19°08'13"	115.00	38.37
1257	3°49'19"	90.00	6.43
1345	54°09'29"	30.00	28.36
1346	104°37'11"	55.00	100.78
1347	234°08'42"	55.00	224.73
1348	84°31'18"	17.00	25.08
1569	11°23'32"	831.41	165.84
1570	38°10'30"	90.00	59.97
1571	248°05'11"	55.00	238.15
1572	32°04'07"	80.00	50.37
1283	1°22'32"	480.00	11.52
1284	7°33'23"	55.00	7.25
1285	18°53'19"	55.00	18.13
1611	34°06'42"	90.00	85.00

LINE DATA

	BEARING	LEN./DIST.
690	N 88°40'08"W	35.83
695	N 88°53'20"E	60.00
696	N 89°32'48"W	60.00
697	N 63°40'26"E	57.34
698	N 12°07'17"E	23.92

PREPARED BY:
JOHNSON ENGINEERING, INC.
9130 JOHNSON STREET
FORT MYERS, FLORIDA 33901

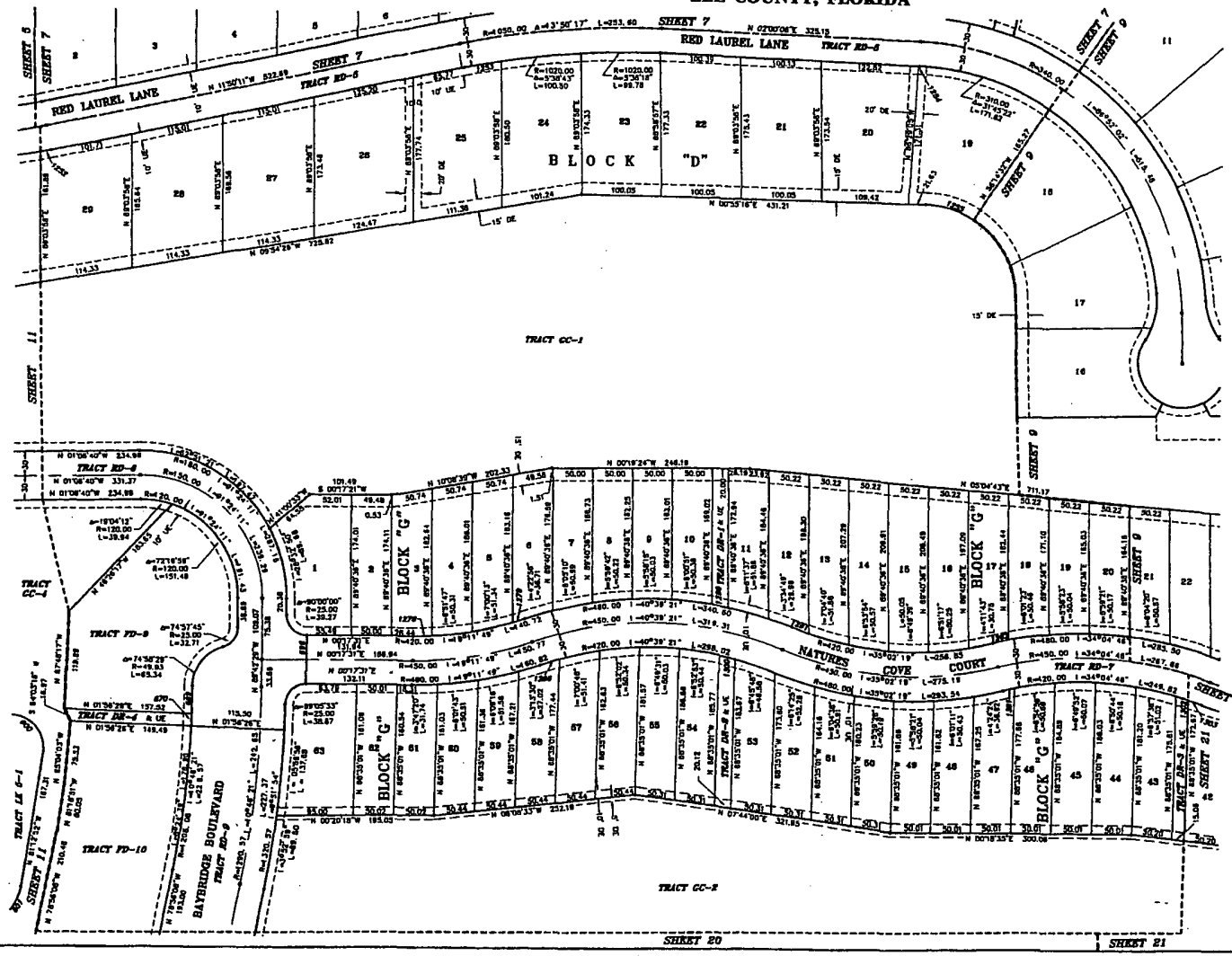
PLAT BOOK 62 PAGE 81

SHEET 10 OF 33

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

NORTH
0 30 60 120
SCALE: 1" = 60'



LEGEND

TRACTS

RC	= RECREATION
PR	= PRACTICE RANGE
CC	= COUNTRY CLUB
GC	= GOLF COURSE
LS	= LANDSCAPE
LK	= LAKE
PK	= PARK
C	= CONSERVATION
CP	= CART PATH
FD	= FUTURE DEVELOPMENT
DR	= DRAINAGE
RD	= ROAD RIGHT OF WAY

UE	= UTILITY EASEMENT
DE	= DRAINAGE EASEMENT
LME	= LAKE MAINTENANCE EASEMENT
DB	= DEED BOOK
Δ	= DELTA
OR	= OFFICIAL RECORD BOOK
R	= RADIUS
L	= ARC LENGTH
	= MATCH LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2218-2272

CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
C00	11°08'16"	40.80	79.65
C01	58°29'21"	36.82	60.36
C49	1°36'55"	1205.08	34.87
C70	0°42'47"	1205.08	15.00
C251	1°07'27"	471.41	9.29
C252	1°35'31"	831.41	13.27
C253	2°33'16"	1020.00	46.07
C253	31°46'48"	115.00	63.79
C254	18°06'53"	115.00	36.37
C270	3°11'52"	420.00	23.56
C279	2°06'37"	420.00	15.51
C280	2°35'38"	480.00	20.36
C281	3°11'06"	420.00	23.35
C282	2°34'53"	480.00	20.23
C283	1°22'32"	480.00	11.52
C284	7°33'22"	55.00	7.25
C285	18°53'19"	55.00	18.13
C298	3°30'50"	420.00	25.78
C300	2°47'29"	420.00	20.46
C301	1°57'40"	420.00	14.38
C302	2°07'36"	420.00	15.60
C303	2°26'17"	420.00	17.87

LINE DATA

	DELTA/BEARING	LEN./DIST.
B96	N 89°32'49"W	60.00
B97	N 83°40'28"E	57.24
T254	N 01°00'06"E	1.81
T267	N 23°24'28"E	17.62
T268	N 65°09'54"W	8.81
T269	N 87°28'48"W	33.13
T270	N 67°17'39"W	41.45
T271	N 83°52'24"W	69.79
T272	N 22°49'07"E	27.31
T273	N 83°37'48"E	28.17
T284	N 43°31'49"E	42.31
T285	N 80°47'40"W	35.11
T286	N 89°18'24"E	32.94
T287	N 66°40'00"E	43.04
T288	N 42°53'09"E	48.15
T299	N 58°41'58"E	68.86

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

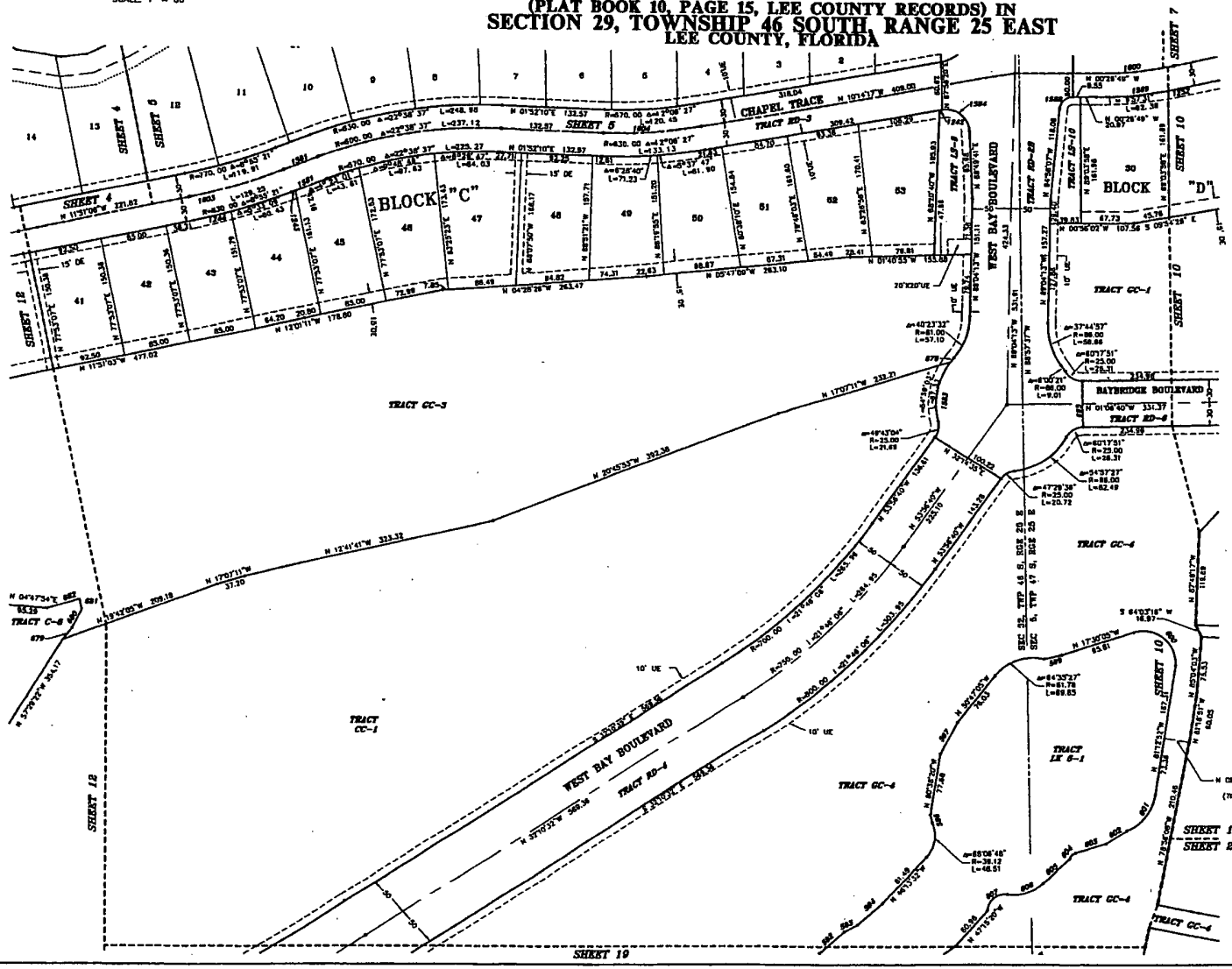
PLAT BOOK 62 PAGE 89

SHEET 11 OF 33

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

NORTH
0 30 60 120
SCALE: 1" = 60'



LEGEND

TRACTS	
RC	= RECREATION
PR	= PRACTICE RANGE
CC	= COUNTRY CLUB
GC	= GOLF COURSE
LS	= LANDSCAPE
LK	= LAKE
PK	= PARK
C	= CONSERVATION
CP	= CART PATH
FD	= FUTURE DEVELOPMENT
DR	= DRAINAGE
RW	= ROAD RIGHT OF WAY

UE	= UTILITY EASEMENT
DE	= DRAINAGE EASEMENT
LME	= LAKE MAINTENANCE EASEMENT
DB	= DEED BOOK
Δ	= DELTA
OR	= OFFICIAL RECORD BOOK
R	= RADIUS
L	= ARC LENGTH
	= MATCH LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2218-2272

CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
600	112°06'16"	40.80	79.85
601	59°29'21"	58.62	60.86
604	59°25'34"	10.74	11.14
606	50°44'02"	55.71	49.33
607	83°21'43"	23.68	37.38
678	4°01'37"	81.00	8.40
1229	3°16'32"	770.00	44.47
1230	2°36'10"	630.00	28.62
1240	0°54'18"	570.00	9.01
1241	3°38'38"	370.00	28.30
1244	3°22'12"	830.00	48.82
1568	84°31'18"	17.00	25.08
1569	11°23'22"	531.41	105.64
1583	84°36'03"	81.00	87.33
1584	97°03'58"	30.00	50.82
1600	11°23'22"	501.41	99.67
1603	8°55'21"	800.00	124.58
1604	12°08'27"	600.00	126.79

LINE DATA

	DELTA/BEARING	LEN./DIST.
592	N 40°13'34"W	43.00
593	N 27°09'48"W	19.44
594	N 39°36'02"W	42.33
596	N 77°00'45"E	10.54
597	N 62°09'58"W	47.36
599	N 14°07'27"W	23.08
602	N 32°52'18"W	31.35
603	N 18°58'17"W	40.16
605	N 42°48'52"W	45.73
608	N 32°25'09"W	56.16
679	N 80°32'16"W	10.74
680	N 81°25'40"W	26.93
681	N 77°14'44"E	13.48
682	N 15°37'56"W	43.35
685	N 88°53'20"E	80.00
1230	N 08°34'51"E	7.32
1242	N 10°14'17"W	3.44
1243	N 20°48'27"W	5.08
1581	N 20°48'27"W	47.24

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

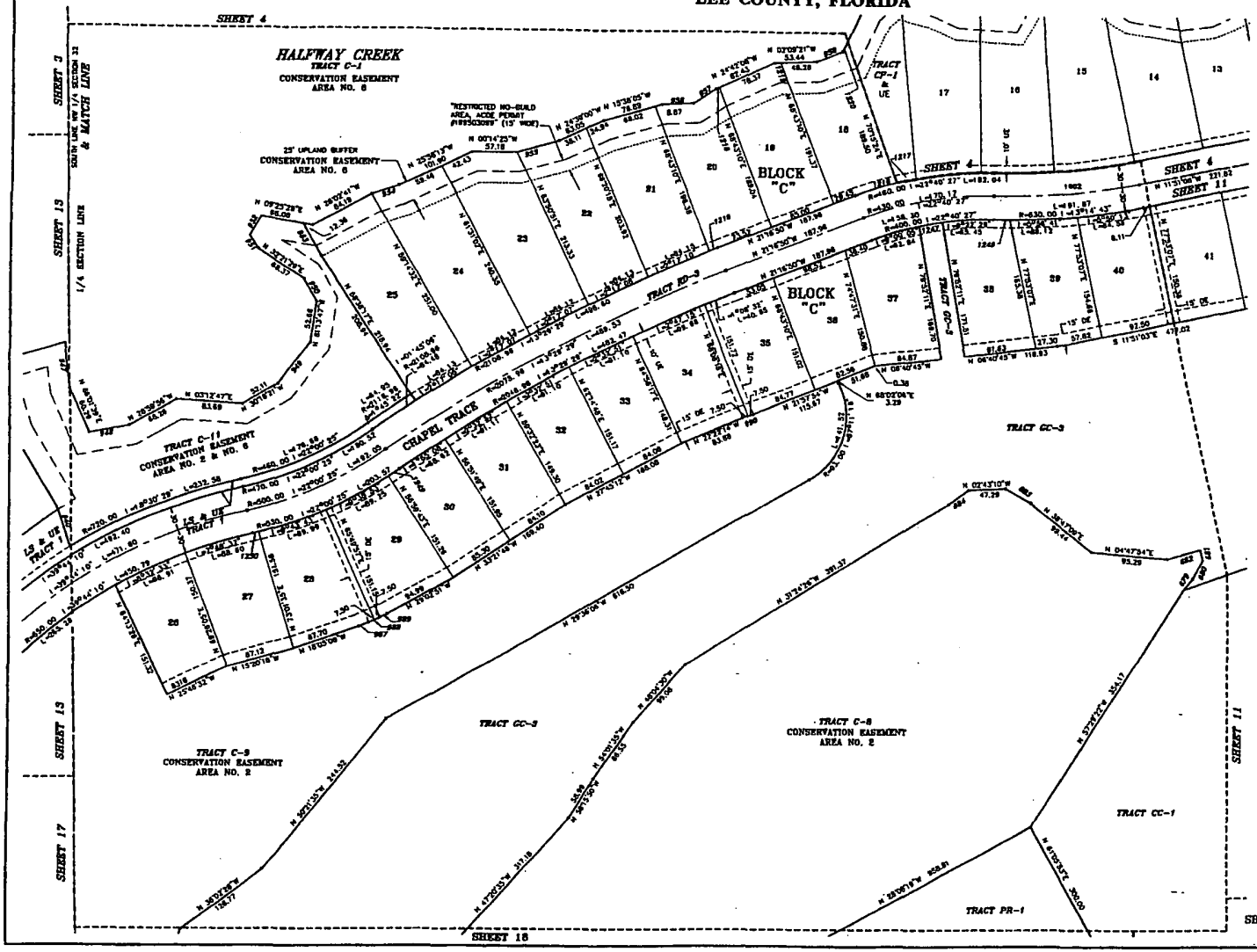
WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

PLAT BOOK 62 PAGE 90

SHEET 12 OF 33

NORTH
0 30 60 120
SCALE 1" = 60'



LEGEND

TRACTS
- RC = RECREATION
- PR = PRACTICE RANGE
- CC = COUNTRY CLUB
- GC = GOLF COURSE
- LS = LANDSCAPE
- LE = LAKE
- PK = PARK
- C = CONSERVATION
- CP = CART PATH
- FD = FUTURE DEVELOPMENT
- DR = DRAINAGE
- RW = ROAD RIGHT OF WAY

- UE = UTILITY EASEMENT
- DE = DRAINAGE EASEMENT
- LME = LAKE MAINTENANCE EASEMENT
- OB = OFFICIAL RECORD BOOK
- Δ = DELTA
- R = RADIUS
- L = ARC LENGTH
- ~ = MATCH LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2218-2272

CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
1215	0°18'43"	2108.96	11.48
1216	6°37'23"	460.00	53.18
1217	3°07'55"	460.00	25.14
1238	2°13'12"	460.00	17.83
1246	1°27'49"	830.00	21.20
1247	4°17'53"	400.00	30.01
1249	1°48'02"	530.00	16.35
1250	0°31'47"	530.00	7.98
1602	13°14'43"	800.00	184.94

LINE DATA

	DELTA/BEARING	LEN./DIST.
678	N 20°32'16"W	18.74
680	N 61°28'40"W	26.63
681	N 77°16'44"E	13.48
682	N 15°37'50"W	43.35
683	N 29°39'34"E	37.48
684	N 34°50'03"W	31.85
640	N 71°45'31"E	48.25
647	N 63°32'00"E	58.70
648	N 10°48'19"W	31.30
649	N 32°31'13"W	65.47
650	N 39°48'45"E	32.49
651	N 55°39'27"E	30.27
652	N 38°42'34"W	28.03
653	N 59°36'48"E	43.58
654	N 16°16'14"W	35.21
655	N 15°33'19"W	55.92
656	N 02°18'24"W	40.87
657	N 32°29'08"W	34.13
658	N 21°08'25"W	35.27
659	N 25°46'33"W	33.81
667	N 33°01'32"W	13.72
668	N 33°22'56"W	15.00
669	N 23°51'13"W	10.03
990	N 21°58'05"W	15.00
1218	N 24°42'08"W	4.08
1219	N 02°09'21"W	7.16
1220	N 64°37'38"W	14.57
1243	N 11°51'08"W	6.11
1248	N 21°58'05"W	7.50

PREPARED BY:
JOHNSON ENGINEERING, INC.
8150 BROADWAY STREET
FORT MYERS, FLORIDA 33907

PLAT BOOK 62 PAGE 91

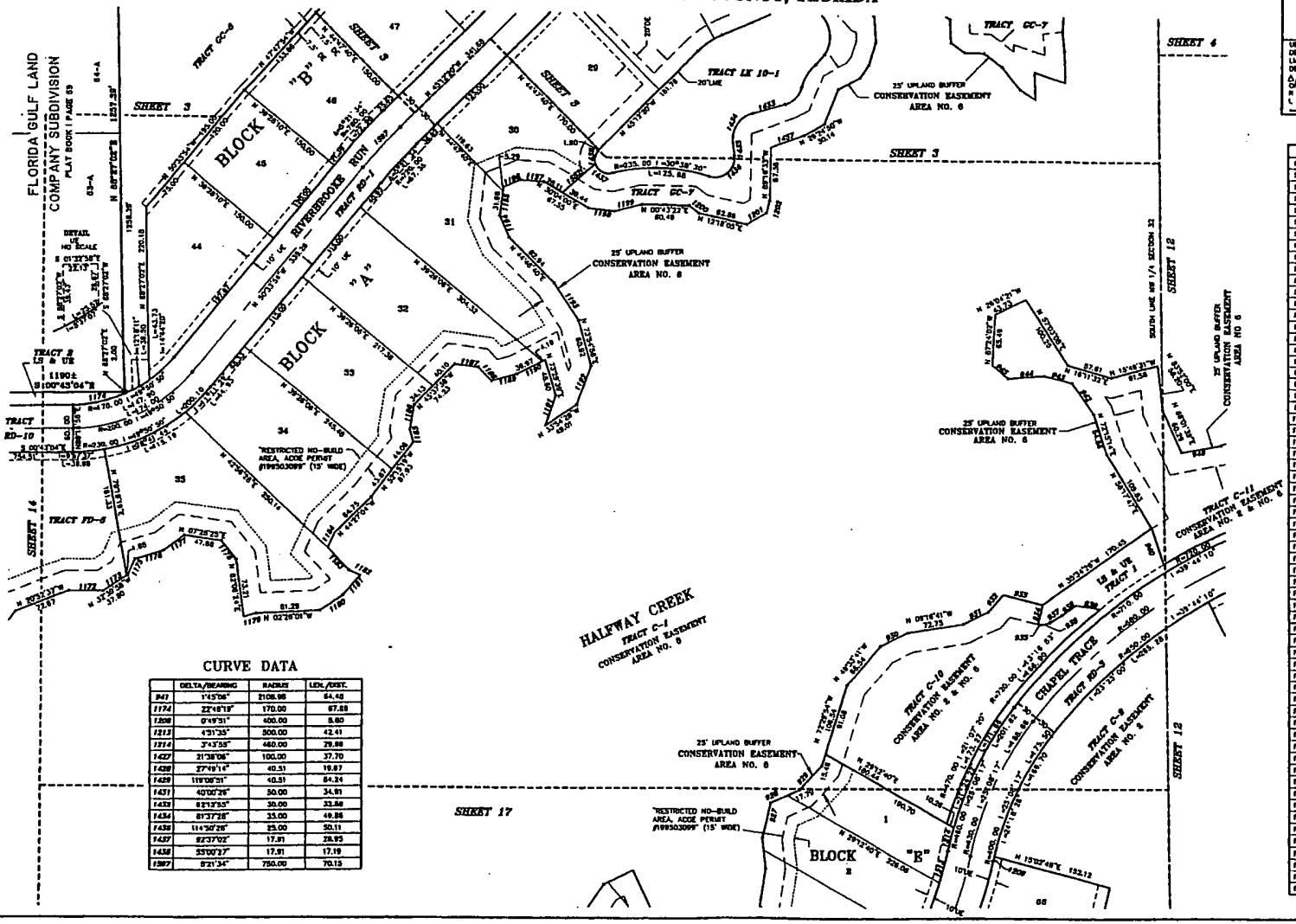
SHEET 13 OF 33

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

SCALE: 1" = 60'

CONSERVATION EASEMENT AREA NO 1 = OR 2981/PAGE 582-643
CONSERVATION EASEMENT AREA NO 2 = OR 2981/PAGE 582-643
CONSERVATION EASEMENT AREA NO 3 = OR 2981/PAGE 582-643
CONSERVATION EASEMENT AREA NO 4 = OR 2981/PAGE 582-643
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2981/PAGE 582-643
CONSERVATION EASEMENT AREA NO 7 = OR 2981/PAGE 582-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2218-2272



CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
841	1°15'06"	2106.98	64.48
1174	22°48'19"	170.00	67.68
1208	6°49'31"	400.00	5.80
1213	4°31'35"	500.00	42.41
1214	3°43'55"	460.00	29.88
1427	21°38'08"	100.00	37.70
1428	27°49'14"	40.51	19.87
1429	119°08'51"	40.51	84.24
1431	40°00'28"	50.00	34.91
1433	63°12'53"	30.00	33.56
1434	81°37'28"	35.00	49.86
1436	114°50'28"	25.00	50.11
1437	82°37'02"	17.91	28.95
1438	55°00'37"	17.91	17.19
1997	9°21'34"	750.00	70.15

LEGEND

TRACTS
- RC = RECREATION
- PB = PRACTICE RANGE
- CC = COUNTRY CLUB
- GC = GOLF COURSE
- LS = LANDSCAPE
- LK = LAKE
- PK = PARK
- C = CONSERVATION
- CP = CART PATH
- FD = FUTURE DEVELOPMENT
- DR = DRAINAGE
- RD = ROAD RIGHT OF WAY

- UE = UTILITY EASEMENT
- DE = DRAINAGE EASEMENT
- LME = LAKE MAINTENANCE EASEMENT
- DB = DEED BOOK
- Δ = DELTA
- OR = OFFICIAL RECORD BOOK
- R = RADIUS
- L = ARC LENGTH
- ---- = MATCH LINE

LINE DATA

	DELTA/BEARING	LEN./DIST.
819	N 55°08'08"W	43.18
820	N 84°31'34"E	56.16
825	N 81°18'32"W	52.22
826	N 83°12'03"E	38.74
827	N 76°43'03"W	48.44
828	N 23°56'26"W	40.88
829	N 47°35'33"W	41.73
830	N 25°30'28"W	38.88
831	N 25°15'35"W	35.80
832	N 48°05'03"W	28.85
833	N 13°34'39"E	51.79
834	N 76°25'31"W	25.00
835	N 12°22'47"E	4.86
836	N 14°18'32"W	10.81
837	N 31°38'02"W	17.95
838	N 35°34'26"W	22.29
839	N 09°27'41"E	30.31
840	N 71°45'31"E	49.25
842	N 54°31'46"E	48.48
843	N 14°16'34"E	37.14
844	N 04°40'09"W	45.78
845	N 41°20'45"E	28.35
1172	N 00°35'19"W	43.88
1173	N 32°36'56"W	35.92
1175	N 87°12'43"W	21.81
1176	N 16°48'14"W	38.20
1177	N 37°54'33"W	32.31
1178	N 50°58'13"E	30.68
1179	N 16°08'58"W	16.33
1180	N 33°08'43"W	35.45
1181	N 48°16'33"W	33.43
1182	N 22°28'28"E	18.35
1183	N 46°20'52"E	38.41
1184	N 65°43'02"W	20.76
1185	N 73°16'37"E	16.33
1186	N 80°43'55"W	32.21
1187	N 06°58'54"E	29.83
1188	N 46°27'38"E	24.14
1189	N 15°07'17"W	34.24
1190	N 27°37'22"W	41.16
1191	N 70°30'40"W	40.22
1192	N 69°08'58"W	53.58
1193	N 35°58'21"E	57.34
1194	N 65°21'42"E	28.18
1195	N 83°52'31"W	37.27
1196	N 22°55'08"W	34.07
1197	N 03°14'28"E	26.88
1198	N 08°08'47"E	34.01
1199	N 13°39'32"W	36.99
1200	N 38°35'21"E	16.14
1201	N 30°52'30"W	39.38
1202	N 73°36'51"W	18.00
1430	N 48°13'32"W	17.12
1432	N 16°14'10"W	43.48
1435	N 82°08'22"E	18.68
1457	N 20°38'23"W	45.58
1458	N 68°32'50"W	48.54
1459	N 28°48'24"W	31.37
1460	N 53°48'08"W	18.66
1461	N 73°32'39"W	30.85
1462	N 85°32'30"E	33.17
1553	N 40°41'08"W	58.33
1557	N 32°39'58"W	1.68

PREPARED BY:
JOHNSON ENGINEERING, INC.
BIAS JOHNSON STREET
FORT MYERS, FLORIDA 33901

PLAT BOOK 62 PAGE 92

SHEET 14 OF 33

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST

LEE COUNTY, FLORIDA

0 30 60 120
SCALE: 1" = 60'

CONSERVATION EASEMENT AREA NO 1 - OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 - OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 - OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 - OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 - OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 - OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 - OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 - OR 2957/PAGE 2218-2272

LEGEND

TRACTS
RC = RECREATION
PR = PRACTICE RANGE
CC = COUNTRY CLUB
GC = GOLF COURSE
LS = LANDSCAPE
LK = LAKE
PK = PARK
C = CONSERVATION
CP = CART PATH
FD = FUTURE DEVELOPMENT
DR = DRAINAGE
RW = ROAD RIGHT OF WAY

UE = UTILITY EASEMENT
DE = DRAINAGE EASEMENT
LME = LAKE MAINTENANCE EASEMENT
OR = DEED BOOK
Δ = DELTA
ORB = OFFICIAL RECORD BOOK
R = RADIUS
L = ARC LENGTH
= MATCH LINE

CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
12	27°15'56"	55.00	26.17
7424	88°43'01"	18.00	19.19
7425	121°23'24"	23.00	52.97
7429	29°14'34"	102.97	52.35
7594	157°03'40"	55.00	150.77
7595	90°00'00"	45.00	70.69

LINE DATA

	DELTA/BEARING	LEN./DIST.
1	N 75°49'38"E	24.84
2	N 88°40'24"E	44.25
3	N 01°14'38"W	14 ±
4	N 03°32'48"E	18 ±
5	N 89°44'54"E	41.37
6	N 68°07'56"W	47.55
7	N 26°58'54"E	61.93
8	N 73°17'14"W	28.65
9	N 00°01'12"E	35.19
10	N 76°48'06"E	29.16
11	N 07°32'32"W	25.44
1133	N 81°34'09"W	33.91
1134	N 19°26'35"E	39.49
1137	N 75°14'15"W	24.55
1138	N 40°55'15"W	18.72
1139	N 82°14'55"E	33.83
1140	N 88°00'42"W	32.77
1141	N 53°53'06"E	42.27
1142	N 85°48'54"E	84.40
1143	N 33°32'11"W	31.59
1144	N 60°37'43"W	36.31
1145	N 82°21'40"W	46.23
1146	N 05°28'53"W	39.88
1147	N 82°07'58"W	42.29
1148	N 08°04'37"E	31.80
1149	N 43°44'47"E	28.78
1150	N 50°31'34"W	13.82
1151	N 43°03'38"E	30.05
1152	N 63°57'05"E	31.86
1153	N 27°18'08"E	28.69
1154	N 60°10'27"W	33.95
1155	N 63°04'23"W	53.28
1156	N 89°58'38"W	31.48
1157	N 71°48'38"W	20.78
1158	N 76°38'40"W	47.89
1159	N 38°25'23"W	45.19
1160	N 10°11'27"E	33.44
1161	N 41°43'02"E	30.88
1162	N 08°14'42"W	45.25
1163	N 73°50'44"E	25.43
1164	N 87°58'28"E	32.82
1165	N 53°00'02"E	38.02
1166	N 38°17'32"W	24.75
1167	N 26°31'48"W	50.36
1168	N 05°03'13"W	55.47
1169	N 29°18'16"W	30.55
1170	N 85°34'52"W	40.42
1171	N 33°11'29"W	80.28

TRACT C-8A CONSERVATION EASEMENT AREA NO. 8
1099.89' TO PRM
N 89°16'58"E 15.29
S 00°43'04" E 1190' ±
209.80
883.91
698.05
TRACT RD-10
N 00°43'04"W 885.05
RIVERBROOKE RUN
754.51
LS & UE TRACT E
S 00°43'04" E 308.03'
SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST
SECTION 30, TOWNSHIP 46 SOUTH, RANGE 25 EAST
25' UPLAND BUFFER CONSERVATION EASEMENT AREA NO. 8
TRACT PK-1
10' UE
15' UE
Δ=87°03'40" R=90.00 L=105.34
1594
R=55.00 L=27.39
137.87
N 89°16'58"E 61.83
N 27°39'05"W
25' UPLAND BUFFER CONSERVATION EASEMENT AREA NO. 8
TRACT FD-6
TRACT FD-5
"RESTRICTED NO-BUILD AREA, ACOE PERMIT (199503099" (15' WIDE)
237' LAKE
116.17
N 01°01'58"W 157.78
Δ=116°56'35" R=30.71 L=62.70
Δ=83°08'31" R=41.86 L=69.71
TRACT LK 11-1
R=215.00 L=20°06'39"
L=N 44.53
N 20°53'31"W 726.67
ESTERO RIVER
711 ±
400 ±
APPROXIMATE MEAN HIGH WATER LINE
SURVEY WITNESS LINE
S 7°58'39" E
ESTERO RIVER HEIGHTS (PB 10/PAGE 15)
TRACT "F"
TRACT "G"
ESTERO RIVER HEIGHTS (PB 10/PAGE 15)
TRACT C-1
CONSERVATION EASEMENT AREA NO. 8
488 ±
N 87°54'35" E
HALFWAY CREEK
TRACT C-1
CONSERVATION EASEMENT AREA NO. 8
SHEET 15
SHEET 16
SHEET 17
63-4

PLAT BOOK 62 PAGE 93

SHEET 15 OF 33

WEST BAY CLUB

A SUBDIVISION IN
SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS
(PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN
SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

SCALE: 1" = 60'

LEGEND

TRACTS
- REC = RECREATION RANGE
- PCC = COUNTRY CLUB
- GC = GOLF COURSE
- LS = LANDSCAPE
- LE = LAKE
- PK = PARK
- CP = CONSERVATION
- C = CART PATH
- DP = FUTURE DEVELOPMENT
- DR = DRAINAGE
- RW = ROAD RIGHT OF WAY
- RD = ROAD

- UE = UTILITY EASEMENT
- DE = DRAINAGE EASEMENT
- LME = LAKE MAINTENANCE EASEMENT
- DB = DEED BOOK
- Δ = DELTA
- OR = OFFICIAL RECORD BOOK
- R = RADIUS
- L = ARC LENGTH
- ——— = MHW WATER LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2991/PAGE 3921-843
CONSERVATION EASEMENT AREA NO 2 = OR 2991/PAGE 3921-843
CONSERVATION EASEMENT AREA NO 3 = OR 2991/PAGE 3921-843
CONSERVATION EASEMENT AREA NO 4 = OR 2957/PAGE 3218-2272
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 3218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2991/PAGE 3921-843
CONSERVATION EASEMENT AREA NO 7 = OR 2957/PAGE 3218-2272
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 3218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 3218-2272

LINE DATA

	DELTA/BEARING	LEN./DIST.
664	N 69°17'37"E	18.30
665	N 17°10'37"E	36.82
666	N 48°41'57"E	35.33
667	N 54°31'17"W	54.54
668	N 19°14'15"E	22.0

SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST
SECTION 30, TOWNSHIP 46 SOUTH, RANGE 25 EAST

ESTERO RIVER

APPROXIMATE MEAN HIGH WATER LINE

TRACT "G"
ESTERO RIVER HEIGHTS
(PB 10/PAGE 15)

HALFWAY CREEK
TRACT C-1
CONSERVATION EASEMENT
AREA NO. 8

SECTION CORNER
FOUND CONCRETE
POST - TOP BROKEN
OFF

N 00°28'04" W
2635

N 11°30'07"E
23.66

N 74°17'23"W
48.43

N 64°05'50"W
18.50

N 75°11'36"W
36.80

N 48°08'31"W
33.76

N 82°41'37"E
44.64

N 81°13'43"W 48.11

N 39°13'48"W
50.87

25' UPLAND BUFFER
CONSERVATION EASEMENT
AREA NO. 8

TRACT RC-1

SECTION 31

SECTION 32

SHEET 14

SHEET 16

SHEET 27

SHEET 28

CONSERVATION EASEMENT
AREA NO. 9
TRACT C-10

PREPARED BY:
JOHNSON ENGINEERING, INC.
8396 ARAWANA STREET
FORT MYERS, FLORIDA 33907

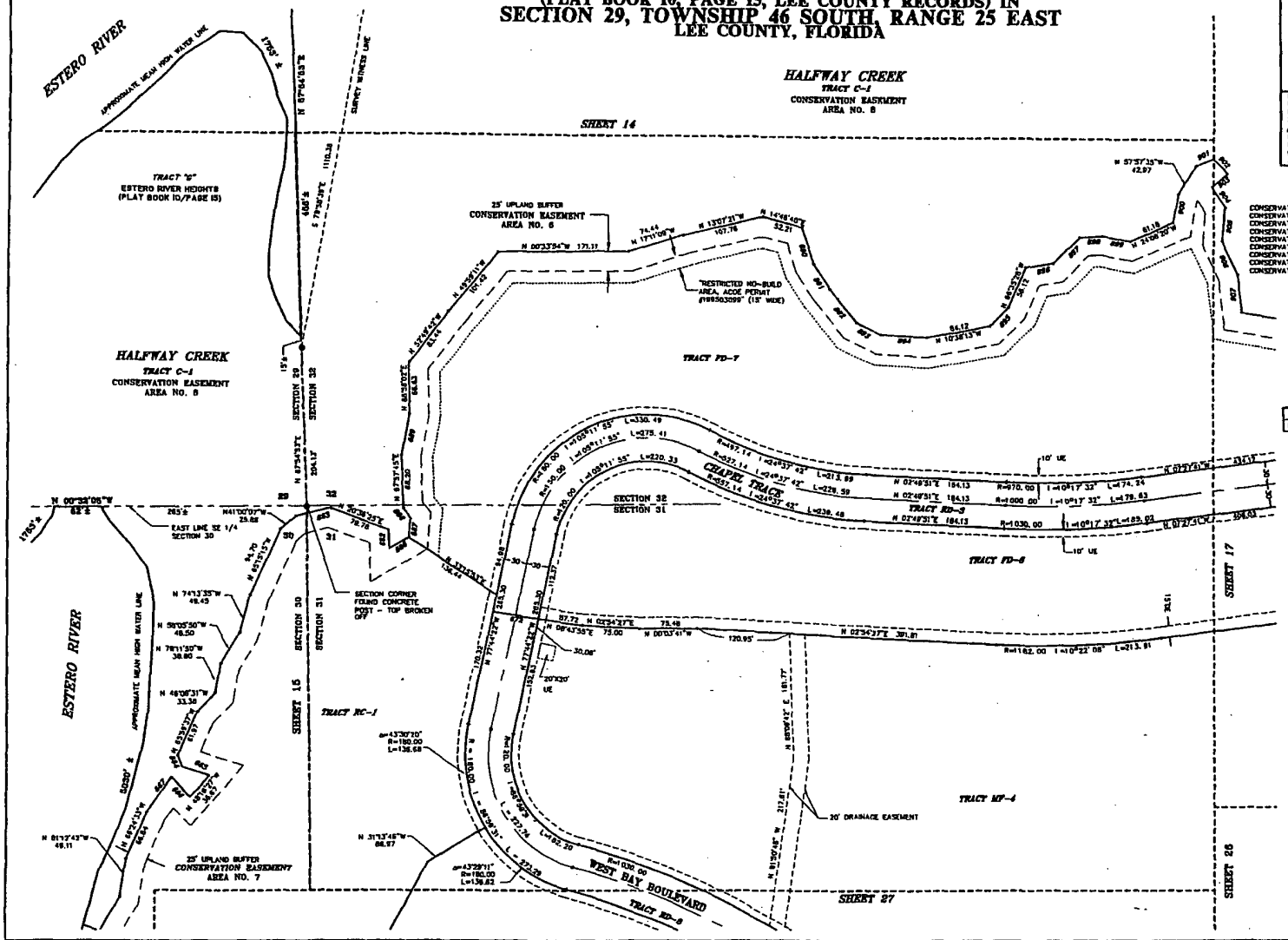
PLAT BOOK 62 PAGE 94

SHEET 16 OF 33

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

NORTH
0 30 60 120
SCALE: 1" = 60'



LEGEND

TRACTS	
RC	= RECREATION
PR	= PRACTICE RANGE
CC	= COUNTRY CLUB
GC	= GOLF COURSE
LS	= LANDSCAPE
LK	= LAKE
PK	= PARK
MF	= MULTIFAMILY
CP	= CART PATH
FD	= FUTURE DEVELOPMENT
DR	= DRAINAGE
RD	= ROAD RIGHT OF WAY
UE	= UTILITY EASEMENT
DE	= DRAINAGE EASEMENT
LME	= LAKE MAINTENANCE EASEMENT
DB	= DEED BOOK
Δ	= DELTA
ORB	= OFFICIAL RECORD BOOK
R	= RADIUS
L	= ARC LENGTH
	= MATCH LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2218-2272

CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
C582	184°45'30"	60.32	197.03

LINE DATA

	DELTA/BEARING	LEN./DIST.
L62	N 00°08'48"E	24.79
L63	N 12°51'31"W	48.38
L64	N 89°11'37"E	18.30
L65	N 17°10'37"E	38.83
L66	N 48°41'57"E	35.32
L67	N 84°31'17"W	54.54
L72	N 08°43'55"E	60.11
L86	N 30°47'22"W	29.27
L87	N 84°48'12"W	24.80
L88	N 52°44'24"E	13.57
L89	N 79°14'23"W	54.71
L90	N 73°37'14"E	50.37
L91	N 39°13'37"E	36.59
L92	N 30°48'58"E	94.81
L93	N 23°52'59"E	35.31
L94	N 03°27'28"E	60.90
L95	N 44°45'56"W	34.28
L96	N 08°03'50"W	36.09
L97	N 43°56'39"W	48.40
L98	N 03°50'57"W	29.30
L99	N 19°41'04"E	37.04
L100	N 78°25'35"W	38.08
L101	N 21°44'53"W	24.87
L102	N 43°56'27"E	28.70
L103	N 40°53'43"W	27.51
L104	N 57°14'38"E	31.76
L105	N 84°43'27"W	44.12
L106	N 65°02'43"E	47.71
L107	N 87°07'51"E	49.05
L108	N 23°13'00"E	93.75
L109	N 42°44'18"W	58.16
L110	N 66°31'45"W	41.79
L111	N 08°38'26"W	45.85

PREPARED BY:
JOHNSON ENGINEERING, INC.
8160 JOHNSON STREET
FORT MYERS, FLORIDA 33907

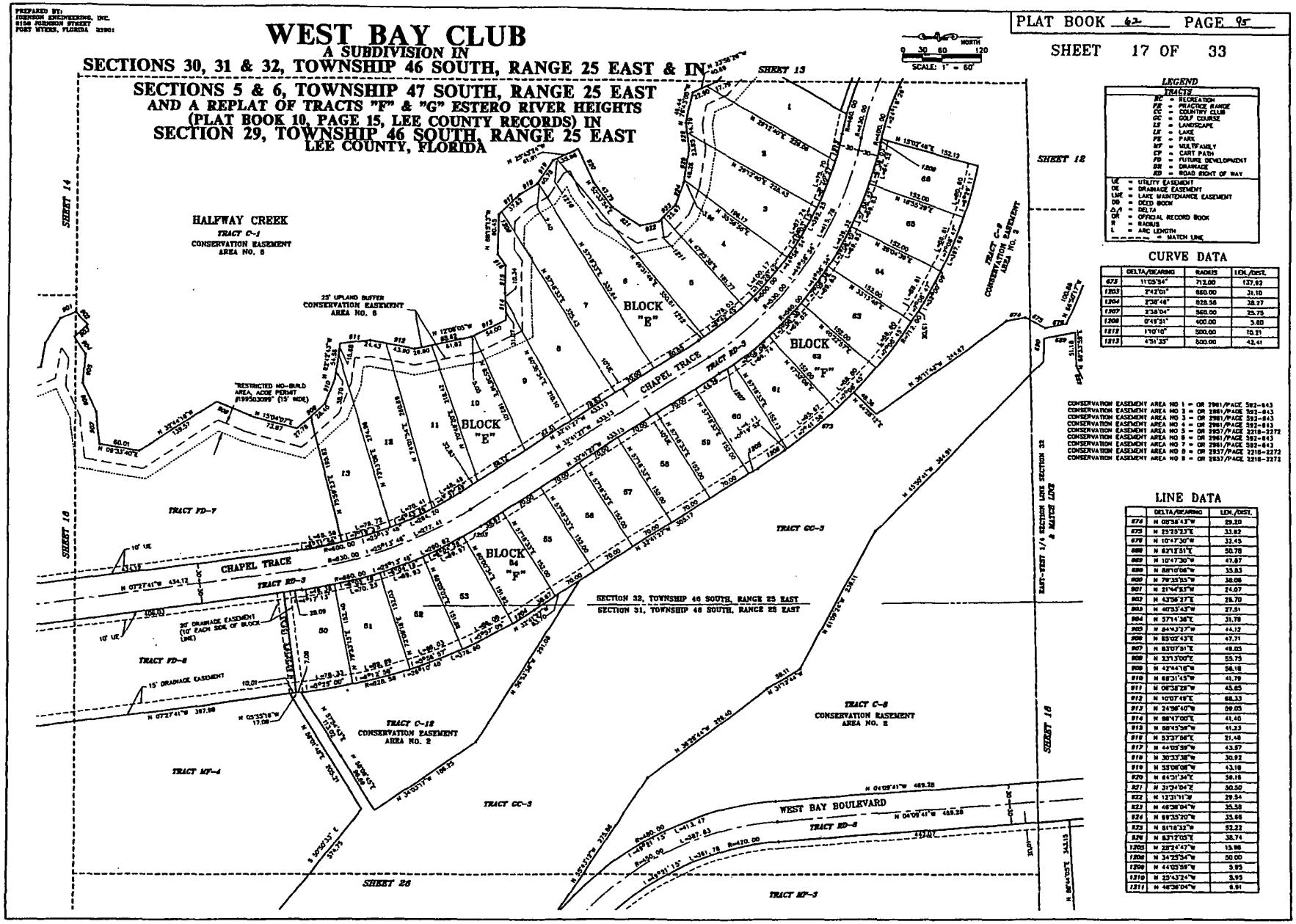
WEST BAY CLUB

A SUBDIVISION IN
SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS
(PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN
SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

PLAT BOOK 42 PAGE 95

SHEET 17 OF 33

NORTH
0 30 60 120
SCALE: 1" = 60'



LEGEND

TRACTS

RC	= RECREATION
PR	= PRACTICE RANGE
CC	= COUNTRY CLUB
GC	= GOLF COURSE
LS	= LANDSCAPE
LK	= LAKE
PK	= PARK
MF	= MULTI-FAMILY
CP	= CART PATH
FD	= FUTURE DEVELOPMENT
DR	= DRAINAGE
ROW	= ROAD RIGHT OF WAY

UE	= UTILITY EASEMENT
DE	= DRAINAGE EASEMENT
LME	= LAKE MAINTENANCE EASEMENT
DB	= DEED BOOK
Δ	= DELTA
ORB	= OFFICIAL RECORD BOOK
R	= RADIUS
L	= ARC LENGTH
	= MATCH LINE

CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
675	11°05'54"	712.00	137.82
1203	2°47'01"	860.00	31.10
1204	5°36'46"	928.56	38.27
1207	3°36'04"	560.00	25.75
1208	0°49'31"	400.00	5.80
1212	1°10'10"	500.00	10.31
1213	4°51'35"	500.00	42.41

CONSERVATION EASEMENT AREA NO 1 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2937/PAGE 3218-3272
CONSERVATION EASEMENT AREA NO 6 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2937/PAGE 3218-3272
CONSERVATION EASEMENT AREA NO 9 = OR 2937/PAGE 3218-3272

LINE DATA

	DELTA/BEARING	LEN./DIST.
674	N 09°56'43"W	29.20
675	N 23°23'33"E	33.82
676	N 10°47'30"W	13.45
688	N 82°12'51"E	50.78
689	N 10°47'30"W	47.87
690	N 88°10'06"W	35.83
900	N 79°35'55"W	38.06
901	N 21°44'51"W	24.07
902	N 43°56'27"E	28.70
903	N 46°53'43"W	27.51
904	N 57°14'38"E	31.78
905	N 84°03'27"W	44.12
906	N 83°02'43"E	47.71
907	N 83°07'51"E	49.05
908	N 23°13'00"E	55.75
909	N 42°44'18"W	56.18
910	N 68°31'45"W	41.79
911	N 09°58'28"W	45.65
912	N 10°07'48"E	68.33
913	N 24°56'40"W	59.05
914	N 88°47'00"E	41.40
915	N 88°45'56"W	41.23
916	N 53°37'06"E	21.48
917	N 44°03'39"W	43.87
918	N 30°37'38"W	30.92
919	N 33°08'08"W	53.18
920	N 84°31'34"E	38.16
921	N 31°24'04"E	30.50
922	N 12°31'13"W	29.34
923	N 46°36'04"W	35.38
924	N 88°35'20"W	35.66
925	N 81°16'32"W	52.22
926	N 83°17'05"E	38.74
1205	N 28°24'47"W	15.96
1206	N 34°25'54"W	50.00
1209	N 44°05'59"W	5.95
1210	N 25°43'24"W	5.95
1211	N 46°36'04"W	8.91

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

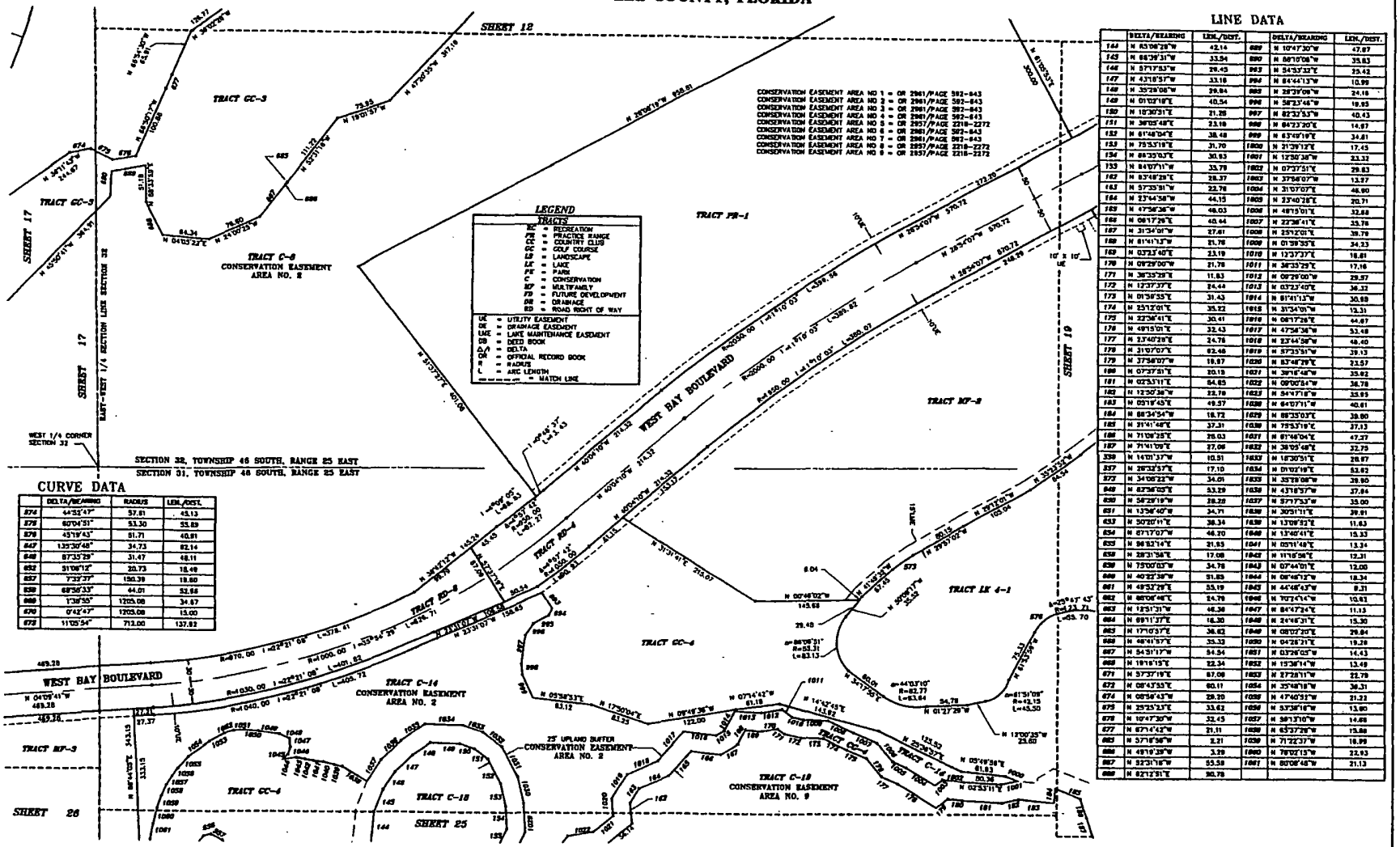
PLAT BOOK 62 PAGE 96

SHEET 18 OF 33

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

NORTH
0 30 60 120
SCALE: 1" = 60'



LEGEND

TRACTS	
RC	= RECREATION
PR	= PRACTICE RANGE
CC	= COUNTRY CLUB
GC	= GOLF COURSE
LS	= LANDSCAPE
LK	= LAKE
PK	= PARK
C	= CONSERVATION
MF	= MULTIFAMILY
FB	= FUTURE DEVELOPMENT
DR	= DRAINAGE
RD	= ROAD RIGHT OF WAY

UE	= UTILITY EASEMENT
DE	= DRAINAGE EASEMENT
LME	= LAKE MAINTENANCE EASEMENT
OR	= DEED BOOK
Δ	= DELTA
ORB	= OFFICIAL RECORD BOOK
R	= RADIUS
L	= ARC LENGTH
	= MATCH LINE

CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
574	44°52'47"	57.61	45.13
578	60°04'51"	53.30	55.89
579	45°19'43"	81.71	40.91
647	135°30'48"	34.73	82.14
648	87°35'29"	31.47	48.11
652	31°08'12"	20.73	18.48
657	7°32'37"	150.39	19.80
659	68°56'33"	64.01	52.86
668	1°38'55"	1205.08	34.67
670	0°42'47"	1205.08	15.00
673	11°05'54"	712.00	137.82

LINE DATA

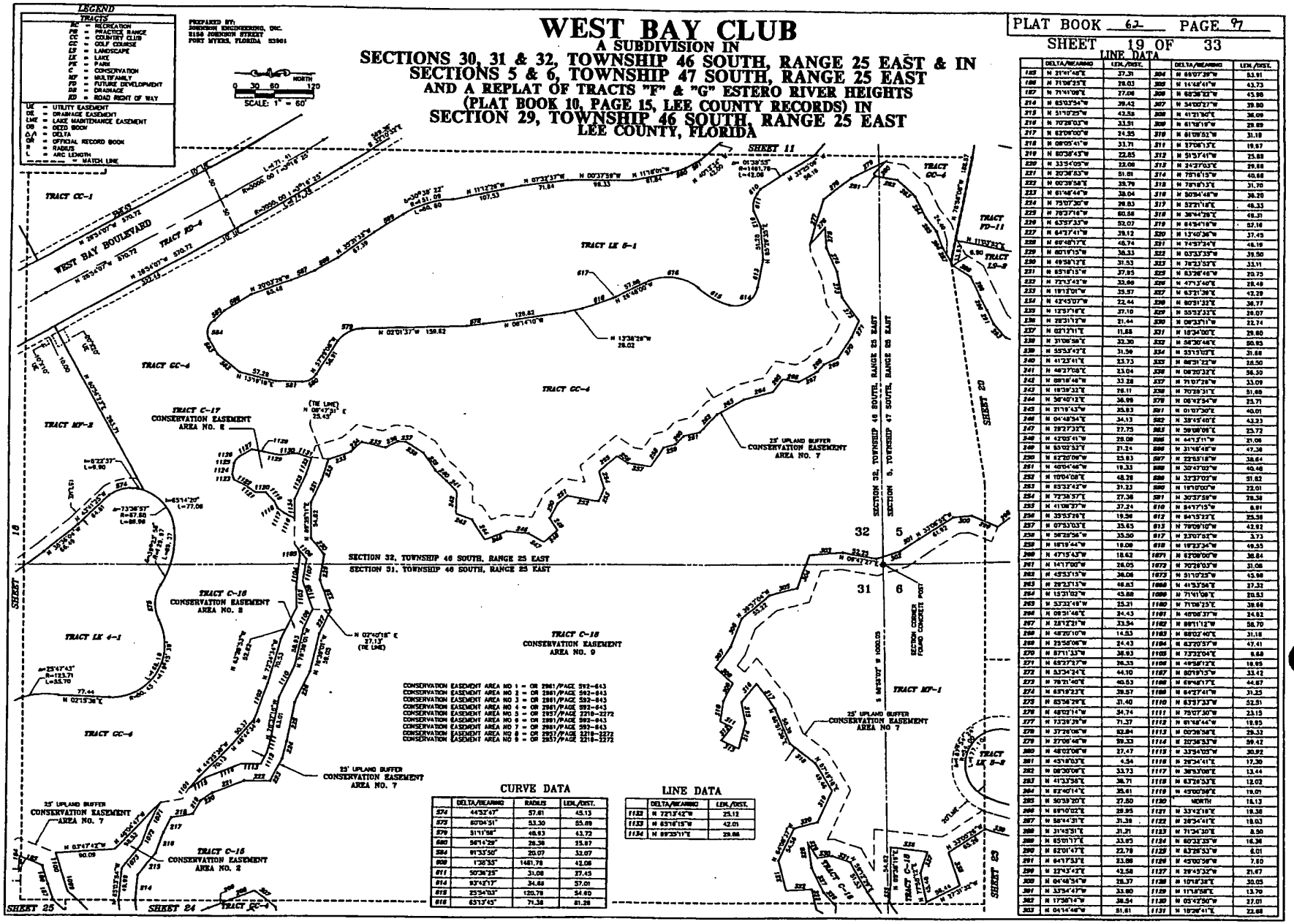
	DELTA/BEARING	LEN./DIST.		DELTA/BEARING	LEN./DIST.
144	N 83°06'28"W	42.14	889	N 10°47'30"W	47.97
145	N 88°39'31"W	33.54	890	N 86°10'06"W	35.83
146	N 87°17'53"W	29.45	963	N 84°33'32"E	25.42
147	N 43°18'57"W	33.18	994	N 84°44'13"W	10.99
148	N 35°29'08"W	29.84	995	N 28°39'09"W	24.18
149	N 01°02'18"E	40.54	996	N 58°25'46"W	18.95
150	N 10°30'31"E	31.28	997	N 82°32'53"W	40.43
151	N 34°05'48"E	23.18	998	N 84°23'30"E	14.87
152	N 61°48'04"E	38.48	999	N 63°49'19"E	34.81
153	N 75°53'19"E	31.70	1000	N 31°39'12"E	17.45
154	N 88°39'03"E	30.83	1001	N 12°30'36"W	33.32
155	N 84°07'11"W	33.78	1002	N 07°37'51"E	29.83
162	N 83°48'29"E	28.37	1003	N 37°56'07"W	13.97
163	N 57°35'31"W	22.76	1004	N 31°07'07"E	46.90
164	N 23°44'58"W	44.15	1005	N 23°40'28"E	20.71
165	N 47°56'36"W	46.03	1006	N 48°15'01"E	32.58
166	N 08°17'29"E	40.44	1007	N 22°36'41"E	35.76
167	N 31°34'01"W	27.61	1008	N 25°12'01"E	39.79
168	N 61°41'13"W	21.76	1009	N 01°39'35"E	34.33
169	N 03°23'40"E	23.19	1010	N 12°37'37"E	18.81
170	N 09°29'00"W	21.78	1011	N 36°35'29"E	17.16
171	N 36°35'29"E	11.83	1012	N 09°29'00"W	29.57
172	N 12°37'37"E	24.44	1013	N 03°23'40"E	36.32
173	N 01°36'55"E	31.43	1014	N 61°41'13"W	30.69
174	N 25°12'01"E	35.32	1015	N 31°34'01"W	13.31
175	N 22°36'41"E	30.41	1016	N 06°17'26"E	44.67
176	N 49°15'01"E	32.43	1017	N 47°56'36"W	53.48
177	N 23°40'28"E	24.78	1018	N 23°44'58"W	48.40
178	N 31°07'07"E	62.46	1019	N 57°35'31"W	39.13
179	N 37°56'07"W	19.57	1020	N 83°48'29"E	23.57
180	N 07°37'51"E	20.13	1021	N 36°16'48"W	35.62
181	N 02°53'11"E	54.85	1022	N 09°00'54"W	36.78
182	N 12°30'36"W	32.76	1023	N 84°47'18"W	25.65
183	N 03°18'45"E	49.57	1026	N 84°07'11"W	40.61
184	N 88°34'54"W	18.72	1029	N 88°35'03"E	38.80
185	N 31°41'48"E	37.31	1030	N 79°53'16"E	37.13
186	N 71°08'25"E	26.03	1031	N 81°46'04"E	47.27
187	N 71°41'09"E	27.06	1032	N 36°05'48"E	32.75
336	N 14°01'37"W	10.51	1033	N 18°30'51"E	28.87
337	N 26°32'57"E	17.10	1034	N 01°02'18"E	53.62
572	N 34°06'22"W	34.01	1035	N 35°29'08"W	39.95
646	N 82°36'05"E	53.29	1036	N 43°18'57"W	37.84
650	N 56°29'19"W	28.28	1037	N 37°17'53"W	35.00
651	N 13°56'40"W	34.71	1038	N 30°51'11"E	39.91
653	N 50°20'11"E	38.34	1039	N 13°09'52"E	11.63
654	N 67°17'07"W	46.70	1040	N 13°40'41"E	15.33
655	N 86°52'14"E	21.93	1041	N 05°11'48"E	13.34
656	N 38°31'36"E	17.08	1042	N 11°18'56"E	12.31
658	N 75°07'53"W	34.78	1043	N 07°44'01"E	12.00
660	N 82°36'58"W	31.85	1044	N 08°46'13"W	18.34
661	N 49°53'29"E	33.19	1045	N 44°48'43"W	9.31
662	N 88°06'46"E	24.79	1046	N 70°14'44"W	10.61
663	N 12°31'31"W	48.36	1047	N 84°47'24"E	11.13
664	N 89°11'37"E	16.30	1048	N 24°46'31"E	15.30
665	N 17°10'37"E	36.62	1049	N 08°02'20"E	29.84
666	N 48°41'57"E	35.32	1050	N 04°28'21"E	19.26
667	N 54°31'13"W	54.54	1051	N 03°26'05"W	14.43
668	N 19°16'15"E	52.34	1052	N 19°36'14"W	13.49
671	N 37°37'19"E	57.08	1053	N 27°28'11"W	22.79
672	N 08°43'55"E	60.11	1054	N 35°48'18"W	36.31
674	N 08°56'43"W	29.20	1055	N 47°40'31"W	21.23
675	N 29°25'23"E	33.62	1056	N 53°56'16"W	13.90
676	N 10°47'30"W	32.45	1057	N 58°13'07"W	14.68
677	N 67°14'42"W	21.11	1058	N 65°37'28"W	15.88
683	N 57°18'58"W	2.21	1059	N 71°22'37"W	18.99
686	N 49°19'39"W	3.29	1060	N 78°02'15"W	22.93
687	N 32°31'18"W	55.58	1061	N 80°06'48"W	21.13
688	N 82°12'51"E	90.78			

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

PLAT BOOK 62 PAGE 97

SHEET 19 OF 33



CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
574	44°52'47"	57.61	45.13
575	60°04'51"	53.30	55.89
576	51°11'58"	48.93	43.72
582	56°14'29"	26.38	25.87
594	91°53'50"	20.07	32.07
808	1°36'55"	1481.78	42.08
811	50°36'25"	31.08	27.45
814	93°42'17"	34.68	57.01
815	23°54'03"	120.78	54.80
818	63°13'45"	71.38	81.28

LINE DATA

	DELTA/BEARING	LEN./DIST.
1132	N 72°13'42"W	25.12
1133	N 63°16'15"W	42.01
1134	N 89°35'11"E	29.88

LINE DATA

	DELTA/BEARING	LEN./DIST.
182	N 21°47'48"E	37.39
186	N 71°06'25"E	28.03
187	N 71°41'08"E	27.08
214	N 65°03'54"W	39.42
215	N 51°10'23"W	42.58
216	N 70°28'03"W	33.91
217	N 62°09'00"W	24.55
218	N 08°05'41"W	33.71
219	N 80°36'43"W	22.85
220	N 33°51'09"W	22.08
221	N 20°36'53"W	51.01
222	N 00°39'58"E	39.79
223	N 61°48'44"W	38.04
224	N 75°07'30"W	39.83
225	N 76°37'16"W	60.56
226	N 63°57'33"W	52.07
227	N 64°27'41"W	39.12
228	N 69°48'17"E	48.74
229	N 80°19'15"W	38.33
230	N 49°38'12"E	31.53
231	N 85°18'15"W	37.95
232	N 72°13'43"W	33.60
233	N 19°12'01"W	35.37
234	N 42°45'07"W	22.44
235	N 12°57'16"E	37.10
236	N 28°31'12"W	21.44
237	N 02°12'51"E	11.88
238	N 31°06'58"E	32.30
239	N 55°57'42"E	31.59
240	N 41°25'41"E	33.73
241	N 46°27'08"E	23.04
242	N 89°18'46"W	33.28
243	N 19°39'32"E	28.11
244	N 36°40'12"E	36.98
245	N 31°19'43"W	35.83
246	N 04°48'54"E	34.13
247	N 29°27'32"E	27.75
248	N 42°05'41"W	28.08
249	N 65°02'52"E	21.24
250	N 62°20'09"W	23.83
251	N 40°04'46"W	19.33
252	N 10°04'08"E	48.28
253	N 85°32'42"W	31.23
254	N 72°38'57"E	27.38
255	N 41°08'37"W	37.24
256	N 35°53'28"E	19.56
257	N 07°53'03"E	35.65
258	N 56°28'56"W	35.50
259	N 18°19'44"W	18.08
260	N 47°15'43"E	18.62
261	N 14°17'00"W	28.05
262	N 45°53'13"W	36.08
263	N 29°23'13"W	48.63
264	N 15°31'02"W	45.88
265	N 53°32'48"W	25.31
266	N 09°31'48"E	24.43
267	N 28°12'31"W	33.54
268	N 48°20'10"W	14.53
269	N 25°56'08"W	24.43
270	N 87°11'33"W	38.93
271	N 65°27'27"W	26.33
272	N 53°34'24"E	44.10
273	N 78°21'40"E	40.53
274	N 63°18'23"E	39.57
275	N 85°36'29"E	31.40
276	N 48°02'14"W	34.74
277	N 73°39'39"W	71.37
278	N 37°26'06"W	82.84
279	N 27°08'48"W	99.33
280	N 48°02'08"W	27.47
281	N 45°18'03"E	4.54
282	N 08°30'08"E	33.73
283	N 41°33'58"E	36.71
284	N 62°40'14"E	35.61
285	N 50°39'20"E	27.50
286	N 69°10'02"E	28.95
287	N 58°44'31"E	31.38
288	N 31°45'31"E	31.21
289	N 85°01'17"E	33.93
290	N 62°01'47"E	22.78
291	N 64°17'53"E	33.88
299	N 22°43'42"E	42.58
300	N 04°48'54"W	28.37
301	N 33°54'47"W	33.80
302	N 17°26'14"W	38.54
303	N 04°14'48"W	51.61
304	N 68°07'39"W	53.91
306	N 14°46'41"W	43.73
308	N 68°36'32"W	45.98
307	N 34°00'37"W	39.80
309	N 61°58'19"W	29.89
310	N 81°09'52"W	31.18
311	N 37°06'13"E	19.97
312	N 51°37'41"W	25.88
313	N 24°27'03"E	29.68
314	N 78°16'15"W	40.68
315	N 78°18'13"E	31.70
316	N 80°54'48"W	38.28
317	N 52°31'18"E	48.33
318	N 38°44'28"E	48.31
319	N 64°54'18"W	57.16
320	N 13°40'36"W	37.45
321	N 74°57'34"E	46.19
322	N 03°33'35"W	39.50
323	N 78°23'53"E	33.11
324	N 83°36'46"W	20.75
325	N 47°13'46"E	28.48
326	N 63°21'38"E	42.29
327	N 80°31'32"E	38.77
328	N 55°32'32"E	28.07
329	N 09°33'11"W	22.74
330	N 80°34'00"E	29.80
331	N 56°30'46"E	50.95
332	N 33°15'02"E	31.68
333	N 66°31'32"W	28.50
334	N 08°20'35"E	36.30
335	N 71°07'28"W	33.09
336	N 70°39'31"E	28.11
337	N 08°45'54"W	25.71
338	N 01°07'30"E	40.01
339	N 33°45'40"E	43.93
340	N 09°08'08"E	23.72
341	N 44°31'11"W	21.08
342	N 31°48'48"W	47.38
343	N 22°55'18"W	38.64
344	N 30°47'02"W	40.48
345	N 32°37'02"W	51.82
346	N 19°10'00"W	22.01
347	N 30°37'59"W	28.38
348	N 84°17'15"W	8.81
349	N 64°15'22"E	25.38
350	N 78°09'16"W	42.82
351	N 23°07'02"W	3.73
352	N 19°32'34"W	49.55
353	N 62°00'00"W	38.84
354	N 70°28'03"W	31.08
355	N 31°17'25"W	43.98
356	N 41°53'06"E	27.32
357	N 80°19'15"W	33.42
358	N 69°48'17"E	44.87
359	N 64°27'41"W	31.25
360	N 63°37'33"W	52.51
361	N 75°07'30"W	23.15
362	N 61°48'44"W	19.85
363	N 00°39'58"E	29.33
364	N 22°36'53"W	39.42
365	N 33°54'05"W	30.82
366	N 29°34'41"E	17.39
367	N 38°53'08"E	13.44
368	N 43°26'53"E	12.02
369	N 45°00'39"E	19.01
370	NORTH	18.13
371	N 33°42'16"E	19.38
372	N 28°34'41"E	18.03
373	N 31°48'21"E	8.50
374	N 71°36'10"E	16.36
375	N 60°23'53"W	6.01
376	N 45°00'39"W	7.80
377	N 29°43'32"W	21.47
378	N 10°18'38"E	30.05
379	N 11°18'58"E	13.79
380	N 05°42'50"W	27.01
381	N 18°28'41"E	22.68

PREPARED BY:
JOHNSON ENGINEERING, INC.
8348 JOHNSON STREET
FORT MYERS, FLORIDA 33965

PLAT BOOK 62 PAGE 91

SHEET 20 OF 33

WEST BAY CLUB

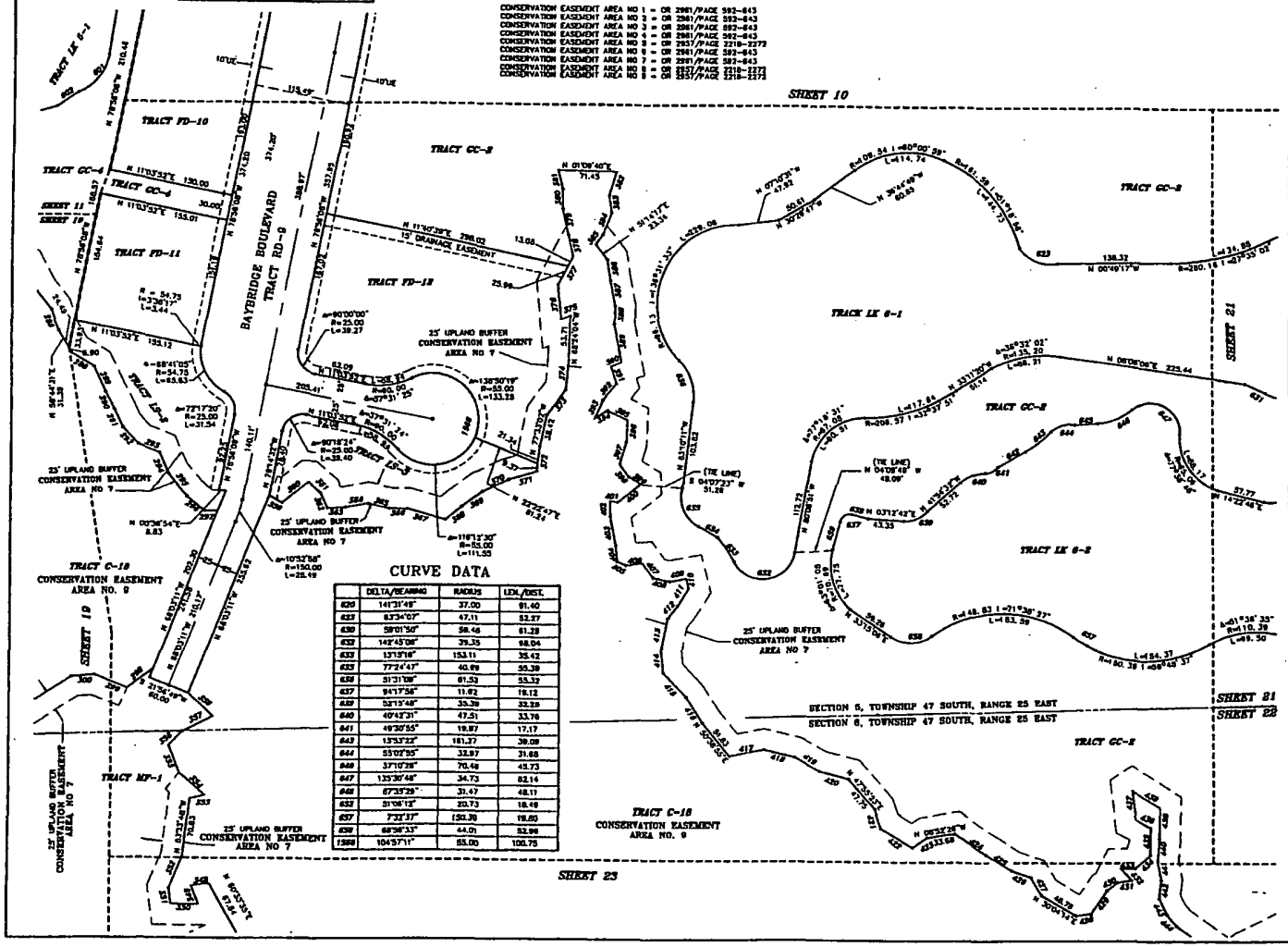
A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

LEGEND

TRACTS
- AC = RECREATION
- PR = PRACTICE RANGE
- CC = COUNTRY CLUB
- GC = GOLF COURSE
- LS = LANDSCAPE
- LK = LAKE
- PK = PARK
- C = CONSERVATION
- MF = MULTIFAMILY
- FD = FUTURE DEVELOPMENT
- DR = DRAINAGE
- RW = ROAD RIGHT OF WAY

- UE = UTILITY EASEMENT
- DE = DRAINAGE EASEMENT
- LME = LAKE MAINTENANCE EASEMENT
- OR = OFFICIAL RECORD BOOK
- Δ = DELTA
- R = RADIUS
- L = ARC LENGTH
- = MATCH LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2218-2272



CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
620	141°31'49"	37.00	91.40
621	63°34'07"	47.11	52.57
630	59°01'50"	56.46	61.28
632	142°45'08"	39.35	98.04
633	13°15'16"	153.11	35.42
635	77°24'47"	40.89	55.39
636	31°31'09"	61.53	55.32
637	94°17'56"	11.62	19.12
639	52°13'48"	35.39	32.39
640	40°42'31"	47.51	33.76
641	49°30'55"	19.87	17.17
643	13°53'22"	161.37	39.09
644	55°02'35"	32.87	31.68
646	37°10'28"	70.48	45.73
647	125°30'48"	34.73	82.14
648	67°35'29"	31.47	48.11
652	31°06'12"	203.73	18.49
657	7°22'37"	1302.39	19.60
658	68°56'33"	44.01	52.96
1588	104°57'11"	55.00	100.75

LINE DATA

	DELTA/BEARING	LEN./DIST.
288	N 31°45'31"E	31.21
289	N 65°01'17"E	33.85
290	N 62°01'47"E	22.79
291	N 64°17'57"E	23.86
292	N 45°48'14"E	27.13
293	N 20°35'48"E	27.02
294	N 69°40'28"E	38.09
295	N 68°57'13"E	35.21
296	N 38°14'22"E	27.33
297	N 00°36'54"E	15.67
298	N 38°07'50"W	39.89
299	N 22°43'42"E	42.58
300	N 04°48'54"W	28.37
301	N 70°28'31"E	51.88
302	N 15°17'24"E	45.27
303	N 01°10'43"E	48.24
304	N 77°11'30"E	32.79
305	N 25°53'42"W	31.08
306	N 05°24'18"W	21.63
307	N 68°22'38"E	23.08
308	N 00°07'38"E	32.84
309	N 82°34'44"E	18.93
310	N 68°50'04"W	39.47
311	N 12°59'36"W	17.73
312	N 40°09'10"E	38.40
313	N 89°42'15"E	35.38
314	N 48°20'45"W	23.89
315	N 25°52'44"W	39.85
316	N 44°41'43"E	41.38
317	N 29°13'53"E	17.82
318	N 38°27'18"W	48.48
319	N 40°21'07"E	19.03
320	N 85°44'21"E	20.89
321	N 02°44'12"W	21.78
322	N 10°43'14"W	17.88
323	N 14°03'14"E	27.30
324	N 00°33'48"E	22.02
325	N 18°18'04"E	48.84
326	N 40°09'15"W	25.48
327	N 37°09'39"W	30.87
328	N 25°38'02"W	33.98
329	N 18°36'10"W	35.07
330	N 82°52'25"W	30.71
331	N 32°52'31"W	37.48
332	N 83°35'15"W	38.80
333	N 20°41'27"W	12.49
334	N 84°06'12"E	41.30
335	N 81°36'30"W	39.07
336	N 78°26'54"E	28.18
337	N 89°43'40"W	23.05
338	N 75°50'48"E	24.48
339	N 72°43'36"W	30.06
340	N 81°01'47"E	20.78
341	N 69°56'16"W	29.11
342	N 83°07'09"W	14.61
343	N 81°48'10"E	23.38
344	N 78°35'23"E	30.80
345	N 89°24'08"W	21.47
346	N 79°06'56"E	47.30
347	N 32°55'48"W	14.17
348	N 71°07'22"E	21.56
349	N 80°09'33"W	26.08
350	N 85°40'58"W	24.00
351	N 32°19'18"W	17.84
352	N 24°53'38"E	27.42
353	N 67°19'23"W	26.08
354	N 72°53'37"W	28.52
355	N 52°06'43"E	18.39
356	N 30°57'30"E	17.77
357	N 38°19'41"W	33.36
358	N 08°35'48"E	8.85
359	N 67°52'19"E	19.37
360	N 78°00'41"E	35.17
361	N 83°40'50"E	19.30
362	N 24°18'33"E	11.62
363	N 08°00'44"W	20.88
364	N 53°40'32"E	21.83
365	N 13°06'46"E	20.89
366	N 10°40'03"W	20.99
367	N 79°33'18"E	12.38
368	N 58°00'04"W	24.71
369	N 50°47'54"W	18.71
370	N 78°23'48"W	27.34
371	N 84°37'48"E	28.79
372	N 48°52'18"E	40.62
373	N 89°04'00"E	37.74
374	N 10°18'21"W	42.72
375	N 13°15'12"E	36.08
376	N 28°33'15"E	34.79
377	N 13°37'38"E	36.10
378	N 70°21'12"E	23.08
379	N 31°16'51"E	44.62
380	N 32°47'56"W	21.65
381	N 33°19'18"E	43.47
382	N 32°03'48"E	36.07
383	N 19°12'02"E	25.10
384	N 56°17'28"E	24.83
385	N 05°36'37"W	18.67
386	N 85°13'02"W	33.85
387	N 36°11'58"W	18.67
388	N 08°09'45"W	17.02
389	N 46°38'15"E	19.04
390	N 01°18'48"W	18.67
391	N 41°27'35"W	24.40
392	N 88°21'09"W	33.13
393	N 22°23'08"E	31.26
394	N 83°24'18"E	33.53
395	N 31°27'31"E	39.38
396	N 88°34'49"W	36.27
397	N 85°08'44"W	28.86
398	N 79°18'17"E	22.79
399	N 83°31'40"W	21.83
400	N 84°16'41"E	21.90
401	N 50°53'00"E	17.15
402	N 32°58'24"E	22.44
403	N 35°49'22"E	43.70
404	N 32°52'31"W	23.27
405	N 37°18'08"W	38.38
406	N 26°34'04"W	33.38
407	N 36°03'54"E	28.98
408	N 24°31'27"E	26.53
409	N 29°37'37"E	20.18
410	N 14°24'11"E	38.37
411	N 30°06'52"W	28.10
412	N 03°42'48"W	53.29
413	N 82°56'05"E	38.29
414	N 86°29'18"W	34.76
415	N 73°00'03"W	

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

WEST BAY CLUB

A SUBDIVISION IN
SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

PLAT BOOK 62 PAGE 99

SHEET 21 OF 33

SCALE: 1" = 60'

CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
C25	84°37'58"	36.47	53.22
C26	53°07'10"	48.03	44.55
C30	94°01'00"	59.48	61.28
C48	67°33'29"	31.47	46.11
C52	51°06'12"	20.73	18.49
C61	91°39'56"	53.00	49.60
L303	02°26'17"	420.00	17.87
L304	6°55'27"	480.00	58.01
L307	39°39'02"	53.00	38.06
L308	25°33'58"	53.00	24.54
C967	234°06'42"	55.00	224.73

LINE DATA

	DELTA/BEARING	LEN./DIST.
L70	N 10°25'24"W	50.98
L71	N 29°17'17"W	40.98
L72	N 46°01'36"E	32.37
L73	N 13°37'18"E	22.80
L74	N 88°48'58"E	40.20
L75	N 28°50'28"E	42.28
L76	N 21°27'50"W	39.61
L77	N 27°50'20"E	21.04
L78	N 52°24'57"W	22.38
L79	N 73°22'44"E	38.02
L80	N 53°09'13"W	22.16
L81	N 10°34'28"W	43.67
L82	N 02°10'48"W	48.53
L83	N 53°08'02"W	38.07
L84	N 49°47'18"E	54.38
L85	N 79°26'23"W	20.78
L86	N 63°18'35"W	29.48
L87	N 23°45'18"W	42.12
L88	N 82°40'35"E	32.35
L89	N 45°38'08"E	28.98
L90	N 18°33'53"W	37.19
L91	N 84°35'03"W	24.91
L92	N 23°36'28"W	41.32
L93	N 78°14'38"W	26.35
L94	N 09°09'54"W	38.03
L95	N 81°48'33"W	32.06
L96	N 04°03'48"W	43.70
L97	N 68°46'25"W	19.68
L98	N 69°11'02"E	18.38
L99	N 57°40'01"W	30.99
L100	N 25°04'07"W	38.32
L101	N 37°28'58"W	37.60
L102	N 10°53'54"E	25.31
L103	N 40°13'21"W	8.89
L104	N 19°06'43"W	20.98
L105	N 25°33'49"W	38.79
L106	N 82°56'05"E	53.29
L107	N 06°29'19"W	28.28
L108	N 13°58'40"W	34.71
L109	N 30°30'11"E	36.34
L110	N 87°17'07"W	48.20
L111	N 34°53'14"E	21.85
L112	N 38°31'36"E	17.08
L113	N 89°34'40"E	6.36
L114	N 11°22'36"E	26.16
L115	N 03°37'40"E	27.48
L116	N 15°24'16"E	18.72
L117	N 67°38'31"E	17.72
L118	N 07°59'30"W	27.52
L119	N 07°07'12"E	28.84
L120	N 14°00'26"W	39.89
L121	N 32°37'16"E	38.59
L122	N 07°35'34"E	37.32
L123	N 75°50'11"W	17.79
L124	N 07°42'33"W	37.91
L125	N 13°55'28"W	53.83
L126	N 23°01'05"W	48.48
L127	N 84°58'01"W	28.48
L128	N 04°22'48"W	34.33
L129	N 24°43'56"E	16.34
L130	N 13°10'07"W	29.15
L131	N 44°13'08"W	38.80
L132	N 56°06'48"W	23.16
L133	N 14°16'03"E	34.43
L134	N 31°43'10"E	30.70
L135	N 21°41'03"E	38.43
L136	N 29°44'34"E	28.80
L137	N 08°18'48"E	41.85
L138	N 11°01'35"W	44.00
L139	N 41°32'03"W	32.28
L140	N 04°04'12"W	25.42
L141	N 66°56'05"W	30.41
L142	N 00°05'32"W	22.49
L143	N 33°00'43"E	18.93
L144	N 12°08'14"E	28.54
L145	N 37°29'38"W	33.00
L146	N 13°53'48"W	19.41
L147	N 30°43'13"W	31.68
L148	N 28°31'43"W	31.13
L149	N 50°21'58"W	31.81
L150	N 19°29'33"W	30.68
L151	N 32°38'22"W	30.94
L152	N 50°30'09"W	20.38
L153	N 10°53'22"E	38.86
L154	N 85°30'31"E	10.84
L155	N 20°33'57"E	21.69
L156	N 88°13'57"E	31.24
L157	N 80°06'29"W	15.24
L158	N 44°19'28"E	22.14
L159	N 09°01'09"E	18.80
L160	N 04°49'34"W	28.79
L161	N 88°43'13"W	27.79
L162	N 01°15'35"W	23.30
L163	N 82°35'58"E	37.70
L164	N 22°16'16"E	26.58
L165	N 45°41'03"W	30.73
L166	N 88°01'58"E	28.62
L167	N 68°12'30"E	38.38
L168	N 83°35'27"W	27.28
L169	N 18°22'20"E	31.76
L170	N 75°54'25"E	28.46
L171	N 00°39'57"E	41.83
L172	N 10°39'30"W	42.44
L173	N 18°00'18"E	20.70
L174	N 63°46'18"W	29.67
L175	N 18°13'48"E	28.73
L176	N 72°01'33"E	18.58
L177	N 40°13'18"W	25.12
L178	N 33°24'37"E	38.64
L179	N 80°13'44"W	33.30
L180	N 29°30'33"W	52.48
L181	N 50°48'29"W	43.67
L182	N 87°37'37"E	33.92
L183	N 07°07'22"W	41.53
L184	N 11°53'00"E	45.69
L185	N 82°27'09"E	44.74
L186	N 48°35'30"E	28.09
L187	N 09°08'14"E	38.84
L188	N 33°47'48"W	64.38
L189	N 23°03'49"E	45.28
L190	N 49°13'18"W	31.17
L191	N 54°18'08"E	34.78
L192	N 39°13'13"W	28.45
L193	N 11°18'18"E	43.29
L194	N 43°54'05"W	42.81
L195	N 00°36'30"E	47.88
L196	N 73°29'14"W	34.15
L197	N 16°30'00"W	43.38
L198	N 04°12'36"W	33.78
L199	N 07°58'17"E	30.68
L200	N 88°53'10"E	28.94
L201	N 16°49'11"E	56.64
L202	N 48°08'32"E	29.62
L203	N 11°35'55"W	23.62
L204	N 50°21'08"W	13.55
L205	N 74°29'53"W	23.43
L206	N 09°20'23"W	23.19
L207	N 43°14'18"E	28.91
L208	N 09°07'33"E	10.84
L209	N 88°48'10"E	48.48
L210	N 10°29'50"W	38.07
L211	N 18°00'18"E	33.45
L212	N 80°18'25"W	51.54
L213	N 87°37'37"E	17.99
L214	N 07°07'22"W	14.32
L215	N 11°53'00"E	23.84
L216	N 82°37'09"E	34.67
L217	N 09°08'14"E	53.95
L218	N 14°38'40"E	34.25
L219	N 23°03'49"E	10.08
L220	N 49°13'18"W	17.87
L221	N 39°13'13"W	41.24
L222	N 11°18'18"E	37.77
L223	N 04°12'36"W	37.19
L224	N 03°08'17"E	13.60
L225	N 66°33'10"E	23.32
L226	N 48°08'32"E	28.71
L227	N 82°21'31"W	14.31
L228	N 88°25'01"W	8.79

LEGEND

TRACTS
- REC = RECREATION
- PRACTICE RANGE
- CC = COUNTRY CLUB
- GC = GOLF COURSE
- LS = LANDSCAPE
- LAKE
- PARK
- CONSERVATION
- CART PATH
- FUTURE DEVELOPMENT
- DRAINAGE
- ROW = ROAD RIGHT OF WAY

- UE = UTILITY EASEMENT
- DE = DRAINAGE EASEMENT
- LME = LAKE MAINTENANCE EASEMENT
- DB = DEED BOOK
- Δ = DELTA
- OR = OFFICIAL RECORD BOOK
- R = RADIUS
- L = ARC LENGTH
- = MATCH LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2218-2272

SECTION 5, TOWNSHIP 47 SOUTH, RANGE 25 EAST
SECTION 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST

S 89°34'40" W 2662.29'
S 01°31'46" E 62.78
S 89°10'55" W 349.43

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

WEST BAY CLUB
A SUBDIVISION IN
SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

PLAT BOOK 62 PAGE 100

SHEET 22 OF 33

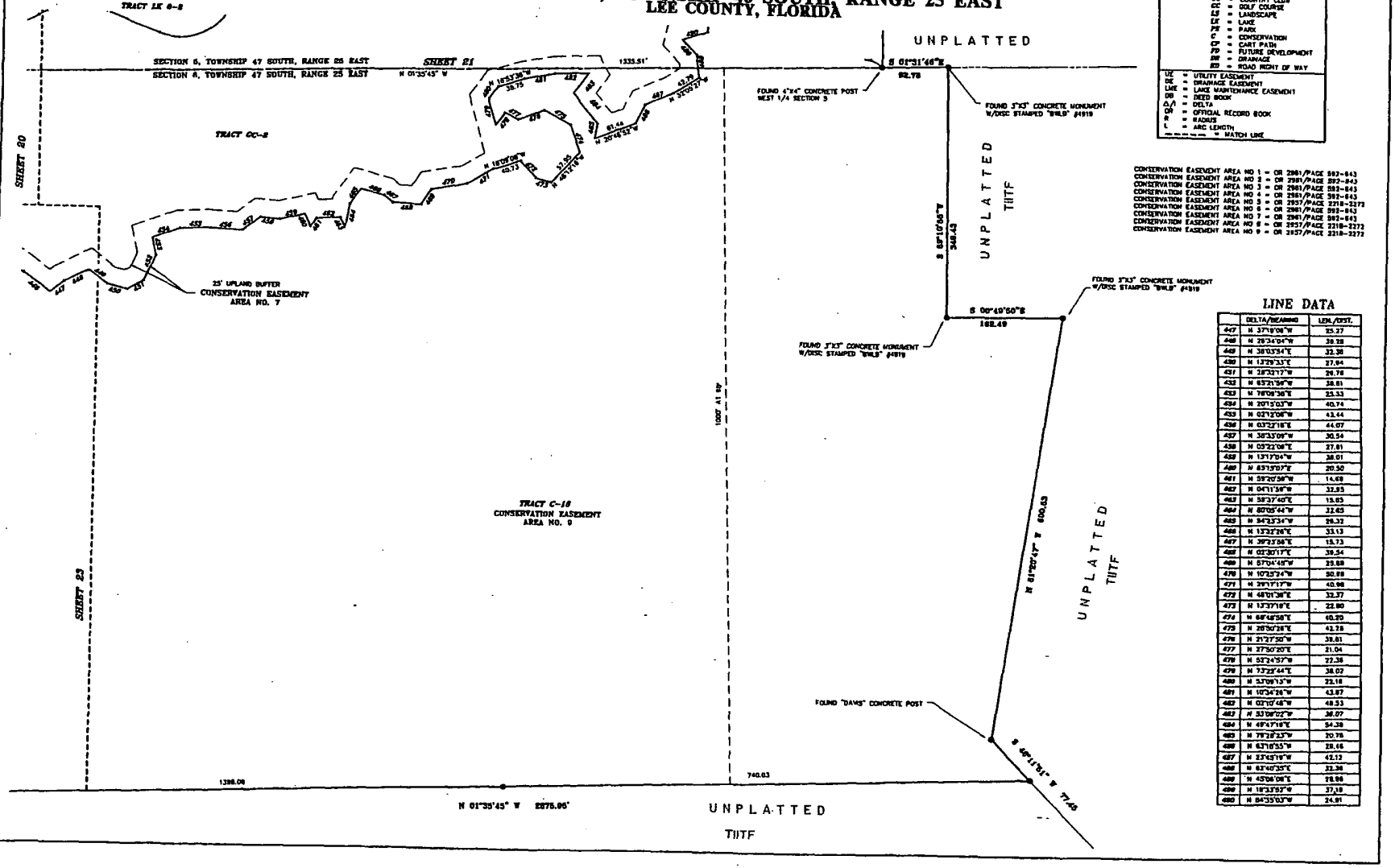
NORTH
0 30 60 120
SCALE: 1" = 60'

LEGEND

TRACTS
- RE = RECREATION
- PR = PRACTICE RANGE
- CC = COUNTRY CLUB
- GC = GOLF COURSE
- LS = LANDSCAPE
- LK = LAKE
- PK = PARK
- C = CONSERVATION
- CP = CART PATH
- FD = FUTURE DEVELOPMENT
- DR = DRAINAGE
- RW = ROAD RIGHT OF WAY

- UE = UTILITY EASEMENT
- DE = DRAINAGE EASEMENT
- LME = LAKE MAINTENANCE EASEMENT
- DB = DEED BOOK
- Δ = DELTA
- OR = OFFICIAL RECORD BOOK
- R = RADIUS
- L = ARC LENGTH
- = MATCH LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2218-2272



LINE DATA

	DELTA/BEARING	LEN./DIST.
447	N 37°19'08"W	25.27
448	N 28°34'04"W	38.28
449	N 38°03'54"E	32.38
450	N 13°29'33"E	27.94
451	N 28°32'17"W	26.78
452	N 65°21'56"W	38.81
453	N 78°08'38"E	25.53
454	N 20°15'03"W	40.74
455	N 02°12'08"W	43.44
456	N 03°22'18"E	44.07
457	N 38°33'09"W	30.54
458	N 03°22'08"E	27.81
459	N 13°17'04"W	38.01
460	N 85°37'07"E	20.50
461	N 59°20'38"W	14.48
462	N 04°11'38"W	32.85
463	N 58°37'40"E	15.85
464	N 80°05'44"W	32.65
465	N 54°23'34"W	28.32
466	N 13°32'28"E	33.13
467	N 39°23'08"E	15.73
468	N 02°30'17"E	39.54
469	N 67°04'49"W	25.89
470	N 10°25'24"W	30.89
471	N 29°17'17"W	40.96
472	N 48°01'38"E	32.37
473	N 13°37'18"E	22.80
474	N 68°48'58"E	40.20
475	N 28°50'28"E	42.78
476	N 21°27'50"W	38.81
477	N 27°50'20"E	21.04
478	N 63°24'57"W	27.38
479	N 7°22'44"E	36.02
480	N 53°08'13"W	23.16
481	N 10°34'26"W	43.87
482	N 02°10'48"W	48.53
483	N 53°08'02"W	36.07
484	N 49°47'18"E	54.38
485	N 79°28'23"W	20.76
486	N 63°18'55"W	29.46
487	N 23°45'19"W	42.12
488	N 63°40'35"E	32.36
489	N 45°08'08"E	78.98
490	N 18°33'52"W	37.18
491	N 84°55'03"W	24.91

PREPARED BY:
JOHNSON ENGINEERING, INC.
8150 JOHNSON STREET
FORT MYERS, FLORIDA 33912

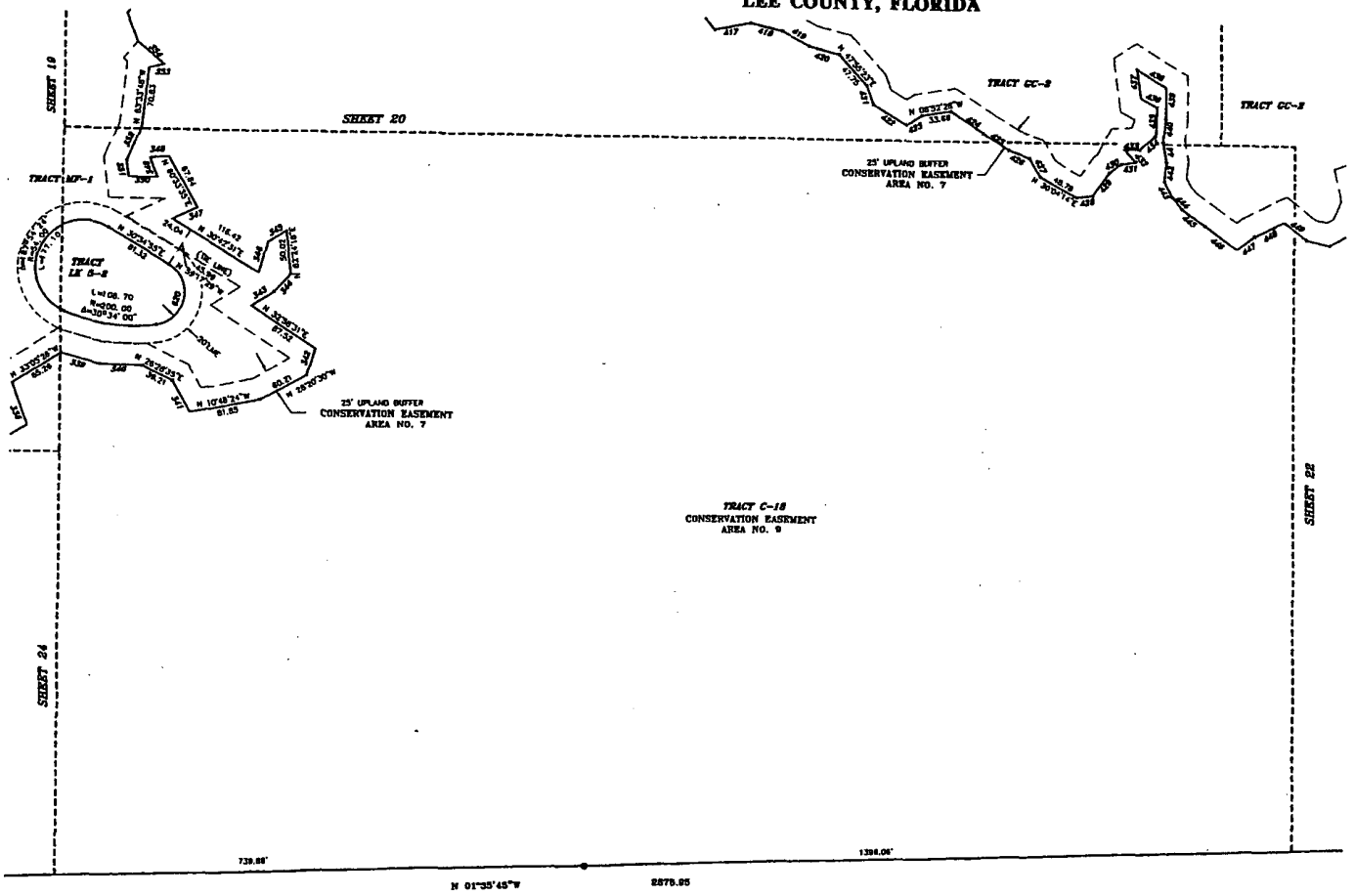
WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

PLAT BOOK 62 PAGE 101

SHEET 23 OF 33

NORTH
0 30 60 120
SCALE: 1" = 60'



LEGEND

TRACTS

RC	= RECREATION
PR	= PRACTICE RANGE
CC	= COUNTRY CLUB
GC	= GOLF COURSE
LS	= LANDSCAPE
LK	= LAKE
PK	= PARK
C	= CONSERVATION
MF	= MULTIFAMILY
FD	= FUTURE DEVELOPMENT
DR	= DRAINAGE
RW	= ROAD RIGHT OF WAY

UE	= UTILITY EASEMENT
DE	= DRAINAGE EASEMENT
LME	= LAKE MAINTENANCE EASEMENT
DB	= DEED BOOK
Δ	= DELTA
OR	= OFFICIAL RECORD BOOK
R	= RADIUS
L	= ARC LENGTH
	= MATCH LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2218-2272

CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
C20	141°31'49"	37.00	91.40

LINE DATA

	DELTA/BEARING	LEN./DIST.
339	N 70°28'31"E	51.68
339	N 15°12'24"E	43.27
340	N 01°10'43"E	48.24
341	N 61°08'40"E	41.13
342	N 72°53'15"W	32.61
343	N 31°50'48"W	30.30
344	N 47°11'05"W	28.29
345	N 32°20'01"W	24.58
346	N 74°47'09"W	38.45
347	N 25°35'42"W	31.08
348	N 05°24'18"W	21.83
349	N 88°23'36"E	23.86
350	N 00°07'38"E	33.64
351	N 87°34'44"E	18.93
352	N 88°50'04"W	39.47
353	N 13°56'56"W	17.73
354	N 40°09'10"E	28.40
355	N 88°47'13"E	35.38
420	N 13°33'38"E	38.10
421	N 70°21'12"E	23.08
422	N 31°16'51"E	44.82
423	N 32°43'50"W	21.85
424	N 33°19'18"E	45.47
425	N 32°02'48"E	38.07
426	N 19°13'02"E	25.10
427	N 56°17'28"E	24.83
428	N 05°50'37"W	18.67
429	N 55°13'02"W	33.93
430	N 36°11'58"W	18.57
431	N 08°09'45"W	17.02
432	N 46°36'15"E	19.04
433	N 01°18'48"W	18.97
434	N 41°27'35"W	24.40
435	N 88°31'09"W	33.13
436	N 28°22'08"E	31.26
437	N 82°47'18"E	33.52
438	N 31°27'31"E	39.36
439	N 88°34'48"W	38.27
440	N 85°06'44"W	28.86
441	N 78°18'17"E	22.78
442	N 83°31'40"W	21.83
443	N 64°18'41"E	21.80
444	N 80°53'00"E	17.15
445	N 39°28'24"E	32.44
446	N 35°49'22"E	45.70
447	N 37°18'08"W	25.27
448	N 28°34'04"W	36.28
449	N 38°03'54"E	31.38

PREPARED BY:
JOHNSON ENGINEERING, INC.
8150 JOHNSON STREET
FORT MYERS, FLORIDA 33907

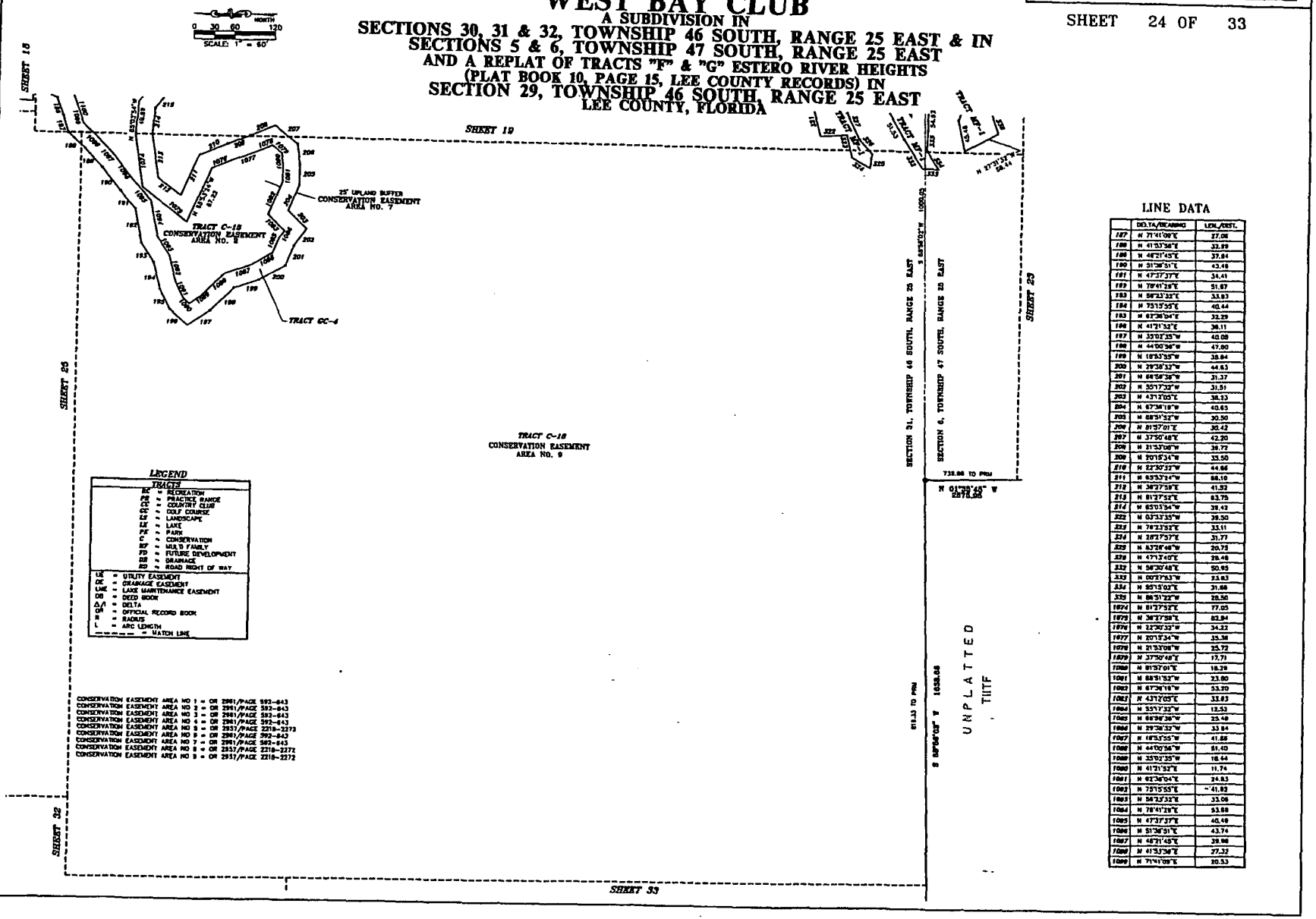
PLAT BOOK 62 PAGE 102

SHEET 24 OF 33

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

0 30 60 120
SCALE: 1" = 60'



LEGEND

TRACTS

RC	= RECREATION
PGR	= PRACTICE RANGE
CC	= COUNTRY CLUB
GC	= GOLF COURSE
LS	= LANDSCAPE
LK	= LAKE
PK	= PARK
C	= CONSERVATION
MF	= MULTI FAMILY
FD	= FUTURE DEVELOPMENT
DR	= DRAINAGE
RW	= ROAD RIGHT OF WAY

UE	= UTILITY EASEMENT
DE	= DRAINAGE EASEMENT
LME	= LAKE MAINTENANCE EASEMENT
DB	= DEED BOOK
Δ	= DELTA
PG	= OFFICIAL RECORD BOOK
R	= RADIUS
L	= ARC LENGTH
	= MATCH LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2951/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2951/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2951/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2951/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2937/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2951/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2951/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2937/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2937/PAGE 2218-2272

LINE DATA

	DELTA/BEARING	LEN./DIST.
187	N 71°41'09"E	27.08
188	N 41°53'56"E	33.89
189	N 48°21'45"E	37.84
190	N 51°36'51"E	43.48
191	N 47°37'37"E	34.41
192	N 78°41'28"E	51.87
193	N 56°23'32"E	33.83
194	N 75°15'55"E	40.44
195	N 62°36'04"E	32.29
196	N 41°21'52"E	36.11
197	N 33°02'35"W	40.00
198	N 44°00'56"W	47.90
199	N 18°53'55"W	38.84
200	N 29°38'32"W	44.63
201	N 66°56'36"W	31.37
202	N 35°17'32"W	31.51
203	N 43°12'05"E	38.23
204	N 67°36'19"W	40.65
205	N 88°51'52"W	30.50
206	N 81°57'01"E	30.42
207	N 37°50'48"E	42.20
208	N 21°53'08"W	39.72
209	N 20°18'34"W	33.50
210	N 52°30'32"W	44.66
211	N 83°53'14"W	58.10
212	N 36°27'58"E	41.52
213	N 81°27'52"E	63.75
214	N 65°03'54"W	38.42
222	N 03°33'35"W	39.50
223	N 78°23'32"E	33.11
224	N 28°27'57"E	31.77
225	N 83°26'48"W	20.75
226	N 47°12'40"E	28.48
232	N 56°30'48"E	50.95
233	N 00°27'53"W	33.83
234	N 85°15'02"E	31.88
235	N 88°51'52"W	28.50
1074	N 81°27'52"E	77.05
1075	N 36°27'58"E	82.84
1076	N 22°30'32"W	34.22
1077	N 20°18'34"W	35.36
1078	N 21°53'08"W	25.72
1079	N 37°50'48"E	17.71
1080	N 81°57'01"E	18.28
1081	N 88°51'52"W	23.80
1082	N 67°36'19"W	53.20
1083	N 43°12'05"E	33.83
1084	N 35°17'32"W	12.53
1085	N 66°56'36"W	25.48
1086	N 29°38'32"W	33.84
1087	N 18°53'55"W	41.88
1088	N 44°00'56"W	51.40
1089	N 33°02'35"W	16.44
1090	N 41°21'52"E	11.74
1091	N 62°36'04"E	24.83
1092	N 75°15'55"E	41.82
1093	N 56°23'32"E	33.06
1094	N 78°41'28"E	53.88
1095	N 47°37'37"E	40.49
1096	N 51°36'51"E	43.74
1097	N 48°21'45"E	39.98
1098	N 41°53'56"E	27.32
1099	N 71°41'09"E	20.53

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

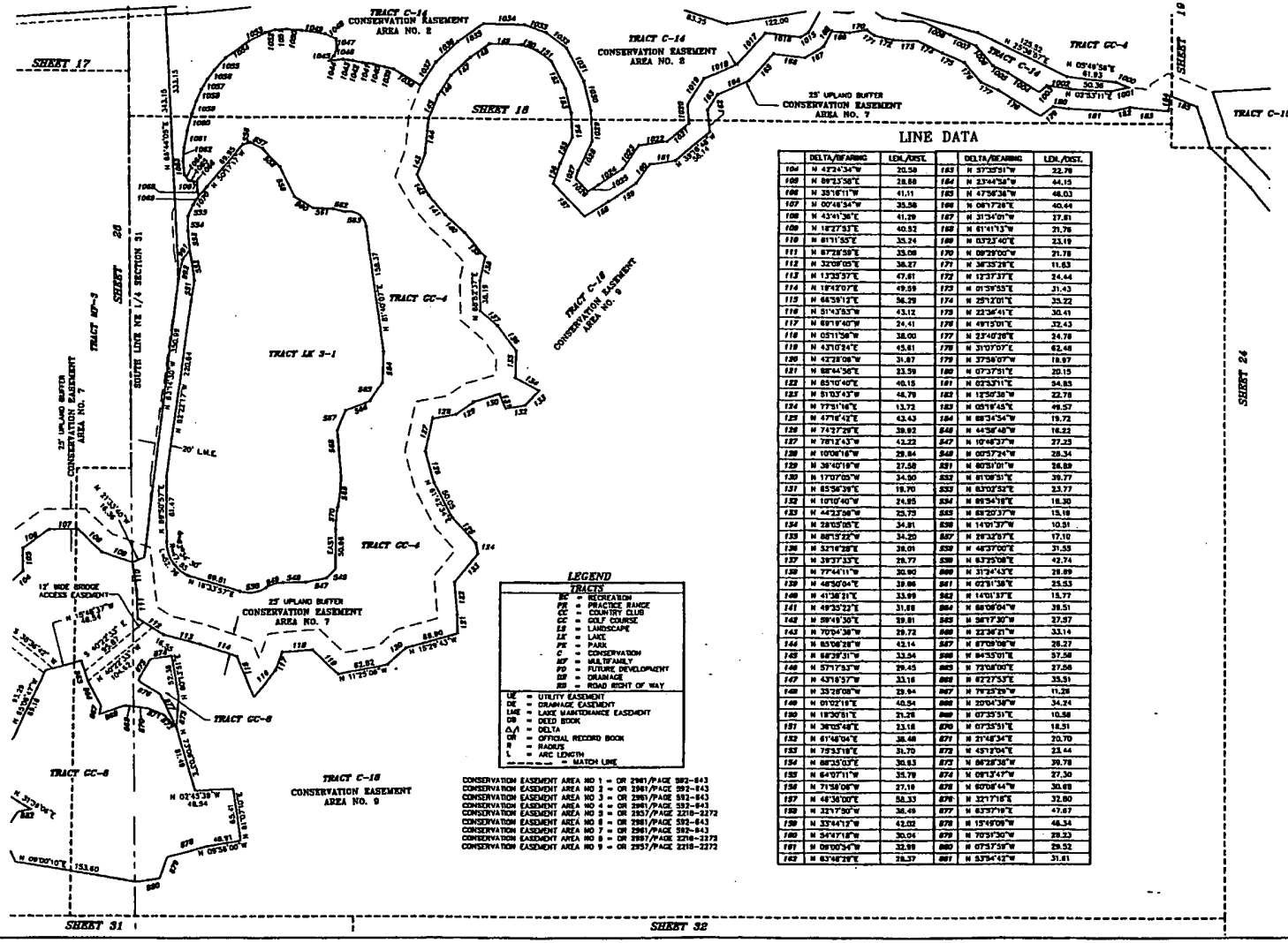
WEST BAY CLUB

A SUBDIVISION IN
SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

PLAT BOOK 62 PAGE 103

SHEET 25 OF 33

0 30 60 120
SCALE: 1" = 60'



LEGEND

TRACTS

- REC = RECREATION
- PR = PRACTICE RANGE
- CC = COUNTRY CLUB
- GC = GOLF COURSE
- LS = LANDSCAPE
- LK = LAKE
- PK = PARK
- C = CONSERVATION
- MF = MULTIFAMILY
- FD = FUTURE DEVELOPMENT
- DR = DRAINAGE
- RW = ROAD RIGHT OF WAY

- UE = UTILITY EASEMENT
- DE = DRAINAGE EASEMENT
- LME = LAKE MAINTENANCE EASEMENT
- DB = DEED BOOK
- Δ = DELTA
- OR = OFFICIAL RECORD BOOK
- R = RADIUS
- L = ARC LENGTH
- ---------- = MATCH LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2210-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2987/PAGE 2210-2273
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2210-2272

CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
C49	30°11'29"	43.71	23.51
C50	46°06'41"	40.78	34.25
C67	95°39'38"	21.65	36.37
C69	10°42'49"	213.51	39.74
C70	10°53'17"	141.84	26.92

LINE DATA

	DELTA/BEARING	LEN./DIST.
L104	N 42°24'34"W	20.58
L105	N 89°23'58"E	28.88
L106	N 35°16'11"W	41.11
L107	N 00°48'34"W	35.56
L108	N 43°41'36"E	41.29
L109	N 18°27'53"E	40.52
L110	N 61°11'55"E	35.24
L111	N 67°28'59"E	35.08
L112	N 32°09'05"E	38.27
L113	N 13°35'57"E	47.61
L114	N 18°42'07"E	49.59
L115	N 66°59'12"E	36.29
L116	N 51°43'53"W	43.12
L117	N 69°18'40"W	24.41
L118	N 05°11'56"W	38.00
L119	N 43°07'24"E	45.61
L120	N 42°28'08"W	31.87
L121	N 88°44'36"E	23.58
L122	N 85°10'40"E	40.15
L123	N 81°03'43"W	46.79
L124	N 77°51'16"E	13.72
L125	N 47°16'42"E	43.43
L126	N 74°27'29"E	39.92
L127	N 78°12'43"W	42.22
L128	N 10°06'16"W	29.84
L129	N 38°40'19"W	27.58
L130	N 17°07'05"W	34.50
L131	N 85°56'39"E	19.70
L132	N 10°10'40"W	24.85
L133	N 44°23'58"W	25.79
L134	N 28°05'05"E	34.91
L135	N 68°15'22"W	34.20
L136	N 32°16'28"E	38.01
L137	N 39°27'33"E	28.77
L138	N 77°41'11"W	30.92
L139	N 48°56'01"W	39.86
L140	N 41°36'31"E	33.89
L141	N 49°33'22"E	31.88
L142	N 59°49'30"E	39.81
L143	N 70°04'36"W	29.72
L144	N 83°08'28"W	43.14
L145	N 68°39'31"W	33.54
L146	N 57°17'53"W	29.45
L147	N 43°18'57"W	33.16
L148	N 35°28'08"W	29.94
L149	N 01°02'18"E	40.54
L150	N 19°30'01"E	21.28
L151	N 36°05'48"E	23.18
L152	N 61°48'04"E	38.48
L153	N 75°37'18"E	31.70
L154	N 88°25'03"E	30.63
L155	N 64°07'11"W	35.79
L156	N 71°58'08"W	27.10
L157	N 48°36'00"E	58.33
L158	N 32°17'50"W	36.49
L159	N 33°44'12"W	42.02
L160	N 54°47'18"W	30.04
L161	N 09°00'54"W	32.98
L162	N 63°48'28"E	28.37
L163	N 57°25'51"W	22.78
L164	N 23°44'58"W	44.15
L165	N 47°58'36"W	46.03
L166	N 06°17'26"E	40.44
L167	N 31°34'01"W	27.81
L168	N 61°41'13"W	21.76
L169	N 03°23'40"E	23.19
L170	N 09°29'00"W	21.78
L171	N 36°35'29"E	11.83
L172	N 12°37'37"E	24.44
L173	N 01°39'55"E	31.43
L174	N 25°17'01"E	35.22
L175	N 22°36'41"E	30.41
L176	N 49°12'01"E	32.43
L177	N 23°40'28"E	24.78
L178	N 31°07'07"E	62.48
L179	N 37°56'07"W	18.97
L180	N 07°37'51"E	20.15
L181	N 02°53'11"E	94.85
L182	N 12°56'36"W	22.78
L183	N 05°16'45"E	48.57
L184	N 88°34'54"W	19.72
L185	N 44°56'48"W	16.22
L186	N 10°46'37"W	27.25
L187	N 00°57'24"W	28.34
L188	N 80°51'01"W	26.89
L189	N 81°08'31"E	39.77
L190	N 83°02'53"E	23.77
L191	N 86°54'18"E	18.30
L192	N 89°29'37"W	15.19
L193	N 14°01'37"E	10.51
L194	N 28°32'07"E	17.10
L195	N 46°37'00"E	31.55
L196	N 63°25'08"E	42.74
L197	N 31°34'43"E	28.89
L198	N 62°51'38"E	25.53
L199	N 14°01'37"E	15.77
L200	N 88°08'04"W	39.51
L201	N 36°17'30"W	27.97
L202	N 32°36'21"W	33.14
L203	N 87°09'08"W	26.27
L204	N 84°55'01"E	37.58
L205	N 72°08'00"E	27.56
L206	N 82°27'53"E	35.51
L207	N 76°23'29"W	11.28
L208	N 20°04'38"W	34.24
L209	N 07°35'51"E	10.58
L210	N 07°35'51"E	18.51
L211	N 21°48'34"E	20.70
L212	N 43°12'04"E	23.44
L213	N 86°28'36"W	39.78
L214	N 08°13'47"W	27.30
L215	N 80°06'44"W	30.68
L216	N 32°17'18"E	32.80
L217	N 63°37'18"E	47.67
L218	N 15°49'08"W	46.34
L219	N 70°31'30"W	29.33
L220	N 07°37'51"W	29.52
L221	N 53°54'42"W	31.61

LINE DATA

	DELTA/BEARING	LEN./DIST.
L82	N 11°35'05"W	17.17
L91	N 34°20'03"W	15.91
L92	N 79°19'29"W	24.99
L000	N 31°39'13"E	17.45
L001	N 12°50'38"W	33.32
L002	N 07°37'51"E	29.63
L003	N 37°58'07"W	13.27
L004	N 31°07'07"E	48.90
L005	N 12°40'28"E	20.71
L006	N 49°15'01"E	32.68
L007	N 22°36'41"E	35.76
L008	N 25°17'01"E	36.78
L015	N 31°34'01"W	12.31
L016	N 06°17'26"E	44.87
L017	N 47°58'36"W	53.48
L018	N 23°44'58"W	48.40
L019	N 57°35'51"W	39.13
L020	N 83°46'29"E	33.57
L021	N 36°16'48"W	35.82
L022	N 09°00'54"W	36.76
L023	N 84°47'18"W	35.85
L024	N 33°44'12"W	37.08
L025	N 33°17'50"W	15.60
L026	N 48°36'00"E	22.90
L027	N 71°58'08"W	10.59
L028	N 84°07'11"W	40.61
L029	N 86°35'03"E	39.80
L030	N 75°54'19"E	37.13
L031	N 81°48'04"E	47.27
L032	N 36°05'48"E	33.75
L033	N 18°30'51"E	26.87
L034	N 01°02'18"E	52.82
L035	N 35°28'08"W	38.90
L036	N 43°18'57"W	37.84
L037	N 87°17'53"W	35.00
L038	N 30°31'11"E	39.91
L039	N 13°08'52"E	11.63
L040	N 13°40'41"E	19.33
L041	N 05°11'49"E	13.34
L042	N 11°18'36"E	12.31
L043	N 07°44'01"E	12.00
L044	N 06°48'12"W	18.34
L045	N 44°48'43"W	9.31
L046	N 70°24'14"W	10.92
L047	N 84°47'24"E	11.13
L048	N 24°48'31"E	15.30
L049	N 08°02'20"E	29.84
L050	N 04°26'21"E	19.26
L051	N 03°26'05"W	14.43
L052	N 15°36'11"W	13.19
L053	N 37°28'11"W	22.79
L054	N 35°45'19"W	38.31
L055	N 47°40'53"W	21.22
L056	N 53°36'16"W	13.80
L057	N 59°13'10"W	14.88
L058	N 65°37'26"W	13.08
L059	N 71°23'32"W	18.99
L060	N 78°02'15"W	22.93
L061	N 80°08'48"W	21.13
L062	N 84°51'06"W	17.20
L063	N 82°34'28"E	17.00
L064	N 80°50'29"E	8.24
L065	N 14°25'25"E	6.87
L066	N 05°04'29"W	4.78
L067	N 89°34'08"W	11.64
L068	N 75°49'44"E	6.87
L069	N 58°08'53"W	13.91
L070	N 48°23'33"W	15.70

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

WEST BAY CLUB

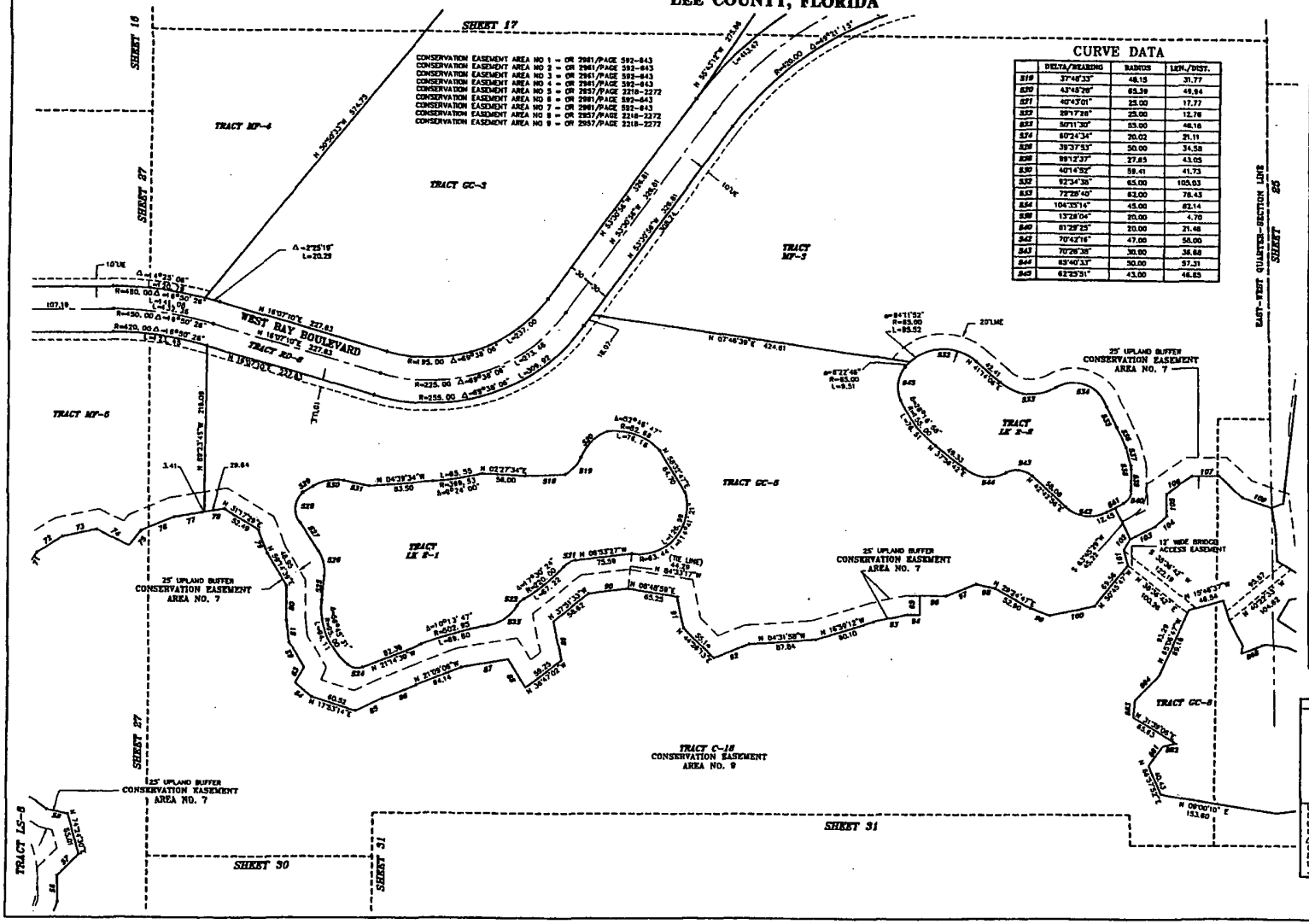
A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

PLAT BOOK 62 PAGE 104

SHEET 26 OF 33

NORTH
0 30 60 120
SCALE: 1" = 60'

CONSERVATION EASEMENT AREA NO 1 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2857/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2857/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2857/PAGE 2218-2272



CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
C19	37°46'33"	48.15	31.77
C20	43°48'26"	85.39	49.94
C21	40°43'01"	25.00	17.77
C22	29°17'26"	25.00	12.78
C23	50°11'30"	85.00	46.16
C24	60°24'34"	20.02	21.11
C25	39°37'53"	50.00	34.58
C26	88°12'37"	27.85	43.05
C27	40°14'52"	59.41	41.73
C28	92°34'38"	65.00	105.03
C29	72°28'40"	62.00	78.43
C30	104°33'16"	45.00	82.14
C38	13°28'04"	20.00	4.70
C40	61°28'25"	20.00	21.46
C42	70°42'16"	47.00	58.00
C43	70°26'38"	30.00	36.88
C44	83°40'33"	50.00	97.31
C45	62°25'31"	43.00	46.85

LINE DATA

	DELTA/BEARING	LEN./DIST.
L6	N 87°31'35"E	34.51
L7	N 43°56'56"W	39.98
L8	N 12°12'38"E	28.41
L73	N 12°02'08"W	45.89
L74	N 26°22'46"E	47.04
L75	N 30°33'33"W	24.56
L76	N 23°02'46"W	47.87
L77	N 09°24'58"W	38.03
L78	N 10°10'34"W	29.63
L79	N 66°27'44"E	33.12
L80	N 89°36'05"E	44.47
L81	N 63°35'36"E	38.87
L82	N 59°00'02"E	37.64
L83	N 58°40'33"W	23.07
L84	N 39°50'15"E	28.60
L85	N 25°12'05"W	38.68
L86	N 23°07'43"W	47.29
L87	N 10°19'02"W	61.48
L88	N 58°00'29"E	43.06
L89	N 78°31'50"E	31.22
L90	N 08°53'27"W	33.18
L91	N 77°44'01"E	41.58
L92	N 20°29'35"W	50.06
L93	N 11°23'19"W	45.73
L94	N 00°16'05"E	18.61
L95	N 88°37'19"E	25.01
L96	N 00°15'49"E	34.31
L97	N 21°18'10"W	42.60
L98	N 11°51'58"E	28.50
L99	N 21°03'03"E	27.12
L100	N 12°32'14"W	58.85
L101	N 73°34'48"E	20.64
L102	N 80°04'36"W	17.57
L103	N 39°17'31"W	38.29
L104	N 42°34'34"W	20.39
L105	N 89°23'58"E	28.98
L106	N 33°16'11"W	41.11
L107	N 00°48'54"W	35.56
L108	N 02°13'28"W	32.94
L109	N 83°59'15"W	31.31
L110	N 56°23'33"E	43.66
L111	N 31°08'52"W	18.06
L112	N 11°52'08"E	34.48
L113	N 63°43'24"E	29.27
L114	N 65°36'18"E	29.80
L115	N 79°20'42"E	24.92
L116	N 89°28'27"W	27.49
L117	N 27°39'03"W	24.84
L118	N 53°34'42"W	31.81
L119	N 11°55'05"W	17.17
L120	N 85°09'28"W	22.55
L121	N 48°10'32"W	45.44

LEGEND

TRACTS:
- RC = RECREATION
- CR = RACQUETBALL CLUB
- CC = COUNTRY CLUB
- GC = GOLF COURSE
- LS = LANDSCAPE
- LK = LAKE
- PK = PARK
- C = CONSERVATION
- MF = MULTIFAMILY
- FD = FUTURE DEVELOPMENT
- DR = DRAINAGE
- RD = ROAD RIGHT OF WAY

- UE = UTILITY EASEMENT
- DE = DRAINAGE EASEMENT
- LME = LAKE MAINTENANCE EASEMENT
- DB = DEED BOOK
- Δ = DELTA
- OR = OFFICIAL RECORD BOOK
- R = RADIUS
- L = ARC LENGTH
- = MATCH LINE

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

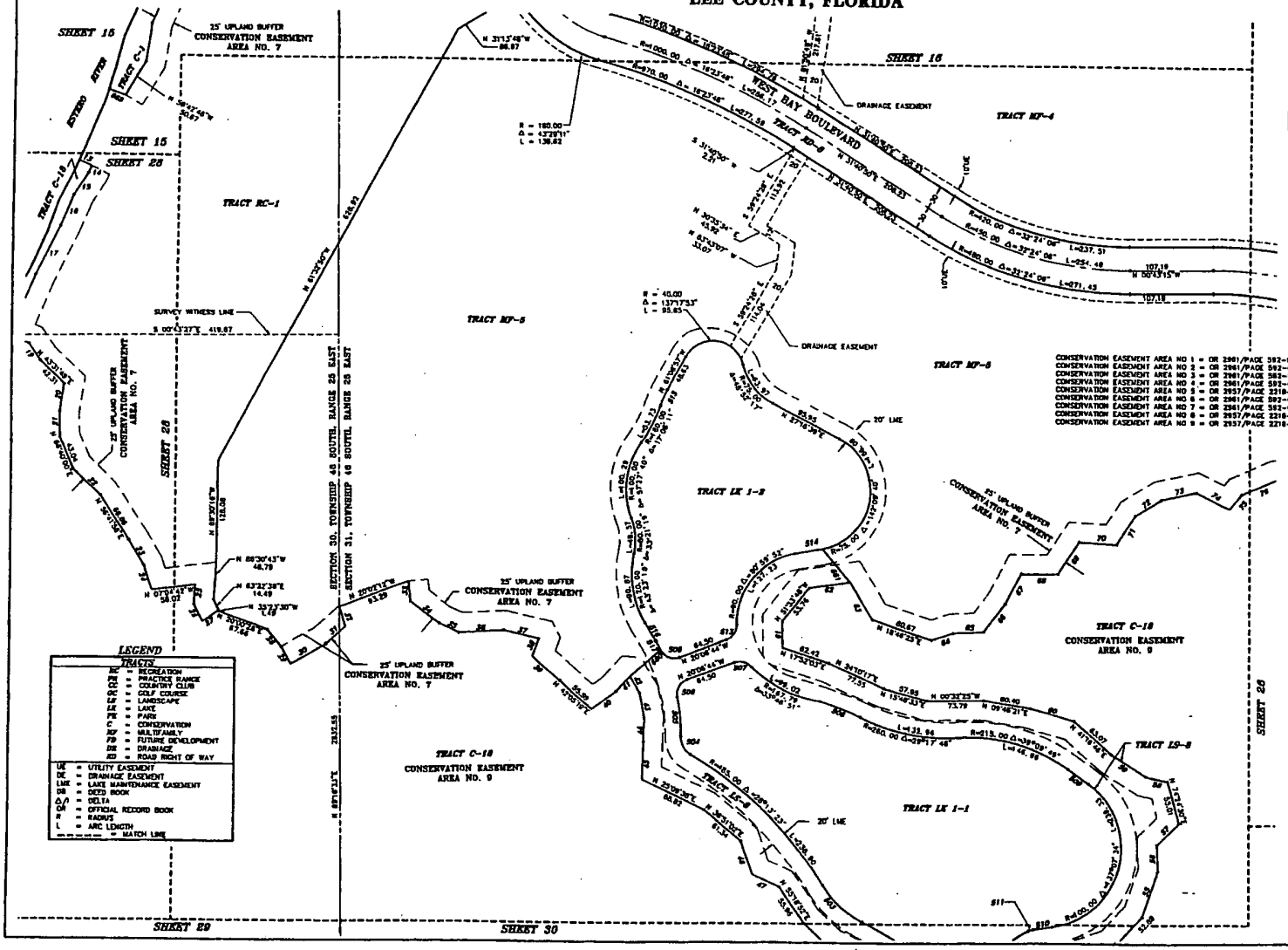
WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

PLAT BOOK 62 PAGE 105

SHEET 27 OF 33

SCALE: 1" = 60'



LEGEND

TRACTS
- RC = RECREATION
- RP = PRACTICE RANGE
- CC = COUNTRY CLUB
- GC = GOLF COURSE
- LS = LANDSCAPE
- LA = LAKE
- PR = PARK
- C = CONSERVATION
- RM = MULTIFAMILY
- FD = FUTURE DEVELOPMENT
- DR = DRAINAGE
- RW = ROAD RIGHT OF WAY

- UE = UTILITY EASEMENT
- DE = DRAINAGE EASEMENT
- LME = LAKE MAINTENANCE EASEMENT
- DB = DEED BOOK
- Δ = DELTA
- OR = OFFICIAL RECORD BOOK
- R = RADIUS
- L = ARC LENGTH
- ——— = MATCH LINE

CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
C03	31°49'12"	125.00	69.42
C04	61°14'05"	25.00	26.72
C05	12°56'36"	225.00	50.83
C06	81°47'12"	20.00	28.55
C07	71°26'50"	20.00	24.94
C08	7°33'31"	400.00	53.33
C11	18°57'06"	20.00	3.82
C12	71°26'49"	20.00	24.94
C16	6°58'10"	125.00	21.76
C17	3°12'04"	223.00	12.67

LINE DATA

	DELTA/BEARING	LEN./DIST.
L3	N 25°24'26"E	18 ±
L4	N 65°08'34"W	9.81
L5	N 57°29'48"W	33.13
L6	N 67°11'39"W	41.45
L7	N 63°52'24"W	69.79
L8	N 80°47'40"W	33.11
L9	N 89°18'24"E	32.54
L10	N 43°53'09"E	48.15
L11	N 57°54'39"E	36.79
L12	N 71°46'56"E	32.91
L13	N 88°30'43"W	23.38
L14	N 63°32'38"E	28.11
L15	N 35°23'30"W	23.82
L16	N 50°30'58"E	28.73
L17	N 60°41'29"E	24.00
L18	N 29°18'31"W	51.19
L19	N 41°41'33"W	32.79
L20	N 73°53'11"E	26.81
L21	N 83°18'07"E	25.02
L22	N 37°09'01"E	46.44
L23	N 24°33'09"E	27.20
L24	N 03°34'28"W	57.21
L25	N 12°33'36"E	48.33
L26	N 68°23'31"W	23.80
L27	N 40°30'27"E	46.84
L28	N 38°54'41"W	38.54
L29	N 47°22'55"W	28.24
L30	N 56°42'13"E	24.75
L31	N 79°37'45"E	33.65
L32	N 88°07'05"W	30.19
L33	N 88°09'49"W	49.78
L34	N 70°41'31"E	45.31
L35	N 24°31'45"E	37.73
L36	N 19°44'58"W	48.69
L37	N 70°34'54"W	62.14
L38	N 07°31'35"E	34.51
L39	N 43°36'58"W	38.66
L40	N 12°13'36"E	28.41
L41	N 32°29'38"E	31.39
L42	N 15°39'18"E	56.97
L43	N 89°28'48"E	33.23
L44	N 09°06'30"W	53.19
L45	N 58°20'13"E	85.73
L46	N 18°56'33"W	29.37
L47	N 02°07'54"W	39.49
L48	N 52°27'54"W	45.77
L49	N 42°01'07"W	43.24
L50	N 00°03'56"E	46.88
L51	N 36°14'24"W	49.19
L52	N 03°21'05"E	47.88
L53	N 57°40'20"W	43.96
L54	N 31°40'21"W	39.22
L55	N 12°03'06"W	45.89
L56	N 28°22'46"E	47.04
L57	N 25°16'48"E	31.85
L58	N 07°33'38"W	24.97
L59	N 10°33'41"W	33.58
L60	N 06°28'25"E	28.98
L61	N 40°23'36"W	51.85
L62	N 49°32'29"E	38.19
L63	N 19°18'15"E	23 ±

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

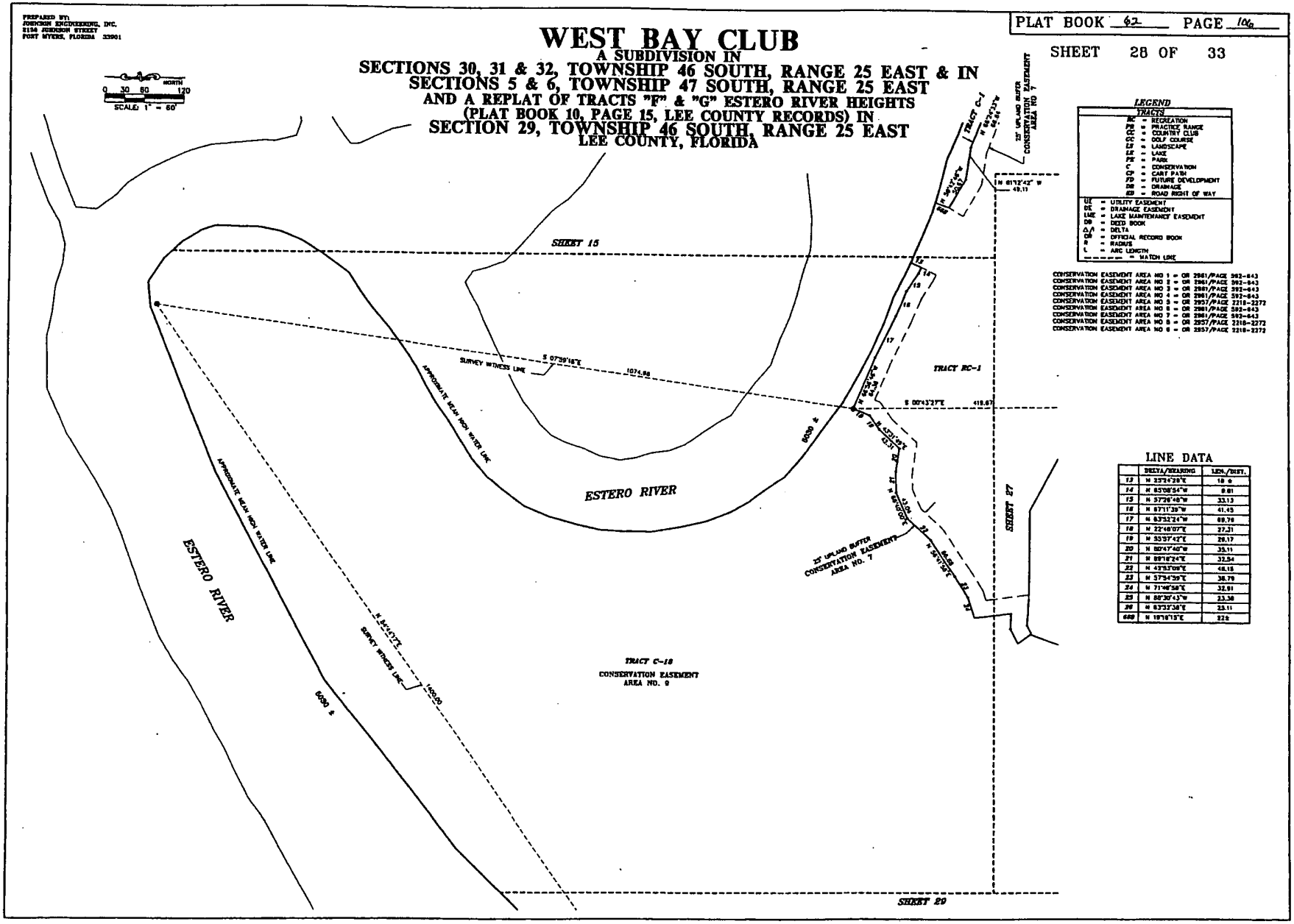
PLAT BOOK 62 PAGE 106

SHEET 28 OF 33

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

NORTH
0 30 60 120
SCALE: 1" = 60'


SHEET 15
SHEET 27
SHEET 29
TRACT C-1
TRACT RC-1
TRACT C-18
CONSERVATION EASEMENT AREA NO. 9
25' UPLAND BUFFER CONSERVATION EASEMENT AREA NO. 7
SURVEY WITNESS LINE
S 07°39'16"E
1074.86
S 00°43'27"E
418.67
APPROXIMATE MEAN HIGH WATER LINE
ESTERO RIVER
SURVEY WITNESS LINE
S 44°41'01"E
1409.00
N 61°12'43" W
49.17
N 46°47'40" W
50.00
N 43°12'20" E
50.00
S 46°47'40" E
50.00
S 43°12'20" W
50.00
N 46°47'40" W
64.39
S 43°12'20" W
42.50
N 46°47'40" W
64.39
S 43°12'20" W
42.50
N 46°47'40" W
64.39
S 43°12'20" W
42.50

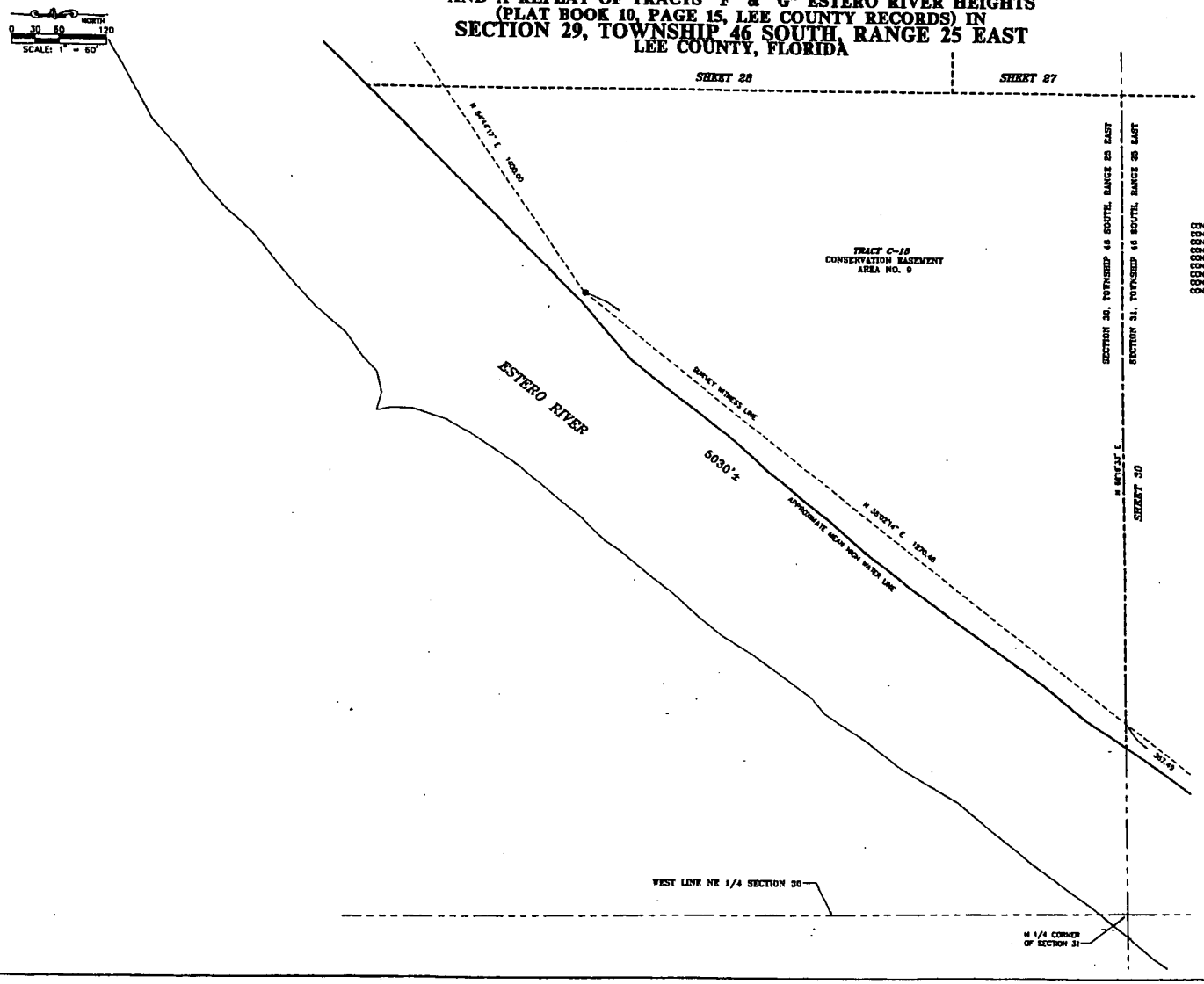
PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

PLAT BOOK 62 PAGE 107

SHEET 29 OF 33

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA



LEGEND

TRACTS

RC	= RECREATION
PRR	= PRACTICE RANGE
CC	= COUNTRY CLUB
GC	= GOLF COURSE
LS	= LANDSCAPE
LK	= LAKE
PK	= PARK
C	= CONSERVATION
CP	= CART PATH
FD	= FUTURE DEVELOPMENT
DR	= DRAINAGE
RD	= ROAD RIGHT OF WAY

UE	= UTILITY EASEMENT
DE	= DRAINAGE EASEMENT
LME	= LAKE MAINTENANCE EASEMENT
DB	= DEED BOOK
Δ	= DELTA
OR	= OFFICIAL RECORD BOOK
R	= RADIUS
L	= ARC LENGTH
	= MATCH LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2961/PAGE 392-843
CONSERVATION EASEMENT AREA NO 2 = OR 2961/PAGE 392-843
CONSERVATION EASEMENT AREA NO 3 = OR 2961/PAGE 392-843
CONSERVATION EASEMENT AREA NO 4 = OR 2961/PAGE 392-843
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2961/PAGE 392-843
CONSERVATION EASEMENT AREA NO 7 = OR 2961/PAGE 392-843
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2218-2272

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

WEST BAY CLUB

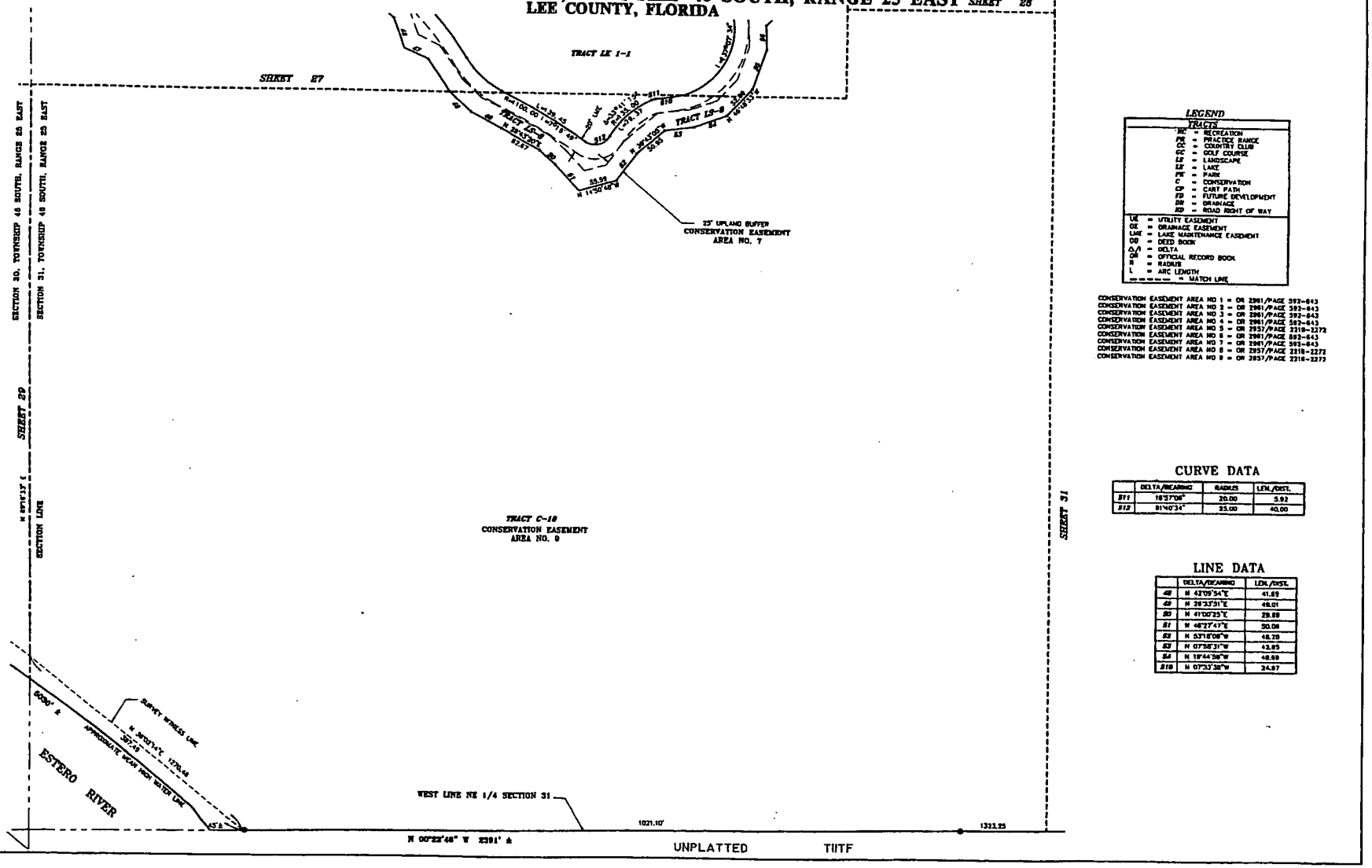
A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST

LEE COUNTY, FLORIDA

PLAT BOOK 62 PAGE 101

SHEET 30 OF 33

NORTH
0 30 60 120
SCALE: 1" = 60'



LEGEND

TRACTS	
REC	= RECREATION
PR	= PRACTICE RANGE
CC	= COUNTRY CLUB
GC	= GOLF COURSE
LE	= LANDSCAPE
LK	= LAKE
PK	= PARK
C	= CONSERVATION
CP	= CART PATH
FD	= FUTURE DEVELOPMENT
DR	= DRAINAGE
ROW	= ROAD RIGHT OF WAY

UE	= UTILITY EASEMENT
DE	= DRAINAGE EASEMENT
LME	= LAKE MAINTENANCE EASEMENT
DB	= DEED BOOK
Δ/Δ	= DELTA
OR	= OFFICIAL RECORD BOOK
R	= RADIUS
L	= ARC LENGTH
	= MATCH LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2318-2372
CONSERVATION EASEMENT AREA NO 6 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2318-2372
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2318-2372

CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
C11	16°57'08"	20.00	5.92
C12	81°40'34"	25.00	40.00

LINE DATA

	DELTA/BEARING	LEN./DIST.
L8	N 43°09'54"E	41.69
L9	N 26°33'51"E	46.01
L10	N 41°00'25"E	29.88
L1	N 46°27'41"E	30.06
L2	N 53°18'06"W	48.28
L3	N 07°36'31"W	43.85
L4	N 19°44'56"W	48.89
L10	N 07°33'38"W	24.87

PREPARED BY:
JOHNSON ENGINEERING, INC.
8156 JOHNSON STREET
POST BYRON, FLORIDA 33901

PLAT BOOK 62 PAGE 109

SHEET 31 OF 33

WEST BAY CLUB

A SUBDIVISION IN
SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS
(PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN
SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

NORTH
0 30 60 120
SCALE: 1" = 60'

SHEET 26
SHEET 25
SHEET 30
SHEET 32
SHEET 32

TRACT GC-8

TRACT C-18
CONSERVATION EASEMENT
NO 9

SOUTH LINE NE 1/4 SECTION 31

1323.25' TO PRM

N 00°23'46"W 2391' ±

UNPLATTED

TITF

CENTER SECTION 31-46-25
FOUND CONCRETE POST

N 00°23'46"W 2656.37'

LEGEND

TRACTS
- RC = RECREATION
- PR = PRACTICE RANGE
- CC = COUNTRY CLUB
- GC = GOLF COURSE
- LS = LANDSCAPE
- LK = LAKE
- PK = PARK
- C = CONSERVATION
- CP = CART PATH
- FD = FUTURE DEVELOPMENT
- DR = DRAINAGE
- RW = ROAD RIGHT OF WAY

- UE = UTILITY EASEMENT
- DE = DRAINAGE EASEMENT
- LME = LAKE MAINTENANCE EASEMENT
- DB = DEED BOOK
- Δ = DELTA
- OR = OFFICIAL RECORD BOOK
- R = RADIUS
- L = ARC LENGTH
- ——— = MATCH LINE

CONSERVATION EASEMENT AREA NO 1 - OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 - OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 - OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 - OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 - OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 - OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 - OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 - OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 - OR 2957/PAGE 2218-2272

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

PLAT BOOK 62 PAGE 110

SHEET 32 OF 33

SHEET 25

SCALE: 1" = 60'

SHEET 24

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

SHEET 31

SHEET 33

TRACT C-16
CONSERVATION EASEMENT
AREA NO 9

1328.19

WEST LINE SE 1/4 SECTION 31

1328.19

N 00°22'48" W 2656.37

UNPLATTED
TIITF

LEGEND

TRACTS

RC	=	RECREATION
PR	=	PRACTICE RANGE
CC	=	COUNTRY CLUB
GC	=	GOLF COURSE
LS	=	LANDSCAPE
LK	=	LAKE
PK	=	PARK
C	=	CONSERVATION
CP	=	CART PATH
FD	=	FUTURE DEVELOPMENT
DR	=	DRAINAGE
RW	=	ROAD RIGHT OF WAY

UE	=	UTILITY EASEMENT
DE	=	DRAINAGE EASEMENT
LME	=	LAKE MAINTENANCE EASEMENT
DB	=	DEED BOOK
Δ	=	DELTA
OR	=	OFFICIAL RECORD BOOK
R	=	RADIUS
L	=	ARC LENGTH
	=	MATCH LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2216-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2216-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2216-2272

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

PLAT BOOK 62 PAGE 111

SHEET 33 OF 33

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

NORTH
0 30 60 120
SCALE: 1" = 60'

SHEET 24

SHEET 32

TRACT C-18
CONSERVATION EASEMENT
AREA NO. 9

SECTION & TOWNSHIP LINE

S 00°56'05"W 1838.65'

SECTION 31, TOWNSHIP 46 SOUTH, RANGE 25 EAST

SECTION 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST

UNPLATTED
TIITF

SOUTH 1/4 CORNER
SECTION 31-46-25

1328.19'

WEST LINE SE 1/4 SECTION 31

N 00°22'46"W 2656.37

UNPLATTED
TIITF

LEGEND

TRACTS	
REC	= RECREATION
PR	= PRACTICE RANGE
CC	= COUNTRY CLUB
GC	= GOLF COURSE
LS	= LANDSCAPE
LK	= LAKE
PK	= PARK
C	= CONSERVATION
CP	= CART PATH
FD	= FUTURE DEVELOPMENT
DR	= DRAINAGE
RW	= ROAD RIGHT OF WAY

UE	= UTILITY EASEMENT
DE	= DRAINAGE EASEMENT
LME	= LAKE MAINTENANCE EASEMENT
DB	= DEED BOOK
Δ	= DELTA
OR	= OFFICIAL RECORD BOOK
R	= RADIUS
L	= ARC LENGTH
	= MATCH LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2218-2272

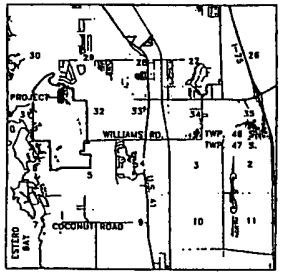
PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

PLAT BOOK 66 PAGE 82
SHEET 1 OF 2

WEST BAY CLUB
UNIT II
A REPLAT OF
TRACTS FD-7 AND FD-8
WEST BAY CLUB
AS RECORDED IN PLAT BOOK 62, PAGES 79 - 111, LEE COUNTY RECORDS
AND LYING IN
SECTIONS 31 AND 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

JANUARY 20, 2000

JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
FORT MYERS, FLORIDA



PROJECT LOCATION
VICINITY MAP
SCALE: 1" = 1 MILE

NOTICE:
LANDS DESCRIBED IN THIS PLAT MAY BE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE, WATER AND SEWER FACILITIES BEING ACCEPTED FOR MAINTENANCE BY LEE COUNTY. ANY PURCHASER OF A LOT IN THIS SUBDIVISION IS ADVISED TO DETERMINE WHETHER THE LOT MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE OR IMPROVEMENT OF ROADS, DRAINAGE, WATER AND SEWER FACILITIES.

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DESCRIPTION

ALL OF TRACTS FD-7 AND FD-8, WEST BAY CLUB AS RECORDED IN PLAT BOOK 62 AT PAGES 79 THROUGH 111, LEE COUNTY PUBLIC RECORDS AND LYING IN SECTIONS 31 AND 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WEST BAY CLUB DEVELOPMENT CORPORATION THE OWNER OF THE HEREIN DESCRIBED LAND WAS CAUSED THIS PLAT OF WEST BAY CLUB UNIT II, A REPLAT OF TRACTS FD-7 AND FD-8, WEST BAY CLUB AS RECORDED IN PLAT BOOK 62 AT PAGES 79 THROUGH 111, LEE COUNTY PUBLIC RECORDS AND LYING IN SECTIONS 31 AND 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, TO BE MADE AND DO HEREBY DEDICATE THE FOLLOWING:

1. ALL CONSERVATION EASEMENT AREAS AND CONSERVATION TRACTS (C) AS SHOWN ON THE PLAT ARE HEREBY DEDICATED TO WEST BAY CLUB COMMUNITY ASSOCIATION, INC., A FLORIDA NON-PROFIT CORPORATION, TO BE HELD AND UTILIZED IN ACCORDANCE WITH AND SUBJECT TO THAT CERTAIN CONSERVATION EASEMENT GRANTED TO LEE COUNTY, FLORIDA, RECORDED IN O.R. BOOK 2957, PAGE 1218 AND CONFIRMED BY INSTRUMENT ENTITLED CONFIRMATION OF LEGAL DESCRIPTIONS, RECORDED IN O.R. BOOK 2981, PAGE 392, ALL IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
2. ALL DRAINAGE EASEMENTS (DE) SHOWN ON THE PLAT ARE HEREBY DEDICATED TO WEST BAY CLUB COMMUNITY ASSOCIATION, INC., FOR DRAINAGE AND SURFACE WATER MANAGEMENT PURPOSES.
3. ALL UTILITY EASEMENTS (UE) SHOWN ON THE PLAT ARE HEREBY DEDICATED AS NON-EXCLUSIVE UTILITY EASEMENTS FOR USE BY UTILITY COMPANIES PROVIDING ELECTRICAL SERVICE, CABLE TV SERVICE, TELEPHONE SERVICE, WATER SERVICE, SEWER SERVICE AND ALL OTHER PUBLIC UTILITY SERVICES.
4. IN CONNECTION WITH, AND SUBJECT TO, THE FOREGOING DEDICATIONS NUMBERED 1 THROUGH 3, THE PROPERTY RIGHTS PROVIDED FOR IN ANY DECLARATION OF RESTRICTIVE COVENANTS PERTAINING TO THE WEST BAY CLUB COMMUNITY ASSOCIATION, INC., A FLORIDA NON-PROFIT CORPORATION, ARE HEREBY RESERVED FOR THE USES AND PURPOSES SET FORTH IN SAID DECLARATION.

WITNESSES

PRINT NAME: Dennis H. Nash

PRINT NAME: Shelly Conway

WEST BAY CLUB DEVELOPMENT CORPORATION

BY: Frank C. Weed
FRANK C. WEED
PRESIDENT

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 5th DAY OF July, 2000, BY FRANK C. WEED, PRESIDENT OF WEST BAY CLUB DEVELOPMENT CORPORATION, A FLORIDA CORPORATION, ON BEHALF OF THE CORPORATION, WHO IS PERSONALLY KNOWN TO ME OR PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC - STATE OF FLORIDA
Sheldon B. Conway
NAME - PRINTED
CC551205
COMMISSION #
7/25/00
MY COMMISSION EXPIRES

APPROVALS

THIS PLAT IS ACCEPTED AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA THIS 26TH DAY OF July, 2000.

Vice-CHAIRMAN OF THE BOARD
PRINT NAME: Douglas R. St. Cerny

CLERK OF COURT
PRINT NAME: Charlie Green

COUNTY ATTORNEY
PRINT NAME: Diana E. Parker-Lehnert

DIRECTOR, DEVELOPMENT SERVICES DIVISION
PRINT NAME: Walter J. McCarthy

DIRECTOR, DEPARTMENT OF COMMUNITY DEVELOPMENT
PRINT NAME: Mary Gibbs

4918942

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF WEST BAY CLUB UNIT II, A REPLAT OF TRACTS FD-7 AND FD-8, WEST BAY CLUB AS RECORDED IN PLAT BOOK 62 AT PAGES 79 THROUGH 111, LEE COUNTY PUBLIC RECORDS AND LYING IN SECTIONS 31 AND 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, WAS FILED FOR RECORD AT 12:01 P.M. THIS 28th DAY OF July, 2000 AND DULY RECORDED IN PLAT BOOK 66 AT PAGES 82 THROUGH 83, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

CLERK OF THE CIRCUIT COURT
IN AND FOR LEE COUNTY
PRINT NAME: Charlie Green

REVIEW BY THE DESIGNATED COUNTY PSM DETERMINED THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF F.S. CH. 177, PART I

DULY DESIGNATED COUNTY PSM
PRINT NAME: Allen L. Davis

NOTES

1. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
2. ● = PERMANENT REFERENCE MONUMENTS (P.R.M.'S) ARE TAPERED CONCRETE MONUMENTS WITH METAL DISKS SET IN THE TOP BEARING THE SURVEYOR'S CERTIFICATE NUMBER, (UNLESS OTHERWISE NOTED)
3. ○ = ALL CURVES INDICATED ARE CIRCULAR.
4. BEARINGS SHOWN HEREIN ARE BASED ON THE EAST LINE OF THE SOUTHWEST QUARTER (SW - 1/4) OF SECTION 32 TO BEAR S 00° 56' 02" E.
5. INTERNAL MONUMENTATION IS TO BE SET IN ACCORDANCE WITH CHAPTER 177.091 OF THE FLORIDA STATUTES.

CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF WEST BAY CLUB UNIT II, A REPLAT OF TRACTS FD-7 AND FD-8, WEST BAY CLUB AS RECORDED IN PLAT BOOK 62 AT PAGES 79 THROUGH 111, LEE COUNTY PUBLIC RECORDS AND LYING IN SECTIONS 31 AND 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS (PRMS) HAVE BEEN PLACED AT THE LOCATIONS SHOWN ON THE PLAT.

DONE THIS 6TH DAY OF JULY, 2000.

W. BRITT POMEROY, JR. (FOR THE FIRM-LB#642))
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4448
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

WEST BAY CLUB
DEVELOPMENT ORDER
RES. NO. 74-12-22.01

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

PLAT BOOK 66 PAGE 83

SHEET 2 OF 2

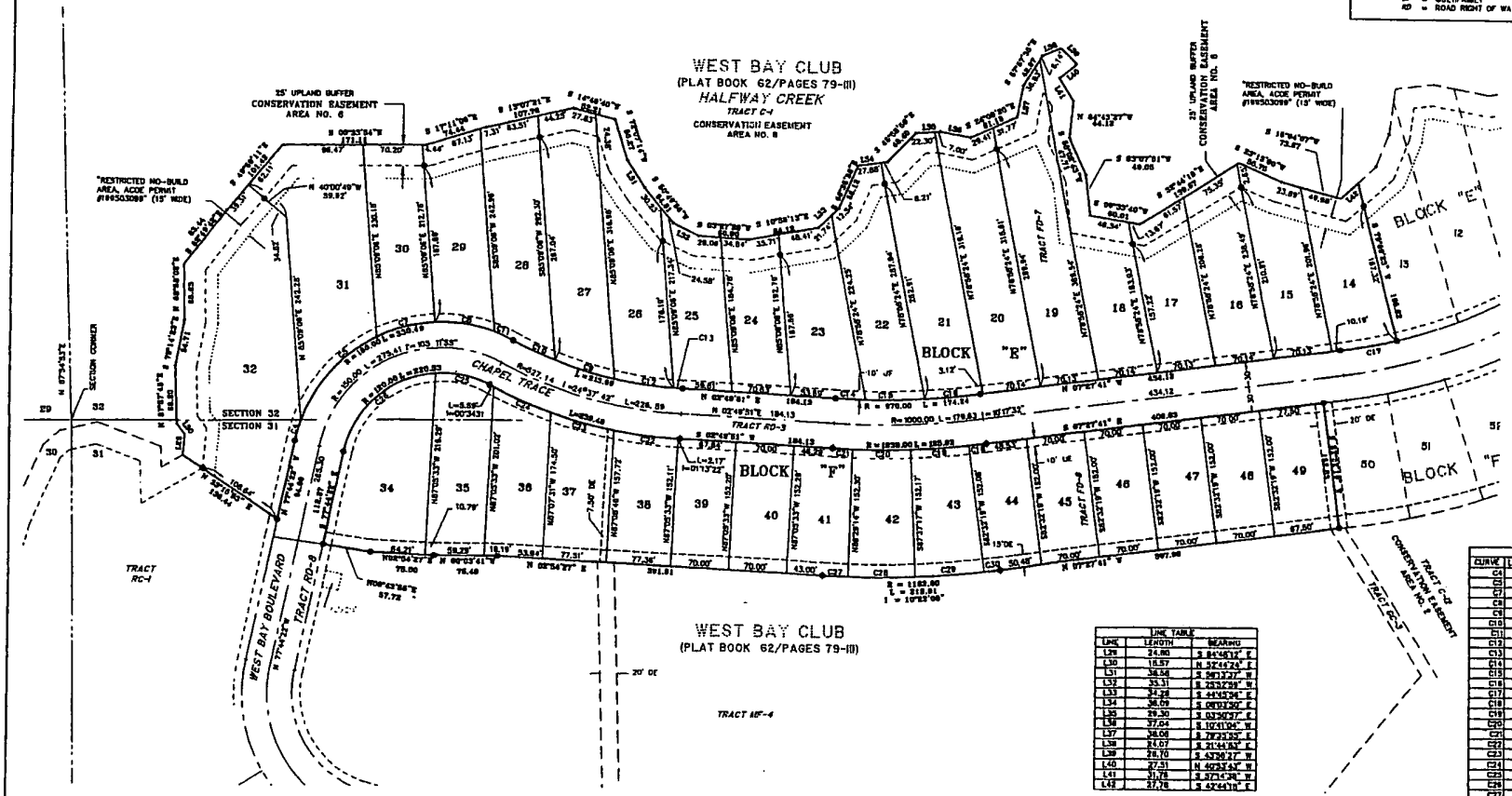
WEST BAY CLUB
UNIT II
A REPLAT OF
TRACTS FD-7 AND FD-8
WEST BAY CLUB
AS RECORDED IN PLAT BOOK 62, PAGES 79 - 111, LEE COUNTY RECORDS
AND LYING IN
SECTIONS 31 AND 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

NORTH
0 30 60 120
SCALE: 1" = 60'

LEGEND

UE = UTILITY EASEMENT
DE = DRAINAGE EASEMENT
Δ = DELTA
R = RADIUS
L = ARC LENGTH

TRACTS OF WEST BAY CLUB
RC = RECREATION
C = CONSERVATION
GC = GOLF COURSE
MF = MULTIFAMILY
RD = ROAD RIGHT OF WAY



LINE TABLE		
LINE	LENGTH	BEARING
L29	24.80	S 84°48'12" E
L30	15.57	N 32°44'24" E
L31	36.56	S 26°13'27" W
L32	33.31	S 25°32'59" W
L33	24.28	S 44°45'36" E
L34	36.09	S 08°03'30" E
L35	29.30	S 03°50'27" E
L36	37.04	S 10°41'04" W
L37	38.06	S 79°23'52" E
L38	24.07	S 21°44'52" E
L39	28.70	S 43°58'27" W
L40	27.31	N 50°53'42" W
L41	31.78	S 37°14'38" W
L42	27.78	S 42°44'19" E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	24.42	180.00	07°46'20"
C2	136.80	180.00	43°32'44"
C7	71.52	180.00	22°45'27"
C8	72.33	180.00	23°01'28"
C9	75.54	497.14	08°42'38"
C10	53.59	497.14	06°10'52"
C11	24.41	180.00	07°46'13"
C12	71.92	497.14	08°17'21"
C13	10.86	497.14	01°14'36"
C14	34.01	970.00	02°00'38"
C15	71.02	970.00	04°11'41"
C16	67.31	970.00	03°58'13"
C17	68.56	800.00	08°11'36"
C18	21.47	1030.00	01°11'39"
C19	69.81	1030.00	03°53'01"
C20	69.93	1030.00	03°53'29"
C21	23.69	1030.00	01°18'55"
C22	77.77	557.14	07°59'52"
C23	78.32	557.14	08°05'26"
C24	74.63	557.14	07°40'31"
C25	88.50	120.00	31°45'05"
C26	183.83	120.00	73°08'20"
C27	20.70	1182.00	01°00'27"
C28	60.29	1182.00	02°55'32"
C29	83.40	1182.00	04°02'54"
C30	19.93	1182.00	00°58'48"

CONSERVATION EASEMENT AREA NO 2 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 6 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2218-2272

JOHNSON ENGINEERING

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902

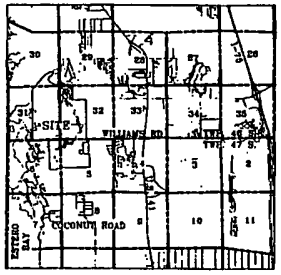
PLAT BOOK 75 PAGE 91
SHEET 1 OF 2

WEST BAY CLUB UNIT III

A REPLAT OF
TRACTS FD-9, FD-10, FD-11 & FD-12
WEST BAY CLUB
AS RECORDED IN PLAT BOOK 62, PAGES 79 - 111, LEE COUNTY RECORDS
AND LYING IN
SECTION 5, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

OCTOBER 2003

JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
FORT MYERS, FLORIDA



PROJECT LOCATION
VICINITY MAP
SCALE: 1" = 1 MILE

NOTICE:
LANDS DESCRIBED IN THIS PLAT MAY BE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE, WATER AND SEWER FACILITIES BEING ACCEPTED FOR MAINTENANCE BY LEE COUNTY. ANY PURCHASER OF A LOT IN THIS SUBDIVISION IS ADVISED TO DETERMINE WHETHER THE LOT MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE OR IMPROVEMENT OF ROADS, DRAINAGE, WATER AND SEWER FACILITIES.

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DESCRIPTION

ALL OF TRACTS FD-9, FD-10, FD-11 & FD-12, WEST BAY CLUB AS RECORDED IN PLAT BOOK 62 AT PAGES 79 THROUGH 111, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTION 5, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF WEST BAY CLUB UNIT III, A REPLAT OF TRACTS FD-9, FD-10, FD-11 AND FD-12, WEST BAY CLUB, AS RECORDED IN PLAT BOOK 62 AT PAGES 79 THROUGH 111, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND LYING IN SECTION 5, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS (PRM'S) HAVE BEEN PLACED AT THE LOCATIONS SHOWN ON THE PLAT.

DONE THIS 10TH DAY OF October, 2003.

FRANCES L. BUNNERALL (FOR THE FIRM-LB#642)
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 5652
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

SURVEYOR'S SEAL

REVIEW BY THE DESIGNATED COUNTY PSM DETERMINED THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF F.S. CH. 177, PART I

TITLE: DCPSM

PRINT NAME: Sid Ellwood

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WEST BAY CLUB DEVELOPMENT CORPORATION, A FLORIDA CORPORATION THE OWNER OF THE HEREIN DESCRIBED LAND HAS CAUSED THIS PLAT OF WEST BAY CLUB UNIT III, A REPLAT OF TRACTS FD-9, FD-10, FD-11 AND FD-12, WEST BAY CLUB, AS RECORDED IN PLAT BOOK 62 AT PAGES 79 THROUGH 111, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND LYING IN SECTION 5, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, TO BE MADE AND HEREBY DEDICATE THE FOLLOWING:

1. ALL CONSERVATION EASEMENT AREAS AND CONSERVATION TRACTS (C) AS SHOWN ON THE PLAT ARE HEREBY DEDICATED TO WEST BAY CLUB COMMUNITY ASSOCIATION, INC., A FLORIDA NON-PROFIT CORPORATION, TO BE HELD AND UTILIZED IN ACCORDANCE WITH AND SUBJECT TO THAT CERTAIN CONSERVATION EASEMENT GRANTED TO LEE COUNTY, FLORIDA, RECORDED IN O.R. BOOK 2957, PAGE 2216 AND CONFIRMED BY INSTRUMENT ENTITLED CONFIRMATION OF LEGAL DESCRIPTIONS, RECORDED IN O.R. BOOK 2981, PAGE 392, ALL IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA
2. ALL DRAINAGE EASEMENTS (DE) SHOWN ON THE PLAT ARE HEREBY DEDICATED TO WEST BAY CLUB COMMUNITY ASSOCIATION, INC., FOR DRAINAGE AND SURFACE WATER MANAGEMENT PURPOSES
3. ALL PUBLIC UTILITY EASEMENTS (PUE) SHOWN ON THE PLAT ARE HEREBY DEDICATED AS NON-EXCLUSIVE UTILITY EASEMENTS FOR USE BY UTILITY COMPANIES PROVIDING ELECTRICAL SERVICE, CABLE TV SERVICE, TELEPHONE SERVICE, WATER SERVICE, SEWER SERVICE AND ALL OTHER PUBLIC UTILITY SERVICES.
4. IN CONNECTION WITH, AND SUBJECT TO, THE FOREGOING DEDICATIONS NUMBERED 1 THROUGH 3, THE PROPERTY RIGHTS PROVIDED FOR IN ANY DECLARATION OF RESTRICTIVE COVENANTS PERTAINING TO THE WEST BAY CLUB COMMUNITY ASSOCIATION, INC., A FLORIDA NON-PROFIT CORPORATION, ARE HEREBY RESERVED FOR THE USES AND PURPOSES SET FORTH IN SAID DECLARATION.

WITNESSES

SIGNATURE

PRINT NAME

SIGNATURE

PRINT NAME

WEST BAY CLUB DEVELOPMENT CORPORATION, A FLORIDA CORPORATION

BY: CHRISTOPHER MCKENNA
VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF NEW YORK
COUNTY OF MANHATTAN

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 10th DAY OF OCTOBER, 2003, BY CHRISTOPHER MCKENNA, VICE PRESIDENT OF WEST BAY CLUB DEVELOPMENT CORPORATION, A FLORIDA CORPORATION, WHO IS ( ) PERSONALLY KNOWN TO ME OR ( ) HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC - STATE OF NEW YORK

PRINT NAME

MY COMMISSION EXPIRES

NOTARY'S SEAL

APPROVALS

THIS PLAT IS ACCEPTED AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA THIS 1 DAY OF DECEMBER, 2003.

CHAIRMAN OF THE BOARD
PRINT NAME: Ray Judah

CLERK OF COURT
PRINT NAME: Charlie Green

COUNTY ATTORNEY
PRINT NAME: John C. Henry

DIRECTOR, DEVELOPMENT SERVICES DIVISION
PRINT NAME: Peter Eichenlaub

DIRECTOR, DEPARTMENT OF COMMUNITY DEVELOPMENT
PRINT NAME: Mary Gibbs

BOARD OF COUNTY COMMISSIONERS SEAL

6020538

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF WEST BAY CLUB UNIT III, A REPLAT OF TRACTS FD-9, FD-10, FD-11 AND FD-12, WEST BAY CLUB, AS RECORDED IN PLAT BOOK 62 AT PAGES 79 THROUGH 111, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND LYING IN SECTION 5, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, WAS FILED FOR RECORD AT 2:25 P.M. THIS 4th DAY OF December, 2003 AND DULY RECORDED IN PLAT BOOK 75 AT PAGES 91 THROUGH 92 IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

CLERK OF THE CIRCUIT COURT
IN AND FOR LEE COUNTY

PRINT NAME: Charlie Green

CLERK'S SEAL

JOHNSON ENGINEERING

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902

WEST BAY CLUB UNIT III

A REPLAT OF
TRACTS FD-9, FD-10, FD-11 & FD-12
WEST BAY CLUB
AS RECORDED IN PLAT BOOK 62, PAGES 79 - 111, LEE COUNTY RECORDS
AND LYING IN
SECTION 5, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

PLAT BOOK 75 PAGE 92

SHEET 2 OF 2

NORTH

0 30 60 120

SCALE: 1" = 60'

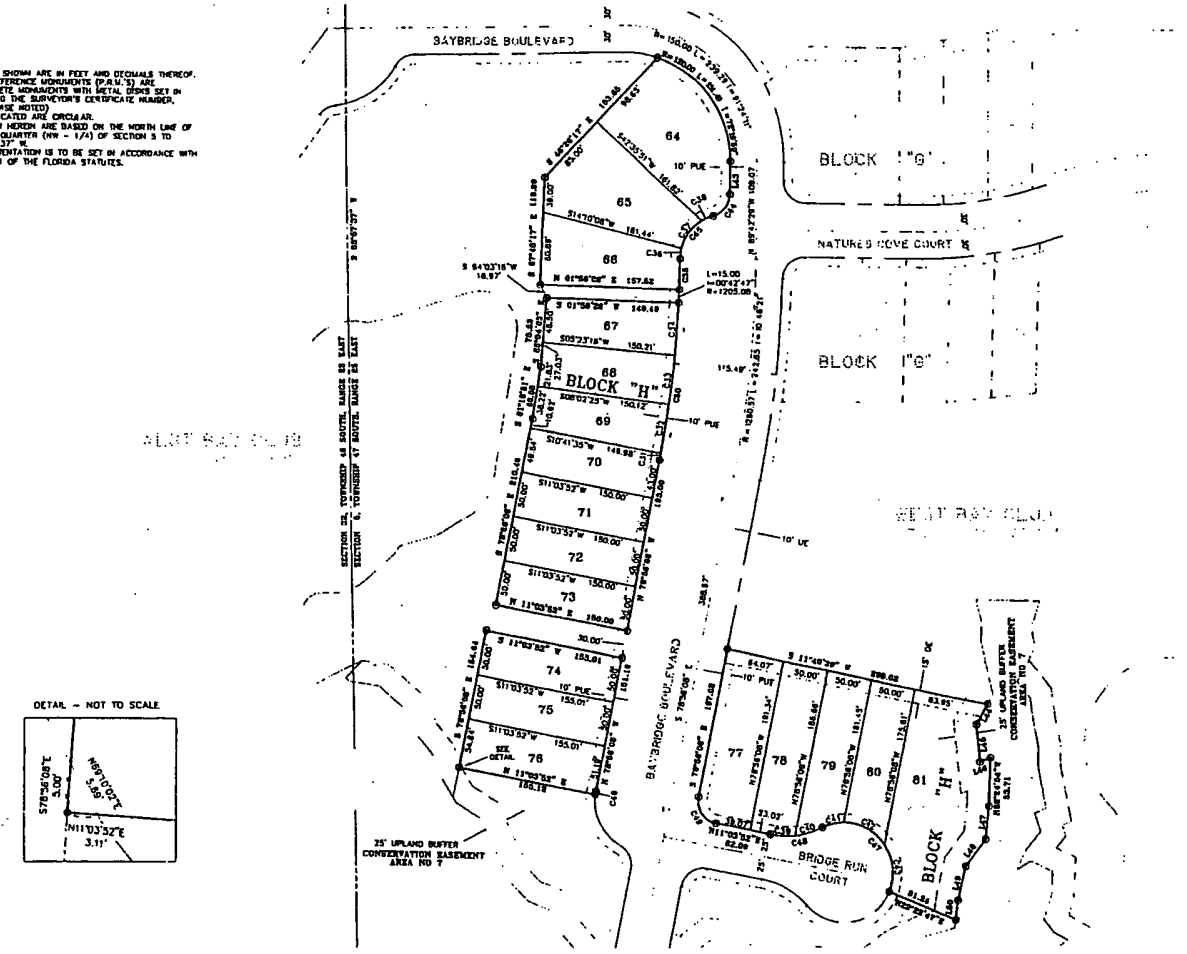
NOTES

1. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
2. ● = PERMANENT REFERENCE MONUMENTS (P.R.M.'S) ARE TAPERED CONCRETE MONUMENTS WITH METAL DISKS SET IN THE TOP BEARING THE SURVEYOR'S CERTIFICATE NUMBER, (UNLESS OTHERWISE NOTED)
3. ALL CURVES INDICATED ARE CIRCULAR.
4. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER (NW - 1/4) OF SECTION 5 TO BEAR S 89° 57' 27" W.
5. INTERNAL MONUMENTATION IS TO BE SET IN ACCORDANCE WITH CHAPTER 177.091 OF THE FLORIDA STATUTES.

LEGEND

PUE = PUBLIC UTILITY EASEMENT
DE = DRAINAGE EASEMENT
R = RADIUS
L = ARC LENGTH
Δ = DELTA

TRACTS OF "WEST BAY CLUB"
C = CONSERVATION
GC = GOLF COURSE
LS = LANDSCAPE
LK = LAKE
DR = DRAINAGE
ROW = ROAD RIGHT OF WAY
FD = FUTURE DEVELOPMENT



DETAIL - NOT TO SCALE

LINE TABLE		
LINE	LENGTH	BEARING
L43	36.66	N 89°42'29" W
L44	25.99	N 81°36'30" W
L45	41.30	S 84°03'16" W
L46	12.46	S 74°41'27" E
L47	38.60	N 83°55'13" W
L48	37.48	N 52°52'31" W
L49	38.12	N 77°33'02" W
L50	31.34	N 82°32'29" W

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C31	7.81	1205.08	00°22'17"
C32	55.79	1205.08	02°39'08"
C33	55.79	1205.08	02°39'08"
C34	87.51	1205.08	04°09'04"
C35	34.87	1205.08	01°39'34"
C36	12.11	49.83	13°55'21"
C37	39.03	49.83	44°51'46"
C38	14.20	49.83	16°19'29"
C39	27.40	90.00	17°26'36"
C40	31.54	90.00	20°04'56"
C41	34.60	55.00	36°03'23"
C42	34.29	55.00	35°43'24"
C43	54.39	55.00	56°39'24"
C44	32.71	55.00	34°04'49"
C45	83.34	48.83	97°48'28"
C46	3.44	54.75	03°35'57"
C47	133.28	55.00	138°50'19"
C48	58.94	90.00	37°31'26"
C49	39.37	75.00	30°04'00"
C50	178.90	1205.08	08°29'38"

CONSERVATION EASEMENT AREA NO 7 = OR 2981/PAGE 583-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 3218-3272

JOHNSON ENGINEERING

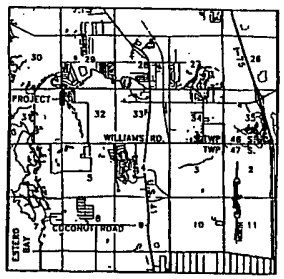
PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902

PLAT BOOK 79 PAGE 93

SHEET 1 OF 2

WEST BAY CLUB
UNIT IV
A REPLAT OF
A PORTION OF TRACT MF-4
WEST BAY CLUB
AS RECORDED IN PLAT BOOK 62, PAGES 79 - 111, LEE COUNTY RECORDS
AND LYING IN
SECTION 31, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

JUNE, 2003



PROJECT LOCATION
VICINITY MAP
SCALE: 1" = 1 MILE

NOTICE:
LANDS DESCRIBED IN THIS PLAT MAY BE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE, WATER AND SEWER FACILITIES BEING ACCEPTED FOR MAINTENANCE BY LEE COUNTY. ANY PURCHASER OF A LOT IN THIS SUBDIVISION IS ADVISED TO DETERMINE WHETHER THE LOT MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE OR IMPROVEMENT OF ROADS, DRAINAGE, WATER AND SEWER FACILITIES.

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DESCRIPTION

A PORTION OF TRACT MF-4, WEST BAY CLUB, AS RECORDED IN PLAT BOOK 62 AT PAGES 79 THROUGH 111, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT MF-4, THENCE RUN THE FOLLOWING COURSES ALONG THE EAST LINE OF SAID TRACT; S 08°17'55" W FOR 57.72 FEET; S 02°54'27" W FOR 73.00 FEET; S 00°03'41" E FOR 75.48 FEET; S 02°54'27" W FOR 391.81 FEET TO A POINT OF CURVATURE; SOUTHERLY ALONG AN ARC OF SAID CURVE TO THE LEFT OF RADIUS 1,182.00 FEET (DELTA 03°31'27") (CHORD BEARING S 01°08'44" W) (CHORD 72.70 FEET) FOR 72.71 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE; THENCE DEPARTING SAID EAST LINE RUN S 89°24'33" W FOR 138.67 FEET; THENCE RUN N 02°12'19" W FOR 23.24 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG AN ARC OF SAID CURVE TO THE RIGHT OF RADIUS 177.00 FEET (DELTA 08°01'33") (CHORD BEARING N 00°11'22" W) (CHORD 18.62 FEET) FOR 18.63 FEET TO A POINT OF TANGENCY; THENCE RUN N 02°48'34" E FOR 78.10 FEET; THENCE RUN N 87°05'33" W FOR 48.00 FEET; THENCE RUN S 02°49'34" W FOR 53.81 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG AN ARC OF SAID CURVE TO THE RIGHT OF RADIUS 13.00 FEET (DELTA 38°00'22") (CHORD BEARING S 21°49'37" W) (CHORD 8.47 FEET) FOR 8.62 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 80°50'00" W FOR 82.85 FEET; THENCE RUN N 58°18'11" W FOR 20.27 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE; THENCE NORTHWESTERLY ALONG AN ARC OF SAID CURVE TO THE LEFT OF RADIUS 96.00 FEET (DELTA 22°23'14") (CHORD BEARING N 38°46'58" W) (CHORD 37.27 FEET) FOR 37.51 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 31°40'54" E FOR 6.75 FEET; THENCE RUN N 03°59'50" E FOR 142.83 FEET; THENCE RUN N 44°50'26" W FOR 133.11 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WEST BAY BOULEVARD (80 FEET WIDE); THENCE RUN THE FOLLOWING COURSES ALONG SAID SOUTHEASTERLY LINE; NORTHEASTERLY ALONG AN ARC OF SAID CURVE TO THE LEFT OF RADIUS 1,630.00 FEET (DELTA 18°23'48") (CHORD BEARING N 23°28'57" E) (CHORD 293.75 FEET) FOR 294.78 FEET TO A POINT OF REVERSE CURVATURE; NORTHEASTERLY ALONG AN ARC OF SAID CURVE TO THE RIGHT OF RADIUS 120.00 FEET (DELTA 86°59'31") (CHORD BEARING N 58° 46'48" E) (CHORD 165.19 FEET) FOR 182.20 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE; S 77°44'22" E FOR 152.93 FEET TO THE POINT OF BEGINNING.

CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF WEST BAY CLUB UNIT IV, A REPLAT OF A PORTION OF TRACT MF-4, WEST BAY CLUB, AS RECORDED IN PLAT BOOK 62 AT PAGES 79 THROUGH 111, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND LYING IN SECTION 31, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS (PRMS) HAVE BEEN PLACED AT THE LOCATIONS SHOWN ON THE PLAT.

DONE THIS 20th DAY OF June, 2003.

ROY L. MCCREA (FOR THE FIRM-LB#642))
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 6205
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

SURVEYOR'S SEAL

REVIEW BY THE DESIGNATED COUNTY PSM DETERMINED THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF F.S. CH. 177, PART I

TITLE: DCPSM
PRINT NAME: Saul Ehrenkrantz

BOARD OF COUNTY COMMISSIONERS SEAL

APPROVALS

THIS PLAT IS ACCEPTED AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA THIS 14 DAY OF July, 2003.

CHAIRMAN OF THE BOARD — PRINT NAME: Ray Judah
CLERK OF COURT — PRINT NAME: Charlie Green
COUNTY ATTORNEY — PRINT NAME: Joan C. Henry
DIRECTOR, DEVELOPMENT SERVICES DIVISION — PRINT NAME: Peter J. Eckenrode
DIRECTOR, DEPARTMENT OF COMMUNITY DEVELOPMENT — PRINT NAME: Mary Gibbs

5889992

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF WEST BAY CLUB UNIT IV, A REPLAT OF A PORTION OF TRACT MF-4, WEST BAY CLUB, AS RECORDED IN PLAT BOOK 62 AT PAGES 79 THROUGH 111, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND LYING IN SECTION 31, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, WAS FILED FOR RECORD AT 2:34 P.M. THIS 15 DAY OF July 2003 AND DULY RECORDED IN PLAT BOOK 79 AT PAGES 93 THROUGH 94 IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

CLERK OF THE CIRCUIT COURT
PRINT NAME: Charlie Green

CLERKS SEAL

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WEST BAY CLUB DEVELOPMENT CORPORATION, A FLORIDA CORPORATION AND CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP, THE OWNERS OF THE HEREIN DESCRIBED LAND HAS CAUSED THIS PLAT OF WEST BAY CLUB UNIT IV, A REPLAT OF A PORTION OF TRACT MF-4, WEST BAY CLUB, AS RECORDED IN PLAT BOOK 62 AT PAGES 79 THROUGH 111, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND LYING IN SECTION 31, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, TO BE MADE AND HEREBY DEDICATE THE FOLLOWING:

1. ALL LANDSCAPE AND DRAINAGE EASEMENTS SHOWN AS TRACTS A, B, C AND D ON THE PLAT ARE HEREBY DEDICATED TO TURTLE POINTE COVE AT WEST BAY CONDOMINIUM ASSOCIATION, INC. FOR SURFACE WATER MANAGEMENT, DRAINAGE AND LANDSCAPE PURPOSES FOR THE BENEFIT OF ALL LOTS WITHIN WEST BAY CLUB, UNIT IV.
2. THE ROADWAY TRACT SHOWN ON THE PLAT AS RD-11 IS HEREBY DEDICATED TO ALL OWNERS OF LOTS OR CONDOMINIUM UNITS WITHIN TRACT MF-4 OF WEST BAY CLUB FOR INGRESS/EGRESS PURPOSES.
3. ALL PUBLIC UTILITY EASEMENTS (PUE) SHOWN ON THE PLAT ARE HEREBY DEDICATED AS NON-EXCLUSIVE UTILITY EASEMENTS FOR USE BY UTILITY COMPANIES PROVIDING ELECTRICAL SERVICE, CABLE TV SERVICE, TELEPHONE SERVICE, WATER SERVICE, SEWER SERVICE AND ALL OTHER PUBLIC UTILITY SERVICES.
4. ALL LANDSCAPE EASEMENTS SHOWN ON THE PLAT ARE HEREBY DEDICATED TO TURTLE POINTE COVE AT WEST BAY CLUB CONDOMINIUM ASSOCIATION, INC. FOR LANDSCAPE MAINTENANCE PURPOSES FOR THE BENEFIT OF ALL LOTS WITHIN WEST BAY CLUB UNIT IV.
5. IN CONNECTION WITH, AND SUBJECT TO, THE FOREGOING DEDICATIONS NUMBERED 1 THROUGH 4 ABOVE, THE PROPERTY RIGHTS PROVIDED FOR IN ANY DECLARATION OF COVENANTS FOR THE ENTIRETY OF THE WEST BAY CLUB DEVELOPMENT (AS SHOWN IN THE PLAT RECORDED IN PLAT BOOK 62, PAGES 79 THROUGH 111, PUBLIC RECORDS OF LEE COUNTY, FLORIDA), OR THE PROPERTY RIGHTS PROVIDED FOR IN ANY DECLARATION OF CONDOMINIUM FOR TURTLE POINTE COVE AT WEST BAY CLUB, A CONDOMINIUM, ARE HEREBY RESERVED FOR THE USES AND PURPOSES SET FORTH IN SAID DECLARATIONS.

WITNESSES:
WITNESS SIGNATURE
MASATO IMAMEL
PRINT NAME OF WITNESS
WITNESS SIGNATURE
MARCH MAIK
PRINT NAME OF WITNESS

WEST BAY CLUB DEVELOPMENT CORPORATION, A FLORIDA CORPORATION
BY: ALBERT PICALLO
VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 2nd DAY OF June, 2003, BY ALBERT PICALLO, VICE PRESIDENT OF WEST BAY CLUB DEVELOPMENT CORPORATION, A CORPORATION UNDER THE LAWS OF THE STATE OF FLORIDA, ON BEHALF OF THE CORPORATION, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED CA DL 48 541 430 526 AS IDENTIFICATION.

NOTARY PUBLIC - STATE OF FLORIDA
Lisa A. Colby
NAME - PRINTED
COMMISSION # CC853340 MY COMMISSION EXPIRES July 11, 2003

NOTARY'S SEAL

WITNESSES:
WITNESS SIGNATURE
Angela Willard
PRINT NAME OF WITNESS
WITNESS SIGNATURE
Angelina S Hyser
PRINT NAME OF WITNESS

CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP

BY: CENTEX REAL ESTATE CORPORATION, A NEVADA CORPORATION, ITS MANAGING GENERAL PARTNER
BY: TIM RUEMLER, DIVISION PRESIDENT OF CENTEX REAL ESTATE CORPORATION, A NEVADA CORPORATION, THE MANAGING GENERAL PARTNER OF CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 24 DAY OF June, 2003, BY TIM RUEMLER, DIVISION PRESIDENT OF CENTEX REAL ESTATE CORPORATION, A NEVADA CORPORATION, THE MANAGING GENERAL PARTNER OF CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED Personally Known AS IDENTIFICATION.

NOTARY PUBLIC - STATE OF FLORIDA
Tamara J. Ludwig
NAME - PRINTED
COMMISSION # DD 016709 MY COMMISSION EXPIRES 11/16/06

NOTARY'S SEAL

COUNTY DEVELOPMENT ORDER 20298-11-228.000

JOHNSON ENGINEERING

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902

WEST BAY CLUB
UNIT IV
A REPLAT OF
A PORTION OF TRACT MF-4
WEST BAY CLUB
AS RECORDED IN PLAT BOOK 62, PAGES 79 - 111, LEE COUNTY RECORDS
AND LYING IN
SECTION 31, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

PLAT BOOK 74 PAGE 94

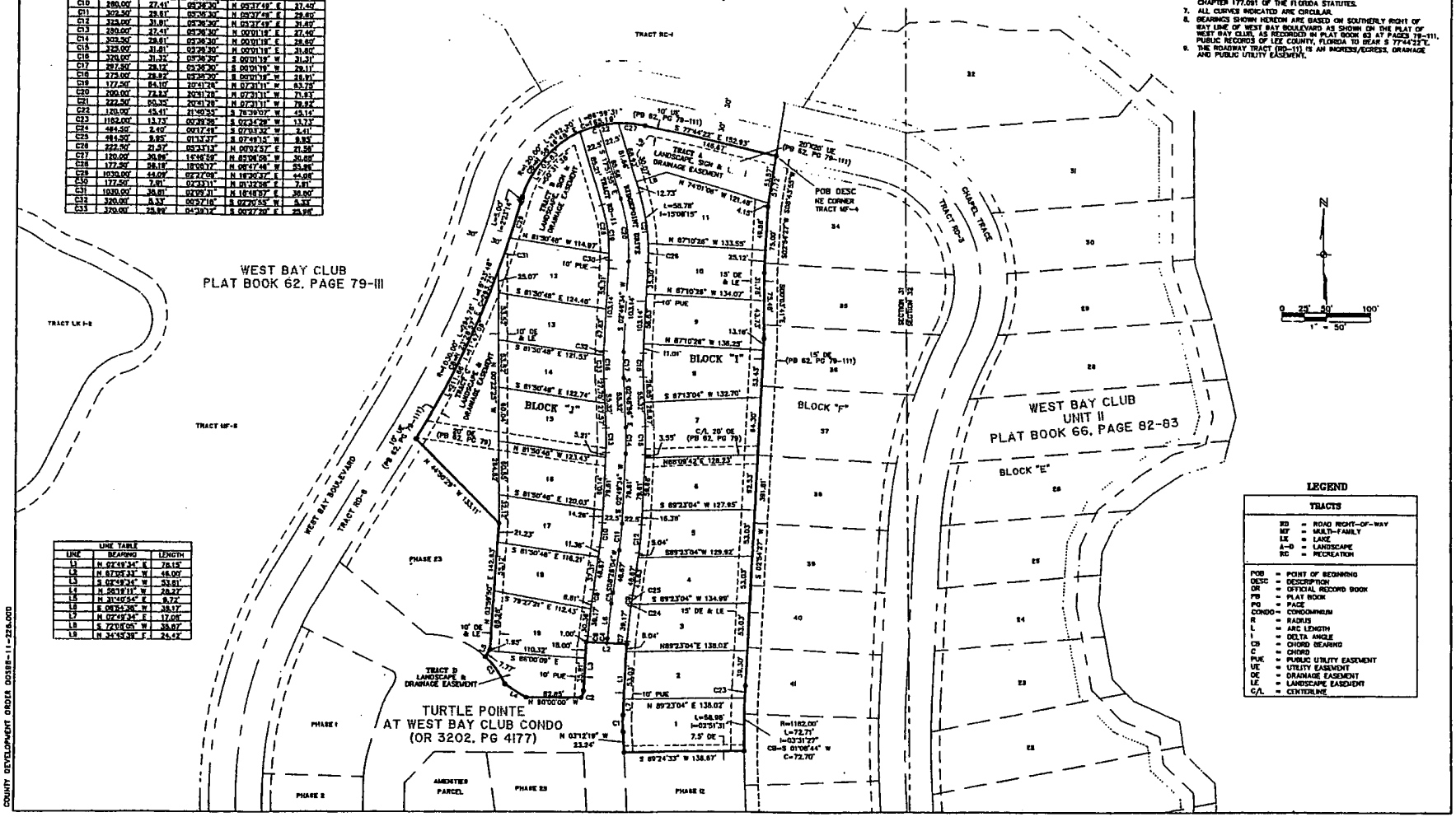
SHEET 2 OF 2

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	177.00'	18.63'	06°01'53"	N 00°11'22" W	18.62'
C2	13.00'	8.63'	38°00'24"	S 21°49'37" W	8.47'
C3	89.00'	37.21'	23°57'15"	N 39°46'58" W	37.27'
C4	74.44'	5.27'	04°03'33"	S 04°52'30" W	5.27'
C5	467.00'	12.85'	01°34'28"	S 07°40'31" W	12.85'
C6	98.94'	6.85'	04°02'46"	S 04°33'14" W	6.85'
C7	51.85'	3.70'	04°05'04"	S 04°39'06" W	3.70'
C8	506.50'	13.55'	01°31'47"	S 07°40'31" W	13.55'
C9	464.50'	12.35'	01°31'28"	S 07°40'31" W	12.35'
C10	260.00'	27.41'	05°36'30"	N 05°37'46" E	27.40'
C11	302.50'	29.61'	05°36'30"	N 05°37'46" E	29.60'
C12	323.00'	31.91'	05°39'30"	N 05°37'46" E	31.89'
C13	280.00'	27.41'	05°36'30"	N 05°37'46" E	27.40'
C14	302.50'	29.61'	05°36'30"	N 00°01'16" E	29.60'
C15	323.00'	31.61'	05°36'30"	N 00°01'16" E	31.60'
C16	329.00'	31.32'	05°36'30"	S 00°01'16" W	31.31'
C17	287.50'	29.12'	05°36'30"	S 00°01'16" W	29.11'
C18	275.00'	28.92'	05°36'30"	S 00°01'16" W	28.91'
C19	177.50'	64.10'	20°41'28"	N 07°31'11" W	63.75'
C20	200.00'	72.63'	20°41'28"	N 07°31'11" W	71.83'
C21	222.50'	80.32'	20°41'28"	N 07°31'11" W	79.82'
C22	120.00'	45.41'	21°40'55"	S 78°39'07" W	45.14'
C23	1182.00'	13.73'	00°39'58"	S 02°34'29" W	13.73'
C24	464.50'	2.40'	00°17'48"	S 07°03'32" W	2.41'
C25	464.50'	8.85'	01°13'37"	S 07°49'15" W	8.85'
C26	222.50'	21.57'	05°33'13"	N 04°52'57" E	21.56'
C27	120.00'	30.96'	14°46'59"	N 83°06'06" W	30.88'
C28	177.50'	58.18'	18°46'17"	N 06°47'46" W	57.94'
C29	1030.00'	44.09'	02°27'09"	N 16°30'37" E	44.08'
C30	177.50'	7.91'	02°33'11"	N 18°13'36" E	7.91'
C31	1030.00'	36.01'	02°09'31"	N 16°48'57" E	36.00'
C32	320.00'	5.33'	00°57'16"	S 02°26'55" W	5.33'
C33	370.00'	25.96'	04°01'12"	S 00°27'20" E	25.96'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 02°49'34" E	78.15'
L2	N 87°05'32" W	46.09'
L3	S 02°49'34" W	53.81'
L4	N 58°18'11" W	28.27'
L5	N 31°40'54" E	8.72'
L6	S 06°54'26" W	38.17'
L7	N 02°49'34" E	17.08'
L8	S 72°08'05" W	38.07'
L9	N 34°45'38" E	24.49'

NOTES

1. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
2. ● = PERMANENT REFERENCE MONUMENTS (P.R.M.'S) ARE 4"x4" CONCRETE MONUMENTS WITH METAL DISKS SET IN THE TOP STAMPED "JOHNSON ENGINEERING, INC. PRM LB 642". (UNLESS OTHERWISE NOTED)
3. ○ = WITNESS PERMANENT REFERENCE MONUMENT, 4"x4" CONCRETE MONUMENT WITH METAL DISK SET IN THE TOP STAMPED "JOHNSON ENGINEERING, INC. WIT PRM LB 642".
4. ⊗ = UNABLE TO SET CORNER, FALLS IN MANHOLE.
5. ○ = PERMANENT CONTROL POINTS (P.C.P.'S) ARE METAL MARKERS STAMPED "PCP LB 642".
6. INTERNAL MONUMENTATION IS TO BE SET IN ACCORDANCE WITH CHAPTER 177.091 OF THE FLORIDA STATUTES.
7. ALL CURVES INDICATED ARE CIRCULAR.
8. BEARINGS SHOWN HEREON ARE BASED ON SOUTHERLY RIGHT OF WAY LINE OF WEST BAY BOULEVARD AS SHOWN ON THE PLAT OF WEST BAY CLUB, AS RECORDED IN PLAT BOOK 62 AT PAGES 79-111, PUBLIC RECORDS OF LEE COUNTY, FLORIDA TO BEAR S 77°44'22"E.
9. THE ROADWAY TRACT (RD-11) IS AN INGRESS/EGRESS, DRAINAGE AND PUBLIC UTILITY EASEMENT.



LEGEND

TRACTS

RD	=	ROAD RIGHT-OF-WAY
MF	=	MULTI-FAMILY
LK	=	LAKE
A-D	=	LANDSCAPE
RC	=	RECREATION

POB	=	POINT OF BEGINNING
DESC	=	DESCRIPTION
OR	=	OFFICIAL RECORD BOOK
PB	=	PLAT BOOK
PG	=	PAGE
CONDO	=	CONDOMINIUM
R	=	RADIUS
L	=	ARC LENGTH
Δ	=	DELTA ANGLE
CB	=	CHORD BEARING
C	=	CHORD
PUE	=	PUBLIC UTILITY EASEMENT
UE	=	UTILITY EASEMENT
DE	=	DRAINAGE EASEMENT
LE	=	LANDSCAPE EASEMENT
C/L	=	CENTERLINE

COUNTY DEVELOPMENT ORDER 00588-11-226.00D

APPLICATION FOR PUBLIC HEARING
FOR PLANNED DEVELOPMENT
for
WEST BAY CLUB RPD

May 2004

Prepared for:

West Bay Club Development Corporation
4600 West Bay Boulevard
Estero, Florida 33928

DCI 2004-00046

RECEIVED
JUN 22 2004
PERMIT COUNTER

Prepared by:

JOHNSON ENGINEERING

Post Office Box 1550
2158 Johnson Street
Fort Myers, Florida 33901

JEI #20044403

LEE COUNTY
SOUTHWEST FLORIDA

Case # DCI2004-00046

Jurisdiction : Lee County

Agent/Applicant : JOHNSON ENGINEERING, INC.

Owner WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO FL 33928

Description of Request APPLICATION FOR Minor DCI (Development of County Impact) to add 1.60 acres to existing RPD.

RECEIVED
JUN 22 2004
PERMIT COUNTER

Following is a list of submittal requirements which were missing from your application received on 6/22/2004

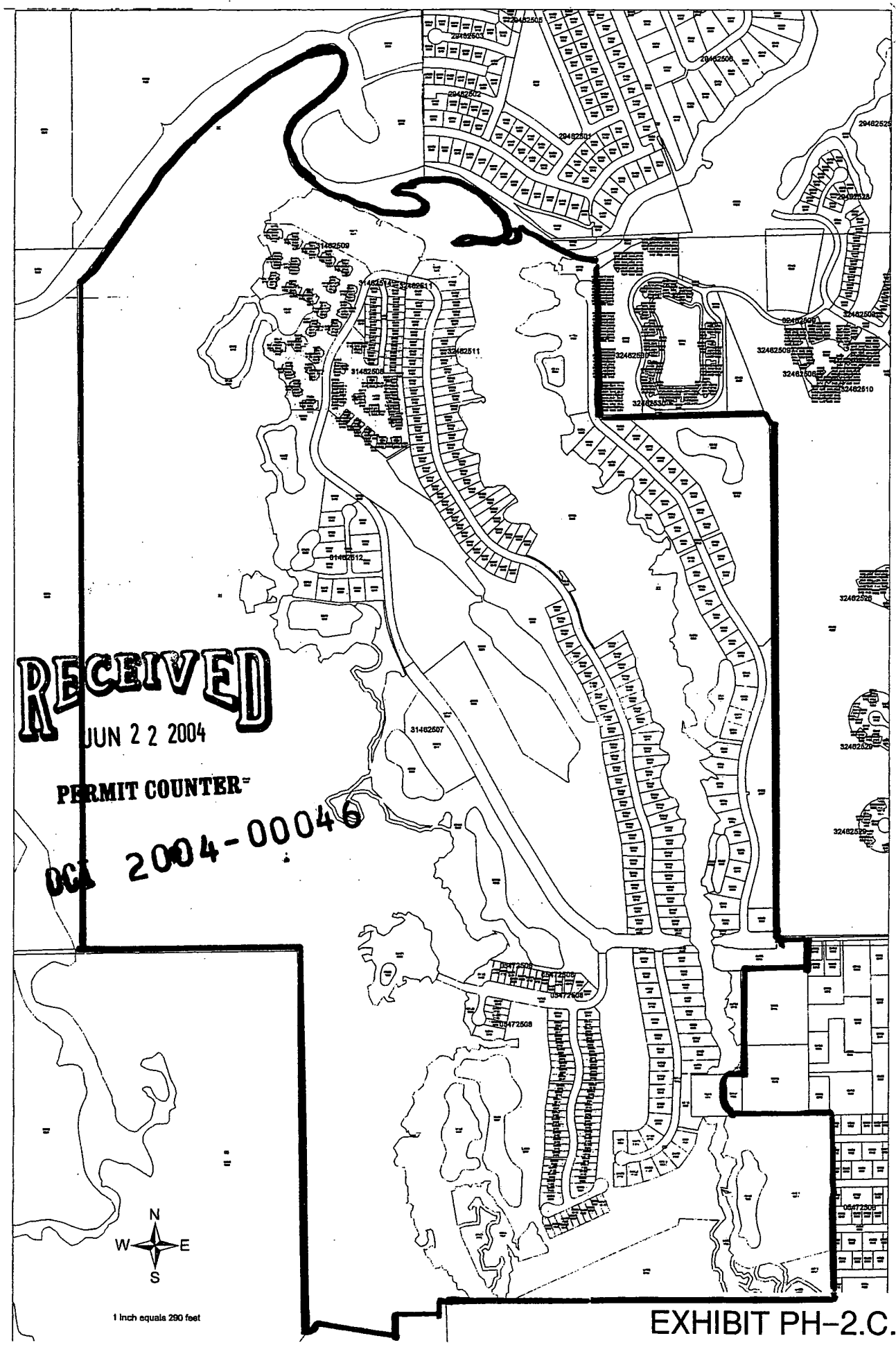
Thank you

We appreciate your submitting all required documents for the above referenced Planned Development application.

This document is for informational purposes only and is not intended to be construed as a finding of sufficiency or completeness of the application or documentation submitted.

DCI 2004-00046

PROPERTY OWNERS MAP



RECEIVED
JUN 2 2 2004
PERMIT COUNTER

OCI 2004-00046

EXHIBIT PH-2.C.2

WEST BAY CLUB RPD

TABLE OF CONTENTS

1. Application for Public Hearing with Supplement D
2. Approved Waivers for:
   FLUCCS Map – Exhibit 6-F
   Protected Species Survey – Exhibit – 6-Q
   Traffic Impact Statement – Exhibit – 6-L
3. Affidavit of Authorization (West Bay Club Dev. Corp.) Exhibit – PH-1.B.2
4. Authorization to Johnson Engineering, Inc. and Russell P. Schropp of Henderson, Franklin, Starnes & Holt, P.A.
5. Ownership List – Exhibit – PH-2.C.1
6. Ownership Map – Exhibit – PH-2.C.2
7. Deed to Owner
8. Disclosure Form – Exhibit – PH-2.B.1
9. Legal Description – Exhibit – PH-3.C.1
10. Area Location Map – Exhibit – 6-B
11. Narratives: Lee Plan – Exhibit – 6-G
    Design Standards – Exhibit – 6-H
    Decision-making Guidelines – Exhibit – 6-I
    Estero Planning Community Minutes – PH-4.H
12. Property Development Regulations
13. Master List of Uses – Exhibit – 6-M
14. List of Deviations and Justifications – Exhibit – 6-N
15. Surface Water Management Plan – Exhibit – 6-O
16. List of Zoning Actions and Resolutions
17. Surrounding Property Owners List – Exhibit – PH-3.G.1
18. Surrounding Property Owners Map – Exhibit – PH-3.G.2
19. Surrounding Property Owner Mailing Labels (2 sets) – Exhibit – PH-3.G.3

WEST BAY CLUB RPD

TABLE OF CONTENTS (Cont.)

20. Master Concept Plan (24" x 36") – Exhibit 6-J

Master Concept Plan (11" x 17") – Exhibit 6-J

- Boundary and Topographic Survey – Exhibit 6-A
- Zoning and Land Uses – Exhibit 6-C
- Aerial Photograph – Exhibit 6-D
- Soils Map – Exhibit 6-E
- FLUCFCS Map – Exhibit 6-F
- Property Development Regulations
- Schedule of Uses – Exhibit 6-M
- Schedule Deviations – Exhibit 6-N

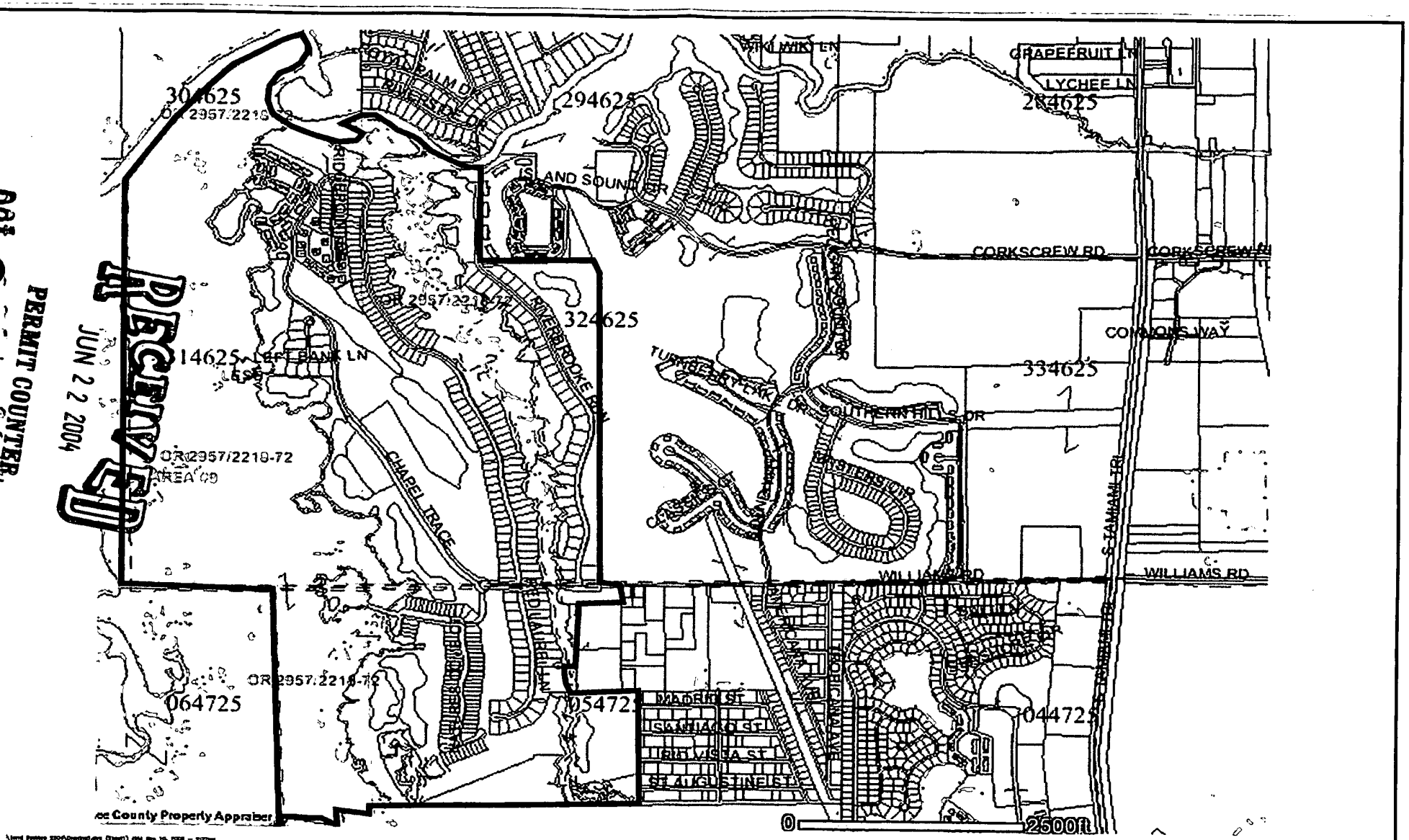


EXHIBIT 6-B

REVISIONS	**Exhibit 6-B**	West Bay Club Lee County, Florida	JOHNSON ENGINEERING 2158 JOHNSON STREET P.O. BOX 1550 FORT MYERS, FLORIDA 33902-1550 PHONE (239) 334-0046 FAX (239) 334-3661 C.A. #642 & L.B. #642	Area Location Map	DATE PROJECT NO. 20000000 FILE NO. SCALE As Shown SHEET 1 OF 1

PROPERTY DATA FOR PARCEL 05-47-25-01-0000B.0550
TAX YEAR 2003

Parcel data is available for the following tax years:
[2001 | 2002 | 2003]

[Tax Estimator]

OWNERSHIP, LEGAL, SALES AND DISTRICT DATA ARE FROM THE CURRENT DATABASE
LAND, BUILDING, VALUE AND EXEMPTION DATA ARE FROM THE 2003 ROLL

PROPERTY DETAILS

OWNER OF RECORD

WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO FL 33928

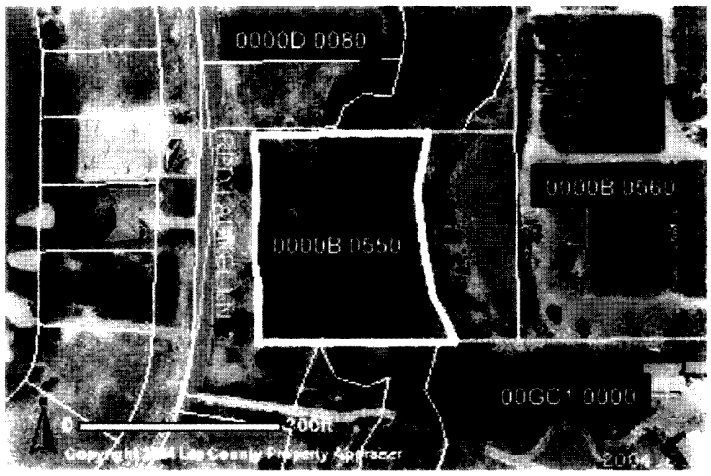
SITE ADDRESS

4651 WILLIAMS RD
ESTERO FL 33928

LEGAL DESCRIPTION

FLA GULF LAND CO SUBD
BLK B PB 1 PG 59 PORTION OF
LT 55 DESC IN OR 2465
PG 3045 + OR 3041/3528

[VIEWER] TAX MAP [PRINT]



[PICTOMETRY]

TAXING DISTRICT

186 - ESTERO FIRE

DOR CODE

00 - VACANT RESIDENTIAL

PROPERTY VALUES		EXEMPTIONS		ATTRIBUTES	
JUST	40,000	HOMESTEAD	0	UNITS OF MEASURE	AC
ASSESSED	40,000	AGRICULTURAL	0	NUMBER OF UNITS	1.60
ASSESSED SOH	40,000	WIDOW	0	FRONTAGE	0
TAXABLE	40,000	WIDOWER	0	DEPTH	0
BUILDING	0	DISABILITY	0	BEDROOMS	
LAND	40,000	WHOLLY	0	BATHROOMS	

BUILDING FEATURES	0	**SOH DIFFERENCE**	0	**TOTAL BUILDING SQFT**	
LAND FEATURES	0			**YEAR IMPROVED**	1967

SALES/TRANSACTIONS

SALE PRICE	DATE	OR BOOK / PAGE	TRANSACTION DETAILS TYPE	DESCRIPTION	VACANT / IMPROVED
20,000	11/24/1998	3041/3528	01	Disqualified (Doc Stamp .70 / SP less th $100 / Other DisQ)	I
100	5/19/1997	2827/713	04	Disqualified (Multiple STRAP # - 01,03,07) There are 52 additional parcel(s) with this document (may have been split after the transaction date)... 31-46-25-07-00C12.0000, 31-46-25-07-00LK1.0000, 31-46-25-07-00LS8.0000, 31-46-25-07-00MF1.0000, 31-46-25-07-00RD8.0000, 31-46-25-12-00000.0010, 31-46-25-12-00000.0020, 31-46-25-12-00000.0030, 31-46-25-12-00000.0040, 31-46-25-12-00000.0050, 31-46-25-12-00000.0060, 31-46-25-12-00000.0070... *Remaining parcels not listed.*	I
315,000	6/1/1996	2721/2519	01	Disqualified (Doc Stamp .70 / SP less th $100 / Other DisQ)	I
190,000	2/1/1994	2473/814	01	Disqualified (Doc Stamp .70 / SP less th $100 / Other DisQ)	I

PARCEL RENUMBERING HISTORY

PRIOR STRAP	RENUMBER REASON	RENUMBER DATE
05-47-25-01-0000B.0550	Split and Combine - No Delete Occurs	Wednesday, February 17, 1999
05-47-25-01-0000B.056A	Split and Combine - No Delete Occurs	Thursday, February 11, 1999
05-47-25-01-00003.0550	Reserved for Renumber ONLY	Wednesday, December 02, 1998
31-46-25-01-00003.0550	Split (From another Parcel)	Saturday, January 01, 1994

SOLID WASTE (GARBAGE) ROLL DATA

SOLID WASTE DISTRICT	ROLL TYPE	CATEGORY UNIT/AREA	TAX AMOUNT
001 - Service Area 1 - Fort Myers Beach Area	-		0.00

ELEVATION INFORMATION

STORM SURGE CATEGORY	FLOOD INSURANCE (FIRM FAQ)				
	RATE CODE	COMMUNITY	PANEL	VERSION	DATE
Category 2	B	125124	0465	C	110492

[Show]

APPRAISAL DETAILS

TRIM (*proposed* tax) Notices are available for the following tax years:
[1997 | 1998 | 1999 | 2000 | 2001 | 2002 | 2003]

[Next Lower Parcel Number | Next Higher Parcel Number]

[New Query | New Browse | Parcel Queries Page | Lee PA Home]

This site is best viewed with Microsoft Internet Explorer 5.5+ or Netscape Navigator 6.0+.
Page was last modified on Wednesday, May 12, 2004 5:21:37 PM.

THIS INSTRUMENT PREPARED BY:
Denis H. Noah, Esq.
P. O. Box 280
Ft. Myers, FL 33902

4516005

OR3041 PG3528

RECORDED BY
[illegible] JO THOMPSON, D.C.

Documentary Tax Pd. $ 146.00
Intangible Tax Pd.
CHARLIE GREEN, CLERK, LEE COUNTY
By Jo Thompson Deputy Clerk

WARRANTY DEED

THIS INDENTURE, made this 24 day of NOV. 1998 between O'DONNELL LANDSCAPES, INC., a Florida corporation, whose address is 4291 Williams Rd., Estero, Fl 33928, of the County of Lee in the State of Florida, Party of the First Part, and WEST BAY CLUB DEVELOPMENT CORPORATION, a Florida corporation, whose address is 2601 S. Bayshore Drive, Ninth Floor, Miami, FL 33133-5461, of the County of Dade in the State of Florida, Party of the Second Part.

WITNESSETH that the said Party of the First Part, for and in consideration of the sum of TEN ($10.00) DOLLARS and other good and valuable consideration, to it in hand paid by the said Party of the Second Part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Party of the Second Part, its successors and assigns forever, the following described land, situate lying and being in the County of Lee, State of Florida, to wit:

PARCEL ONE

A tract or parcel of land lying in the Northwest quarter (NW 1/4) of Section 5, Township 47 South, Range 25 East, Lee County, Florida, which tract or parcel is described as follows:

From the Northeast corner of the Northwest quarter (NW 1/4) of said Section 5 run S 88°57'37" W along the north line of said Section for 658.86 feet; thence run S 01°54'02" E along the west line of lands described in Official Record Book 2465 beginning at Page 3047 of the Lee County Records for 994.73 feet to the Northwest corner of lands described in Official Record Book 2279 beginning at Page 2748 of said records and the Point of Beginning. From said Point of Beginning run S 00°54'02" E for 351.20 feet to the Southwest corner of said lands; thence run N 89°15'59" E along the south line of said lands for 244 feet, more or less, to the mean high water line of Halfway Creek; thence northerly along said mean high water line for 370 feet, more or less to an intersection with a line bearing N 88°57'37" E and passing through the Point of Beginning, thence run S 88°57'37" W for 197 feet, more or less, to the Point of Beginning.

Bearings hereinabove mentioned based on the North line of said Section 5 to bear S 88°57'37" W.

RECEIVED
JUN 22 2004
PERMIT COUNTER

DCI 2004-00046

PARCEL TWO

An easement for ingress, egress, utilities and drainage over and across the east 30 feet of the following described parcel.

A tract or parcel of land lying in the North half (N 1/2) of Section 5, Township 47 South, Range 25 East, Lee County, Florida, being a part of Lots 55B, 56B and 57B of the plat of FLORIDA GULF LAND COMPANY SUBDIVISION, recorded in Plat Book 1 at page 59, Public Records of Lee County, Florida, more particularly described as follows:

Commence at the North quarter (N 1/4) corner of said Section 5; thence North 89°53'30" East along the North line of said Section 5 for 165.24 feet to the intersection of the centerline of a 60 foot wide roadway easement; thence S 0°16'20" West along said roadway centerline for 230.00 feet to the Point of Beginning; thence continue South 0°16'20" West for 1120.50 feet to the South line of said Lots 55B, 56B and 57B; thence North 89°49'30" West along said South line for 816.96 feet to the West line of said Lot 55B; thence N 0°01'19" West along said West line for 351.43 feet; thence N 89°53'30" East for 327.39 feet to the East line of said Lot 55B; thence N 0°05'34" East for 765.00 feet along said East line; thence N 89°53'30" East for 493.98 feet to the Point of Beginning. The foregoing easement shall be for the benefit of the real property described in the Covenant of Unified Control recorded in O.R. Book 2703, pages 3902 through and including 3907, Public Records of Lee County, Florida.

Parcel Identification No.: Part of 05-47-25-00003-055B and 05-47-25-00003-055A

And the said Party of the First Part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

O'DONNELL LANDSCAPES, INC., a Florida corporation,

Witness Signature

By: _____
Albert O. O'Donnell, President

Shelly Conway
Type/Print Name of Witness

Witness Signature

Denis H. Noah
Type/Print Name of Witness

UCI 2004-00046

RECEIVED
JUN 22 2004
PERMIT COUNTER

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this November 24, 1998 by ALBERT J. O'DONNELL, as President of O'DONNELL LANDSCAPES, INC., a Florida corporation, who executed the foregoing on behalf of the corporation and who is personally known to me or who produced _____ as identification.

Sheldon B. Conway
Notary Public

My Commission Expires:

Sheldon B. Conway
MY COMMISSION # CC556205 EXPIRES
July 25, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

Sheldon B. Conway
Type/Print Name of Notary

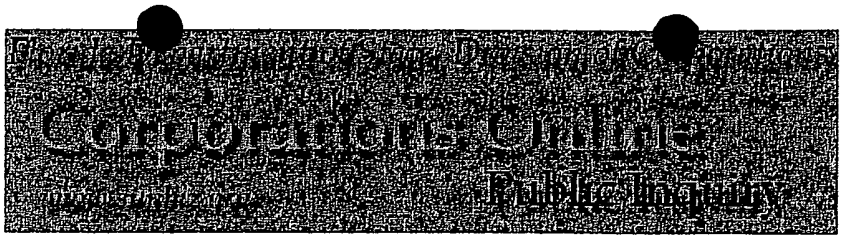
Commission No: CC556205

OR3041 PG3530

CHARLIE GREEN, CLERK
LEE COUNTY, FL
98 NOV 25 PM 4:00

RECEIVED
JUN 22 2004
PERMIT COUNTER

DCI 2004-00046



Florida Profit

WEST BAY CLUB DEVELOPMENT CORPORATION

PRINCIPAL ADDRESS
745 7TH AVE.
LEHMAN BROTHERS HOLDINGS
NEW YORK NY 10019
Changed 06/09/2003

MAILING ADDRESS
745 7TH AVE.
LEHMAN BROTHERS HOLDINGS
NEW YORK NY 10019
Changed 06/09/2003

Document Number	FEI Number	Date Filed
P95000026778	650573262	04/04/1995
State	**Status**	**Effective Date**
FL	ACTIVE	NONE
Last Event	**Event Date Filed**	**Event Effective Date**
AMENDMENT	04/12/2002	NONE

Registered Agent

Name & Address
CORPORATION SERVICE COMPANY 1201 HAYS STREET TALLAHASSEE FL 32301-2525
Name Changed: 06/09/2003
Address Changed: 06/09/2003

Officer/Director Detail

Name & Address	Title
VISONE, CARMINE A C/O LEHMAN BROTHERS, 399 PARK AVE. NEW YORK NY 10022	P
CHO, YON C/O LEHMAN BROTHERS, 399 PARK AVE.	VPD

NEW YORK NY 10022	
BRODERICK, DAVID C/O LEHMAN BROTHERS, 399 PARK AVE. NEW YORK NY 10022	VPSD
MCKENNA, CHRISTOPHER C/O LEHMAN BROTHERS, 399 PARK AVE. NEW YORK NY 10022	VPTD
PICALLO, ALBERT C/O LEHMAN BROTHERS, 399 PARK AVE. NEW YORK NY 10022	VP

Annual Reports

Report Year	Filed Date
2001	05/22/2001
2002	05/09/2002
2003	06/09/2003

Previous Filing | Return to List | Next Filing

View Events
View Name History

Document Images

Listed below are the images available for this filing.

06/09/2003 -- ANN REP/UNIFORM BUS REP
05/09/2002 -- COR - ANN REP/UNIFORM BUS REP
04/12/2002 -- Amendment
05/22/2001 -- ANN REP/UNIFORM BUS REP
10/02/2000 -- ANN REP/UNIFORM BUS REP
05/16/2000 -- ANN REP/UNIFORM BUS REP
11/22/1999 -- Reg. Agent Change
04/15/1999 -- ANNUAL REPORT
02/18/1998 -- ANNUAL REPORT
05/01/1997 -- ANNUAL REPORT
04/16/1996 -- 1996 ANNUAL REPORT

THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT

Corporations Inquiry | Corporations Help

1 of 3

FOR PROFIT CORPORATION UNIFORM BUSINESS REPORT (UBR)

FILED

03 JUN -9 AM 11:40

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DOCUMENT # P95000036778

1. Entity Name
West Bay Club Development Corporation

DO NOT WRITE IN THIS SPACE

2. Principal Place of Business	3. Mailing Address
745 7th Avenue	745 7th Avenue
Suite, Apt. #, etc. Lehman Brothers Holdings	Suite, Apt. #, etc. Lehman Brothers Holdings
City & State New York, NY	City & State New York, NY
Zip: 10019 Country: USA	Zip: 10019 Country: USA

DO NOT WRITE IN THIS SPACE

4. FEI Number: 05-0573262 — Applied For / Not Applicable

5. Certificate of Status Desired ☑ $8.75 Additional Fee Required

DO NOT WRITE IN THIS SPACE

7. Name and Address of Current Registered Agent

Name: Corporation Service Company

Street Address (P.O. Box Number is Not Acceptable):
1201 Hays Street

City: Tallahassee FL Zip Code: 32301-2607

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the duties and responsibilities of, registered agent.

SIGNATURE: Maria S. Replogle — Maria S. Replogle as its agent — DATE: 6/9/03

(Typed or printed name of registered agent and, if applicable, the title of the officer) (If the registered agent is a corporation, the name and title of the officer must be provided)

January 1 - May 1 Fee is $150.00
After May 1, Fee is $550.00
Amended UBR is $61.25
Make Check Payable to Florida Department of State

9. Election Campaign Financing Trust Fund Contribution ☐ $5.00 May Be Added to Fees

10. OFFICERS AND DIRECTORS

TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	PLEASE SEE ATTACHED	TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	400020696034
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP		TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP		TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	DO NOT WRITE IN THIS SPACE
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP		TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	RECEIVED JUN 22 2004
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP		TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	PERMIT COUNTER

12. I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 119.07(3)(i), Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears in Block 10 or on an attachment with an address, all of which are empowered.

SIGNATURE: Carmine A. Visone 5/21/2003

SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR — Date

CR2E034G (12/02)

DCI 2004-00046

#9950000026778

2 of 3

10.

Title	President
Name	Carmine A. Visone
Street Address	c/o Lehman Brothers, 399 Park Avenue
City, State & Zip	New York, NY 10022

Title	Vice President & Director
Name	Yon Cho
Street Address	c/o Lehman Brothers, 399 Park Avenue
City, State & Zip	New York, NY 10022

Title	Vice President, Secretary & Director
Name	David Broderick
Street Address	c/o Lehman Brothers, 399 Park Avenue
City, State & Zip	New York, NY 10022

Title	Vice President, Treasurer & Director
Name	Christopher McKenna
Street Address	c/o Lehman Brothers, 399 Park Avenue
City, State & Zip	New York, NY 10022

Title	Vice President
Name	Albert Picallo
Street Address	c/o Hatfield Philips, 140 Broadway, Suite 3403
City, State & Zip	New York, NY 10005

3 of 3

CORPORATION SERVICE COMPANY™

ACCOUNT NO. : 072100000032

REFERENCE : 118453 4300123

AUTHORIZATION : Patricia Piggott

COST LIMIT : $ 558.75

ORDER DATE : June 4, 2003

ORDER TIME : 2:29 PM

ORDER NO. : 118453-020

CUSTOMER NO: 4300123

CUSTOMER: Ms. Debbie Goldman
Paul Hastings Janofsky &
75 East 55th Street

New York, NY 10022-3205

CHANGE OF AGENT

NAME: WEST BAY CLUB DEVELOPMENT CORPORATION

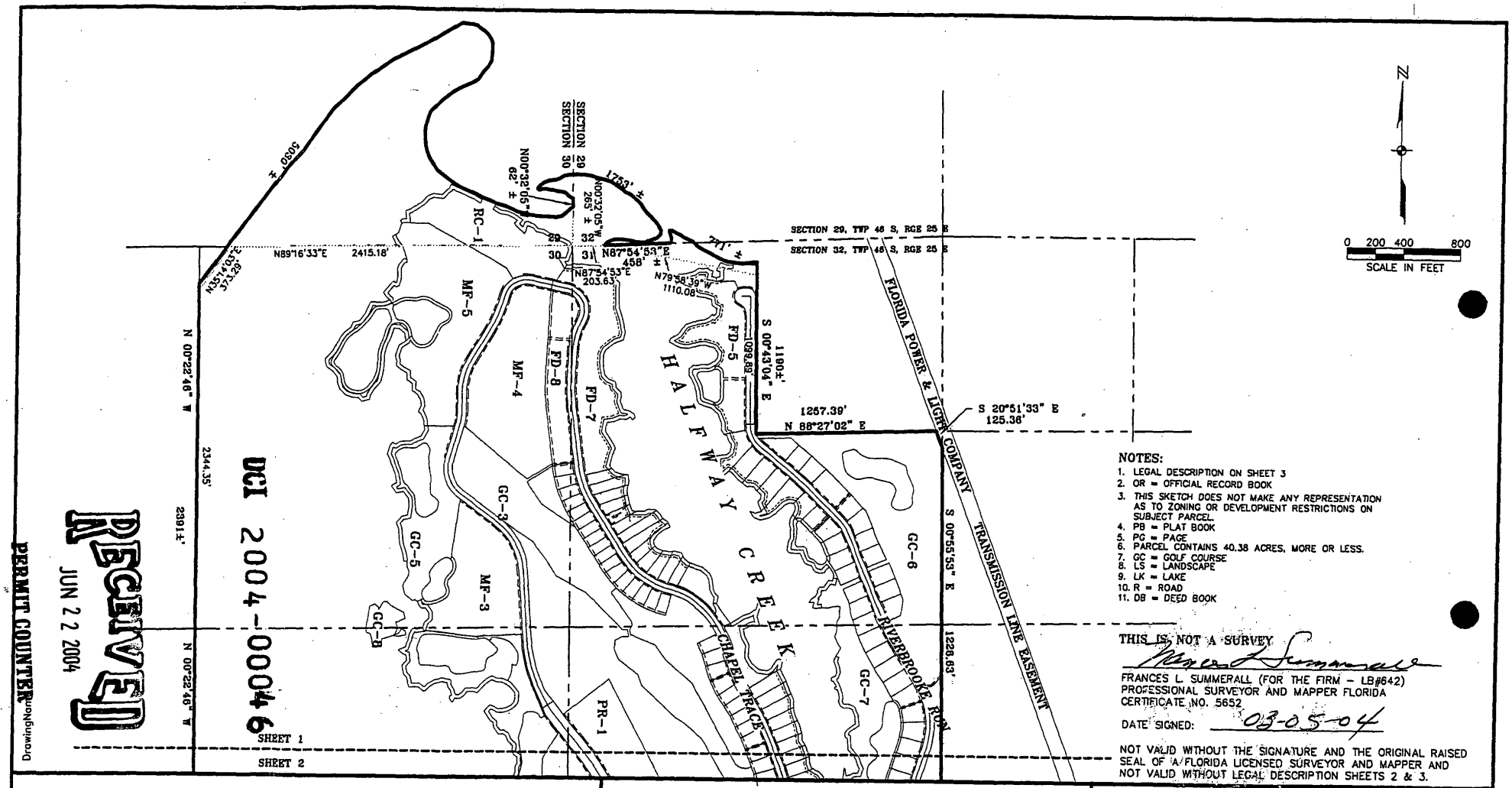
PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

_____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY
XX _____ CERTIFICATE OF GOOD STANDING

RECEIVED
03 JUN -9 PM 3:35
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

CONTACT PERSON: Mimi Replogle -- EXT# 1128

EXAMINER: _____



RECEIVED
JUN 22 2004
DCI 2004-00046
PERMIT COUNTER

SHEET 1
SHEET 2

NOTES:
1. LEGAL DESCRIPTION ON SHEET 3
2. OR = OFFICIAL RECORD BOOK
3. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
4. PB = PLAT BOOK
5. PG = PAGE
6. PARCEL CONTAINS 40.38 ACRES, MORE OR LESS.
7. GC = GOLF COURSE
8. LS = LANDSCAPE
9. LK = LAKE
10. R = ROAD
11. DB = DEED BOOK

THIS IS NOT A SURVEY

FRANCES L. SUMMERALL (FOR THE FIRM – LB#642)
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA
CERTIFICATE NO. 5652
DATE SIGNED: 03-05-04

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER AND NOT VALID WITHOUT LEGAL DESCRIPTION SHEETS 2 & 3.

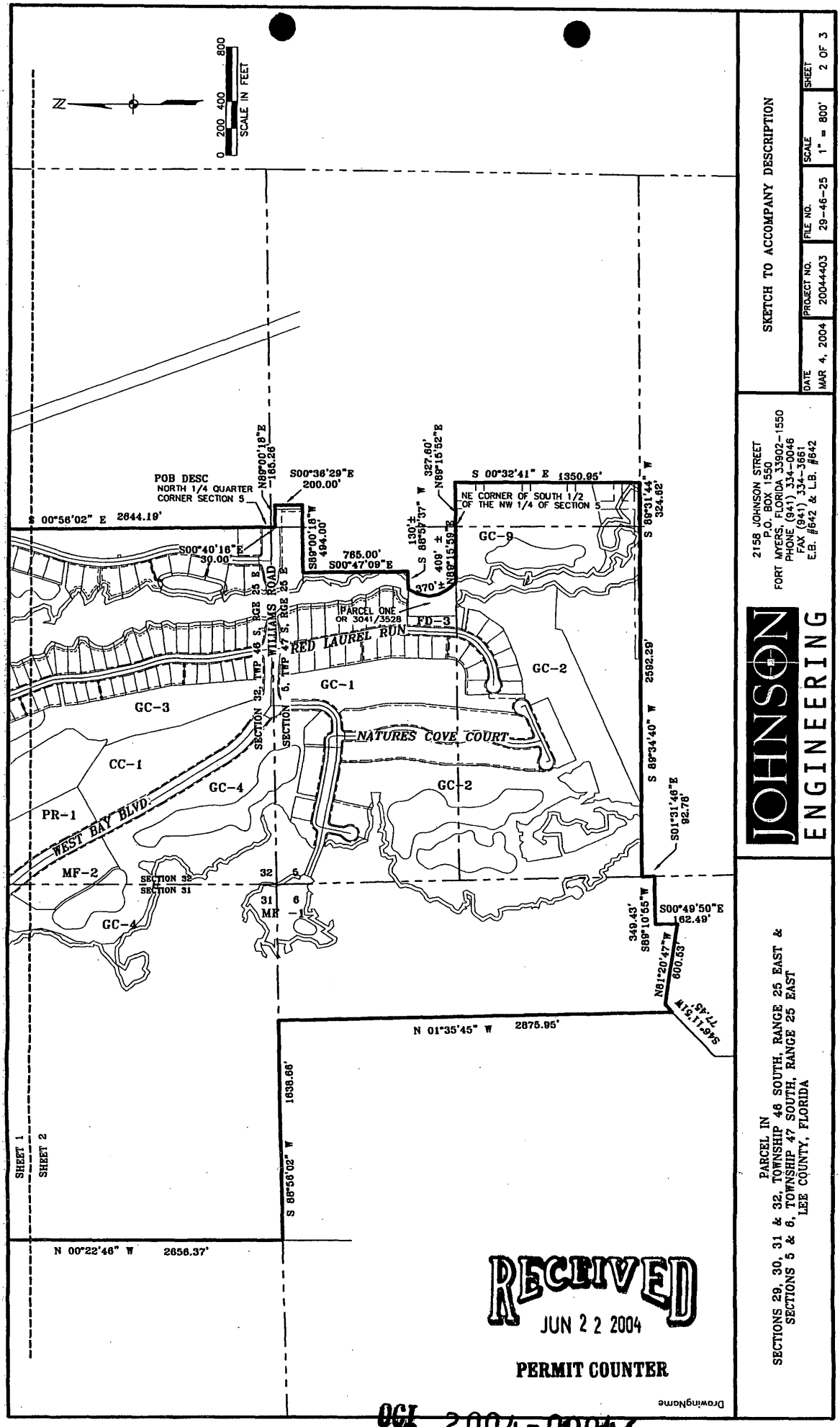
PARCEL IN
SECTIONS 29, 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST &
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

JOHNSON ENGINEERING
2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (941) 334-0046
FAX (941) 334-3661
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
MAR 4, 2004	20044403	29-46-25	1" = 800'	1 OF 3

S:\044403\044403-sketch-BX11.dwg, Model, 03/05/2004 01:40:33 PM, fly
Drawing Name:



S:\044403\044403-sketch-BX11.dwg, Model, 03/05/2004 01:37:39 PM, fly

DESCRIPTION

WEST BAY CLUB
PARCEL IN
SECTIONS 29, 30, 31 & 32, TOWNSHIP 46 SOUTH RANGE 25 EAST &
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND BEING ALL OF WEST BAY CLUB, A SUBDIVISION, AS RECORDED IN PLAT BOOK 62 AT PAGES 79 THROUGH 111 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND ALL OF PARCEL ONE AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORD BOOK 3041 AT PAGE 3528 OF SAID PUBLIC RECORDS, LYING IN SECTIONS 29, 30, 31 AND 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST AND SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST LEE, COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 5, BEING A POINT ON THE CENTERLINE OF WILLIAMS ROAD (60.00 FEET WIDE); THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG THE BOUNDARY OF SAID WEST BAY CLUB: SOUTH 00° 40' 16" EAST FOR 30.00 FEET; NORTH 89° 00' 18" EAST FOR 165.26 FEET; SOUTH 00° 36' 29" EAST FOR 200.00 FEET; SOUTH 89° 00' 18" WEST FOR 494.00 FEET; SOUTH 00° 47' 09" EAST FOR 765.00 FEET; SOUTH 88° 57' 37" WEST FOR 130 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF HALFWAY CREEK; THENCE DEPARTING SAID BOUNDARY OF WEST BAY CLUB RUN SOUTHERLY ALONG SAID MEAN HIGH WATER LINE FOR 370 FEET, MORE OR LESS TO AND INTERSECTION WITH SAID BOUNDARY OF WEST BAY CLUB; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID BOUNDARY: NORTH 89° 15' 59" EAST FOR 409 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF THE SOUTH HALF (S-1/2) OF THE NORTHWEST QUARTER (NW-1/4) OF SAID SECTION 5; NORTH 89° 15' 52" EAST FOR 327.60 FEET; SOUTH 00° 32' 41" EAST FOR 1,350.95 FEET; SOUTH 89° 31' 44" WEST FOR 324.62 FEET; SOUTH 89° 34' 40" WEST FOR 2,592.29 FEET; SOUTH 01° 31' 46" EAST FOR 92.78 FEET; SOUTH 89° 10' 55" WEST FOR 349.43 FEET; SOUTH 00° 49' 50" EAST FOR 162.49 FEET; NORTH 81° 20' 47" WEST FOR 600.53 FEET; SOUTH 46° 11' 51" WEST FOR 77.45 FEET; NORTH 01° 35' 45" WEST FOR 2,875.95 FEET TO AN INTERSECTION WIT THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE-1/4) OF SAID SECTION 31; SOUTH 88° 56' 02" WEST ALONG SAID SOUTH LINE AND ALONG SAID BOUNDARY LINE FOR 1,638.66 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 31; NORTH 00° 22' 46" WEST ALONG THE NORTH/SOUTH QUARTER SECTION LINE FOR 2,656.37 FEET TO THE CENTER OF SAID SECTION 31; THENCE CONTINUE NORTHERLY ALONG SAID NORTH/SOUTH QUARTER SECTION LINE, FOR A DISTANCE OF 2,391 FEET, MORE OR LESS TO THE WATERS OF THE ESTERO RIVER; NORTHEASTERLY, SOUTHEASTERLY, SOUTHWESTERLY, SOUTHERLY, SOUTHEASTERLY AND NORTHEASTERLY ALONG SAID WATERS FOR 5,030 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE EAST LINE OF THE SOUTHEAST QUARTER (SE-1/4) OF SAID SECTION 30, TOWNSHIP 46 SOUTH, RANGE 25 EAST; NORTH 00° 32' 05" WEST ALONG SAID EAST LINE FOR 62 FEET, MORE OR LESS TO SAID WATERS OF THE ESTERO RIVER; THENCE RUN WESTERLY, NORTHERLY, EASTERLY, SOUTHEASTERLY, SOUTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG SAID WATERS FOR 1,753 FEET, MORE OR LESS TO AN INTERSECTION WITH THE NORTH LINE OF SECTION 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST; NORTH 87° 54' 53" EAST ALONG SAID NORTH LINE FOR 458 FEET, MORE OR LESS TO SAID WATERS; THENCE RUN NORTHERLY AND SOUTHEASTERLY ALONG SAID WATERS FOR 771 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF SAID PLAT; SOUTH 00° 43' 04" EAST FOR 1,190 FEET, MORE OR LESS; NORTH 88° 27' 02" EAST FOR 1,257.39 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF A FLORIDA POWER AND LIGHT COMPANY TRANSMISSION LINE EASEMENT (100 FEET WIDE) AS DESCRIBED BY DEED RECORDED IN DEED BOOK 227 AT PAGE 261 OF SAID PUBLIC RECORDS; SOUTH 20° 51' 33" EAST ALONG SAID SOUTHWESTERLY LINE FOR 125.36 FEET TO AN INTERSECTION WITH THE NORTH/SOUTH QUARTER SECTION LINE OF SAID SECTION 32; SOUTH 00° 55' 53" EAST ALONG SAID QUARTER SECTION LINE FOR 1,226.63 FEET; SOUTH 00° 56' 02" EAST ALONG SAID NORTH/SOUTH QUARTER SECTION LINE FOR 2,644.19 FEET TO THE POINT OF BEGINNING.
PARCEL CONTAINS 866 ACRES, MORE OR LESS.

BEARINGS HEREIN ABOVE MENTIONED ARE BASED ON THE EAST LINE OF THE SOUTHWEST QUARTER (SW-1/4) OF SECTION 32 TO BEAR SOUTH 00° 56' 02" EAST.

DrawingName

S:\044403\044403-sketch-8X11.dwg, Model, 03/05/2004 01:37:30 PM, fly

PARCEL IN
SECTIONS 29, 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST &
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

JOHNSON ENGINEERING
2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (941) 334-0046
FAX (941) 334-3661
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
MAR 4, 2004	20044403	29-46-25	1" = 800'	3 OF 3

AUG 27 2004

PERMIT COUNTER

DCI 2004 00046

West Bay Club

Sufficiency Response I

August 2004

Prepared for:

West Bay Club Development Corporation
4600 West Bay Club Boulevard
Estero, Florida 33928

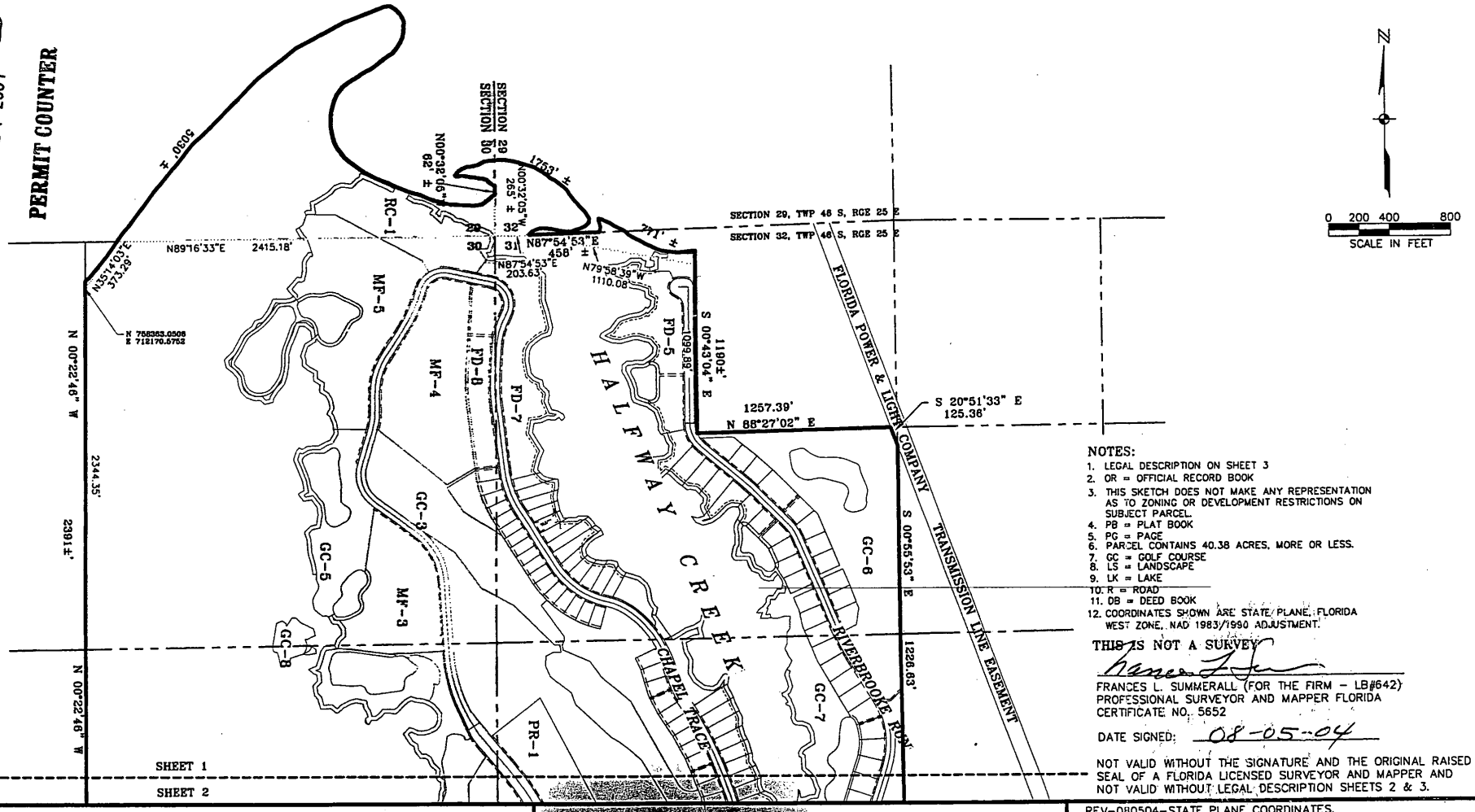
Prepared by:

JOHNSON ENGINEERING

JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS, PLANNERS AND ECOLOGISTS
2158 Johnson Street
Fort Myers, Florida 33901

RECEIVED
AUG 27 2004
PERMIT COUNTER

DCI 2004 00046



NOTES:
1. LEGAL DESCRIPTION ON SHEET 3
2. OR = OFFICIAL RECORD BOOK
3. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
4. PB = PLAT BOOK
5. PG = PAGE
6. PARCEL CONTAINS 40.38 ACRES, MORE OR LESS.
7. GC = GOLF COURSE
8. LS = LANDSCAPE
9. LK = LAKE
10. R = ROAD
11. DB = DEED BOOK
12. COORDINATES SHOWN ARE STATE PLANE, FLORIDA WEST ZONE, NAD 1983/1990 ADJUSTMENT.

THIS IS NOT A SURVEY

FRANCES L. SUMMERALL (FOR THE FIRM – LB#642)
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA
CERTIFICATE NO. 5652

DATE SIGNED: 08-05-04

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER AND NOT VALID WITHOUT LEGAL DESCRIPTION SHEETS 2 & 3.

PARCEL IN
SECTIONS 29, 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST &
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

JOHNSON ENGINEERING
2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (941) 334-0046
FAX (941) 334-3661
E.B. #642 & L.B. #642

REV-080504-STATE PLANE COORDINATES.

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
MAR 4, 2004	20044403	29-46-25	1" = 800'	1 OF 3

DrawingName

S:\20044403\044403-sketch-8X11.dwg, 8/5/2004 3:18:33 PM, FLS

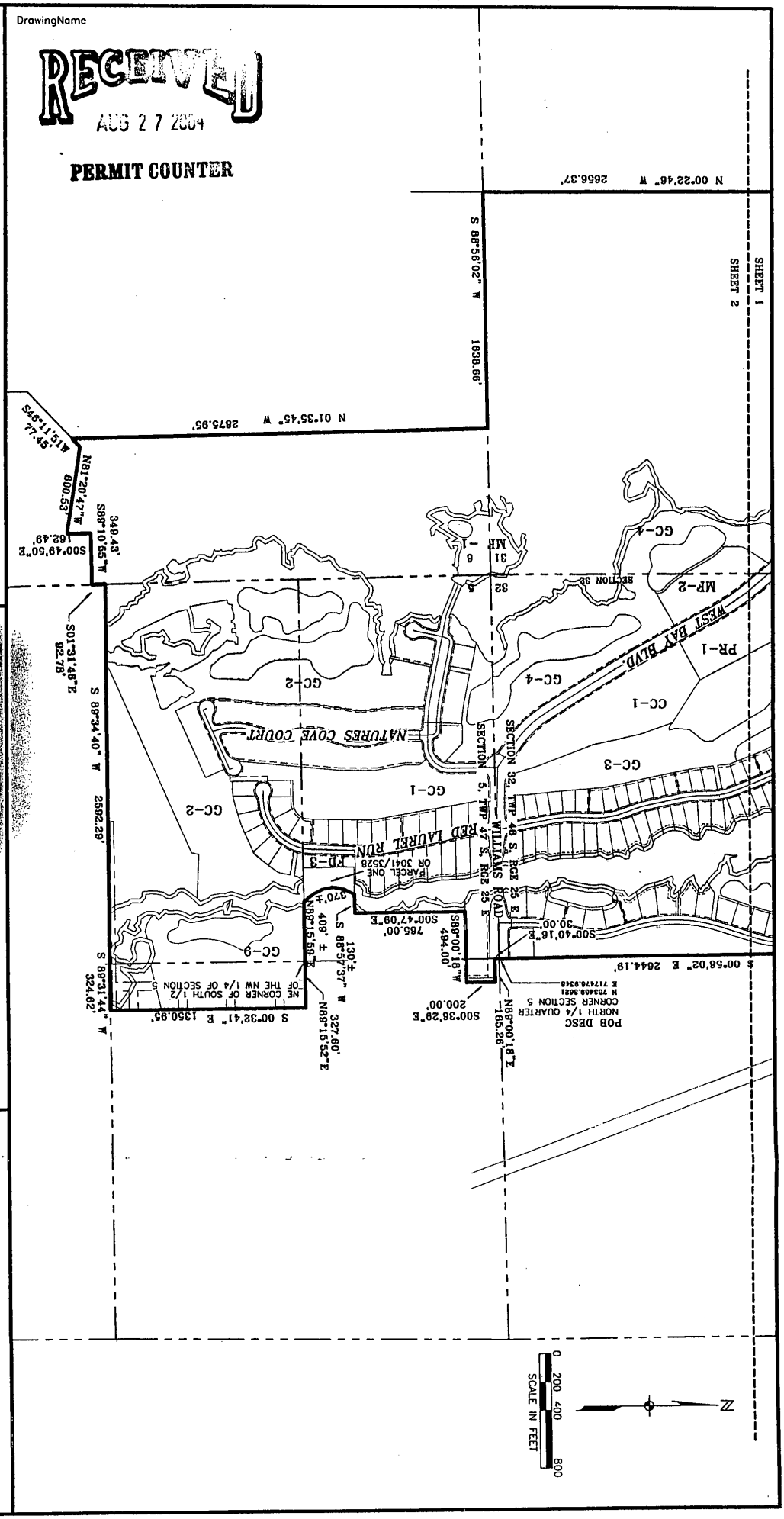
S:\044403\044403-sketch-8X11.dwg, 8/5/2004 3:17:32 PM, FLS

DCI 2004 00046

DrawingName

RECEIVED
AUG 27 2004
PERMIT COUNTER

PARCEL IN
SECTIONS 29, 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST &
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA



JOHNSON ENGINEERING

2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (941) 334-0046
FAX (941) 334-3661
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
MAR 4, 2004	20044403	29-46-25	1" = 800'	2 OF 3

RECEIVED
AUG 27 2004
PERMIT COUNTER
DCI 2004 00046

DESCRIPTION

WEST BAY CLUB
PARCEL IN
SECTIONS 29, 30, 31 & 32, TOWNSHIP 46 SOUTH RANGE 25 EAST &
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND BEING ALL OF WEST BAY CLUB, A SUBDIVISION, AS RECORDED IN PLAT BOOK 62 AT PAGES 79 THROUGH 111 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND ALL OF PARCEL ONE AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORD BOOK 3041 AT PAGE 3528 OF SAID PUBLIC RECORDS, LYING IN SECTIONS 29, 30, 31 AND 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST AND SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST LEE, COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 5, BEING A POINT ON THE CENTERLINE OF WILLIAMS ROAD (60.00 FEET WIDE); THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG THE BOUNDARY OF SAID WEST BAY CLUB: SOUTH 00° 40' 16" EAST FOR 30.00 FEET; NORTH 89° 00' 18" EAST FOR 165.26 FEET; SOUTH 00° 36' 29" EAST FOR 200.00 FEET; SOUTH 89° 00' 18" WEST FOR 494.00 FEET; SOUTH 00° 47' 09" EAST FOR 765.00 FEET; SOUTH 88° 57' 37" WEST FOR 130 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF HALFWAY CREEK; THENCE DEPARTING SAID BOUNDARY OF WEST BAY CLUB RUN SOUTHERLY ALONG SAID MEAN HIGH WATER LINE FOR 370 FEET, MORE OR LESS TO AND INTERSECTION WITH SAID BOUNDARY OF WEST BAY CLUB; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID BOUNDARY: NORTH 89° 15' 59" EAST FOR 409 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF THE SOUTH HALF (S-1/2) OF THE NORTHWEST QUARTER (NW-1/4) OF SAID SECTION 5; NORTH 89° 15' 52" EAST FOR 327.60 FEET; SOUTH 00° 32' 41" EAST FOR 1,350.95 FEET; SOUTH 89° 31' 44" WEST FOR 324.62 FEET; SOUTH 89° 34' 40" WEST FOR 2,592.29 FEET; SOUTH 01° 31' 46" EAST FOR 92.78 FEET; SOUTH 89° 10' 55" WEST FOR 349.43 FEET; SOUTH 00° 49' 50" EAST FOR 162.49 FEET; NORTH 81° 20' 47" WEST FOR 600.53 FEET; SOUTH 46° 11' 51" WEST FOR 77.45 FEET; NORTH 01° 35' 45" WEST FOR 2,875.95 FEET TO AN INTERSECTION WIT THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE-1/4) OF SAID SECTION 31; SOUTH 88° 56' 02" WEST ALONG SAID SOUTH LINE AND ALONG SAID BOUNDARY LINE FOR 1,638.66 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 31; NORTH 00° 22' 46" WEST ALONG THE NORTH/SOUTH QUARTER SECTION LINE FOR 2,656.37 FEET TO THE CENTER OF SAID SECTION 31; THENCE CONTINUE NORTHERLY ALONG SAID NORTH/SOUTH QUARTER SECTION LINE, FOR A DISTANCE OF 2,391 FEET, MORE OR LESS TO THE WATERS OF THE ESTERO RIVER; NORTHEASTERLY, SOUTHEASTERLY, SOUTHWESTERLY, SOUTHERLY, SOUTHEASTERLY AND NORTHEASTERLY ALONG SAID WATERS FOR 5,030 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE EAST LINE OF THE SOUTHEAST QUARTER (SE-1/4) OF SAID SECTION 30, TOWNSHIP 46 SOUTH, RANGE 25 EAST; NORTH 00° 32' 05" WEST ALONG SAID EAST LINE FOR 62 FEET, MORE OR LESS TO SAID WATERS OF THE ESTERO RIVER; THENCE RUN WESTERLY, NORTHERLY, EASTERLY, SOUTHEASTERLY, SOUTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG SAID WATERS FOR 1,753 FEET, MORE OR LESS TO AN INTERSECTION WITH THE NORTH LINE OF SECTION 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST; NORTH 87° 54' 53" EAST ALONG SAID NORTH LINE FOR 458 FEET, MORE OR LESS TO SAID WATERS; THENCE RUN NORTHERLY AND SOUTHEASTERLY ALONG SAID WATERS FOR 771 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF SAID PLAT; SOUTH 00° 43' 04" EAST FOR 1,190 FEET, MORE OR LESS; NORTH 88° 27' 02" EAST FOR 1,257.39 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF A FLORIDA POWER AND LIGHT COMPANY TRANSMISSION LINE EASEMENT (100 FEET WIDE) AS DESCRIBED BY DEED RECORDED IN DEED BOOK 227 AT PAGE 261 OF SAID PUBLIC RECORDS; SOUTH 20° 51' 33" EAST ALONG SAID SOUTHWESTERLY LINE FOR 125.36 FEET TO AN INTERSECTION WITH THE NORTH/SOUTH QUARTER SECTION LINE OF SAID SECTION 32; SOUTH 00° 55' 53" EAST ALONG SAID QUARTER SECTION LINE FOR 1,226.63 FEET; SOUTH 00° 56' 02" EAST ALONG SAID NORTH/SOUTH QUARTER SECTION LINE FOR 2,644.19 FEET TO THE POINT OF BEGINNING.
PARCEL CONTAINS 866 ACRES, MORE OR LESS.

BEARINGS HEREIN ABOVE MENTIONED ARE BASED ON THE EAST LINE OF THE SOUTHWEST QUARTER (SW-1/4) OF SECTION 32 TO BEAR SOUTH 00° 56' 02" EAST.

DrawingName

S:\044403\044403-sketch-8X11.dwg, 8/5/2004 3:17:24 PM, FLS

PARCEL IN
SECTIONS 29, 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST &
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

JOHNSON ENGINEERING
2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (941) 334-0046
FAX (941) 334-3661
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
MAR 4, 2004	20044403	29-46-25	1" = 800'	3 OF 3

Summary Memorandum
of the
Estero Community Planning Panel

The Estero Community Planning Panel met on May 10, 2004 at 6:55 pm at the Marsh Landing Clubhouse in Estero Florida. West Bay Club presented their proposal to restore the muti-family zoning designation originally approved by Lee County on March 18, 1996. Listed below are West Bay's responses to questions, comments and concerns raised at the ECPP meeting by panel members and individuals in the audience. The responses are listed by number and in the order in which they appear in the minutes of the ECPP meeting (attached).

1.) There were a lower number of units expressed in previous marketing literature, (i.e. the 1,121 units). "Please do and write what you say and make it consistent with the legal documents."
Response: The original approval, by Lee County in 1996, permitted 1,121 residential multi-family units on 863 acres. The overall density and number of units has never changed. All official documents have always contained 1,121 total units. All current literature provided by West Bay also contains this total.

2.) The size of the amenities is already a problem, and the amenities will not accommodate 1,121 units.

Response: The original development plan, approved in 1996, was comprehensive in it's consideration of the amenities to accommodate 1,121 units. The golf course, tennis courts, additional clubhouse facilities and amenities are all suitable for this amount of density. In fact, the additional units will defray the cost of upgrading and improving the sports club and golf clubhouse. In addition, the proposed high-rise buildings are ***each*** being designed with self-contained amenities, such as swimming pool, social gathering rooms, and complete fitness facilities. Without having sufficient number of residents, the quality of the amenities cannot be sustained. Therefore, up to the originally approved overall unit count is critical in this regard.

3.) There were promises of eight tennis courts to be built.

Response: There are now four tennis courts and West Bay is committed to adding a ***minimum*** of two additional tennis courts. West Bay is committed to a strong tennis program and, in addition will continue to explore options for additional courts.

4) With all of the land that is in preserve, is 1,121 units really the appropriate number for the buildable land?

5) What impact would there be on the wildlife?

Response: Yes. The 1,121 units are appropriate for the buildable areas. Following a thorough staff review process, Lee County approved the project in 1996. West Bay has implemented an exemplary preservation plan. The fact that a considerable amount of land is in preserve within the development indicates that the developer has succeeded in building an environmentally friendly community. Preservation and restoration of a number of nature preserves within West Bay has designated them an *Audubon International Certified Signature Sanctuary*. In addition, the existing wildlife corridors, open spaces and buffers will remain as originally approved. There will be no additional impacts to wildlife.

6.) One couple countered that they do not believe the 1,121 number is new to the community, and that the developer had actually lowered density in their specific neighborhood.

Response: This is correct. As previously stated, the 1,121 number is not new, and has always been the allowable unit count and density for the project since its inception. The overall density of 1.29 dwelling units per acre is a ***28% reduction*** in dwelling units allowed by the Lee Plan

The Lee Plan allowed 334 dwelling units in the suburban land use category, but the original application only requested 224 dwelling units. Likewise, 1,199 dwelling units were allowed in the Outlying Suburban category, but the applicant only requested 897. Thus, the applicant only had requested an overall density of 1.29 dwelling units per acre, which equates to a 28% reduction in dwelling units allowed by the Lee Plan.

7.) Pod 3 is 9.5 acres and with 6.2 acres for structure, that may be too much density.

Response: The original application approved by Lee County permitted a multi-family building of 20 stories or 220 feet high, as was also approved on the adjoining two development pods. West Bay is requesting an internal change from the previous 2000 administrative amendment to the West Lake Court development pod. The community has been approved for a total of 1,121 units on 863 acres for a gross density of 1.29 units per acre. **This is less than half the density permitted by the land use category, and far below that of surrounding areas.** The mix consisted of 224 dwelling units in the Outlying Suburban land use category, and 897 dwelling units within the Suburban category, of which Development Areas 3, 4 and 5, (Westlake Court) was one.

ESTERO COMMUNITY PLANNING PANEL
Minutes of Public Meeting #50 - May 10, 2004
Marsh Landing Clubhouse, Estero, Florida

Panel Members Present: Neal Noethlich, Chairman, ECCO; Don Eslick, ECCO; Gordon Lyons, Interim Representative of the Estero Civic Association; Greg Toth , Estero Development Community. Recording Secretary: Jim Ramsburg, ECCO. Treasurer: Fran Wagner, Estero Civic Association. Absent: Joe Ortega, Estero Chamber of Commerce; Mitch Hutchcraft, Estero Development Community.

A reception commemorating the Panel's 50th public meeting was held before the regular meeting. Noethlich, Lee County Commissioner Ray Judah and Estero Chamber of Commerce board chair Meg Judge addressed the group and cited the Panel's accomplishments for Estero as a model for other communities to follow.

Noethlich called the regular meeting to order at 6:55 PM.

Public Participation: Sixty-one participants were present including 55 members of the general public. Ramsburg reported that public notices of the meeting were published in the Fort Myers News-Press, the Bonita Daily News and the Bonita Banner. Notices were posted on the Internet in the Estero Development Report and on the Web sites of the Estero Chamber of Commerce and Estero Fire/Rescue. A paid advertising notice of the meeting was placed in the Bonita Banner of Apr.8th. Notices of the meeting were posted in the Estero Post Office, the South Regional Library and the Marsh Landing clubhouse.

Secretary's Report: Minutes of the Apr. 12, 2004, meeting were distributed and reviewed. Toth: Motion to accept minutes. Eslick: Second. Motion carried unanimously.

Treasurer's Report:: Wagner reported a current balance of $6,436.82 in the Community Planning Panel account on deposit at Colonial Bank in Estero. Toth: Motion to accept; Noethlich: Second. Motion carried unanimously.

Mixed-Use Developments & Affordable Housing: A 20-minute presentation and question/answer period regarding the potential benefits of true mixed-use developments to allow affordable (often refered to as Community) housing was conducted by consultant Brad Baker. Baker stressed the need for affordable housing to accommodate employees of the high number of commercial establishments that will soon be operating in the community who would otherwise be required to travel to work over streets leading into Estero and other SW FL communities, streets which already bear the maximum amount of traffic. Mr Baker showed pictures of many successful high density communities whose appearance and ammenities are more upscale than the stero typed affordable and/or subsidized projects. Brad pointed out that the largest developer of affordable housing is the U.S. Treasury Dept through tax incentives and subsidies. Florida grants $1 billion per year for this type housing.

West Bay Club Master Concept Plan Revisions: Stephanie Keyes of Johnson Engineering and Jeff Mangan, Chief Operating Officer of West Bay Club, presented a proposal for re-zoning of parts of the 866-acre residential community on Williams Road west of US 41. This project was originally approved for 1121 units on 866 acres for a density of 1.29. The original authorization was amended at the request of the community's previous developer, Atlantic Gulf Communities, to convert one pod of high rise buildings to 13 single family lots. The current proposal would revise a pre-approved administrative amendment to the community's Westlake Court development pod from single family homes to its originally approved authorization for multi-family housing buildings of up to 20-stories each, 220-feet high, and also for the adddition of four lots on the west side of pod 9. The total community build-out of up to 1,121 units is already approved and, according to the developer, has been unchanged throughout the history of the project.

Keyes and Mangan presented a detailed ten-page background and justification for the revision, stressing that it would not affect the community's density, ecological balance or character. Approximately 25 residents of the West Bay community attended the meeting to voice concerns with the proposal from the points of community aesthetics, total build out number of 1121units versus lower numbers(768, 780 or 840) they had been led to believe were the planned limits, and the overcrowding of the community's facilities and roads, including the Williams Road access to US 41. Two residents distributed written objections which are made part of these minutes. The Panel raised questions regarding a perceived vagueness in the proposal which would lead to an inordinate flexibility for the developer. Eslick questioned the developer's ability to accommodate the parking facilities necessary for the large number of residents involved in the proposed multi-family, high-rise structures, and predicted that the actual number of high rise units which could actually be built would be considerably fewer that the 630 high rise units the developer now wishes to have reapproved..

Individual concerns expressed included: (1) lower numbers of units in marketing literature vis-a-vis the 1121 number--"Please do and write what you say and make it consistent with the legal documents"; (2) Size of ammenities is already a problem with only 250 units occupied. The amenities will not accomodate 1121 units; (3) 6 tennis courts built versus 8 promised; (4) With all the land that is in preserve is 1121 units really the appropriate number for the buildable land?; (5) Concerned over impact on wildlife if 1121 units are built; (6) one couple countered that they do not believe the 1121 unit number is new to the community, and that the developer had actually lowered density in their specific neighborhood; (7) Pod 3 is 9.5 acres and with 6.2 acres for structure, that may be too much density.

Cypress Shadows Residential Planned Development Master Concept Plan Revisions: Mike Roeder AICP, of Knott, Consoer, Ebiline hart & Swett, P.A. and Ray Gonzalez P.E. of Banks Engineering jointly presented a proposal for Cypress Shadows, a proposed golf course community containing 100 single-family homes and 670 multi-family residences located east and north of the Bella Terra RPD on Corkscrew Road approximately three miles west of I-75. The project had been zoned to RM2 in 1982 with no density level defined. To add a golf course requires a rezoning to RPD. A concept plan was previously presented to the Panel in July, 2003. In addition to addressing Lee County DCD Staff concerns, the current revision is intended to answer concerns raised by the Panel last July. Items included: limiting the multi-family buildings to four stories; limiting the single-family portion of the project to detached

buildings; increasing berm buffers between the community and Corkscrew Road and building access drives to the adjacent Bella Terra development; minimizing wetlands and wildlife impacts. With the depth of lakes proposed for as much as 40feet, the Panel did raise concerns about blasting during construction and its potential threat to the nearby Wildcat Run community and the new development of Bella Terra. Noethlich suggested that the developer consider involving a Wildcat Run Repesentative in Pre Blast Planning to facilitate communications over the blasting period.

ECPP Business: Noethlich reported that Panel professional consultant Dan DeLisi has submitted a draft of the forthcoming proposed Estero-specific zoning amendments to Jim Mudd of Lee County staff for refinement. It is expected that the amendments will be available for Lee County reviews in June.

Hearings/Meetings of Importance: Noethlich announced a public workshop concerning the proposed alignment of Sandy Lane at 5 PM on May 25th at the Three Oaks Banquet Center and the Lee County Hearing Examiner's hearing on the North Point DRI at 9 AM on May 26th at 1500 Monroe Street in Fort Myers.

Toth: Motion to adjourn. Eslick: Second. Motion carried unanimously. Meeting adjourned at 9:17 PM.

NEXT MEETING: 6 PM, MONDAY, JUNE 14th, MARSH LANDING CLUBHOUSE

7. DEVIATION D-7.: Requirement that no portion of a buffer area that consists of trees and shrubs shall be located in any easement (Section 10-417(S)2.f) to allow planted buffers in easements.

The Applicant is requesting a deviation to allow the placement of trees and shrubs within easement areas. easements for roadway purposes will be maintained by the developer and, ultimately, the homeowners association, no public costs associated with maintaining these areas will be borne by the County or the general public. If vegetation planted within buffers is destroyed or impacted as a result of being placed in an easement, an obligation will be inserted into the homeowners association documents requiring replacement of the vegetation. Therefore, no impact on the public health, safety, or welfare is anticipated from this deviation, and the deviation will facilitate the Master Concept Plan by providing flexibility in locating buffer areas.

8. DEVIATION D-8: Requirement that offsite residential identification signs be a maximum of 64 square feet (Section 30181) to allow an off site residential identification sign on U.S. 41 to be 112 square feet in size.

In order to aid with project identification and the safe routing of traffic from U.S. 41 to the project, the Applicant desires to construct a two-sided, offsite residential identification sign at the southwest corner of U.S. 41 and Williams Road. This sign would measure 14 feet high by 8 feet wide and have a total maximum sign face of 112 square feet. A larger sign is justified by the maximum posted speed for vehicles traveling in residential identification signs presently existing in the project Since all this area of U.S. 41, and the sign is similar in size to area. No detrimental impact on the public health, safety or welfare is anticipated as the sign will be sufficiently set back from the intersection of U.S. 41 and Williams Road to allow adequate vehicle visibility. A drawing illustrating this deviation is attached hereto.

9. DEVIATION D-9: Requirement limiting the height of buildings in Residential Planned Development zoning category within the Outlying Suburban land use category of 45 feet [Section 34-935 (f)(3)(e)) to allow 20 stories over parking for development areas 2, 3, 4 and 5.

The Applicant requests a deviation to allow construction of multi-family residential buildings to a height of 20 stories over parking for development in Pods 2, 3, 4 and 5. As recognized in Section 34-935(f)(3)(e), additional height in the Outlying Suburban land use classification is contemplated when done to increase common open space for purposes of preserving environmental land, securing areas of native vegetation and wildlife habitat, or preserving historical, archeological or scenic resources. In this case, the Applicant would suggest that the additional height enhances the Master Concept Plan and is not detrimental to the public interest for the following reasons:

1. The increased height will allow for an increase in open space generally within the development pods affected, and allow for greater setbacks from environmentally sensitive areas on the periphery of these development pods. Drawings illustrating this effect are attached,

2. Use of highrise multi-family structures have increased the ability of the developer to preserve upland habitats that the County presumably desires to protect in order to secure areas of native vegetation and wildlife habitat. In particular, the preservation of conservation areas 19, 20, 21, and 13 are facilitated and made possible by relying upon higher density, taller structures within the development, rather than lower-density structures with less height.

3. Utilizing structures with increased height will decrease the amount of impervious area constructed on the site, thus allowing the project to better meet the standards for the Outstanding Florida Waters (OFW's) that lie within and adjacent to the project.

4. As presently zoned, the project-contains an area of RM-2 zoning in the northwest portion of the project immediately adjacent to the Estero River. The RM-2 zoning district essentially allows unlimited height for multi-family structures, provided additional setbacks are provided. The proposed Master Concept Plan enhances the public interest by relocating areas of potential highrise development from the currently existing RM-2 zoning area along the banks of the Estero River to areas more remote from the river, and further from areas that are already developed residentially. Instead of development of multi-family structures immediately adjacent to the Estero River, the Master Concept Plan proposes to set back the residential units from the river.

5. A substantial buffer of mangrove/wetland preserve areas to the west of the project will substantially buffer the highrise development from the Estero Bay aquatic preserve. Wetlands within the project and immediately adjoining wetlands owned by the State to the west of the project will provide a scenic and visual buffer between the waters of Estero Bay and the nearest highrise of approximately 2,700 feet. This distance is well in excess of the distance recently approved for other highrise-type structures on the east side of the Estero Bay.

6. As noted above, the Master Concept Plan relocates the areas of potential highrise from the existing RM-2 zoning area to areas that are more removed from existing residential areas. As presently proposed, the nearest existing residential development to the proposed highrise structures are approximately 3,170 feet to the northeast (Estero River Heights development), and over one mile to the south to the existing El Dorado Acres. There is no substantial residential development to the immediate east of the project, although the River Ridge project as proposed would lie approximately 3,500 feet to the east of the proposed highrises at Estero Pointe. Further, the Applicant would note that there is no immediate residential development to the north of the project, although the area to the immediate north is zoned RM-2 which could accommodate structures of substantial height.

7. Finally, the Applicant would note that the height requested for its multi-family structures is similar to other developments in the vicinity of Estero Bay including:

Mainland

1. Bonita Bay
   12 stories over parking, 150 foot height
   (under construction) - no height limitation in R-3 areas

2. Pelican Landing
   (approved for 20 stories over parking)

Fort Myers Beach

3. Estero Cove - Estero Boulevard 6 stories over

parking

4. Windward Pointe - Lennell Street 7 stories over parking

5. Harbor Pointe (Bay Beach) Estero Boulevard 10 stories over parking

6. The Palms (Bay Beach) S-7 stories over parking

7. Marina Towers
8 stories over parking

Black Island

8. Days Inn
14 stories - first floor includes the office and restaurant

Bonita Beach

9. Sea Isles -- Hickory Boulevard 10 stories over parking

10. Bay Harbor Club - Hickory Boulevard 10 stories over parking

11. The Beach Tennis Club 10 stories

12. Islands End
11 stories over parking

These existing and proposed tall structures support the concept that additional height along Estero Bay is appropriate provided the structures are well spaced from other tall projects.

10. DEVIATION D-10: Requirement that all parking lots shall be designed so as to permit vehicles exiting the parking lot to enter the street right-of-way or easement in a forward motion [Section 34-2013(a)] to allow individual parking spaces to back onto right-of-way easement.

This deviation would apply to vehicles which will be exiting onto private internal roadways within the 'individual development pods which are utilized for the various single-family project types and ground level multi-family project areas. This deviation will enhance the Master Concept Plan by promoting a typical neighborhood concept by negating the need to utilize land areas for typical conventional parking areas. No detrimental impacts to the public health, safety or welfare would be anticipated as the areas in which this deviation would be utilized are on internal roadways that will have a low speed limit and minimal traffic. A drawing illustrating how this deviation will function within the project is attached, along with a drawing that illustrates the typical cross-section of the private internal road on which the deviation will be utilized. The typical drawing for the privately maintained

roadway within the project illustrates the neighborhood concept and aesthetic approach that the project plan is attempting to accomplish, which would be significantly diminished by having to utilize conventional parking lot configurations to accommodate required parking within the project areas.

11. DEVIATION D-11: Deviation from the Lee County Land Development Code to allow the property development regulations for Estero Pointe RPD.

In order to facilitate design flexibility within the family" development units than is typically provided within a development, the Applicant desires to utilize its own property development regulations rather than rely upon the regulations provided in the Land Development Code which may be difficult or confusing to apply to the various types of units within the Master Concept Plan and accommodate a wider range of "single-project. The development regulations attached to this deviation request include specified standards for minimum lot area, depth and width; minimum setbacks; maximum height; maximum number of habitable floors; .minimum building separation; and whether the project could be developed as either a subdivision or a condominium form of development. No adverse effect on the public's health, safety or welfare is anticipated as the project regulations adequately specify minimum setback requirements, land area requirements, and height restrictions that are substantially similar to those currently provided in the Land Development Code, yet will allow for greater flexibility in design type. Typical drawings illustrating the various uses are attached to the proposed land development regulations.

12. DEVIATION D-12: Deviation from the requirement that a 25-foot wide buffer landward from the mean high water line of all non-seawalled natural waterways by provided [Section 10-414(f)] to allow construction of a boat ramp and fishing/observation pier on the Estero River and other crossings on Halfway Creek as shown on the Master Concept Plan.

The Applicant requests this deviation in order to provide reasonable riparian access to waterways adjoining the project and, also, to allow reasonable access across Halfway Creek. A literal interpretation of Section 10-414(f) would preclude any access of abutting natural waterways or a crossing of same due to the required buffer. However, such a strict, literal interpretation of this requirement would preclude reasonable use and access to the property and would unreasonably restrict riparian rights typically associated with waterfront ownership. As proposed, the deviation for the boat ramp and observation/fishing pier on Estero River will facilitate the Master Concept Plan by providing reasonable access to these waters for residents of Estero Pointe, yet will not harm the public interest and, in fact, will enhance the public interest. Providing for a small boat ramp facility, rather than single-family development along the Estero River, will limit the number of access points to the river to only one within the development. Furthermore, as illustrated by the attached drawings, the Applicant proposes to enhance the remaining buffer area along the Estero River in the vicinity of the boat ramp by additional upland plantings of a type typically indigenous to this area. The deviation will also allow the buffer area adjoining Halfway Creek to be reasonably utilized for access across Halfway Creek so as to promote the unified development of the project and the integration of recreational facilities within the project as a whole.

13. DEVIATION D-13: Requirement of connection separation [10-285(a), Table 2] to allow for "modified roundabout" as shown on the Master Concept Plan.

The proposed deviation form L.D.C. Section 10-285(a), Table 2., Connection Separation, to provide an

alternative connection separation the spine road, a proposed privately maintained road, from the required 330' to allow a rotary intersection. The alternate road cross section proposed will increase the aesthetics and provide a superior road surface which enhances the development and will not negatively impact public safety and welfare.

LEE COUNTY RPA/TZ
WETLAND IMPACT SUMMARY
for
ESTERO POINTE
(D-1)

See Wetland Impact Map (7/13/95) for Impact Areas

August 4, 1995

AREA IMPACT #	FLUCFCS CODE	DESCRIPTION	IMPACT ACRES	AGENCY JURISDICTION	COUNTY STATUS	IMPACT TYPE	COMMENTS (Potential Mitigation Ratios)
I-1	6110(A)	Bay Swamp	.18	All	TZ	Fill	Forested Hardwoods
I-2	6190(G)	Wetland, Melaleuca	.08	All	TZ	Fill	>80% Exotic
I-3	6190(H)	Wetland, Melaleuca	.08	All	TZ	Fill	>80% Exotic
I-4	6190(R)	Wetland, Melaleuca	.20	All	TZ	Fill	Not >80% Exotic Some Bay Swamp
I-5	6422(U) 5100(E) 6140(D) 6190(R)	Needlerush Marsh Streams & Waterways Stream Swamps Wetland, Melaleuca	.15	All All All All	RPA RPA RPA RPA	Cart Path Cart Path Cart Path Cart Path	Cart Path Bridges Half-Way Creek Potential Impacts But Minor
I-6	6190(R)	Wetland, Melaleuca	.49	All	TZ	Trim	66-99% Exotic
I-7	6120(G)	Mangrove Swamp	.19	All	TZ	Fill	Mangrove
I-8	6140(E)	Stream Swamp	.15	All	TZ	Fill	Forested Hardwood
I-9	6140(C)	Stream Swamp	.37	All	RPA	Bridge	Conifer/Hardwood Forest
I-10	4370(D)	Australian Pine	.05	State	TZ	Fill	SFWMD Considers OSW-No Mitigation; Lee County-Mitigation
I-11	6190(T&U) 6421(A)	Wetland, Melaleuca Cordgrass Marsh	.41	All All	TZ TZ	Fill Fill	>80% Exotic 0-33% Exotic
I-12	6140(C)	Stream Swamp	.05	All	RPA	Cart Path	Potential Impacts But Minor Conifer/Hardwood Forest
I-13	6410(A)	Freshwater Marshes	.34	All	TZ	Fill	Heavily Disturbed & Exotic Invaded
I-14	6190	Wetland, Melaleuca	.11	All	TZ	Fill	>80% Exotic
I-15	6140(C)	Stream Swamp	.05	All	RPA	Cart Path	Potential Impacts But Minor Conifer/Hardwood Forest
I-16	6190(Q)	Wetland, Melaleuca	.03	All	TZ	Fill	>80% Exotic
I-17	6190(Q)	Wetland, Melaleuca	.22(Fill) .07(Trim)	All	TZ	Fill & Trim	>80% Exotic
I-18	6190(Q)	Wetland, Melaleuca	.15(Fill) .10(Trim)	All	TZ	Fill & Trim	Not >80% Exotic Forested Hardwood

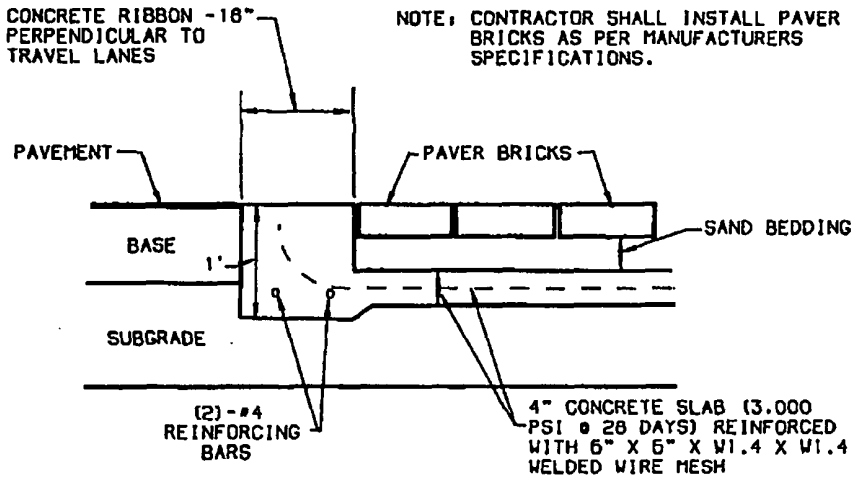
LEE COUNTY RPA/TZ
WETLAND IMPACT SUMMARY
for
ESTERO POINTE
(D-1)

See Wetland Impact Map (7/13/95) for Impact Areas

August 4, 1995

I-19	6180*	Willow Swamps	.04	All	RPA	Cart Path	Not > 80% Exotic
I-20	6180*	Willow Swamps	.20	All	RPA	Trim	< 10% Exotic
I-21	6190(L)	Wetland, Melaleuca	.38	All	TZ	Trim	>80% Exotic
I-22	6190(L)	Wetland, Melaleuca	.04	All	TZ	Cart Path	Potential Impacts But Minor >80% Exotic
I-23	6190(P)	Wetland, Melaleuca	.07	All	TZ	Excavation	>80% Exotic
I-24	6190(O)	Wetland, Melaleuca	.14	All	TZ	Excavation	>80% Exotic
I-25	6190(N)	Wetland, Melaleuca	.05	All	TZ	Fill	>80% Exotic
I-26	6180(B)	Willow Swamp	.18	All	TZ	Trim	< 10% Exotic Invaded
I-27	4280	Cabbage Palm Hammock	.21	USACOE	N/A	Fill	0-33% Exotic Invaded
I-28	6120(B) 6300(D&F) 5412(U)	Mangrove Swamp Wetland Forested Open Water	.13	All All All	RPA RPA RPA	Bridge Bridge Bridge	Mangrove/Hardwood Forest
I-29A	6110(D)	Bay Swamps	.08	All	RPA	Trim	<10% Exotic; Potential Impact
I-29B	6110(D)	Bay Swamps	.09	USACOE	N/A	Trim	<10% Exotic; Potential Impact
I-30	6190(M)	Wetland, Melaleuca	.29	All	TZ	Fill	>80% Exotic
I-31	6190(M)	Wetland, Melaleuca	.06	All	TZ	Cart Path	>80% Exotic; Potential Impact
I-32	6190(M)	Wetland, Melaleuca	.07	All	TZ	Cart Path	>80% Exotic; Potential Impact
I-33	6190(M)	Wetland, Melaleuca	.19(Fill) .45(Trim)	All	TZ	Fill & Trim	>80% Exotic; Potential Impact
I-34	6190(I)	Wetland, Melaleuca	.59	All	TZ	Fill	Not >80% Exotic
I-35	6190(D)	Wetland, Melaleuca	.14	All	TZ	Fill	>80% Exotic
I-36	6190(E)	Wetland, Melaleuca	.39	All	TZ	Fill	>80% Exotic
I-37	N/A	Estero River	Unknown	All	RPA	Dock	Submerged Lands Issue
I-38	6110(B)	Bay Swamps	.08	All	TZ	Trim	Potential Impact

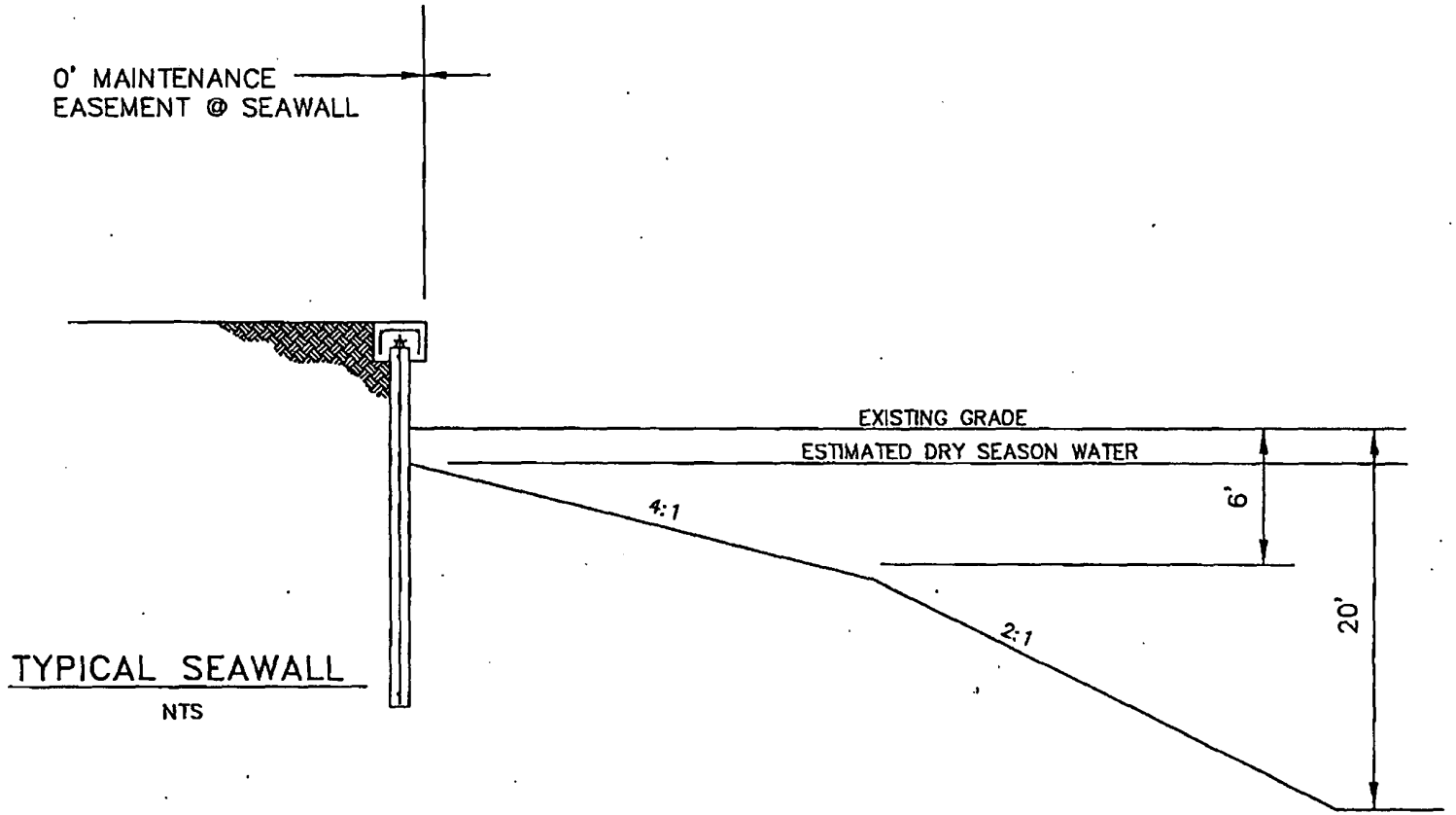
* Misidentified on Zoning FLUCFCS Map



OPTIONAL PAVER BRICK INSTALLATION

N.T.S.

DEVIATION D-2



TYPICAL SEAWALL

NTS

DEVIATION D-3, 4 & 5

NOTES:

1) NO MORE THAN 40% OF LAKE BANKS TO BE SEAWALLED.

Open Space Table

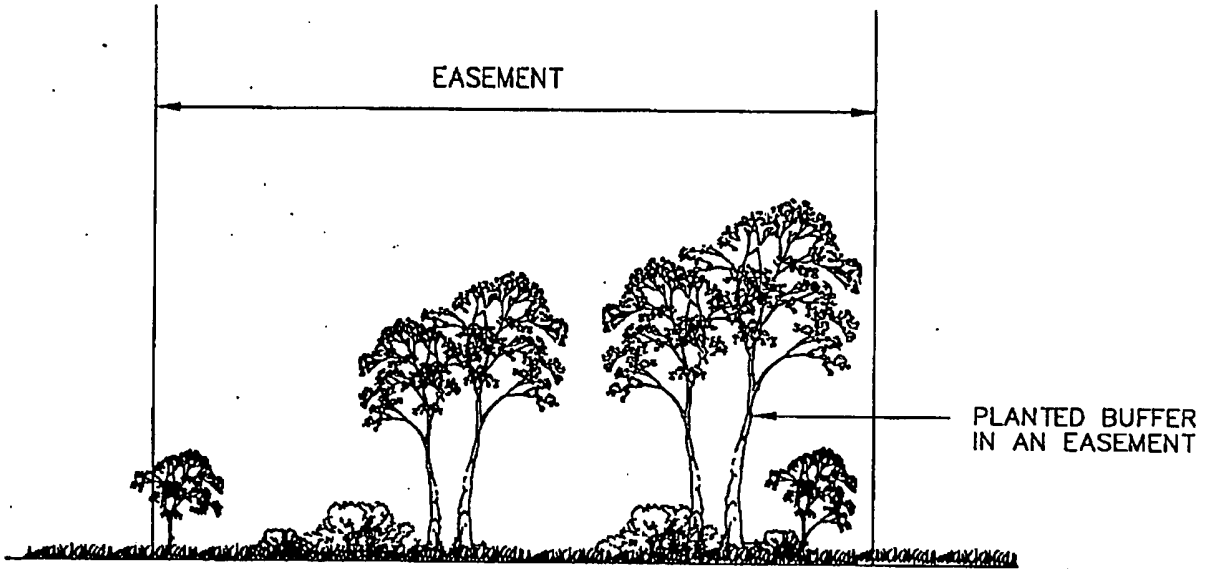
for

Estero Pointe RPD

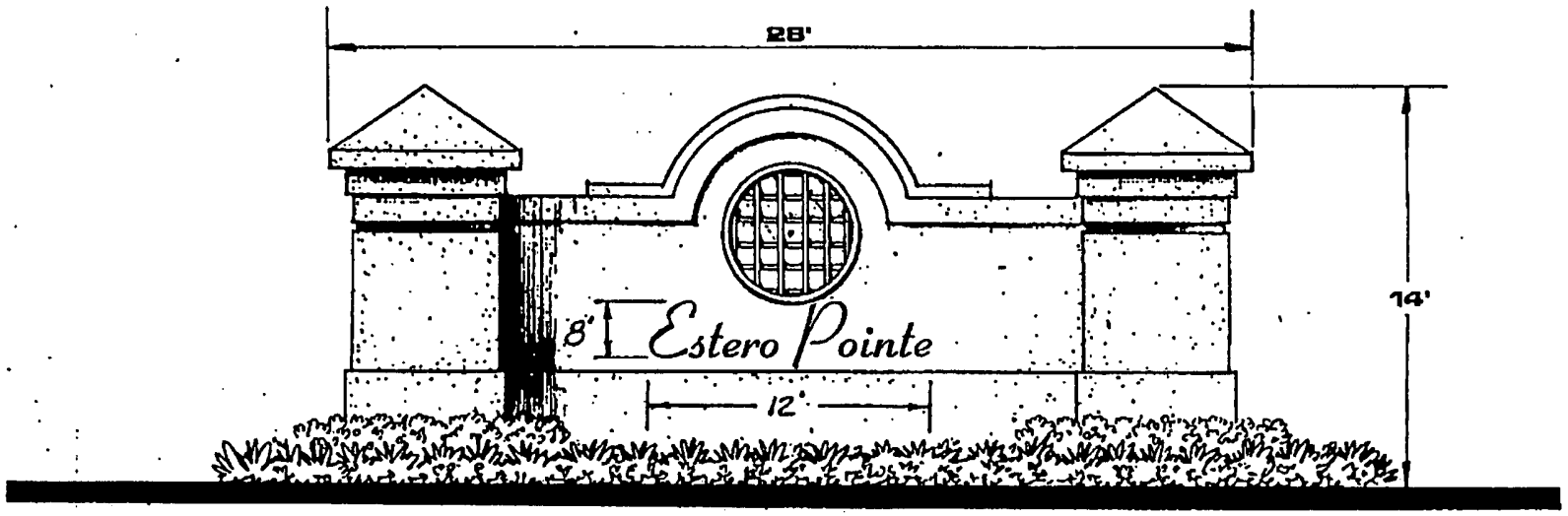
(D-6)

Required Open Space:	863.9± Ac. x 40%	=	345.60± Ac. (40%)
	Indigenous Requirement	=	**172.80± Ac. (20%)**

Open Space Provided (Ac.±)			MCP (Ac.±)
Wetlands			**408.6**
Conservation Area 13			**10.0**
Conservation Area 22			**7.0**
Conservation Area 19			**3.5**
Conservation Area 20			**9.0**
Conservation Area 21			**2.0**
Golf Course			106.0
Natural Areas within Golf Course			**18.0**
Park (Area 16)			**2.5**
Recreational Area 1 (9 Ac. x 50%)		=	4.0
Lakes			25.0
Upland Islands			**2.9**
Residential Pod 6:	39.6 x 10%	=	4.0
Residential Pod 7:	29.0 x 10%	=	2.9
Residential Pod 8:	28.8 x 10%	=	2.9
Residential Pod 9 & 9A:	27.8 x 10%	=	2.8
Residential Pod 10:	48.3 x 10%	=	4.8
Residential Pod 11:	7.5 x 10%	=	.7
Residential Pod 12:	8.5 x 10%	=	.8
Multi-Family Pod 2:	13.2 x 15%	=	2.0
Multi-Family Pod 3:	10.9 x 15%	=	1.6
Multi-Family Pod 4:	6.9 x 15%	=	1.0
Multi-Family Pod 5:	6.4 x 15%	=	1.0
Clubhouse Site:	16.0 x 15%	=	2.4
Practice Area:	10.0 x 80%	=	8.0
Total Open Space Provided			634.0 (73%)
Total Indigenous Open Space Provided			**464.0 (54%)**



DEVIATION D–7



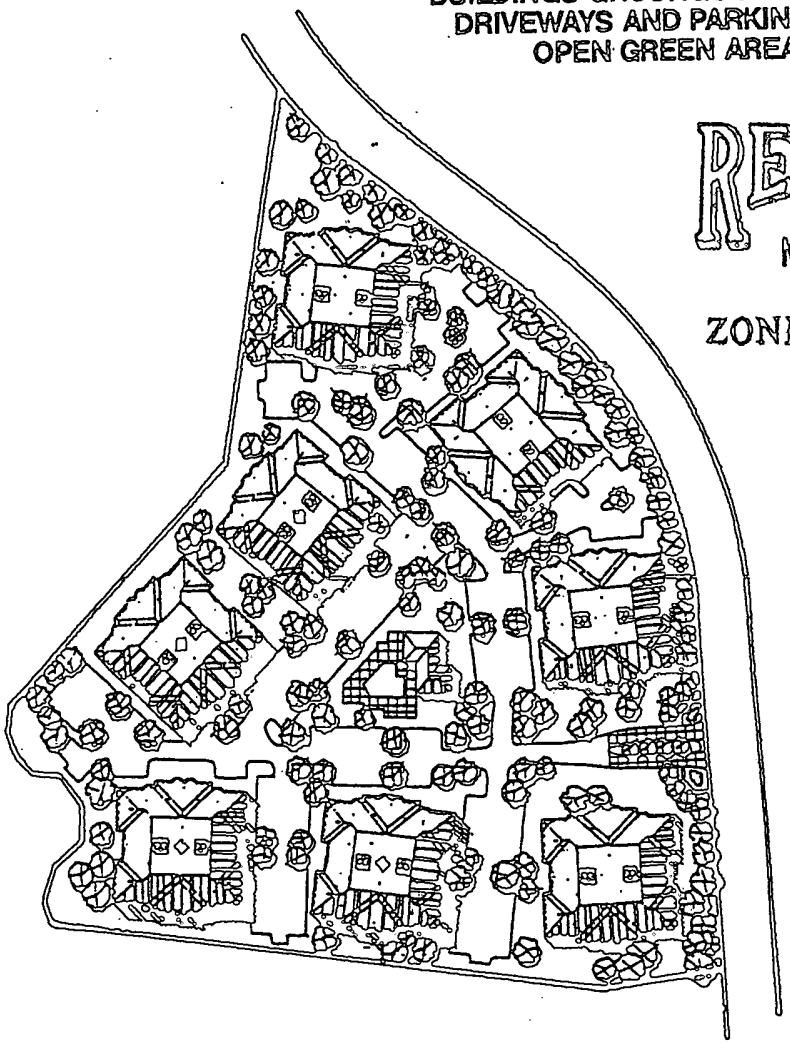
OFF - SITE SIGNAGE

N.T.S.

LAND DATA

PARCEL SIZE: 9 AC. = 100%
BUILDINGS GROUNGCOVER: 3.2 AC. = 36%
DRIVEWAYS AND PARKING: 3.1 AC. = 34%
OPEN GREEN AREAS: 2.7 AC.= 30%

RECEIVED
NOV 2 1 1995
ZONING COUNTER



9 AC. SITE

MULTIFAMILY - OPEN SPACE ANALYSIS
EXAMPLE 1

4 BUILDINGS - 3 STORIES EACH AND 4 BUILDINGS - 2 STORIES EACH
160 DU'S - 320 PARKING SPACES

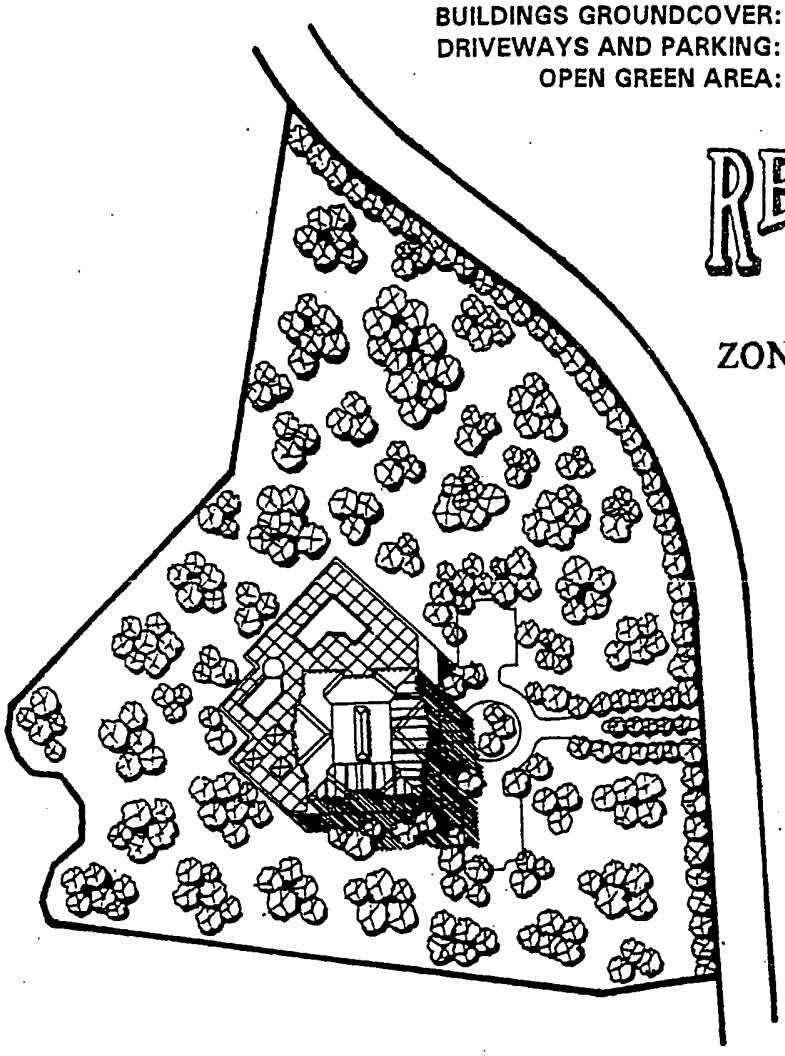
Estero Pointe

ATLANTIC GULF COMMUNITIES

LAND DATA

PARCEL SIZE: 9 AC. = 100 %
BUILDINGS GROUNDCOVER: 1.05 AC. = 11.7%
DRIVEWAYS AND PARKING: 0.50 AC. = 5.5%
OPEN GREEN AREA: 7.45 AC. = 82.8%

RECEIVED
NOV 2 1 1995
ZONING COUNTER



9 AC. SITE

MULTIFAMILY - OPEN SPACE ANALYSIS
EXAMPLE 2

1 BUILDING - 20 STORIES OVER PARKING
160 DU'S - 320 PARKING SPACES

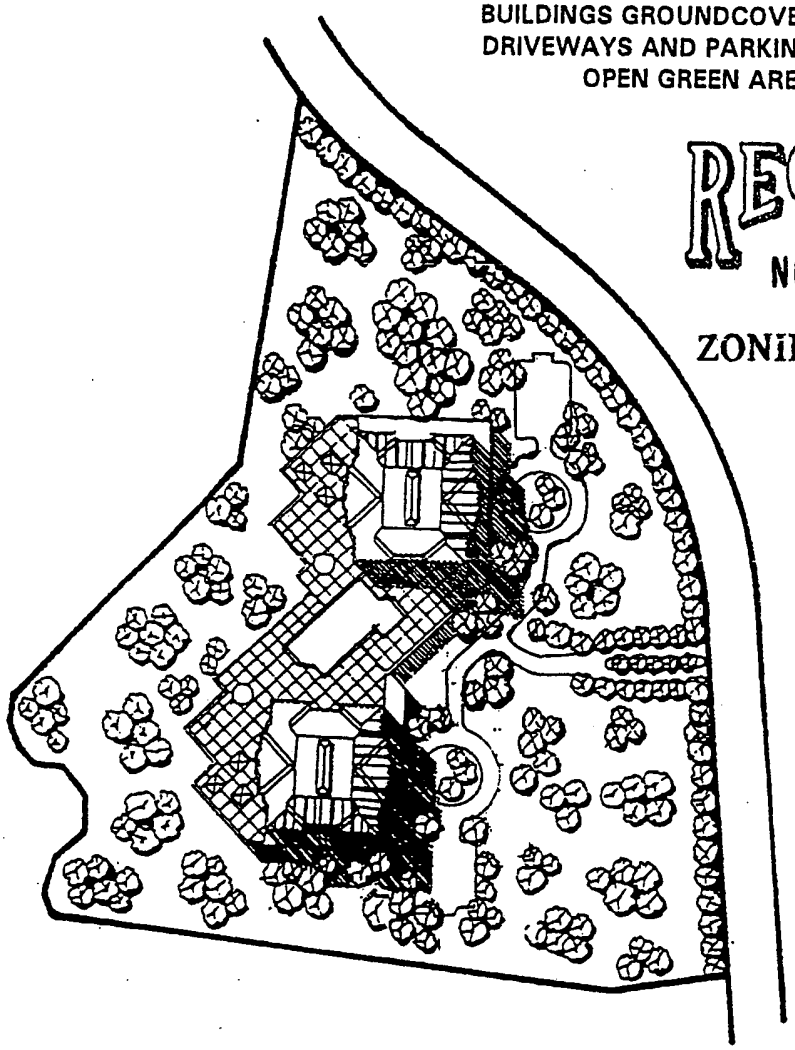
Estero Pointe

ATLANTIC GULF COMMUNITIES

LAND DATA

PARCEL SIZE: 9	AC. =	100 %
BUILDINGS GROUNDCOVER: 2	AC. =	22.2%
DRIVEWAYS AND PARKING: 0.5	AC. =	5.6%
OPEN GREEN AREA: 6.5	AC. =	72.2%

RECEIVED
NOV 2 1 1995
ZONING COUNTER



9 AC. SITE

MULTIFAMILY - OPEN SPACE ANALYSIS
EXAMPLE 3

2 BUILDINGS - 20 STORIES EACH OVER PARKING
320 DU'S - 640 PARKING SPACES

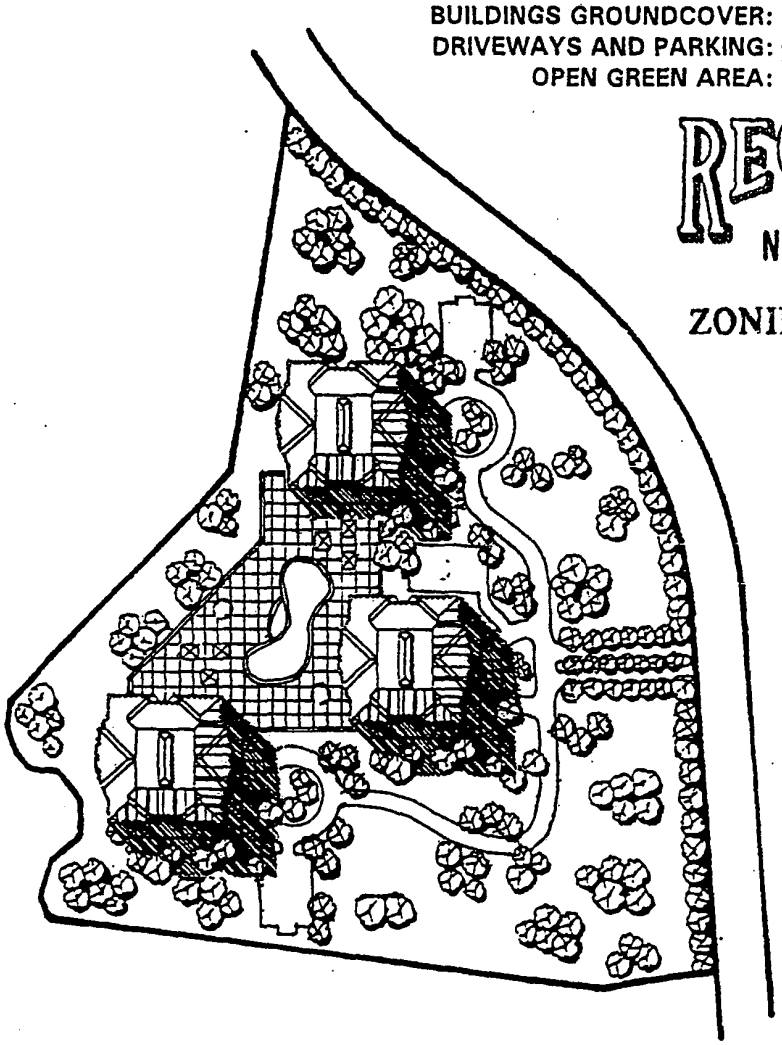
Estero Pointe

ATLANTIC GULF COMMUNITIES

LAND DATA

PARCEL SIZE: 9 AC. = 100 %
BUILDINGS GROUNDCOVER: 2.4 AC. = 26.7%
DRIVEWAYS AND PARKING: 0.95 AC. = 10.5%
OPEN GREEN AREA: 5.65 AC. = 62.8%

RECEIVED
NOV 2 1 1995
ZONING COUNTER



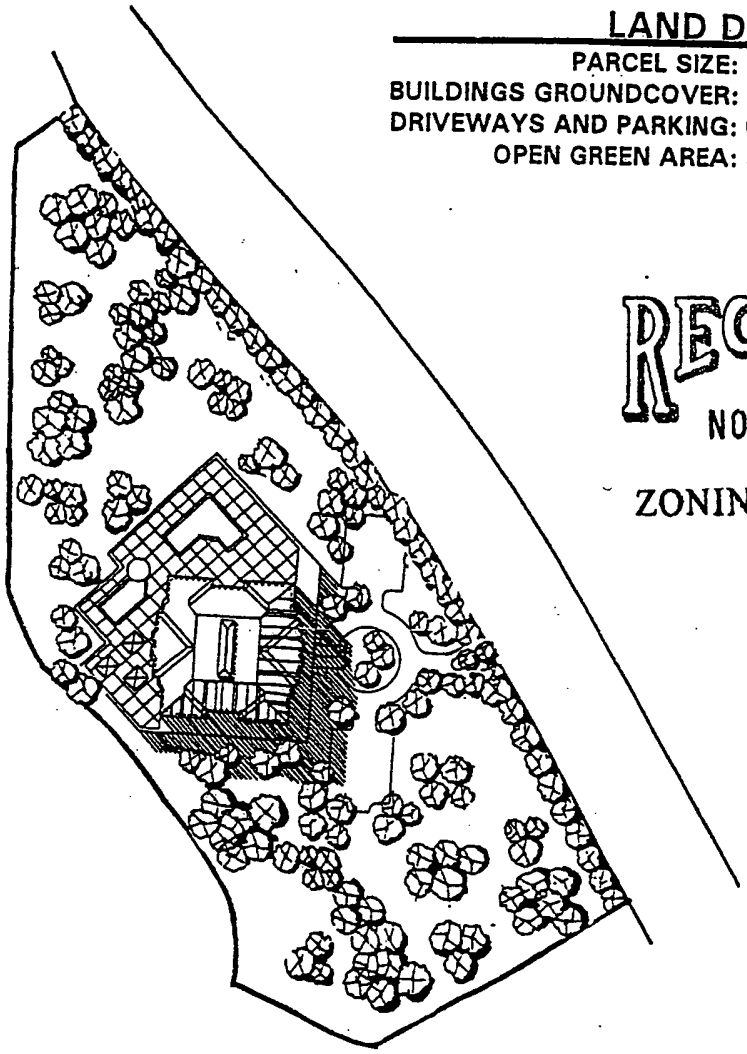
9 AC. SITE

MULTIFAMILY - OPEN SPACE ANALYSIS
EXAMPLE 4

3 BUILDINGS - 20 STORIES EACH OVER PARKING
480 DU'S - 960 PARKING SPACES

Estero Pointe

ATLANTIC GULF COMMUNITIES



LAND DATA

PARCEL SIZE: 6.9 AC.	= 100	%
BUILDINGS GROUNDCOVER: 1.05 AC.	= 15.2%	
DRIVEWAYS AND PARKING: 0.37 AC.	= 5.4%	
OPEN GREEN AREA: 5.48 AC.	= 79.4%	

RECEIVED
NOV 2 1 1995
ZONING COUNTER

6.9 AC SITE

MULTIFAMILY - OPEN SPACE ANALYSIS
EXAMPLE 5

1 BUILDING - 20 STORIES OVER PARKING
160 DU'S - 320 PARKING SPACES

Estero Pointe

ATLANTIC GULF COMMUNITIES



LAND DATA

PARCEL SIZE: 6.9 AC. = 100 %
BUILDINGS GROUNDCOVER: 1.6 AC. = 23.2%
DRIVEWAYS AND PARKING: 0.6 AC. = 8.7%
OPEN GREEN AREA: 4.7 AC. = 68.1%

RECEIVED
NOV 2 1 1995
ZONING COUNTER

6.9 AC SITE

MULTIFAMILY - OPEN SPACE ANALYSIS
EXAMPLE 6

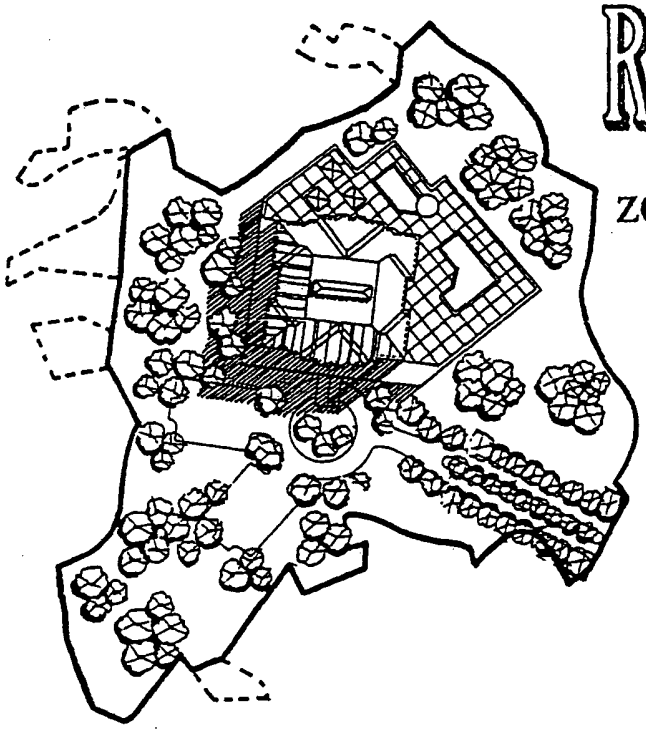
2 BUILDINGS - 20 STORIES EACH OVER PARKING
320 DU'S - 640 PARKING SPACES

Estero Pointe

ATLANTIC GULF COMMUNITIES

LAND DATA

PARCEL SIZE: 5	AC. =	100	%
BUILDINGS GROUNDCOVER: 1.05	AC. =	21	%
DRIVEWAYS AND PARKING: 0.49	AC. =	9.8	%
OPEN GREEN AREA: 3.46	AC. =	69.2	%



RECEIVED
NOV 2 1 1995
ZONING COUNTER

5 AC SITE

MULTIFAMILY - OPEN SPACE ANALYSIS
EXAMPLE 7

1 BUILDING - 20 STORIES OVER PARKING
160 DU'S - 320 PARKING SPACES

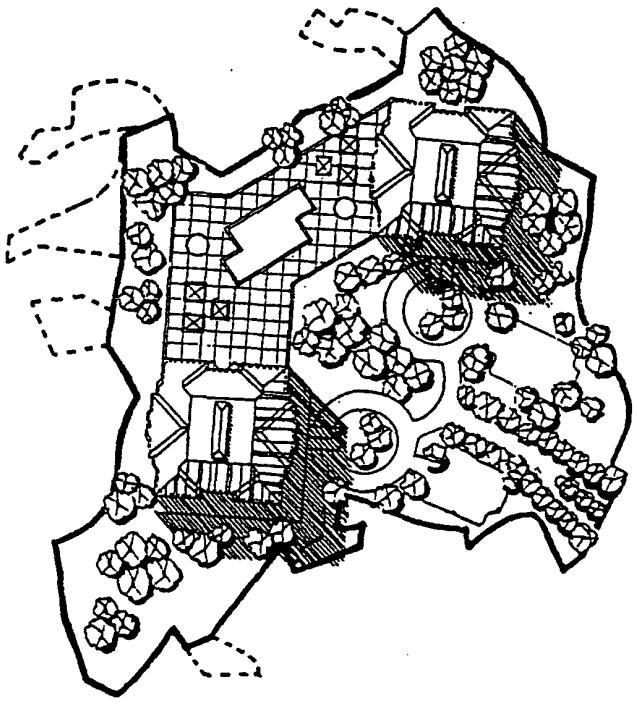
Estero Pointe

ATLANTIC GULF COMMUNITIES

LAND DATA

PARCEL SIZE: 5 AC. = 100 %
BUILDINGS GROUNDCOVER: 1.65 AC. = 33 %
DRIVEWAYS AND PARKING: 0.55 AC. = 11 %
OPEN GREEN AREA: 2.80 AC. = 56 %

RECEIVED
NOV 2 1 1995
ZONING COUNTER



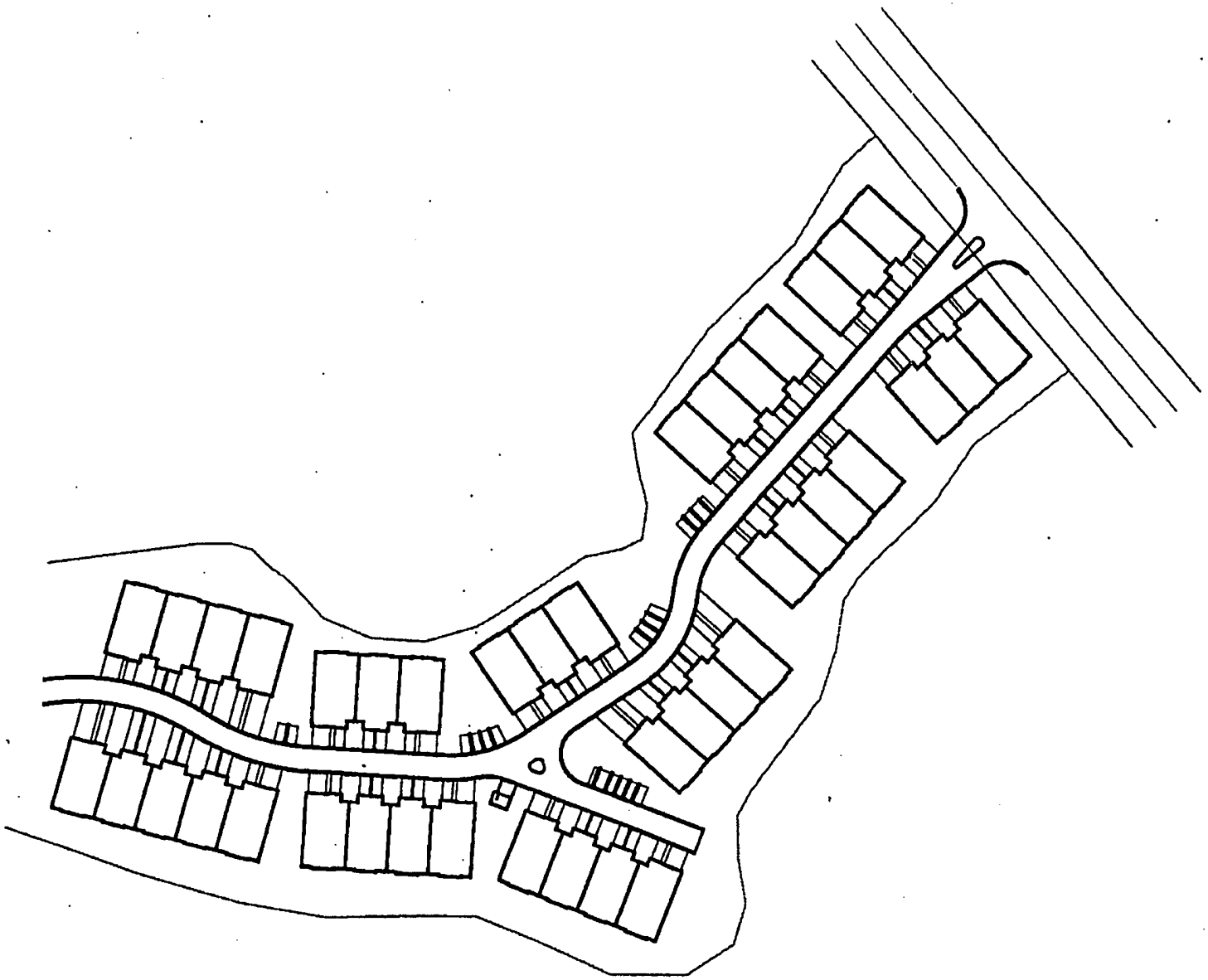
5 AC SITE

MULTIFAMILY - OPEN SPACE ANALYSIS
EXAMPLE 8

2 BUILDINGS - 20 STORIES EACH OVER PARKING
320 DU'S - 640 PARKING SPACES

Estero Pointe

ATLANTIC GULF COMMUNITIES



DEVIATION D-10

PROPERTY DEVELOPMENT REGULATIONS
for
ESTERO POINTE RPD (D-11)

	Minimum Lot			Minimum Setback								
	Area (s.f.)	Depth (feet)	Width (feet)	Side (feet)	Rear (feet)	Road (feet)	Water Body (feet)	Maximum Height (feet)	Number of Habitable Floors	Minimum Building Separation (feet)	Subdivision	Condominium
RESIDENTIAL												
Mid-Level	7,500	100	75	7.5	15	20	20	45	3	15	YES	YES
Courtyard	5,500	100	55	5	10	20	20	45	3	10	YES	YES
Estates	10,000	100	100	15	20	20	20	45	3	30	YES	YES
Semi-Detached 1st Side 2nd Side	5,000	100	50	 0 7.5	15	20	20	45	3	15	YES	YES
Zero Lot Line 1st Side 2nd Side	4,500	80	45	 0 4	15	15	20	45	3	4	YES	YES
Carriage/Townhouse 1st Side 2nd Side	2,800	80	35	 0 0 or 10	20	20	20	45	3	** Complex Separation: 20	YES	YES
MULTI-FAMILY												
Ground Level	10,000	100	100		20	20	25	45	3	20		YES
Mid-Rise	10,000	100	100		20	20	25	75	10	20		YES
High-Rise	10,000	100	100		20	20	25	—	20*	40		YES
CLUBHOUSE AREA	40,000	200	200	15	20	20	20	45	2	15	YES	YES
PRACTICE COMPLEX	40,000	200	200	15	20	20	20	45	2	15	YES	YES

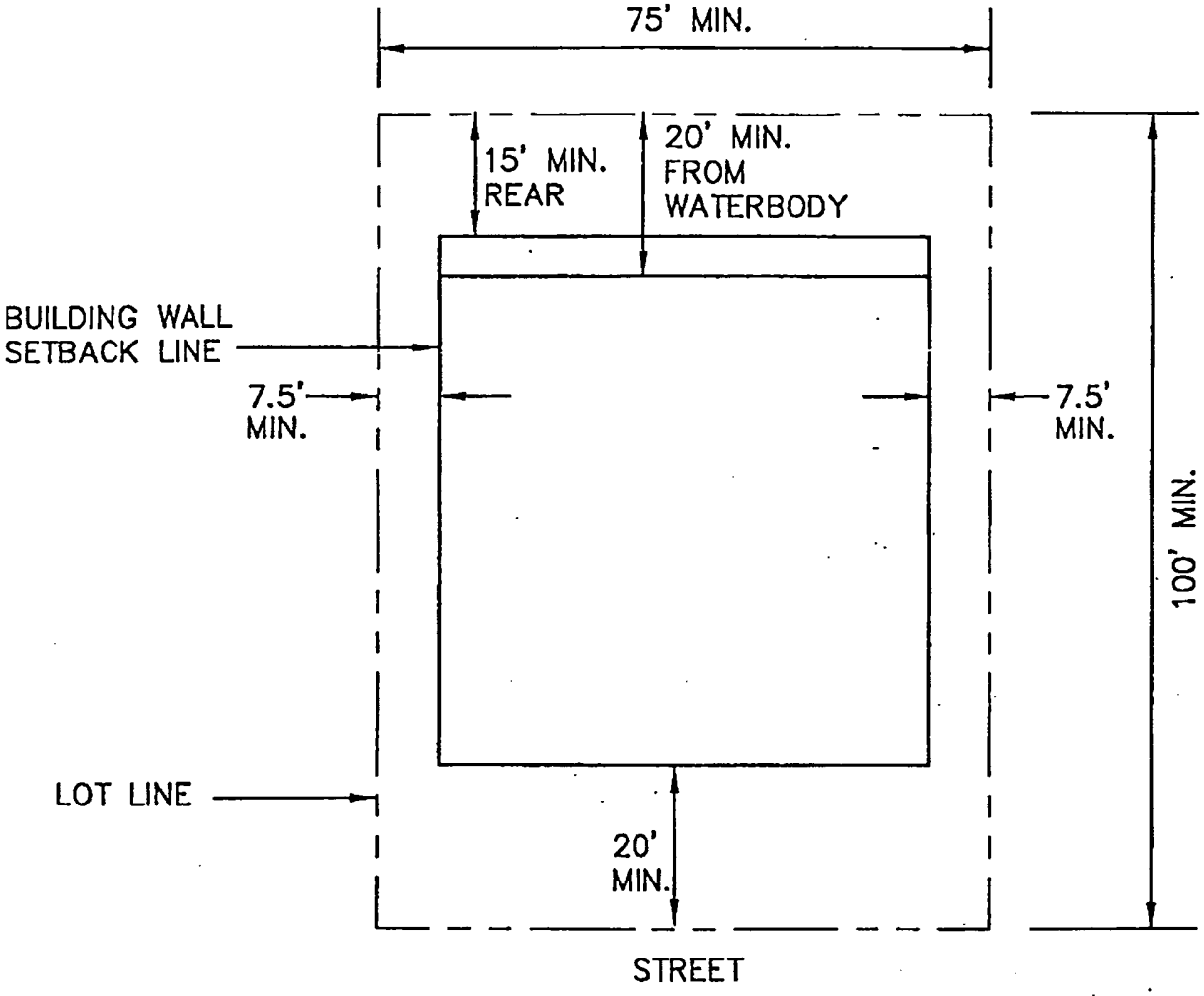
All Housing Types (see Typicals)
See LDC Sections 34-1174, 34-1176, 34-2191 and 34-2194
for accessory structure setbacks
Setbacks to Estero River 25 feet

*20 Stories over parking. All buildings over 45 feet shall provide one half foot setback from Estero Pointe perimeter property line for every foot of elevation over 45 feet.

A maximum of two (2) high-rise buildings may be located within each of the multi-family Pods 3, 4 & 5. However, more than two (2) mid-rise or ground level buildings can be clustered in multi-family Pods 2, 3, 4 &5 with the entire project having a maximum of six (6) high-rise buildings.

** Maximum number of attached units: 6

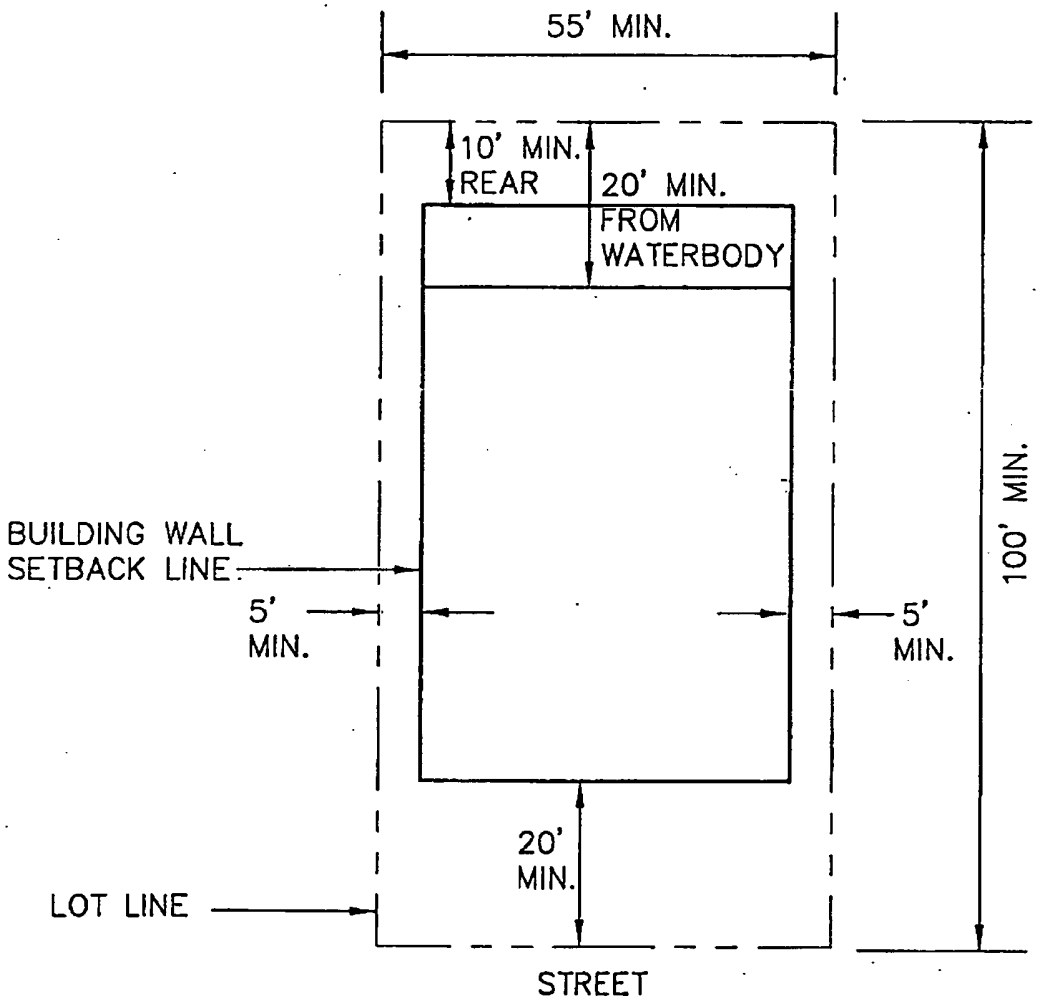
kks/Revised: August 8, 1995



SINGLE–FAMILY

MID–LEVEL

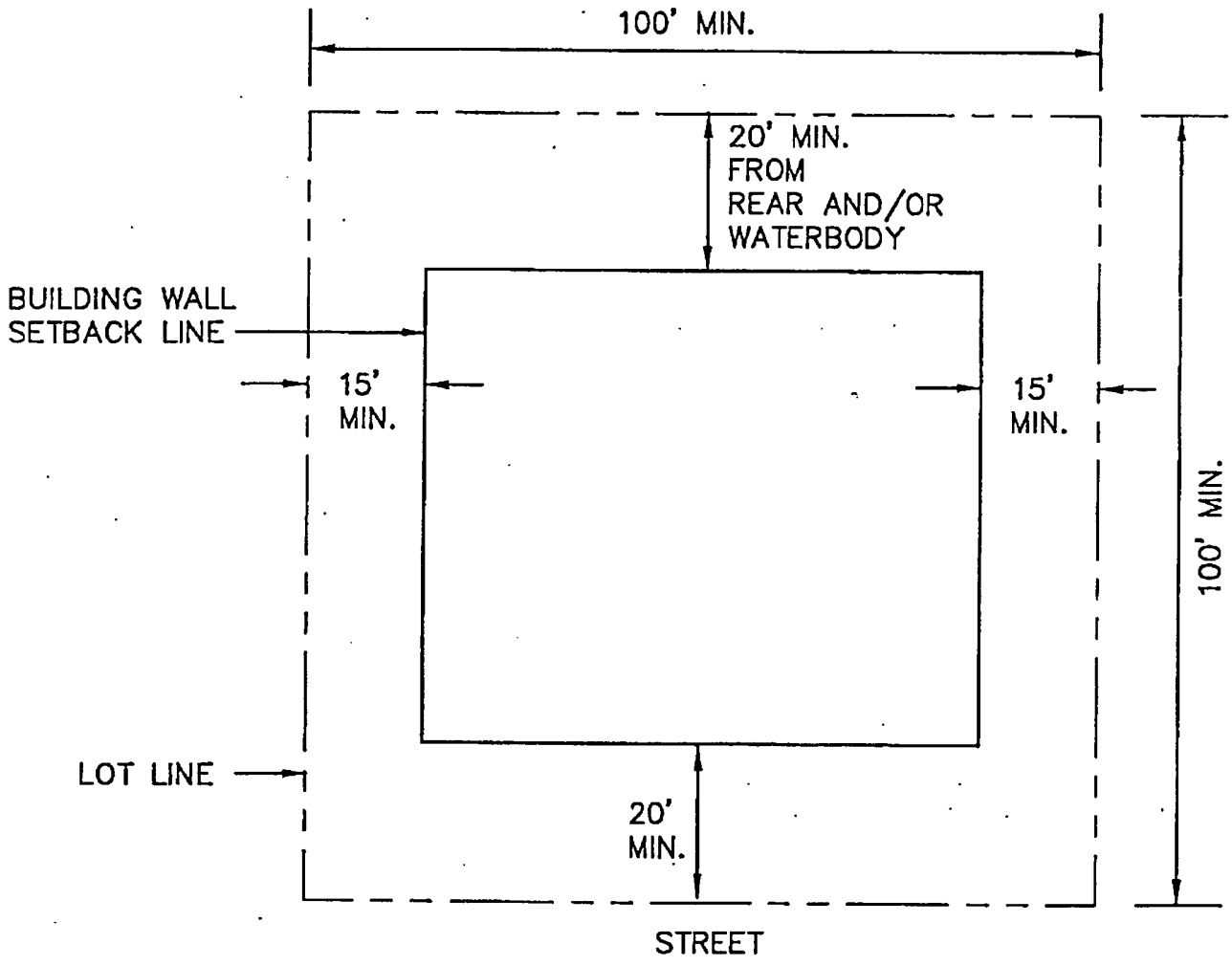
MINIMUM LOT AREA
7,500 S.F. MIN.



SINGLE–FAMILY

COURTYARD

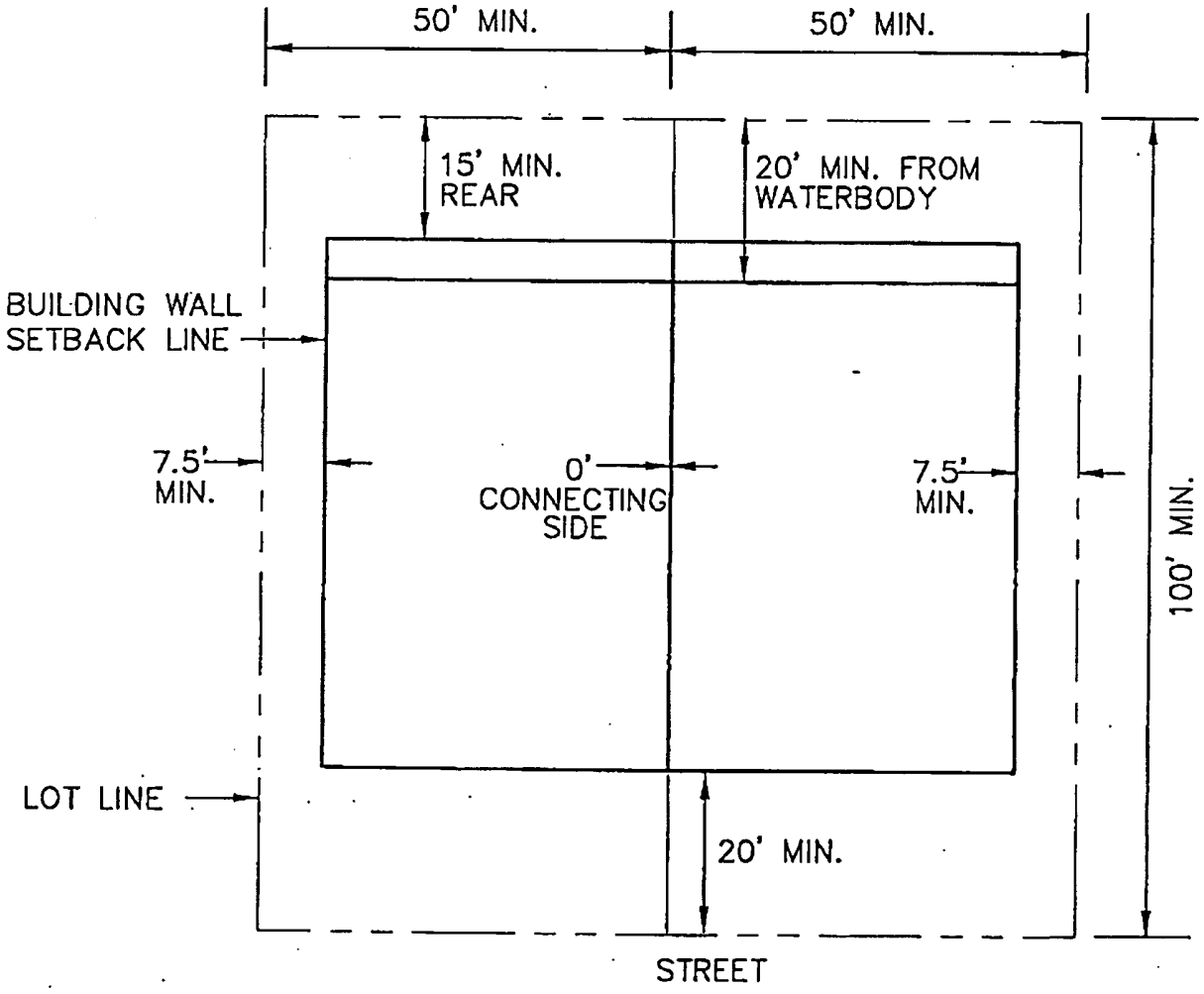
MINIMUM LOT AREA
5,550 S.F. MIN.



SINGLE–FAMILY

ESTATES

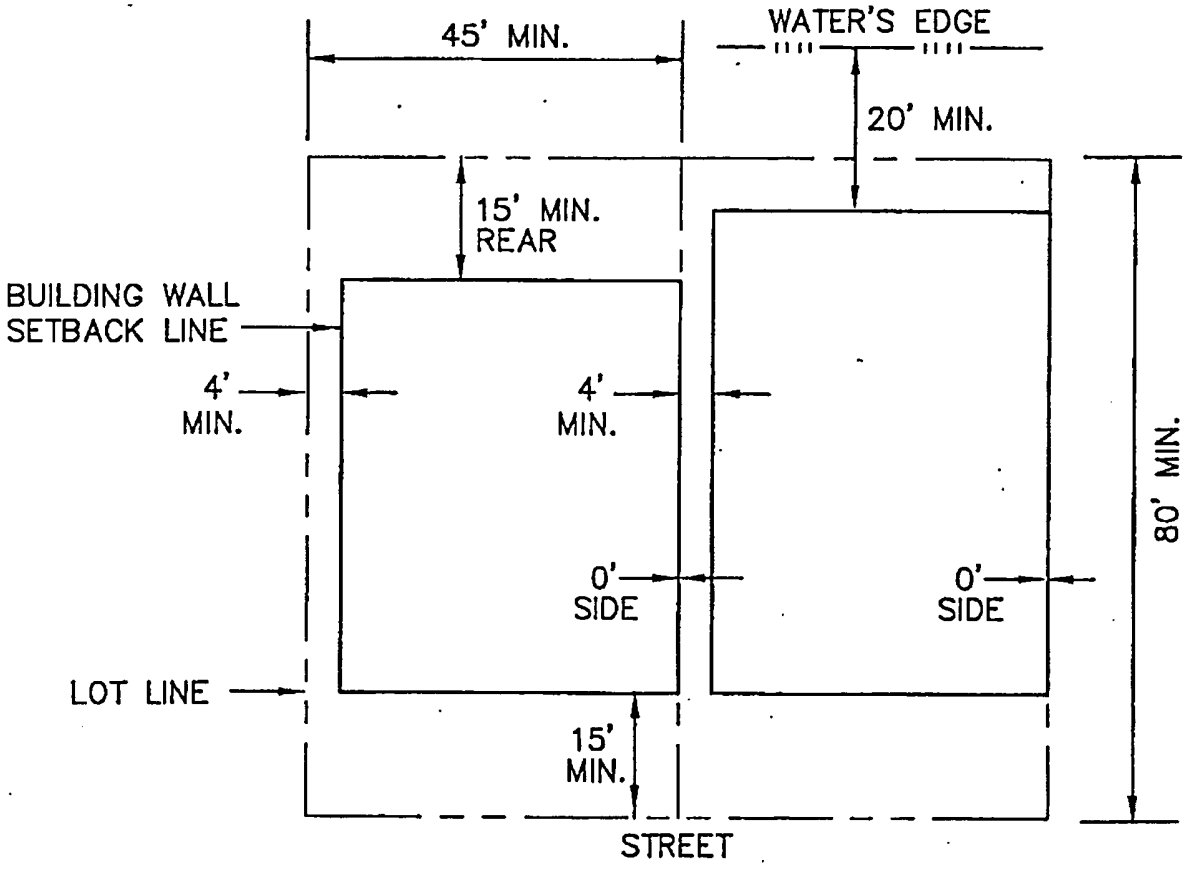
MINIMUM LOT AREA
10,000 S.F. MIN.



SINGLE-FAMILY

SEMI-DETACHED

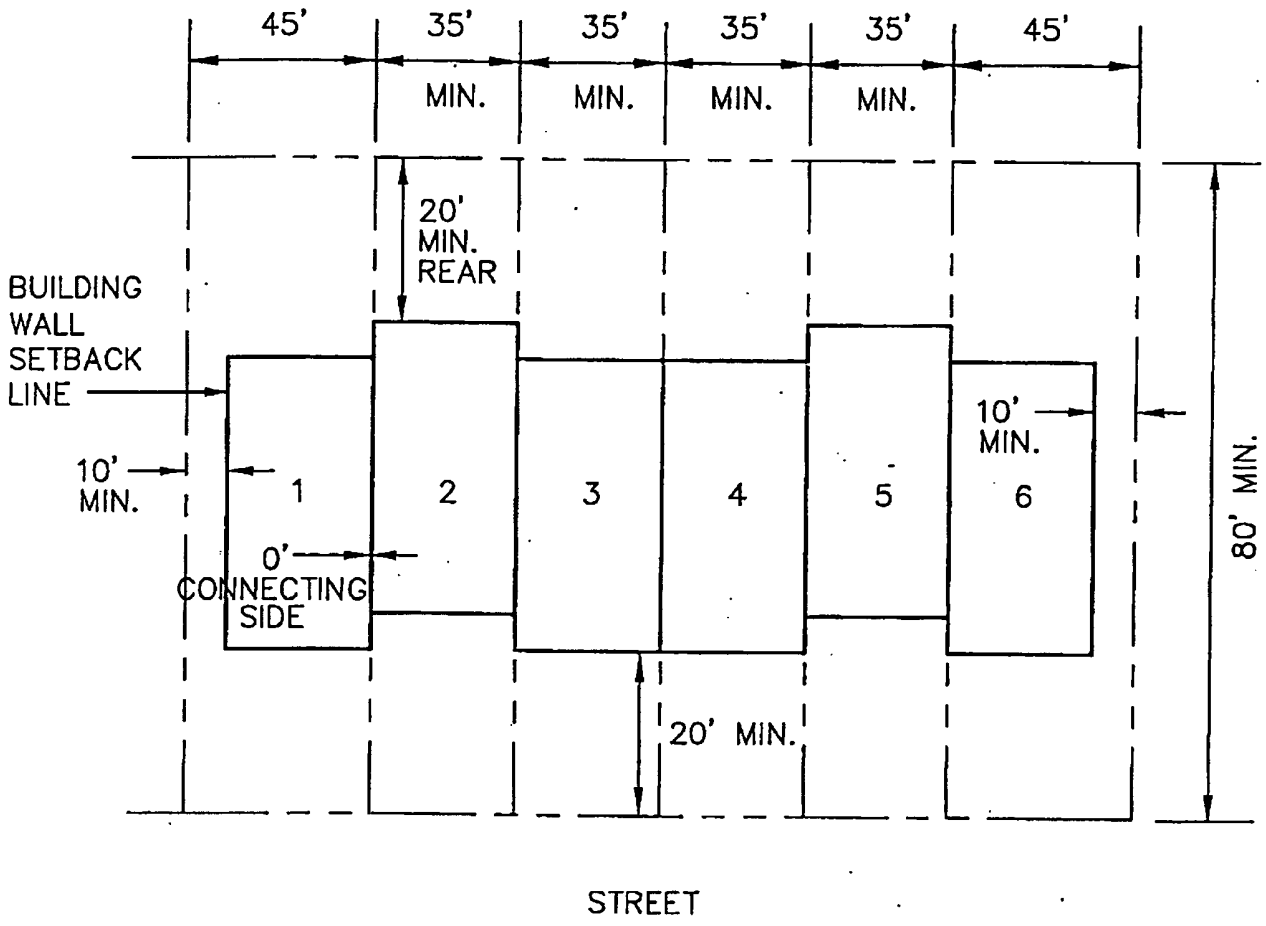
MINIMUM LOT AREA
5,000 S.F. MIN.



SINGLE–FAMILY

ZERO LOTLINE

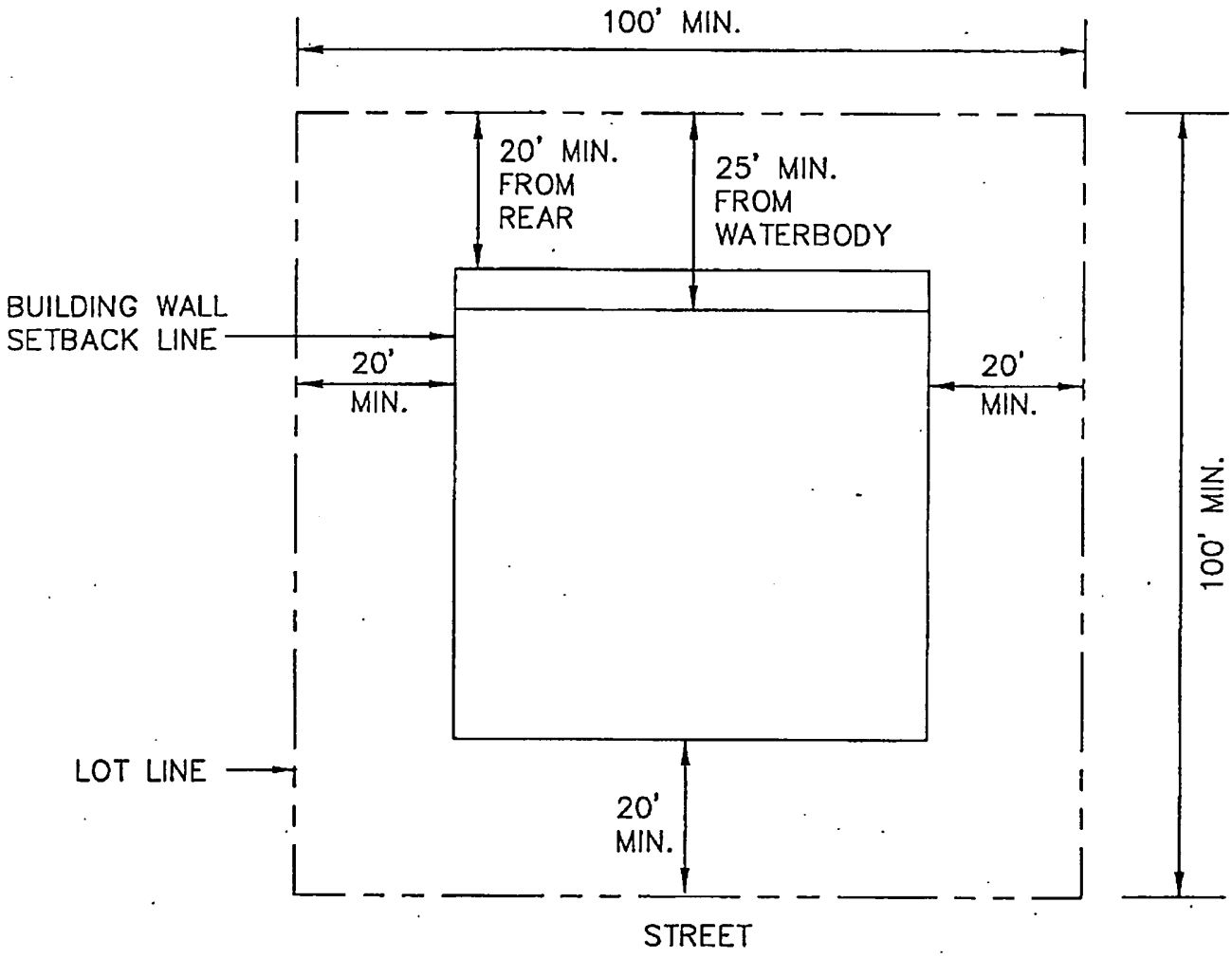
MINIMUM LOT AREA
4,500 S.F. MIN.



RESIDENTIAL

CARRIAGE/TOWNHOUSE

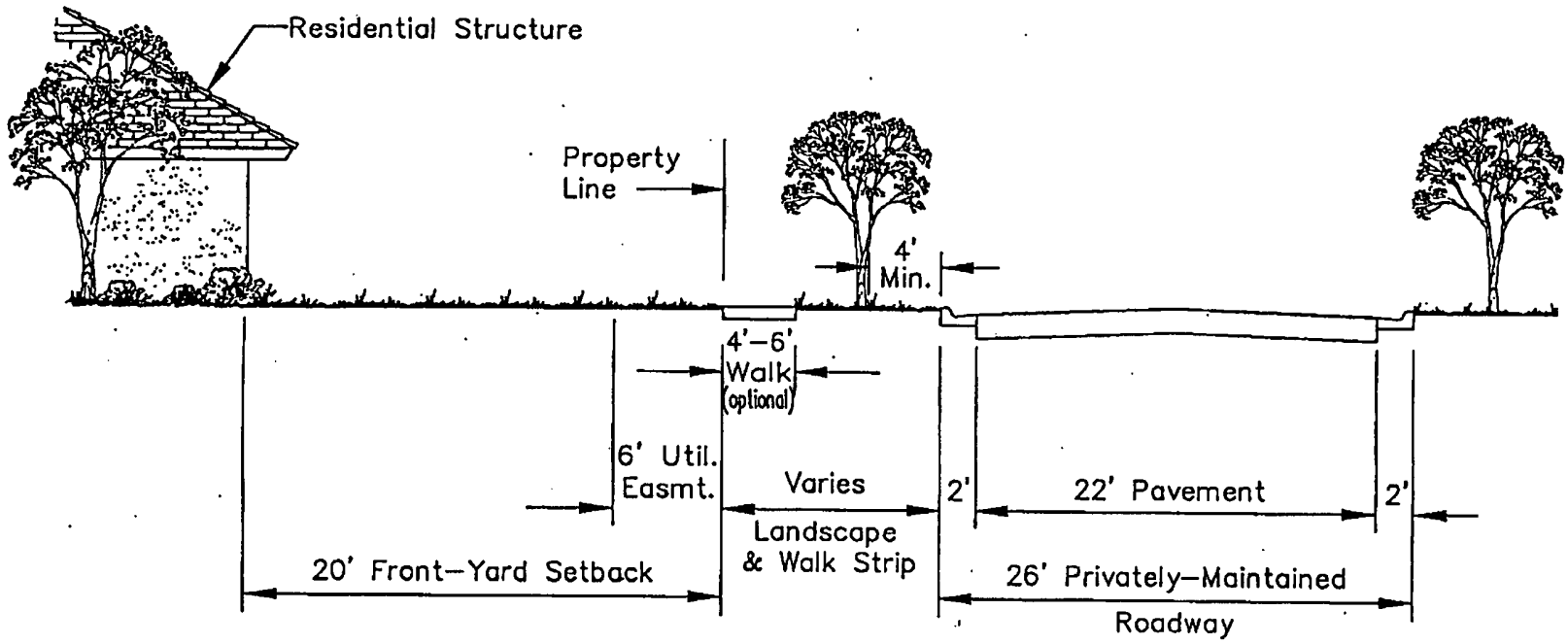
MINIMUM LOT AREA
2,800 S.F. MIN.



MULTI–FAMILY

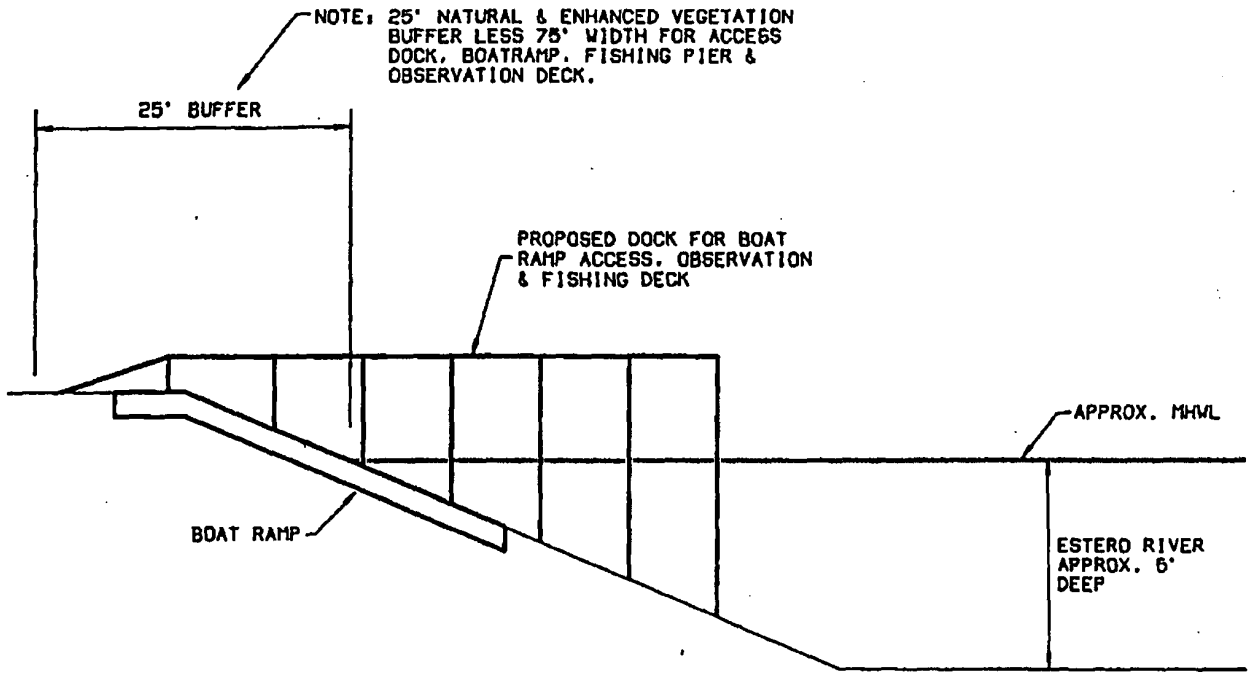
MINIMUM LOT AREA
10,000 S.F. MIN.

20520M04.DWG



Estero Pointe

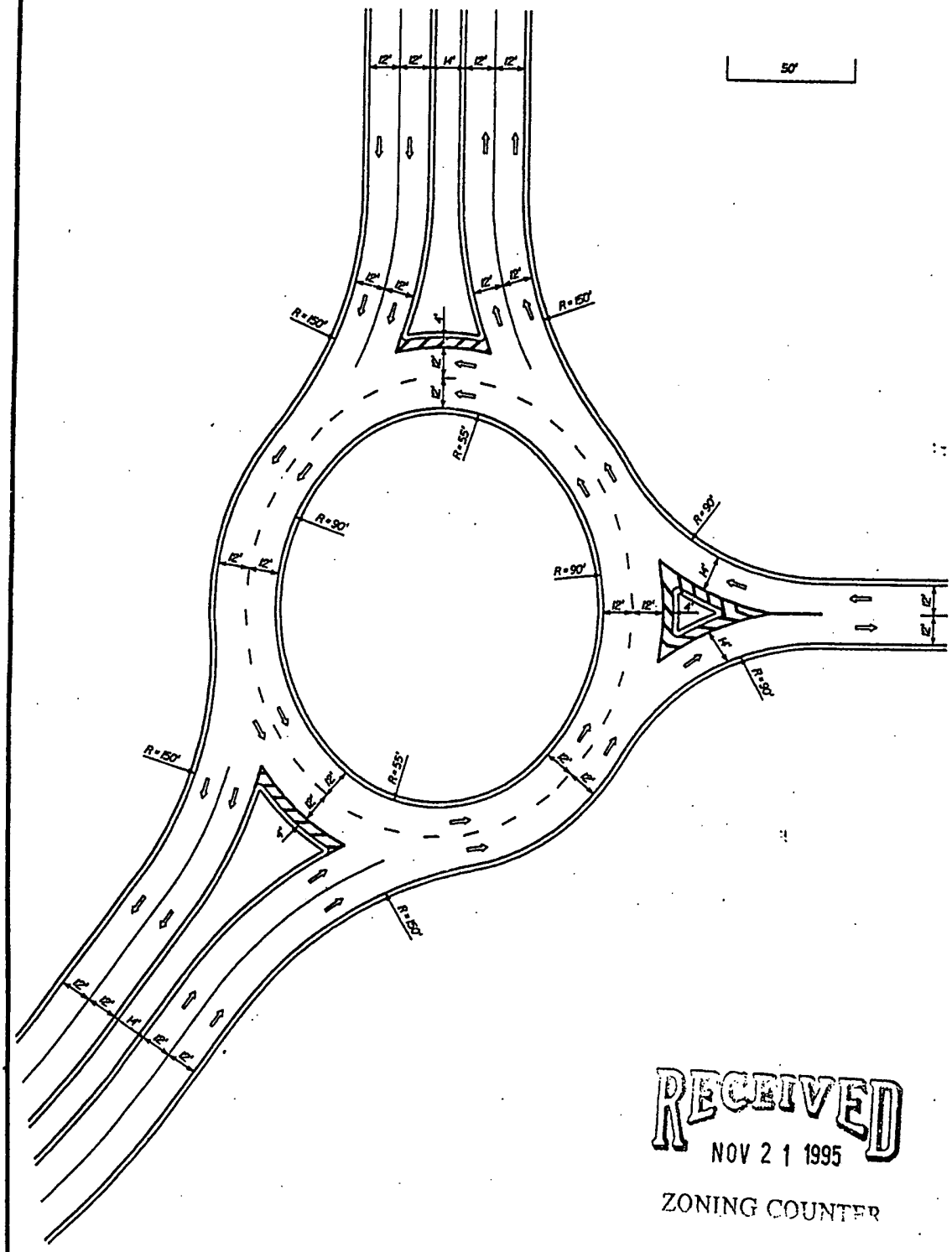
TYPICAL 26' PRIVATELY MAINTAINED ROADWAY



BOAT/PIER SECTION

DEVIATION D-12

N.T.S.



RECEIVED
NOV 2 1 1995
ZONING COUNTER

MODIFIED ROUNDABOUT
FOR
ESTERO POINTE RPD

SEC. 12, TWP. 39 E., RGE. 24 S.
LEE COUNTY, FLORIDA

120831

MODIFIED ROUNDABOUT.DWG

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

ENVIRONMENTAL RESOURCE PERMIT NO. 36-03098-P

Form #0145
Rev 08/95

DATE ISSUED: FEBRUARY 13, 1997

PERMITTEE: ATLANTIC GULF COMMUNITITES CORPORATION
(ESTERO POINTE)
2601 S BAYSHORE DRIVE.
MIAMI , FL 33133

PROJECT DESCRIPTION: CONCEPTUAL APPROVAL FOR A SURFACE WATER MANAGEMENT SYSTEM TO SERVE AN 866.43 ACRE PROJECT CONTAINING A 446.78 ACRE RESIDENTIAL / GOLF COURSE DEVELOPMENT AND A 416.36 ACRE MITIGATION AREA DISCHARGING TO HALFWAY CREEK AND SALTWATER WETLANDS ASSOCIATED WITH ESTERO BAY. IN ADDITION, CONSTRUCTION AND OPERATION FOR 579.88 ACRES OF THE 866.43 ACRE PROJECT IS REQUESTED.

PROJECT LOCATION: LEE COUNTY . SECTION: 29,30,31 ,32 TWP: 46S RGE: 25E
SECTION: 5,6 TWP: 47S RGE: 25E

This Permit is issued pursuant to Application No. 950718-1 , dated July 10, 1995. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, operation, maintenance or use of activities authorized by this Permit. This Permit is issued under the provisions of Chapter 373 , Part IV Florida Statutes(F.S), and the Operating Agreement Concerning Regulation Under Part IV , Chapter 373 F.S. between South Florida Water Management District and the Department of Environmental Protection. Issuance of this Permit constitutes certification of compliance with state water quality standards where neccessary pursuant to Section 401, Public Law 92-500, 33 USC Section 1341 , unless this Permit is issued pursuant to the net improvement provisions of Subsections 373.414(1)(b), F.S., or as otherwise stated herein.

This Permit may be transferred pursuant to the appropriate provisions of Chapter 373, F.S, and Sections 40E-1.6107(1) and (2), and 40E-4.351(1),(2),and (4), Florida Administrative Code (F.A.C).

This Permit may be revoked, suspended, or modified at any time pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.351(1), (2), and (4), F.A.C.

This Permit shall be subject to the General Co. ions set forth in Rule 40E-4.381,F.A.C., unless waived or modified by Governing Board. The Application, and the Surface Wate. anagement Staff Review Summary of the Application, including all conditions, and all plans and specifications incorporated . eference, are a part of this Permit. All activities authorized by this Permit shall be implemented as set forth in the plans , specifications, and performance criteria as set forth and incorporated in the Surface Water Management Staff Review Summary. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual, pursuant to the appropriate provisions of Chapter 373 , F.S., and Sections 40E-4.361 and 40E-4.381, F.A.C.

In the event the property is sold or otherwise conveyed, the Permittee will remain liable for compliance with this Permit until transfer is approved by the District pursuant to Rule 40E-1.6107, F.A.C.

SPECIAL AND GENERAL CONDITIONS ARE AS FOLLOWS:
SEE PAGES 2-9 OF 12 - 40 SPECIAL CONDITIONS.
SEE PAGES 10-12 OF 12 - 18 GENERAL CONDITIONS.

FILED WITH THE CLERK OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT

ON Original signed by

BY Vern Kaiser
DEPUTY CLERK

SOUTH FLORIDA WATER MANAGEMENT DISTRICT BY ITS, GOVERNING BOARD

By Original signed by TONY BURNS
ASSISTANT SECRETARY

SPECIAL CONDITIONS

1. MINIMUM BUILDING FLOOR ELEVATION: BASIN: 1 - 11.00 FEET NGVD.
BASIN: 2 - 11.00 FEET NGVD.
BASIN: 2A - 12.00 FEET NGVD.
BASIN: 3 - 11.00 FEET NGVD.
BASIN: 4 - 11.00 FEET NGVD.
BASIN: 4A - 13.00 FEET NGVD.
BASIN: 5 - 12.00 FEET NGVD.
BASIN: 5A - 11.00 FEET NGVD.
BASIN: 6 - 11.00 FEET NGVD.
BASIN: 7 - 11.00 FEET NGVD.
BASIN: 8 - 11.00 FEET NGVD.
BASIN: 9 - 11.00 FEET NGVD.
BASIN: 10 - 11.00 FEET NGVD.
BASIN: 11 - 11.00 FEET NGVD.
BASIN: 12 - 11.00 FEET NGVD.

2. MINIMUM ROAD CROWN ELEVATION: BASIN: 1 - 5.50 FEET NGVD.
BASIN: 2 - 6.00 FEET NGVD.
BASIN: 2A - 8.20 FEET NGVD.
BASIN: 3 - 5.50 FEET NGVD.
BASIN: 4 - 6.00 FEET NGVD.
BASIN: 4A - 9.50 FEET NGVD.
BASIN: 5 - 7.20 FEET NGVD.
BASIN: 5A - 5.50 FEET NGVD.
BASIN: 6 - 6.00 FEET NGVD.
BASIN: 7 - 10.50 FEET NGVD.
BASIN: 8 - 9.10 FEET NGVD.
BASIN: 9 - 8.00 FEET NGVD.
BASIN: 10 - 8.00 FEET NGVD.
BASIN: 11 - 8.00 FEET NGVD.
BASIN: 12 - 5.50 FEET NGVD.

3. MINIMUM PARKING LOT ELEVATION: BASIN: 1 - 5.50 FEET NGVD.
BASIN: 2 - 6.00 FEET NGVD.
BASIN: 2A - 8.20 FEET NGVD.
BASIN: 3 - 5.50 FEET NGVD.
BASIN: 4 - 6.00 FEET NGVD.
BASIN: 4A - 9.50 FEET NGVD.
BASIN: 5 - 7.20 FEET NGVD.
BASIN: 5A - 5.50 FEET NGVD.
BASIN: 6 - 6.00 FEET NGVD.
BASIN: 7 - 10.50 FEET NGVD.
BASIN: 8 - 8.40 FEET NGVD.
BASIN: 9 - 8.00 FEET NGVD.
BASIN: 10 - 8.00 FEET NGVD.
BASIN: 11 - 8.00 FEET NGVD.
BASIN: 12 - 5.50 FEET NGVD.

4. DISCHARGE FACILITIES:

BASIN: 1:

1-3.5' WIDE RECTANGULAR NOTCH WEIR WITH CREST AT ELEV. 4.94' NGVD.
1-.58' DIA. CIRCULAR ORIFICE WITH INVERT AT ELEV. 3.5' NGVD.

40 LF OF 3' DIA. RCP CULVERT.

RECEIVING BODY : SALTWATER WETLAND

CONTROL ELEV : 3.5 FEET NGVD. /3.5 FEET NGVD DRY SEASON.

BASIN: 2:

1-9' WIDE RECTANGULAR NOTCH WEIR WITH CREST AT ELEV. 5.5' NGVD.
1-.5' DIA. CIRCULAR ORIFICE WITH INVERT AT ELEV. 4' NGVD.
40 LF OF 3' DIA. RCP CULVERT.

RECEIVING BODY : SALTWATER WETLAND

CONTROL ELEV : 4 FEET NGVD. /4 FEET NGVD DRY SEASON.

BASIN: 2A:

1-1.9' WIDE RECTANGULAR NOTCH WEIR WITH CREST AT ELEV. 7.8' NGVD.
775 LF OF 3' DIA. RCP CULVERT.

RECEIVING BODY : LAKE L2-1

CONTROL ELEV : 6.5 FEET NGVD. /6.5 FEET NGVD DRY SEASON.

BASIN: 3:

1-2.2' WIDE RECTANGULAR NOTCH WEIR WITH CREST AT ELEV. 4.3' NGVD.
1-.42' DIA. CIRCULAR ORIFICE WITH INVERT AT ELEV. 3.5' NGVD.
40 LF OF 3' DIA. RCP CULVERT.

RECEIVING BODY : SALTWATER WETLAND

CONTROL ELEV : 3.5 FEET NGVD. /3.5 FEET NGVD DRY SEASON.

BASIN: 4:

1-3.9' WIDE RECTANGULAR NOTCH WEIR WITH CREST AT ELEV. 5.7' NGVD.
1-.42' DIA. CIRCULAR ORIFICE WITH INVERT AT ELEV. 4' NGVD.
40 LF OF 3' DIA. RCP CULVERT.

RECEIVING BODY : SALTWATER WETLAND

CONTROL ELEV : 4 FEET NGVD. /4 FEET NGVD DRY SEASON.

BASIN: 4A:

1-3.5' WIDE RECTANGULAR NOTCH WEIR WITH CREST AT ELEV. 9.2' NGVD.
1-.25' DIA. CIRCULAR ORIFICE WITH INVERT AT ELEV. 7.5' NGVD.
1100 LF OF 3' DIA. RCP CULVERT.

RECEIVING BODY : LAKE L4-1

CONTROL ELEV : 7.5 FEET NGVD. /7.5 FEET NGVD DRY SEASON.

BASIN: 5:

5. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION, SHOALING OR WATER QUALITY PROBLEMS THAT RESULT FROM THE CONSTRUCTION OR OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM.

6. MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO INSURE THAT SEDIMENTATION AND/OR TURBIDITY PROBLEMS ARE NOT CREATED IN THE RECEIVING WATER.

7. THE DISTRICT RESERVES THE RIGHT TO REQUIRE THAT ADDITIONAL WATER QUALITY TREATMENT METHODS BE INCORPORATED INTO THE DRAINAGE SYSTEM IF SUCH MEASURES ARE SHOWN TO BE NECESSARY.

8. LAKE SIDE SLOPES SHALL BE NO STEEPER THAN 4:1 (HORIZONTAL:VERTICAL) TO A DEPTH OF TWO FEET BELOW THE CONTROL ELEVATION. SIDE SLOPES SHALL BE NURTURED OR PLANTED FROM 2 FEET BELOW TO 1 FOOT ABOVE CONTROL ELEVATION TO INSURE VEGETATIVE GROWTH.

9. FACILITIES OTHER THAN THOSE STATED HEREIN SHALL NOT BE CONSTRUCTED WITHOUT AN APPROVED MODIFICATION OF THIS PERMIT.

10. OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM SHALL BE THE RESPONSIBILITY OF ESTERO POINTE HOMEOWNERS ASSOCIATION. THE PERMITTEE SHALL SUBMIT A COPY OF THE RECORDED DEED RESTRICTIONS (OR DECLARATION OF CONDOMINIUM, IF APPLICABLE), A COPY OF THE FILED ARTICLES OF INCORPORATION, AND A COPY OF THE CERTIFICATE OF INCORPORATION FOR THE HOMEOWNERS ASSOCIATION CONCURRENT WITH THE ENGINEERING CERTIFICATION OF CONSTRUCTION COMPLETION.

11. SILT SCREENS, HAY BALES OR OTHER SUCH SEDIMENT CONTROL MEASURES SHALL BE UTILIZED DURING CONSTRUCTION. THE SELECTED SEDIMENT CONTROL MEASURES SHALL BE INSTALLED LANDWARD OF THE UPLAND BUFFER ZONES AROUND ALL PROTECTED WETLANDS. ALL AREAS SHALL BE STABILIZED AND VEGETATED IMMEDIATELY AFTER CONSTRUCTION TO PREVENT EROSION INTO THE WETLANDS AND UPLAND BUFFER ZONES.

12. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE PERIMETER OF THE PROTECTED WETLANDS AND BUFFER ZONES SHALL BE STAKED AND ROPED TO PREVENT ENCROACHMENT INTO THE WETLANDS. THE PERMITTEE SHALL NOTIFY THE SFWMD'S ENVIRONMENTAL COMPLIANCE STAFF IN WRITING UPON COMPLETION OF ROPING AND STAKING AND SCHEDULE AN INSPECTION OF THIS WORK. THE ROPING AND STAKING SHALL BE SUBJECT TO SFWMD STAFF APPROVAL. THE PERMITTEE SHALL MODIFY THE STAKING AND ROPING IF SFWMD STAFF DETERMINES IT IS INSUFFICIENT OR IS NOT IN CONFORMANCE WITH THE INTENT OF THIS PERMIT. STAKING AND ROPING SHALL REMAIN IN PLACE UNTIL ALL ADJACENT CONSTRUCTION ACTIVITIES ARE COMPLETE.

13. THE SFWMD RESERVES THE RIGHT TO REQUIRE REMEDIAL MEASURES TO BE TAKEN BY THE PERMITTEE IF WETLAND AND/OR UPLAND MONITORING OR OTHER INFORMATION DEMONSTRATES THAT ADVERSE IMPACTS TO PROTECTED, CONSERVED, INCORPORATED OR MITIGATED WETLANDS OR UPLANDS HAVE OCCURRED DUE TO PROJECT RELATED ACTIVITIES.

14. ANY FUTURE CHANGES IN LAND USE OR TREATMENT OF WETLANDS AND/OR UPLAND BUFFER/COMPENSATION AREAS MAY REQUIRE A SURFACE WATER MANAGEMENT PERMIT MODIFICATION AND ADDITIONAL ENVIRONMENTAL REVIEW BY DISTRICT STAFF. PRIOR TO THE PERMITTEE INSTITUTING ANY FUTURE CHANGES NOT AUTHORIZED BY THIS PERMIT, THE PERMITTEE SHALL NOTIFY THE SFWMD OF SUCH INTENTIONS FOR A DETERMINATION OF ANY NECESSARY PERMIT MODIFICATIONS.

15. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE SUCCESSFUL COMPLETION OF THE MITIGATION WORK, INCLUDING THE MONITORING AND MAINTENANCE OF THE MITIGATION AREAS FOR THE DURATION OF THE PLAN. THE MITIGATION AREA(S) SHALL NOT BE TURNED OVER TO THE OPERATION ENTITY UNTIL THE MITIGATION WORK IS ACCOMPLISHED AS PERMITTED AND SFWMD STAFF HAS CONCURRED.

16. A WETLAND MITIGATION PROGRAM SHALL BE IMPLEMENTED IN ACCORDANCE WITH EXHIBIT(S) 13A - 13F, 14, & 15. THE PERMITTEE SHALL RESTORE 19.89 ACRES OF

TRANSITIONAL AREA AND 14.21 ACRES OF MIXED FOREST AND PROTECT 53.6 ACRES OF UPLAND COMPENSATION AREA(S).

17. ACTIVITIES ASSOCIATED WITH IMPLEMENTATION OF THE WETLAND MITIGATION, MONITORING AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FOLLOWING WORK SCHEDULE. ANY DEVIATION FROM THESE TIME FRAMES SHALL REQUIRE FORMAL SFWMD APPROVAL. SUCH REQUESTS MUST BE MADE IN WRITING AND SHALL INCLUDE (1) REASON FOR THE MODIFICATION; (2) PROPOSED START/FINISH DATES; AND (3) PROGRESS REPORT ON THE STATUS OF THE EXISTING MITIGATION EFFORTS.

COMPLETION DATE	ACTIVITY
AUGUST 13, 1997	SUBMIT PHASE I DRAFT CONSERVATION EASEMENT DOCUMENTS
AUGUST 30, 1997	BASELINE MONITORING REPORT
SEPTEMBER 30, 1998	PHASE I EXOTIC VEGETATION REMOVAL
OCTOBER 30, 1998	TIME ZERO MONITORING REPORT
JUNE 7, 1999	SUBMIT PHASE II DRAFT CONSERVATION EASEMENT DOCUMENTS
OCTOBER 30, 1999	FIRST MONITORING REPORT
SEPTEMBER 30, 2000	PHASE II EXOTIC VEGETATION REMOVAL
OCTOBER 30, 2000	SECOND MONITORING REPORT
SEPTEMBER 30, 2001	PHASE III EXOTIC VEGETATION REMOVAL
OCTOBER 30, 2001	THIRD MONITORING REPORT
SEPTEMBER 30, 2002	PHASE IV & V EXOTIC VEGETATION REMOVAL
OCTOBER 30, 2002	FOURTH MONITORING REPORT
OCTOBER 30, 2003	FIFTH MONITORING REPORT

18. PRIOR TO COMMENCEMENT OF CONSTRUCTION OF WETLAND MITIGATION, THE SFWMD SHALL BE NOTIFIED BY THE PERMITTEE OR AUTHORIZED AGENT (VIA THE SUPPLIED MITIGATION COMMENCEMENT NOTICE) OF THE ACTUAL OR ANTICIPATED MITIGATION CONSTRUCTION START DATE AND THE EXPECTED COMPLETION DATE/DURATION.

19. ENDANGERED SPECIES, THREATENED SPECIES, OR SPECIES OF SPECIAL CONCERN HAVE BEEN OBSERVED ONSITE AND/OR THE PROJECT CONTAINS SUITABLE HABITAT FOR THESE SPECIES. IT SHALL BE THE PERMITTEE'S RESPONSIBILITY TO COORDINATE WITH THE FLORIDA GAME AND FRESH WATER FISH COMMISSION AND/OR U.S. FISH AND WILDLIFE SERVICE FOR APPROPRIATE GUIDANCE, RECOMMENDATIONS, AND/OR NECESSARY PERMITS TO AVOID IMPACTS TO LISTED SPECIES.

20. THE PERMITTEE SHALL COMPLY WITH THE FOLLOWING MANATEE PROTECTION CONSTRUCTION CONDITIONS:

A) THE PERMITTEE SHALL INSTRUCT ALL PERSONNEL ASSOCIATED WITH THE PROJECT OF THE POTENTIAL PRESENCE OF MANATEES AND THE NEED TO AVOID COLLISION WITH MANATEES. ALL CONSTRUCTION PERSONNEL ARE RESPONSIBLE FOR OBSERVING WATER-RELATED ACTIVITIES FOR THE PRESENCE OF MANATEE(S).

B) THE PERMITTEE SHALL ADVISE ALL CONSTRUCTION PERSONNEL THAT THERE ARE CIVIL AND CRIMINAL PENALTIES FOR HARMING, HARASSING, OR KILLING MANATEES WHICH ARE PROTECTED UNDER THE MARINE MAMMAL PROTECTION ACT OF 1972, THE ENDANGERED SPECIES ACT OF 1973, AND THE FLORIDA MANATEE SANCTUARY ACT.

C) SILTATION BARRIERS SHALL BE MADE OF MATERIAL IN WHICH MANATEES CANNOT BECOME ENTANGLED, ARE PROPERLY SECURED, AND ARE REGULARLY MONITORED TO AVOID MANATEE ENTRAPMENT. BARRIERS MUST NOT BLOCK MANATEE ENTRY TO OR EXIT FROM ESSENTIAL HABITAT.

D) ALL VESSELS ASSOCIATED WITH THE CONSTRUCTION PROJECT SHALL OPERATE AT "NO WAKE/IDLE" SPEEDS AT ALL TIMES WHILE IN THE CONSTRUCTION AREA AND WHILE IN WATER WHERE THE DRAFT OF THE VESSEL PROVIDES LESS THAN FOUR-FEET CLEARANCE FROM THE BOTTOM. ALL VESSELS WILL FOLLOW ROUTES OF DEEP WATER WHENEVER

POSSIBLE.

E) IF MANATEES OR SEA TURTLES ARE SEEN WITHIN 100 YARDS OF THE ACTIVE DAILY CONSTRUCTION/DREDGING OPERATION OR VESSEL MOVEMENT, ALL APPROPRIATE PRECAUTIONS SHALL BE IMPLEMENTED TO ENSURE PROTECTION OF THE MANATEE OR SEA TURTLE. THESE PRECAUTIONS SHALL INCLUDE THE OPERATION OF ALL MOVING EQUIPMENT NO CLOSER THAN 50 FEET OF A MANATEE OR SEA TURTLE. OPERATION OF ANY EQUIPMENT CLOSER THAN 50 FEET TO A MANATEE OR SEA TURTLE SHALL NECESSITATE IMMEDIATE SHUTDOWN OF THAT EQUIPMENT. ACTIVITIES WILL NOT RESUME UNTIL THE MANATEE OR SEA TURTLE HAS DEPARTED THE PROJECT AREA OF ITS OWN VOLITION.

F) ANY COLLISION WITH AND/OR INJURY TO A MANATEE SHALL BE REPORTED IMMEDIATELY TO THE FLORIDA MARINE PATROL AT 1-800-DIAL-FMP (1-800-342 5367). COLLISION AND/OR INJURY SHOULD ALSO BE REPORTED TO THE U.S. FISH AND WILDLIFE SERVICE IN VERO BEACH (1-407-562-3909).

G) TEMPORARY SIGNS CONCERNING MANATEES SHALL BE POSTED PRIOR TO AND DURING ALL CONSTRUCTION/DREDGING ACTIVITIES. ALL SIGNS ARE TO BE REMOVED BY THE PERMITTEE UPON COMPLETION OF THE PROJECT. A SIGN MEASURING AT LEAST THREE (3) FEET BY FOUR (4) FEET WHICH READS "CAUTION: MANATEE AREA" WILL BE POSTED IN A LOCATION PROMINENTLY VISIBLE TO WATER RELATED CONSTRUCTION CREWS. A SECOND SIGN SHOULD BE POSTED IF VESSELS ARE ASSOCIATED WITH THE CONSTRUCTION, AND SHOULD BE PLACED VISIBLE TO THE VESSEL OPERATOR. THE SECOND SIGN SHOULD BE AT LEAST 8 1/2 INCHES BY 11 INCHES AND SHOULD READ "CAUTION: MANATEE HABITAT". IDLE SPEED IS REQUIRED IF OPERATING A VESSEL IN THE CONSTRUCTION AREA. ALL EQUIPMENT MUST BE SHUTDOWN IF A MANATEE COMES WITHIN 50 FEET OF OPERATION. ANY COLLISION WITH AND/OR INJURY TO A MANATEE SHALL BE REPORTED IMMEDIATELY TO THE FLORIDA MARINE PATROL AT 1-800-DIAL-FMP (1-800-342-5367). THE U.S. FISH AND WILDLIFE SERVICE SHOULD ALSO BE CONTACTED IN VERO BEACH (1-407-562-3909)."

21. NO CONSTRUCTION ACTIVITIES SHALL TAKE PLACE WITHIN THE BALD EAGLE NEST SECONDARY PROTECTION ZONE DURING THE EAGLE NESTING SEASON FROM MAY 15 TO OCTOBER 1.

22. UPON SUBMITTAL OF A CONSTRUCTION APPLICATION FOR WORK WITHIN THE RESIDENTIAL DEVELOPMENT, THE APPLICANT SHALL SUBMIT DRAFT DEED RESTRICTIONS THAT IDENTIFY THE CONSERVATION EASEMENT LIMITS WITHIN THE RESIDENTIAL LOT LINES AND LISTS THE USE RESTRICTIONS WITHIN THOSE AREAS.

23. ADDITIONAL HISTORIC AND ARCHAEOLOGIC SURVEYS ARE REQUIRED IF FUTURE SITE PLANS INCLUDE DEVELOPMENT THAT MAY AFFECT THE RECORDED AND UNRECORDED HISTORICAL AND/OR ARCHEOLOGICAL SITES LOCATED ON THIS PROPERTY, AS SHOWN ON EXHIBIT 20.

24. THE WETLAND BOUNDARIES SHOWN ON EXHIBIT 3 ARE SUBJECT TO A MARGIN OF DEVIATION OF 45 FEET. DURING SURVEYING OF THE FIELD VERIFIED GPS WETLAND LINES, THE COORDINATE POINTS SHOWN ON EXHIBIT 3 SHALL BE ADJUSTED, WHERE NECESSARY, UP TO 45 FEET IN THE APPROPRIATE DIRECTION TO ASSURE THAT THE SURVEYED WETLAND LIMITS REPRESENT THOSE VERIFIED IN THE FIELD BY DISTRICT STAFF.

25. UPON SUBMITTAL OF A CONSTRUCTION AND OPERATION APPLICATION FOR WORK WITHIN THE RESIDENTIAL DEVELOPMENT, THE APPLICANT SHALL SUBMIT PRELIMINARY PLATS THAT SHOW TYPICAL RESIDENTIAL LOTS WITH THE DEVELOPMENT ENVELOPE CLEARLY INDICATED. SUCH DRAWINGS SHOULD STATE THAT NO CONSTRUCTION OR CLEARING IS PERMITTED WITHIN THE CONSERVATION AREAS LOCATED ON THE RESIDENTIAL LOTS.

26. (A) NO LATER THAN AUGUST 13, 1997, THE PERMITTEE SHALL SUBMIT FOR REVIEW

AND APPROVAL. TWO (2) COPIES OF THE FOLLOWING:

1. LEGAL DESCRIPTION OF PHASE 1 CONSERVATION AREA(S)
2. SIGNED DRAFT CONSERVATION EASEMENT
3. SEALED BOUNDARY SURVEY OF PHASE 1 CONSERVATION AREA(S) BY PROFESSIONAL LAND SURVEYOR
4. TITLE INSURANCE COMMITMENT FOR CONSERVATION EASEMENT NAMING DISTRICT AS BENEFICIARY USING APPROVED VALUATION
5. GIS DISK (WITH STATE PLANAR COORDINATES) IF AVAILABLE

THE ABOVE INFORMATION SHALL BE SUBMITTED TO THE NATURAL RESOURCE MANAGEMENT POST PERMIT COMPLIANCE STAFF IN THE DISTRICT SERVICE CENTER WHERE THE APPLICATION WAS SUBMITTED.

(B) THE REAL ESTATE INFORMATION REFERENCED IN PARAGRAPH (A) ABOVE SHALL BE REVIEWED BY THE DISTRICT IN ACCORDANCE WITH THE DISTRICT'S REAL ESTATE REVIEW REQUIREMENTS INCORPORATED HEREIN BY REFERENCE. THE EASEMENT SHOULD NOT BE RECORDED UNTIL SUCH APPROVAL IS RECEIVED.

(C) THE PERMITTEE SHALL RECORD A CONSERVATION EASEMENT(S) OVER THE REAL PROPERTY DESIGNATED AS CONSERVATION/PRESERVATION/MITIGATION AREA(S) ON THE ATTACHED EXHIBIT 17. THE EASEMENT SHALL BE GRANTED FREE OF ENCUMBRANCES OR INTERESTS WHICH THE DISTRICT DETERMINES ARE CONTRARY TO THE INTENT OF THE EASEMENT. THE CONSERVATION EASEMENT SHALL BE GRANTED TO THE DISTRICT USING THE APPROVED FORM ATTACHED HERETO AS EXHIBIT 16A - 16E. ANY PROPOSED MODIFICATIONS TO THE APPROVED FORM MUST RECEIVE PRIOR WRITTEN CONSENT FROM THE DISTRICT.

(D) THE PERMITTEE SHALL RECORD THE CONSERVATION EASEMENT IN THE PUBLIC RECORDS WITHIN 14 DAYS OF RECEIVING THE DISTRICT'S APPROVAL OF THE REAL ESTATE INFORMATION. UPON RECORDATION, THE PERMITTEE SHALL FORWARD THE ORIGINAL RECORDED EASEMENT, AND TITLE INSURANCE POLICY, TO THE NATURAL RESOURCE MANAGEMENT POST PERMIT COMPLIANCE STAFF IN THE DISTRICT SERVICE CENTER WHERE THE APPLICATION WAS SUBMITTED.

(E) IN THE EVENT THE CONSERVATION EASEMENT REAL ESTATE INFORMATION REVEALS ENCUMBRANCES OR INTERESTS IN THE EASEMENT WHICH THE DISTRICT DETERMINES ARE CONTRARY TO THE INTENT OF THE EASEMENT, THE PERMITTEE SHALL BE REQUIRED TO PROVIDE RELEASE OR SUBORDINATION OF SUCH ENCUMBRANCES OR INTERESTS. IF SUCH ARE NOT OBTAINED, PERMITTEE SHALL BE REQUIRED TO APPLY FOR A MODIFICATION TO THE PERMIT FOR ALTERNATIVE ACCEPTABLE MITIGATION.

(F) NO LATER THAN JUNE 7, 1999, THE PERMITTEE SHALL SUBMIT TWO COPIES OF THE ABOVE INFORMATION FOR THE PHASE 2 CONSERVATION AREA(S).

27. A WETLAND MONITORING AND MAINTENANCE PROGRAM SHALL BE IMPLEMENTED IN ACCORDANCE WITH EXHIBIT(S) 13A - 13F. THE MONITORING PROGRAM SHALL EXTEND FOR A PERIOD OF 5 YEARS WITH ANNUAL REPORTS SUBMITTED TO SFWMD STAFF. AT THE END OF TWO YEARS OF MONITORING EACH PHASE OF EXOTIC REMOVAL, NATIVE WETLAND VEGETATION SHALL REPRESENT 80% COVERAGE WITHIN THE WETLAND ENHANCEMENT AREAS. IF 80% COVERAGE OF DESIRABLE WETLAND VEGETATION IS NOT ACHIEVED WITHIN TWO YEARS OF EACH PHASE OF EXOTIC REMOVAL, THE APPLICANT SHALL SUBMIT A RESTORATION PLAN DESIGNED TO RETURN THE AREA TO A NATURAL WETLAND. IF A RESTORATION PLAN IS REQUIRED, WETLAND MONITORING OF THAT PHASE WILL BE EXTENDED.

28. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE PERIMETER OF THE PROTECTED WETLANDS AND BUFFER ZONES SHALL BE STAKED AND ROPED TO PREVENT ENCROACHMENT INTO THE WETLANDS. THE PERMITTEE SHALL NOTIFY THE SFWMD'S ENVIRONMENTAL COMPLIANCE STAFF IN WRITING UPON COMPLETION OF ROPING AND STAKING AND SHALL SCHEDULE AN INSPECTION OF THIS WORK. THE ROPING AND STAKING SHALL BE

SUBJECT TO SFWMD STAFF APPROVAL. THE PERMITTEE SHALL MODIFY THE STAKING AND ROPING IF SFWMD STAFF DETERMINES IT IS INSUFFICIENT OF IS NOT IN CONFORMANCE WITH THE INTENT OF THIS PERMIT. STAKING AND ROPING SHALL REMAIN IN PLACE UNTILL ALL ADJACENT CONSTRUCTION ACTIVITIES ARE COMPLETE.

29. PERMANENT PHYSICAL MARKERS DESIGNATING THE PRESERVE STATUS OF THE WETLAND PRESERVATION AREAS AND BUFFER ZONES SHALL BE PLACED AT THE INTERSECTION OF THE BUFFER AND EVERY OTHER LOT LINE SO THAT EACH LOT HAS A MINIMUM OF ONE SIGN. THESE MARKERS SHALL BE MAINTAINED IN PERPETUITY.

30. A WETLAND MONITORING PROGRAM SHALL BE IMPLEMENTED WITHIN THE PROTECTED WETLANDS AND UPLANDS. MONITORING SHALL BE CONDUCTED IN ACCORDANCE WITH EXHIBIT(S) 13A - 13F AND SHALL INCLUDE ANNUAL REPORTS SUBMITTED TO THE SFWMD FOR REVIEW. MONITORING SHALL CONTINUE FOR A PERIOD OF 5 YEARS.

31. A MAINTENANCE PROGRAM SHALL BE IMPLEMENTED IN ACCORDANCE WITH EXHIBIT(S) 13A - 13F FOR THE PRESERVED/RESTORED WETLAND AREAS, UPLAND PRESERVATION AREAS AND UPLAND BUFFER ZONES ON A REGULAR BASIS TO ENSURE THE INTEGRITY AND VIABILITY OF THE CONSERVATION AREA(S) AS PERMITTED. MAINTENANCE SHALL BE CONDUCTED IN PERPETUITY TO ENSURE THAT THE CONSERVATION AREAS ARE MAINTAINED FREE FROM EXOTIC VEGETATION AND THAT OTHER NUISANCE SPECIES SHALL CONSTITUTE NO MORE THAN 10% OF TOTAL COVER.

32. THE WETLAND CONSERVATION AREAS AND UPLAND BUFFER ZONES AND/OR UPLAND PRESERVATION AREAS SHOWN ON EXHIBIT(S) 17 MAY IN NO WAY BE ALTERED FROM THEIR MATURAL STATE AS DOCUMENTED IN THE PERMIT FILE, WITH THE EXCEPTION OF PERMITTED ACTIVITIES. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO: CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION - WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL; EXCAVATION, DREDGING, OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; AND ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

33. UPON SUBMITTAL OF AN APPLICATION FOR CONSTRUCTION APPROVAL FOR SUBSEQUENT PHASES, THE APPLICANT SHALL SUBMIT DRAFT COPIES OF PRELIMINARY PLAT(S), DEED RESTRICTIONS, OR OTHER DOCUMENTATION WHICH DEDICATES THE WETLAND PRESERVATION/MITIGATION AREAS, UPLAND BUFFER ZONES, AND/OR UPLAND PRESERVATION AREAS AS CONSERVATION AND COMMON AREAS. RESTRICTIONS FOR THE USE OF THE CONSERVATION/COMMON AREAS SHALL STIPULATE:

THE WETLAND PRESERVATION/MITIGATION AREAS, UPLAND BUFFER ZONES, AND/OR UPLAND PRESERVATION AREAS ARE HEREBY DEDICATED AS CONSERVATION AND COMMON AREAS. THE CONSERVATION/COMMON AREAS SHALL BE THE PERPETUAL RESPONSIBILITY OF THE ESTERO POINTE HOMEOWNERS ASSOCIATION AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL STATE AS DOCUMENTED IN THE PERMIT FILE, WITH THE EXCEPTION OF PERMITTED ACTIVITIES. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO: CONSTRUCTION OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION - WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL; EXCAVATION, DREDGING, OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; AND ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

34. NO DOCKAGE OR LAUNCHING FACILITIES WILL BE AUTHORIZED WITH THE EXCEPTION OF THE PROPOSED BOAT RAMP AND TWO CANOE LAUNCHES SHOWN ON THE CONCEPTUAL PLANS. ANY CONSTRUCTION PERMITS ISSUED FOR THE BOAT RAMP SHALL BE SPECIAL CONDITIONED TO PROHIBIT CONSTRUCTION PRIOR TO THE ESTABLISHMENT OF MANATEE

SPEED ZONES OR OTHER PROTECTIVE MEASURES ACCEPTABLE TO THE DISTRICT THAT PROVIDE REASONABLE ASSURANCE THE DIRECT OR SECONDARY ADVERSE IMPACTS TO MANATEES WILL NOT OCCUR. THIS CONDITION DOES NOT PREVENT THE CONSTRUCTION OF SHARED BOARDWALKS ALONG HALFWAY CREEK FOR RIPARIAN ACCESS HOWEVER NO DOCKING WILL BE PERMITTED AT SUCH STRUCTURES. DETAILS OF ANY PROPOSED BOARDWALKS MUST BE SUBMITTED AS PART OF THE CONSTRUCTION AND OPERATION APPLICATION FOR THE RESIDENTIAL DEVELOPMENT.

35. UPON SUBMITTAL OF A CONSTRUCTION APPLICATION FOR WORK WITHIN THE RESIDENTIAL LOTS ADJACENT TO THE WEST SIDE OF HALFWAY CREEK, THE APPLICANT SHALL SUBMIT DETAILED TOPOGRAPHIC INFORMATION FOR THE LOTS PROPOSED TO DISCHARGE INTO HALFWAY CREEK. THIS INFORMATION IS REQUIRED TO JUSTIFY DISCHARGE INTO THE CREEK RATHER THAN GRADING REAR LOT AREAS TOWARDS THE ROAD TO BE INCLUDED IN AN APPROVED SWM DRAINAGE BASIN.

36. EXCAVATION OF THE LAKES IN THIS PHASE SHALL BE LIMITED TO A MAXIMUM DEPTH OF 12' BELOW CONTROL ELEVATION AND WILL NOT BREACH ANY CONFINING LAYERS. IF A CONFINING LAYER IS ENCOUNTERED THE DEPTH OF THE LAKE SHALL BE LIMITED TO A DEPTH OF 1 FOOT ABOVE THE TOP OF THE CONFINING LAYER. ADDITIONAL DOCUMENTATION SHALL ALSO BE SUBMITTED FOR STAFF APPROVAL PRIOR TO CONSTRUCTION OF ANY PROPOSED LAKES INDICATING THAT THE CONSTRUCTION OF LAKES IN THE PROPOSED LOCATIONS WILL NOT RESULT IN CHLORIDE CONCENTRATIONS WITHIN THE LAKE EXCEEDING 250 MG/L.

37. LAKE EXCAVATION IN THIS PHASE SHALL BE DONE WITHOUT DEWATERING TO PREVENT SALTWATER INTRUSION.

38. PRIOR TO ANY DEWATERING ACTIVITY ON SITE THE APPLICANT SHALL SUBMIT A WATER USE (DEWATERING) PERMIT APPLICATION TO THE DISTRICT.

39. WETLAND IMPACT I-28 SHALL BE STABILIZED WITH GRASS SEED AND MULCH OR SOD WITHIN 48 HOURS OF COMPLETING FINAL GRADE, AND AT OTHER TIMES AS NECESSARY, TO PREVENT EROSION, SEDIMENTATION, OR TURBID DISCHARGES INTO WATERS IN THE STATE.

40. PRIOR TO CONSTRUCTION, DOCUMENTATION SHALL BE SUBMITTED DEMONSTRATING THAT THE PERMITTEE IS THE RECORD TITLE HOLDER OF THE PROPERTIES ENCOMPASSED BY THIS PERMIT PURSUANT TO RULE 40E-4.101(2).

GENERAL CONDITIONS

1. ALL ACTIVITIES AUTHORIZED BY THIS PERMIT SHALL BE IMPLEMENTED AS SET FORTH IN THE PLANS, SPECIFICATIONS AND PERFORMANCE CRITERIA AS APPROVED BY THIS PERMIT. ANY DEVIATION FROM THE PERMITTED ACTIVITY AND THE CONDITIONS FOR UNDERTAKING THAT ACTIVITY SHALL CONSTITUTE A VIOLATION OF THIS PERMIT AND PART IV, CHAPTER 373, F.S.

2. THIS PERMIT OR A COPY THEREOF, COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND MODIFICATIONS SHALL BE KEPT AT THE WORK SITE OF THE PERMITTED ACTIVITY. THE COMPLETE PERMIT SHALL BE AVAILABLE FOR REVIEW AT THE WORK SITE UPON REQUEST BY THE DISTRICT STAFF. THE PERMITTEE SHALL REQUIRE THE CONTRACTOR TO REVIEW THE COMPLETE PERMIT PRIOR TO COMMENCEMENT OF THE ACTIVITY AUTHORIZED BY THIS PERMIT.

3. ACTIVITIES APPROVED BY THIS PERMIT SHALL BE CONDUCTED IN A MANNER WHICH DOES NOT CAUSE VIOLATIONS OF STATE WATER QUALITY STANDARDS. THE PERMITTEE SHALL IMPLEMENT BEST MANAGEMENT PRACTICES FOR EROSION AND POLLUTION CONTROL TO PREVENT VIOLATION OF STATE WATER QUALITY STANDARDS. TEMPORARY EROSION CONTROL SHALL BE IMPLEMENTED PRIOR TO AND DURING CONSTRUCTION, AND PERMANENT CONTROL MEASURES SHALL BE COMPLETED WITHIN 7 DAYS OF ANY CONSTRUCTION ACTIVITY. TURBIDITY BARRIERS SHALL BE INSTALLED AND MAINTAINED AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATERBODY EXISTS DUE TO THE PERMITTED WORK. TURBIDITY BARRIERS SHALL REMAIN IN PLACE AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND SOILS ARE STABILIZED AND VEGETATION HAS BEEN ESTABLISHED. ALL PRACTICES SHALL BE IN ACCORDANCE WITH THE GUIDELINES AND SPECIFICATIONS DESCRIBED IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL: A GUIDE TO SOUND LAND AND WATER MANAGEMENT (DEPARTMENT OF ENVIRONMENTAL REGULATION, 1988), INCORPORATED BY REFERENCE IN RULE 40E-4.091, F.A.C. UNLESS A PROJECT-SPECIFIC EROSION AND SEDIMENT CONTROL PLAN IS APPROVED AS PART OF THE PERMIT. THEREAFTER THE PERMITTEE SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE BARRIERS. THE PERMITTEE SHALL CORRECT ANY EROSION OR SHOALING THAT CAUSES ADVERSE IMPACTS TO THE WATER RESOURCES.

4. THE PERMITTEE SHALL NOTIFY THE DISTRICT OF THE ANTICIPATED CONSTRUCTION START DATE WITHIN 30 DAYS OF THE DATE THAT THIS PERMIT IS ISSUED. AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ACTIVITY AUTHORIZED BY THIS PERMIT, THE PERMITTEE SHALL SUBMIT TO THE DISTRICT AN ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMMENCEMENT NOTICE FORM NO. 0960 INDICATING THE ACTUAL START DATE AND THE EXPECTED COMPLETION DATE.

5. WHEN THE DURATION OF CONSTRUCTION WILL EXCEED ONE YEAR, THE PERMITTEE SHALL SUBMIT CONSTRUCTION STATUS REPORTS TO THE DISTRICT ON AN ANNUAL BASIS UTILIZING AN ANNUAL STATUS REPORT FORM. STATUS REPORT FORMS SHALL BE SUBMITTED THE FOLLOWING JUNE OF EACH YEAR.

. WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION OF THE PERMITTED ACTIVITY, THE PERMITTEE SHALL SUBMIT A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A REGISTERED PROFESSIONAL ENGINEER OR OTHER APPROPRIATE INDIVIDUAL AS AUTHORIZED BY LAW, UTILIZING THE SUPPLIED ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMPLETION/CONSTRUCTION CERTIFICATION FORM NO.0881. THE STATEMENT OF COMPLETION AND CERTIFICATION SHALL BE BASED ON ONSITE OBSERVATION OF CONSTRUCTION OR REVIEW OF ASBUILT DRAWINGS FOR THE PURPOSE OF DETERMINING IF THE WORK WAS COMPLETED IN COMPLIANCE WITH PERMITTED PLANS AND SPECIFICATIONS. THIS SUBMITTAL SHALL SERVE TO NOTIFY THE DISTRICT THAT THE SYSTEM IS READY FOR INSPECTION. ADDITIONALLY, IF DEVIATION FROM THE APPROVED DRAWINGS ARE DISCOVERED DURING THE CERTIFICATION

PROCESS. THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED. BOTH THE ORIGINAL AND REVISED SPECIFICATIONS MUST BE CLEARLY SHOWN. THE PLANS MUST BE CLEARLY LABELED AS "ASBUILT" OR "RECORD" DRAWING. ALL SURVEYED DIMENSIONS AND ELEVATIONS SHALL BE CERTIFIED BY A REGISTERED SURVEYOR.

7. THE OPERATION PHASE OF THIS PERMIT SHALL NOT BECOME EFFECTIVE: UNTIL THE PERMITTEE HAS COMPLIED WITH THE REQUIREMENTS OF CONDITION (6) ABOVE. HAS SUBMITTED A REQUEST FOR CONVERSION OF ENVIRONMENTAL RESOURCE PERMIT FROM CONSTRUCTION PHASE TO OPERATION PHASE, FORM NO.0920; THE DISTRICT DETERMINES THE SYSTEM TO BE IN COMPLIANCE WITH THE PERMITTED PLANS AND SPECIFICATIONS; AND THE ENTITY APPROVED BY THE DISTRICT IN ACCORDANCE WITH SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT - AUGUST 1995, ACCEPTS RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE SYSTEM. THE PERMIT SHALL NOT BE TRANSFERRED TO SUCH APPROVED OPERATION AND MAINTENANCE ENTITY UNTIL THE OPERATION PHASE OF THE PERMIT BECOMES EFFECTIVE. FOLLOWING INSPECTION AND APPROVAL OF THE PERMITTED SYSTEM BY THE DISTRICT, THE PERMITTEE SHALL INITIATE TRANSFER OF THE PERMIT TO THE APPROVED RESPONSIBLE OPERATING ENTITY IF DIFFERENT FROM THE PERMITTEE. UNTIL THE PERMIT IS TRANSFERRED PURSUANT TO SECTION 40E-1.6107, F.A.C., THE PERMITTEE SHALL BE LIABLE FOR COMPLIANCE WITH THE TERMS OF THE PERMIT.

8. EACH PHASE OR INDEPENDENT PORTION OF THE PERMITTED SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO THE INITIATION OF THE PERMITTED USE OF SITE INFRASTRUCTURE LOCATED WITHIN THE AREA SERVED BY THAT PORTION OR PHASE OF THE SYSTEM. EACH PHASE OR INDEPENDENT PORTION OF THE SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO TRANSFER OF RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE PHASE OR PORTION OF THE SYSTEM TO A LOCAL GOVERNMENT OR OTHER RESPONSIBLE ENTITY.

9. FOR THOSE SYSTEMS THAT WILL BE OPERATED OR MAINTAINED BY AN ENTITY THAT WILL REQUIRE AN EASEMENT OR DEED RESTRICTION IN ORDER TO ENABLE THAT ENTITY TO OPERATE OR MAINTAIN THE SYSTEM IN CONFORMANCE WITH THIS PERMIT, SUCH EASEMENT OR DEED RESTRICTION MUST BE RECORDED IN THE PUBLIC RECORDS AND SUBMITTED TO THE DISTRICT ALONG WITH ANY OTHER FINAL OPERATION AND MAINTENANCE DOCUMENTS REQUIRED BY SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT - AUGUST 1995, PRIOR TO LOT OR UNIT SALES OR PRIOR TO THE COMPLETION OF THE SYSTEM, WHICHEVER OCCURS FIRST. OTHER DOCUMENTS CONCERNING THE ESTABLISHMENT AND AUTHORITY OF THE OPERATING ENTITY MUST BE FILED WITH THE SECRETARY OF STATE WHERE APPROPRIATE. FOR THOSE SYSTEMS WHICH ARE PROPOSED TO BE MAINTAINED BY THE COUNTY OR MUNICIPAL ENTITIES, FINAL OPERATION AND MAINTENANCE DOCUMENTS MUST BE RECEIVED BY THE DISTRICT WHEN MAINTENANCE AND OPERATION OF THE SYSTEM IS ACCEPTED BY THE LOCAL GOVERNMENT ENTITY. FAILURE TO SUBMIT THE APPROPRIATE FINAL DOCUMENTS WILL RESULT IN THE PERMITTEE REMAINING LIABLE FOR CARRYING OUT MAINTENANCE AND OPERATION OF THE PERMITTED SYSTEM AND ANY OTHER PERMIT CONDITIONS.

10. SHOULD ANY OTHER REGULATORY AGENCY REQUIRE CHANGES TO THE PERMITTED SYSTEM, THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING OF THE CHANGES PRIOR TO IMPLEMENTATION SO THAT A DETERMINATION CAN BE MADE WHETHER A PERMIT MODIFICATION IS REQUIRED.

11. THIS PERMIT DOES NOT ELIMINATE THE NECESSITY TO OBTAIN ANY REQUIRED FEDERAL, STATE, LOCAL AND SPECIAL DISTRICT AUTHORIZATIONS PRIOR TO THE START OF ANY ACTIVITY APPROVED BY THIS PERMIT. THIS PERMIT DOES NOT CONVEY TO THE PERMITTEE OR CREATE IN THE PERMITTEE ANY PROPERTY RIGHT, OR ANY INTEREST IN REAL PROPERTY, NOR DOES IT AUTHORIZE ANY ENTRANCE UPON OR ACTIVITIES ON

PROPERTY WHICH IS NOT OWNED OR CONTROLLED BY THE PERMITTEE, OR CONVEY ANY RIGHTS OR PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 40E-4 OR CHAPTER 40E-40, F.A.C.

12. THE PERMITTEE IS HEREBY ADVISED THAT SECTION 253.77, F.S. STATES THAT A PERSON MAY NOT COMMENCE ANY EXCAVATION, CONSTRUCTION, OR OTHER ACTIVITY INVOLVING THE USE OF SOVEREIGN OR OTHER LANDS OF THE STATE, THE TITLE TO WHICH IS VESTED IN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND WITHOUT OBTAINING THE REQUIRED LEASE, LICENSE, EASEMENT, OR OTHER FORM OF CONSENT AUTHORIZING THE PROPOSED USE. THEREFORE, THE PERMITTEE IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AUTHORIZATIONS FROM THE BOARD OF TRUSTEES PRIOR TO COMMENCING ACTIVITY ON SOVEREIGNTY LANDS OR OTHER STATE-OWNED LANDS.

13. THE PERMITTEE SHALL HOLD AND SAVE THE DISTRICT HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, OR LIABILITIES WHICH MAY ARISE BY REASON OF THE CONSTRUCTION, ALTERATION, OPERATION, MAINTENANCE, REMOVAL, ABANDONMENT OR USE OF ANY SYSTEM AUTHORIZED BY THE PERMIT.

14. ANY DELINEATION OF THE EXTENT OF A WETLAND OR OTHER SURFACE WATER SUBMITTED AS PART OF THE PERMIT APPLICATION, INCLUDING PLANS OR OTHER SUPPORTING DOCUMENTATION, SHALL NOT BE CONSIDERED BINDING UNLESS A SPECIFIC CONDITION OF THIS PERMIT OR A FORMAL DETERMINATION UNDER SECTION 373.421(2), F.S., PROVIDES OTHERWISE.

15. THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING WITHIN 30 DAYS OF ANY SALE, CONVEYANCE, OR OTHER TRANSFER OF OWNERSHIP OR CONTROL OF A PERMITTED SYSTEM OR THE REAL PROPERTY ON WHICH THE PERMITTED SYSTEM IS LOCATED. ALL TRANSFERS OF OWNERSHIP OR TRANSFERS OF A PERMIT ARE SUBJECT TO THE REQUIREMENTS OF RULES 40E-1.6105 AND 40E-1.6107, F.A.C. THE PERMITTEE TRANSFERRING THE PERMIT SHALL REMAIN LIABLE FOR CORRECTIVE ACTIONS THAT MAY BE REQUIRED AS A RESULT OF ANY VIOLATIONS PRIOR TO THE SALE, CONVEYANCE OR OTHER TRANSFER OF THE SYSTEM.

16. UPON REASONABLE NOTICE TO THE PERMITTEE, DISTRICT AUTHORIZED STAFF WITH PROPER IDENTIFICATION SHALL HAVE PERMISSION TO ENTER, INSPECT, SAMPLE AND TEST THE SYSTEM TO INSURE CONFORMITY WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE PERMIT.

17. IF HISTORICAL OR ARCHAEOLOGICAL ARTIFACTS ARE DISCOVERED AT ANY TIME ON THE PROJECT SITE, THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE APPROPRIATE DISTRICT SERVICE CENTER.

18. THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE DISTRICT IN WRITING OF ANY PREVIOUSLY SUBMITTED INFORMATION THAT IS LATER DISCOVERED TO BE INACCURATE.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
STANDARD GENERAL PERMIT NO. 36-03098-P

Form #0941
08/95

DATE ISSUED: April 24, 2000

PERMITTEE: WEST BAY CLUB DEVELOPMENT CORPORATION
4610 WEST BAY BOULEVARD
ESTERO, FL 33928

PROJECT DESCRIPTION: MODIFICATION OF A SURFACE WATER MANAGEMENT SYSTEM SERVING 9.57 ACRE(S) OF RESIDENTIAL DEVELOPMENT KNOWN AS WEST BAY CLUB - WEST LAKE COURT.

PROJECT LOCATION: LEE COUNTY, SECTION 29-32 TWP 46S RGE 25E
SECTION 5-6 TWP 47S RGE 25E

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

This is to notify you of the District's agency action concerning Notice of Intent for Permit Application No. 991129-6, dated November 29, 1999. This action is taken pursuant to Rule 40E-1.603 and Chapter 40E-40 , Florida Administrative Code (F.A.C.).

Based on the information provided, District rules have been adhered to and an Environmental Resource General Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached General Conditions,
3. the attached 10 Special Conditions, and
4. the attached 7 Exhibit(s).

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on this 24th day of April, 2000, in accordance with Section 120.60(3), Florida Statutes.

BY: _____
Chip Merriam
Service Center Director
Ft Myers Service Center

Certified Mail No.Z 243 530 888

Enclosures

NOTICE OF RIGHTS

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

Petition for Administrative Proceedings

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

a. Formal Administrative Hearing: If a genuine issue(s) of material fact is in dispute, the affected person seeking a formal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(1), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.201(2), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

b. Informal Administrative Hearing: If there are no issues of material fact in dispute, the affected person seeking an informal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(2), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.301(2), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

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

d. State Lands Environmental Resource Permit: Pursuant to Section 373.427, Fla. Stat., and Rule 40E-1.511(3), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), a petition objecting to the SFWMD's agency action regarding consolidated applications for Environmental Resource Permits and Use of Sovereign Submerged Lands (SLERPs), must be filed within 14 days of the notice of consolidated intent to grant or deny the SLERP. Petitions must substantially comply with the requirements of either subsection a. or b. above.

e. Emergency Authorization and Order: A person whose substantial interests are affected by a SFWMD Emergency Authorization and Order, has a right to file a petition under Sections 120.569, 120.57(1), and 120.57(2), Fla. Stat., as provided in subsections a. and b. above. However, the person, or the agent of the person responsible for causing or contributing to the emergency conditions shall take whatever action necessary to cause immediate compliance with the terms of the Emergency Authorization and Order.

f. Order for Emergency Action: A person whose substantial interests are affected by a SFWMD Order for Emergency Action has a right to file a petition pursuant to Rules 28-107.005 and 40E-1.611, Fla. Admin. Code, copies of which are attached to this Notice of Rights, and Section 373.119(3), Fla. Stat., for a hearing on the Order. Any subsequent agency action or proposed agency action to initiate a formal revocation proceeding shall be separately noticed pursuant to section g. below.

g. Permit Suspension, Revocation, Annulment, and Withdrawal: If the SFWMD issues an administrative complaint to suspend, revoke, annul, or withdraw a permit, the permittee may request a hearing to be conducted in accordance with Sections 120.569 and 120.57, Fla. Stat., within 21 days of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-107.004(3), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

2. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the SFWMD's final action may be different from the position taken by it previously. Persons whose substantial interests may be affected by

any such final decision of the SFWMD shall have, pursuant to Rule 40E-1.511(2), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), an additional 21 days from the date of receipt of notice of said decision to request an administrative hearing. However, the scope of the administrative hearing shall be limited to the substantial deviation.

3. Pursuant to Rule 40E-1.511(4), Fla. Admin. Code, substantially affected persons entitled to a hearing pursuant to Section 120.57(1), Fla. Stat., may waive their right to such a hearing and request an informal hearing before the Governing Board pursuant to Section 120.57(2), Fla. Stat., which may be granted at the option of the Governing Board.

4. Pursuant to Rule 28-106.111(3), Fla. Admin. Code, persons may file with the SFWMD a request for extension of time for filing a petition. The SFWMD, for good cause shown, may grant the extension. The request for extension must contain a certificate that the petitioner has consulted with all other parties, if any, concerning the extension and that the SFWMD and all other parties agree to the extension.

CIRCUIT COURT

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

6. Pursuant to Section 403.412, Fla. Stat., any citizen of Florida may bring an action for injunctive relief against the SFWMD to compel the SFWMD to enforce the laws of Chapter 373, Fla. Stat., and Title 40E, Fla. Admin. Code. The complaining party must file with the SFWMD Clerk a verified complaint setting forth the facts upon which the complaint is based and the manner in which the complaining party is affected. If the SFWMD does not take appropriate action on the complaint within 30 days of receipt, the complaining party may then file a civil suit for injunctive relief in the 15th Judicial Circuit in and for Palm Beach County or circuit court in the county where the cause of action allegedly occurred.

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

DISTRICT COURT OF APPEAL

8. Pursuant to Section 120.68, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the SFWMD Clerk within 30 days of rendering of the final SFWMD action.

LAND AND WATER ADJUDICATORY COMMISSION

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

PRIVATE PROPERTY RIGHTS PROTECTION ACT

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

LAND USE AND ENVIRONMENTAL DISPUTE RESOLUTION

11. A property owner who alleges that a SFWMD development order (as that term is defined in Section 70.51(2)(a), Fla. Stat. to include permits) or SFWMD enforcement action is unreasonable, or unfairly burdens the use of the real property, may file a request for relief with the SFWMD within 30 days of receipt of the SFWMD's order or notice of agency action pursuant to the procedures set forth in Subsections 70.51(4) and (6), Fla. Stat.

MEDIATION

12. A person whose substantial interests are, or may be, affected by the SFWMD's action may choose mediation as an alternative remedy under Section 120.573, Fla. Stat. Pursuant to Rule 28-106.111(2), Fla. Admin. Code, the petition for mediation shall be filed within 21 days of either written notice through mail or posting or

publication of notice that the SFWMD has or intends to take final agency action. Choosing mediation will not adversely affect the right to an administrative hearing if mediation does not result in settlement.

Pursuant to Rule 28-106.402, Fla. Admin. Code, the contents of the petition for mediation shall contain the following information:

(1) the name, address, and telephone number of the person requesting mediation and that person's representative, if any;

(2) a statement of the preliminary agency action;

(3) an explanation of how the person's substantial interests will be affected by the agency determination; and

(4) a statement of relief sought.

As provided in Section 120.573, Fla. Stat. (1997), the timely agreement of all the parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, Fla. Stat., for requesting and holding an administrative hearing. Unless otherwise agreed by the parties, the mediation must be concluded within 60 days of the execution of the agreement. If mediation results in settlement of the dispute, the SFWMD must enter a final order incorporating the agreement of the parties. Persons whose substantial interest will be affected by such a modified agency decision have a right to petition for hearing within 21 days of receipt of the final order in accordance with the requirements of Sections 120.569 and 120.57, Fla. Stat., and SFWMD Rule 28-106.201(2), Fla. Admin. Code. If mediation terminates without settlement of the dispute, the SFWMD shall notify all parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Fla. Stat., remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action.

VARIANCES AND WAIVERS

13. A person who is subject to regulation pursuant to a SFWMD rule and believes the application of that rule will create a substantial hardship or will violate principles of fairness (as those terms are defined in Subsection 120.542(2), Fla. Stat.) and can demonstrate that the purpose of the underlying statute will be or has been achieved by other means, may file a petition with the SFWMD Clerk requesting a variance from or waiver of the SFWMD rule. Applying for a variance or waiver does not substitute or extend the time for filing a petition for an administrative hearing or exercising any other right that a person may have concerning the SFWMD's action. Pursuant to Rule 28-104.002(2), Fla. Admin. Code, the petition must include the following information:

(a) the caption shall read:
Petition for (Variance from) or (Waiver of) Rule (Citation)

(b) The name, address, telephone number and any facsimile number of the petitioner;

(c) The name, address telephone number and any facsimile number of the attorney or qualified representative of the petitioner, (if any);

(d) the applicable rule or portion of the rule;

(e) the citation to the statue the rule is implementing;

(f) the type of action requested;

(g) the specific facts that demonstrate a substantial hardship or violation of principals of fairness that would justify a waiver or variance for the petitioner;

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

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

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

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

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

WAIVER OF RIGHTS

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

28-106.201 INITIATION OF PROCEEDINGS
(INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of, when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and

(f) A demand for relief.

28-106.301 INITIATION OF PROCEEDINGS
(NOT INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and

(e) A demand for relief.

28-107.004 SUSPENSION, REVOCATION, ANNULMENT, OR WITHDRAWAL

(3) Requests for hearing filed in accordance with this rule shall include:

(a) The name and address of the party making the request, for purposes of service;

(b) A statement that the party is requesting a hearing involving disputed issues of material fact, or a hearing not involving disputed issues of material fact; and

(c) A reference to the notice, order to show cause, administrative complaint, or other communication that the party has received from the agency.

42-2.013 REQUEST FOR REVIEW PURSUANT TO SECTION 373.114 OR 373.217

(1) In any proceeding arising under Chapter 373, F.S., review by the Florida Land and Water Adjudicatory Commission may be initiated by the Department or a party by filing a request for such review with the Secretary of the Commission and serving a copy on any person named in the rule or order, and on all parties to the proceeding which resulted in the order sought to be reviewed. A certificate of service showing completion of service as required by this subsection shall be a requirement for a determination of sufficiency under Rule 42-2.0132. Failure to file the request with the Commission within the time period provided in Rule 42-2.0132 shall result in dismissal of the request for review.

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

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

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

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

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

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

28-107.005 EMERGENCY ACTION

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

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

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

40E-1.611 EMERGENCY ACTION

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

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

GENERAL CONDITIONS

1. ALL ACTIVITIES AUTHORIZED BY THIS PERMIT SHALL BE IMPLEMENTED AS SET FORTH IN THE PLANS, SPECIFICATIONS AND PERFORMANCE CRITERIA AS APPROVED BY THIS PERMIT. ANY DEVIATION FROM THE PERMITTED ACTIVITY AND THE CONDITIONS FOR UNDERTAKING THAT ACTIVITY SHALL CONSTITUTE A VIOLATION OF THIS PERMIT AND PART IV, CHAPTER 373, F.S.

2. THIS PERMIT OR A COPY THEREOF, COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND MODIFICATIONS SHALL BE KEPT AT THE WORK SITE OF THE PERMITTED ACTIVITY. THE COMPLETE PERMIT SHALL BE AVAILABLE FOR REVIEW AT THE WORK SITE UPON REQUEST BY THE DISTRICT STAFF. THE PERMITTEE SHALL REQUIRE THE CONTRACTOR TO REVIEW THE COMPLETE PERMIT PRIOR TO COMMENCEMENT OF THE ACTIVITY AUTHORIZED BY THIS PERMIT.

3. ACTIVITIES APPROVED BY THIS PERMIT SHALL BE CONDUCTED IN A MANNER WHICH DOES NOT CAUSE VIOLATIONS OF STATE WATER QUALITY STANDARDS. THE PERMITTEE SHALL IMPLEMENT BEST MANAGEMENT PRACTICES FOR EROSION AND POLLUTION CONTROL TO PREVENT VIOLATION OF STATE WATER QUALITY STANDARDS. TEMPORARY EROSION CONTROL SHALL BE IMPLEMENTED PRIOR TO AND DURING CONSTRUCTION, AND PERMANENT CONTROL MEASURES SHALL BE COMPLETED WITHIN 7 DAYS OF ANY CONSTRUCTION ACTIVITY. TURBIDITY BARRIERS SHALL BE INSTALLED AND MAINTAINED AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATERBODY EXISTS DUE TO THE PERMITTED WORK. TURBIDITY BARRIERS SHALL REMAIN IN PLACE AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND SOILS ARE STABILIZED AND VEGETATION HAS BEEN ESTABLISHED. ALL PRACTICES SHALL BE IN ACCORDANCE WITH THE GUIDELINES AND SPECIFICATIONS DESCRIBED IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL: A GUIDE TO SOUND LAND AND WATER MANAGEMENT (DEPARTMENT OF ENVIRONMENTAL REGULATION, 1988), INCORPORATED BY REFERENCE IN RULE 40E-4.091, F.A.C. UNLESS A PROJECT-SPECIFIC EROSION AND SEDIMENT CONTROL PLAN IS APPROVED AS PART OF THE PERMIT. THEREAFTER THE PERMITTEE SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE BARRIERS. THE PERMITTEE SHALL CORRECT ANY EROSION OR SHOALING THAT CAUSES ADVERSE IMPACTS TO THE WATER RESOURCES.

4. THE PERMITTEE SHALL NOTIFY THE DISTRICT OF THE ANTICIPATED CONSTRUCTION START DATE WITHIN 30 DAYS OF THE DATE THAT THIS PERMIT IS ISSUED. AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ACTIVITY AUTHORIZED BY THIS PERMIT, THE PERMITTEE SHALL SUBMIT TO THE DISTRICT AN ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMMENCEMENT NOTICE FORM NO. 0960 INDICATING THE ACTUAL START DATE AND THE EXPECTED COMPLETION DATE.

5. WHEN THE DURATION OF CONSTRUCTION WILL EXCEED ONE YEAR, THE PERMITTEE SHALL SUBMIT CONSTRUCTION STATUS REPORTS TO THE DISTRICT ON AN ANNUAL BASIS UTILIZING AN ANNUAL STATUS REPORT FORM. STATUS REPORT FORMS SHALL BE SUBMITTED THE FOLLOWING JUNE OF EACH YEAR.

6. WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION OF THE PERMITTED ACTIVITY, THE PERMITTEE SHALL SUBMIT A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A REGISTERED PROFESSIONAL ENGINEER OR OTHER APPROPRIATE INDIVIDUAL AS AUTHORIZED BY LAW, UTILIZING THE SUPPLIED ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMPLETION/CONSTRUCTION CERTIFICATION FORM NO.0881. THE STATEMENT OF COMPLETION AND CERTIFICATION SHALL BE BASED ON ONSITE OBSERVATION OF CONSTRUCTION OR REVIEW OF ASBUILT DRAWINGS FOR THE PURPOSE OF DETERMINING IF THE WORK WAS COMPLETED IN COMPLIANCE WITH PERMITTED PLANS AND SPECIFICATIONS. THIS SUBMITTAL SHALL SERVE TO NOTIFY THE DISTRICT THAT THE SYSTEM IS READY FOR INSPECTION. ADDITIONALLY, IF DEVIATION FROM THE APPROVED DRAWINGS ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED. BOTH THE ORIGINAL AND REVISED SPECIFICATIONS MUST BE CLEARLY SHOWN. THE PLANS MUST BE CLEARLY LABELED AS "ASBUILT" OR "RECORD" DRAWING. ALL SURVEYED DIMENSIONS AND ELEVATIONS SHALL BE CERTIFIED BY A REGISTERED SURVEYOR.

7. THE OPERATION PHASE OF THIS PERMIT SHALL NOT BECOME EFFECTIVE: UNTIL THE PERMITTEE HAS COMPLIED WITH THE REQUIREMENTS OF CONDITION (6) ABOVE, HAS SUBMITTED A REQUEST FOR CONVERSION OF ENVIRONMENTAL RESOURCE PERMIT FROM CONSTRUCTION PHASE TO OPERATION PHASE, FORM NO.0920; THE DISTRICT DETERMINES THE SYSTEM TO BE IN COMPLIANCE WITH THE PERMITTED PLANS AND SPECIFICATIONS; AND THE ENTITY APPROVED BY THE DISTRICT IN ACCORDANCE WITH SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT - AUGUST 1995, ACCEPTS RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE SYSTEM. THE PERMIT SHALL NOT BE TRANSFERRED TO SUCH APPROVED OPERATION AND MAINTENANCE ENTITY UNTIL THE OPERATION PHASE OF THE PERMIT BECOMES EFFECTIVE. FOLLOWING INSPECTION AND APPROVAL OF THE PERMITTED SYSTEM BY THE DISTRICT, THE PERMITTEE SHALL INITIATE TRANSFER OF THE PERMIT TO THE APPROVED RESPONSIBLE OPERATING ENTITY IF DIFFERENT FROM THE PERMITTEE. UNTIL THE PERMIT IS TRANSFERRED PURSUANT TO SECTION 40E-1.6107, F.A.C., THE PERMITTEE SHALL BE LIABLE FOR COMPLIANCE WITH THE TERMS OF THE PERMIT.

8. EACH PHASE OR INDEPENDENT PORTION OF THE PERMITTED SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO THE INITIATION OF THE PERMITTED USE OF SITE INFRASTRUCTURE LOCATED WITHIN THE AREA SERVED BY THAT PORTION OR PHASE OF THE SYSTEM. EACH PHASE OR INDEPENDENT PORTION OF THE SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO TRANSFER OF RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE PHASE OR PORTION OF THE SYSTEM TO A LOCAL GOVERNMENT OR OTHER RESPONSIBLE ENTITY.

9. FOR THOSE SYSTEMS THAT WILL BE OPERATED OR MAINTAINED BY AN ENTITY THAT WILL REQUIRE AN EASEMENT OR DEED RESTRICTION IN ORDER TO ENABLE THAT ENTITY TO OPERATE OR MAINTAIN THE SYSTEM IN CONFORMANCE WITH THIS PERMIT, SUCH EASEMENT OR DEED RESTRICTION MUST BE RECORDED IN THE PUBLIC RECORDS AND SUBMITTED TO THE DISTRICT ALONG WITH ANY OTHER FINAL OPERATION AND MAINTENANCE DOCUMENTS REQUIRED BY SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT - AUGUST 1995, PRIOR TO LOT OR UNIT SALES OR PRIOR TO THE COMPLETION OF THE SYSTEM, WHICHEVER OCCURS FIRST. OTHER DOCUMENTS CONCERNING THE ESTABLISHMENT AND AUTHORITY OF THE OPERATING ENTITY MUST BE FILED WITH THE SECRETARY OF STATE WHERE APPROPRIATE. FOR THOSE SYSTEMS WHICH ARE PROPOSED TO BE MAINTAINED BY THE COUNTY OR MUNICIPAL ENTITIES, FINAL OPERATION AND MAINTENANCE DOCUMENTS MUST BE RECEIVED BY THE DISTRICT WHEN MAINTENANCE AND OPERATION OF THE SYSTEM IS ACCEPTED BY THE LOCAL GOVERNMENT ENTITY. FAILURE TO SUBMIT THE APPROPRIATE FINAL DOCUMENTS WILL RESULT IN THE PERMITTEE REMAINING LIABLE FOR CARRYING OUT MAINTENANCE AND OPERATION OF THE PERMITTED SYSTEM AND ANY OTHER PERMIT CONDITIONS.

10. SHOULD ANY OTHER REGULATORY AGENCY REQUIRE CHANGES TO THE PERMITTED SYSTEM, THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING OF THE CHANGES PRIOR TO IMPLEMENTATION SO THAT A DETERMINATION CAN BE MADE WHETHER A PERMIT MODIFICATION IS REQUIRED.

11. THIS PERMIT DOES NOT ELIMINATE THE NECESSITY TO OBTAIN ANY REQUIRED FEDERAL, STATE, LOCAL AND SPECIAL DISTRICT AUTHORIZATIONS PRIOR TO THE START OF ANY ACTIVITY APPROVED BY THIS PERMIT. THIS PERMIT DOES NOT CONVEY TO THE PERMITTEE OR CREATE IN THE PERMITTEE ANY PROPERTY RIGHT, OR ANY INTEREST IN REAL PROPERTY, NOR DOES IT AUTHORIZE ANY ENTRANCE UPON OR ACTIVITIES ON PROPERTY WHICH IS NOT OWNED OR CONTROLLED BY THE PERMITTEE, OR CONVEY ANY RIGHTS OR PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 40E-4 OR CHAPTER 40E-40, F.A.C.

12. THE PERMITTEE IS HEREBY ADVISED THAT SECTION 253.77, F.S. STATES THAT A PERSON MAY NOT COMMENCE ANY EXCAVATION, CONSTRUCTION, OR OTHER ACTIVITY INVOLVING THE USE OF SOVEREIGN OR OTHER LANDS OF THE STATE, THE TITLE TO WHICH IS VESTED IN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND WITHOUT OBTAINING THE REQUIRED LEASE, LICENSE, EASEMENT, OR OTHER FORM OF CONSENT AUTHORIZING THE PROPOSED USE. THEREFORE, THE PERMITTEE IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AUTHORIZATIONS FROM THE BOARD OF TRUSTEES PRIOR TO COMMENCING ACTIVITY ON SOVEREIGNTY LANDS OR OTHER STATE-OWNED LANDS.

13. THE PERMITTEE MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING, UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E-20.302(4), F.A.C., ALSO KNOWN AS THE "NO NOTICE" RULE.

14. THE PERMITTEE SHALL HOLD AND SAVE THE DISTRICT HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, OR LIABILITIES WHICH MAY ARISE BY REASON OF THE CONSTRUCTION, ALTERATION, OPERATION, MAINTENANCE, REMOVAL, ABANDONMENT OR USE OF ANY SYSTEM AUTHORIZED BY THE PERMIT.

15. ANY DELINEATION OF THE EXTENT OF A WETLAND OR OTHER SURFACE WATER SUBMITTED AS PART OF THE PERMIT APPLICATION, INCLUDING PLANS OR OTHER SUPPORTING DOCUMENTATION, SHALL NOT BE CONSIDERED BINDING UNLESS A SPECIFIC CONDITION OF THIS PERMIT OR A FORMAL DETERMINATION UNDER SECTION 373.421(2), F.S., PROVIDES OTHERWISE.

16. THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING WITHIN 30 DAYS OF ANY SALE, CONVEYANCE, OR OTHER TRANSFER OF OWNERSHIP OR CONTROL OF A PERMITTED SYSTEM OR THE REAL PROPERTY ON WHICH THE PERMITTED SYSTEM IS LOCATED. ALL TRANSFERS OF OWNERSHIP OR TRANSFERS OF A PERMIT ARE SUBJECT TO THE REQUIREMENTS OF RULES 40E-1.6105 AND 40E-1.6107, F.A.C. THE PERMITTEE TRANSFERRING THE PERMIT SHALL REMAIN LIABLE FOR CORRECTIVE ACTIONS THAT MAY BE REQUIRED AS A RESULT OF ANY VIOLATIONS PRIOR TO THE SALE, CONVEYANCE OR OTHER TRANSFER OF THE SYSTEM.

17. UPON REASONABLE NOTICE TO THE PERMITTEE, DISTRICT AUTHORIZED STAFF WITH PROPER IDENTIFICATION SHALL HAVE PERMISSION TO ENTER, INSPECT, SAMPLE AND TEST THE SYSTEM TO INSURE CONFORMITY WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE PERMIT.

18. IF HISTORICAL OR ARCHAEOLOGICAL ARTIFACTS ARE DISCOVERED AT ANY TIME ON THE PROJECT SITE, THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE APPROPRIATE DISTRICT SERVICE CENTER.

19. THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE DISTRICT IN WRITING OF ANY PREVIOUSLY SUBMITTED INFORMATION THAT IS LATER DISCOVERED TO BE INACCURATE.

SPECIAL CONDITIONS

1. DISCHARGE FACILITIES: THROUGH PREVIOUSLY PERMITTED FACILITIES.

2. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION, SHOALING OR WATER QUALITY PROBLEMS THAT RESULT FROM THE CONSTRUCTION OR OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM.

3. MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO INSURE THAT SEDIMENTATION AND/OR TURBIDITY PROBLEMS ARE NOT CREATED IN THE RECEIVING WATER.

4. THE DISTRICT RESERVES THE RIGHT TO REQUIRE THAT ADDITIONAL WATER QUALITY TREATMENT METHODS BE INCORPORATED INTO THE DRAINAGE SYSTEM IF SUCH MEASURES ARE SHOWN TO BE NECESSARY.

5. FACILITIES OTHER THAN THOSE STATED HEREIN SHALL NOT BE CONSTRUCTED WITHOUT AN APPROVED MODIFICATION OF THIS PERMIT.

6. ALL SPECIAL CONDITIONS PREVIOUSLY STIPULATED BY PERMIT NUMBER 36-03098-P REMAIN IN EFFECT UNLESS OTHERWISE REVISED AND SHALL APPLY TO THIS MODIFICATION.

7. OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM SHALL BE THE RESPONSIBILITY OF WEST BAY CLUB HOMEOWNERS ASSOCIATION.

8. MINIMUM ROAD CROWN ELEVATION: BASIN 2 - 5.2 FT. NGVD.
BASIN 4 - 6.1 FT. NGVD.
BASIN 4A - 9.8 FT. NGVD.

MINIMUM PARKING LOT ELEVATION: BASIN 2 - 5.2 FT. NGVD.
BASIN 4 - 6.1 FT. NGVD.
BASIN 4A - 9.8 FT. NGVD.

DESIGN STAGE ELEVATION (25 YEAR, 3 DAY STORM): BASIN 2 - 6.2 FT. NGVD.
BASIN 4 - 8.6 FT. NGVD.
BASIN 4A - 10.3 FT. NGVD.

9. DISCHARGE FACILITIES:

BASIN 4:

1-0.5'DIA. CIRCULAR ORIFICE WITH INVERT AT ELEV. 4.8 FT. NGVD.
1 - 4.25' WIDE RECTANGULAR NOTCH WEIR WITH CREST AT ELEV. 7.5 FT. NGVD.
40 LF OF 3'DIA. RCP CULVERT.

RECEIVING BODY: SALTWATER WETLAND.

CONTROL ELEV: 4.8 FT. NGVD / 4.8 FT. NGVD DRY SEASON.

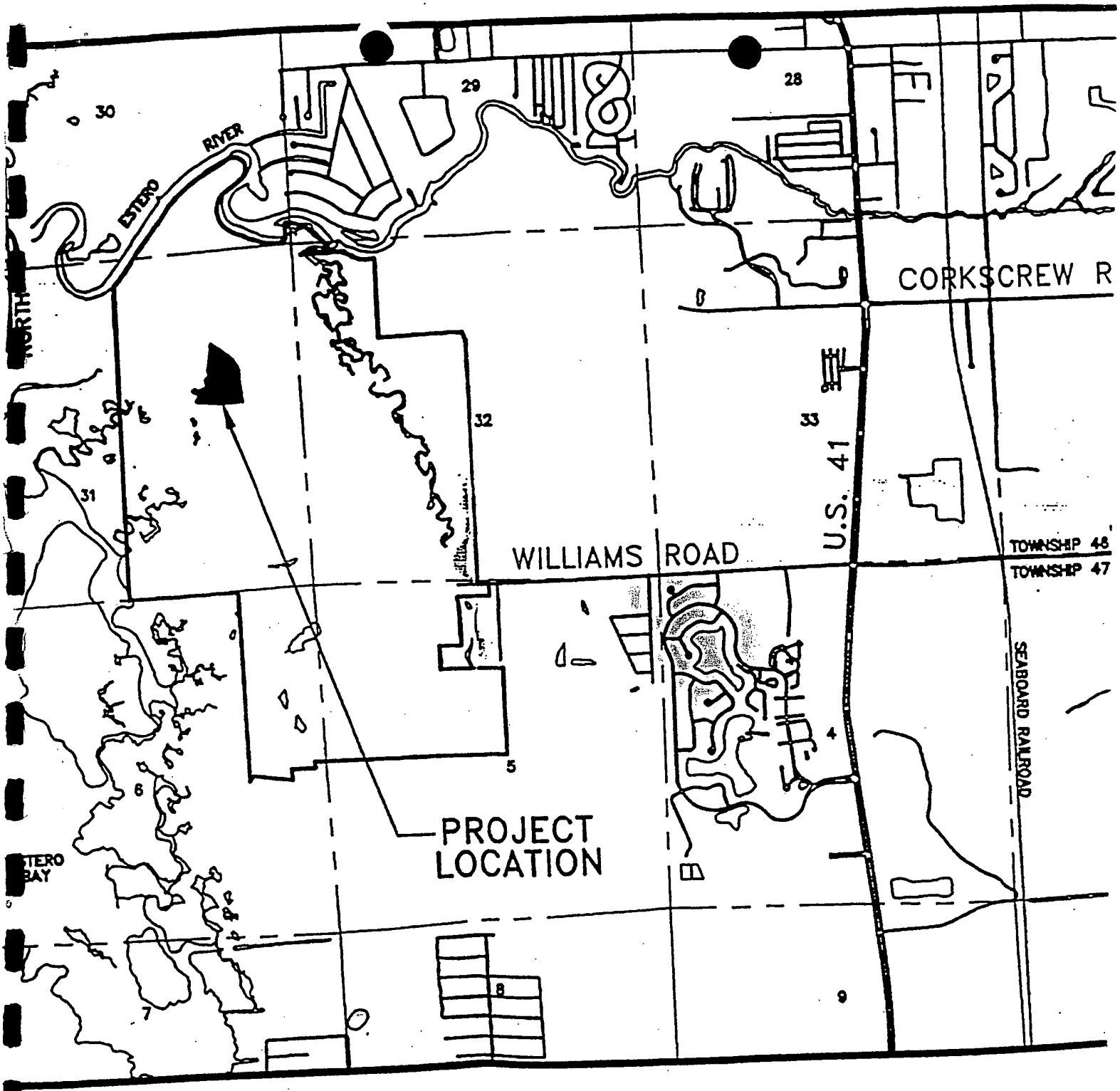
BASIN 4A:

1 - 1.83' WIDE RECTANGULAR NOTCH WEIR WITH CREST AT ELEV. 8.5 FT. NGVD.
1100 LF OF 3' DIA. RCP CULVERT.

RECEIVING BODY: BASIN 4.

CONTROL ELEV. 8.5 FT. NGVD / 8.5 FT. NGVD DRY SEASON.

10. PLAN SHEET 6, SIGNED, SEALED AND DATED BY FORREST H. BANKS, P.E. ON APRIL 14, 2000, IS INCORPORATED BY REFERENCE INTO THIS PERMIT MODIFICATION AND WILL BE RETAINED IN THE PERMIT FILE.



PROJECT LOCATION
WEST BAY CLUB

EXHIBIT I

LOCATION MAP

0 1000 2000 4000

SCALE: 1" = 2000'

PROJECT: WEST BAY CLUB - WEST LAKE COURT

PERMIT SUMMARY SHEET

APPLICATION NUMBER: 991129-6

PERMIT MODIFICATION NO.: 36-03098-P

LOCATION: LEE COUNTY. S29-32/T46S/R25E
S5-6/T47S/R25E

OWNER: WEST BAY CLUB DEVELOPMENT CORPORATION

ENGINEER: JOHNSON ENGINEERING INC

PROJECT AREA: 9.57 ACRES DRAINAGE AREA: 9.57 ACRES

PROJECT USE: RESIDENTIAL

FACILITIES:

1. EXISTING: The project is located on the west side of the main road, approximately 3/4 mile from the development's entrance. West Bay Club, formerly known as Estero Pointe, received conceptual approval from the district for the master surface water management system and construction approval for 589 acres in February 1997. In September 1997, construction approval of an additional 16 acres and state lands authorization was obtained. In March 1998, construction approval of an additional 6 acres and changes to 49.9 acres of previous approved area was obtained. Subsequent approvals authorized residential areas, maintenance tract and golf course cart facilities.

   The master surface water management system divides the site into 16 basins which discharge either to Halfway Creek, saltwater wetlands or into other basins. Each basin provides the required water quality treatment for discharge into an OFW and attenuation for the 25 year, 3 day storm event. Allowable discharge rates were based on pre-development rates for those basins discharging to Estero River and on an allowable limit of 60 CSM for those basins discharging to Halfway Creek.

2. PROPOSED: The proposed project consists 13 residential lots and a street within Basins 2, 2A and 3. The run-off from the proposed roads and lots sheetflows to the master surface water management system via rear yard swales and a closed drainage system.

   The application also includes minor changes to the boundary of Basin 2, 2A, 3, 4 and 4A of the master surface water management system. Revised calculations for basins 2 and 2A, using the as-built dimensions for the control structure, shows the peak discharge rate and the peak stage for the 25 yr. design storm consistent with the previously permitted values. However, the peak rate for the 5 yr. storm event increased slightly.

Exhibit 2

APPLICATION NUMBER: 991129-6

For Basin 3, the revised calculations using the as-built dimensions and the adjusted area show the peak stage for the 5 and 25 yr. design storms and the peak discharge rate consistent with the original design.

The as-built dimensions for the control structures in basin 4 and 4A vary from the original design. Revised calculations, considering the new dimensions and the adjustments in the acreage, provide new peak stages for the 5 and 25 yr. design storms. The peak discharge rate increased but is still less than the originally determined allowable rate.

The calculations for these basins demonstrate that the system still provides the required water quality volume for discharge into an OFW and attenuation for the 25 year, 3 day storm event. Special conditions reflect the revised minimum road elevation for basin 2 and the revised minimum road and parking elevations and the changes to the control structure for basin 4 and 4A.

PROJECT LEVEL:

DRAINAGE BASIN: COASTAL/HALFWAY CREEK

RECEIVING BODY: SALTWATER WETLANDS/HALFWAY CREEK/ESTERO RIVER VIA SWMS

WATER QUALITY:

The wet detention lakes and dry detention areas provide the required water quality for the development. These systems were part of previous applications and are currently constructed.

ENVIRONMENTAL ASSESSMENT:

Exhibit 3

APPLICATION NUMBER: 991129-6

PROJECT SITE DESCRIPTION:

The project site is a 9.57 acre upland parcel located on the western side of the project adjacent to wetlands associated with Estero Bay. Upland vegetation associations include rosemary scrub, slash pine flatwoods, scrubby flatwoods and lands in transition. A portion of this parcel included a melaleuca dominated wetland which was previously authorized to be impacted. Since the site is currently in transition, this wetland is now considered "residential under construction" and is now included within the upland inventory.

ENDANGERED, THREATENED & SPECIES OF SPECIAL CONCERN SUMMARY:

The project area consists of coastal scrub areas and scrubby pine flatwoods. Although these areas provide habitat for the listed plant species Curtiss' milkweed and gopher tortoises, no wetland dependant listed species are located within this phase of development. This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements if in the future, endangered/threatened species or species of special concern are discovered on the site.

WETLAND PRESERVATION AND IMPACT SUMMARY:

The residential lot located adjacent to wetlands associated with Estero Bay has been designed to include a 25 ft natural upland buffer, and a water quality swale and berm to provide water quality treatment for runoff generated from the backslope of the lot. Most of the lot runoff will be directed to the surface water management lakes for water quality treatment and attenuation. The swale and berm is located landward of the 25 foot upland buffer. The road accessing Lot 5 terminates at the edge of Lot 5. The road terminus has been designed to include a Type "F" curb.

Exhibit 4

APPLICATION NUMBER: 991129-6

ENVIRONMENTAL SUMMARY:

The proposed activities have been evaluated for potential secondary and cumulative impacts and to determine if the project is contrary to the public interest. Based upon the proposed project design, the District has determined that the project will not cause adverse secondary or cumulative impacts to the water resources and is not contrary to the public interest.

	TOTAL PROJECT	PREVIOUSLY PERMITTED	THIS PHASE	
TOTAL ACRES	866.43	823.13	9.57	acres
WTRM ACREAGE	49.16	50.66		acres
PAVEMENT	70.17	33.78	.79	acres
BUILD COVERAGE	31.44	42.15	3.28	acres
PRESERVED	438.25	434.95		acres
PERVIOUS		92.25	5.50	acres
OTHER	416.36	416.36		acres

DIVISIONAL APPROVAL:

NATURAL RESOURCE MANAGEMENT

Karen M. Johnson

DATE: 4-19-00

SURFACE WATER MANAGEMENT

Richard H. Thompson, P.E.

DATE: 4-20-2000

Exhibit 5

MOD PHASE WEST BAY CLUB-WESTLAKE COURT

ONSITE

Pre-Development					Post-Development				
Env Category	Site Id	Acreage	Quality	Habitat	Presv	Undist	Imp	Enhan	Rest Cr
UPLAND	01	.06	GOOD	SHRUB AND BRUSHLAND	.00	.00	.00	.00	.00
UPLAND	01	7.98	GOOD	PINE FLATWOODS	.00	.00	.00	.00	.00
UPLAND	01	.94	POOR	DISTURBED LANDS	.00	.00	.00	.00	.00
UPLAND	01	.59	N/A	URBAN AND RESIDENTIAL	.00	.00	.00	.00	.00
Totals		9.57			.00	.00	.00	.00	.00

EXHIBIT 6

LEE COUNTY
HEARING EXAMINER
96 APR -2 AM 10: 16

RESOLUTION NUMBER Z-96-005

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

WHEREAS, Atlantic Gulf Communities Corporation filed an application for a rezoning from AG-2 (Agricultural), C-2 (Commercial), CS-1 (Special Commercial Office) and RM-2 (Residential Multiple Family) to Residential Planned Development, in reference to Estero Pointe; and

WHEREAS, the subject property is located at 4651 Williams Road, Estero, and is described more particularly as:

LEGAL DESCRIPTION: In Sections 29, 30, 31, and 32, Township 46 South, Range 25 East; and Sections 05 and 06, Township 47 South, Range 25 East, Lee County, Florida.

Beginning at the North Quarter Section corner of said Section 05, Township 47 South, Range 25 East, said point being the Northeast corner of Lot 566 of FLORIDA GULF LAND COMPANY SUBDIVISION as recorded in Plat Book 1 at Page 59, Lee County Records and run S00°40'16"E for 30.00 feet to the South right-of-way (ROW) line of Williams Road (60 feet wide);
THENCE run N89°00'18"E along said South line for 165.26 feet;
THENCE run S00°36'29" E for 200.00 feet to the Southeast corner of lands described in deed recorded in Official Record Book 2465 at Page 3044, Lee County Records;
THENCE run S89°00'18"W along the South line of said lands for 494.00 feet to an intersection with the East line of Lot 55B of said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run S00°47'09"E along said East line for 765.00 feet;
THENCE run S88°57'37"W for 327.43 feet to an intersection with the East line of Lot 548;
THENCE run S00°54'02"E for 351.20 to the Southeast corner of Lot 54B;
THENCE run N89°15'52"E along the South line of Lots 558 and 56B for 653.45 feet;
THENCE run N89°15'52"E along the South line of Lot 57B for 327.60 feet;
THENCE run S00°32'41"E along the East line of Lot 408 for 1,350.95 feet;
THENCE run S89°31'44"W for 324.62 feet to the center of said Section 05, said point being the Southwest corner of said Lot 40B;
THENCE run S89°34'40"W for 2,592.29 feet to the West Quarter section corner of Section 05, said point being the Southwest corner of Lot 48B of said subdivision;

continued..

THENCE run S01°31'46"E for 92.78 feet to the Southeasterly corner of lands described in deed recorded in Official Record Book 2192 at Page 567, Lee County Records;
THENCE run along the South line of said lands the following courses:
S89°10'55"W for 349.43 feet;
S00°49'50"E for 162.49 feet;
N81°20'47"W for 600.53 feet;
S46°11'51"W for 77.45 feet;
THENCE run N01°35'45"W along the West line of said lands for 2,875.95 feet to an intersection with the North line of said Section 06;
THENCE run S88°56'02"W along the North line of said Section 06 for 1,638.66 feet to the Southwest corner of lands described in deed recorded in Official Record Book 1509 at Page 221, Lee County Records, said point also being the Southwest corner of Lot 8A of said FLORIDA GULF LAND COMPANY SUBDIVISION and the South Quarter (S¼) Section corner of Section 31, Township 46 South, Range 25 East;
THENCE run N00°22'46"W along the West line of said lands along the North/South Quarter (N/S¼) Section line for 2,656.37 feet to the Northwest corner of Lot 25A, said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE continue N00°22'46"W along the West line of said lands and the West line of Lots 40A and 57A of said subdivision for 2,391 feet, more or less to the waters of the Estero River;
THENCE run Northeasterly, Southeasterly, Southwesterly, Southerly, Southeasterly and Northeasterly along said waters for 5,030 feet, more or less to an intersection with the East line of the Southeast Quarter (SE¼) of said Section 30, Township 46 South, Range 25 East;
THENCE run N00°32'05"W along said East line for 224 feet, more or less *to* said waters;
THENCE run Southeasterly, Southwesterly, Westerly and Southwesterly along said waters for 1,213 feet, more or less to an intersection with the North line of said Section 32, Township 46 South, Range 25 East, said line being the North line of Lot 49A of said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run N87°54'53"E along said North line for 628 feet, more or less to said waters for 485 feet, more or less to an intersection with the East line of Lot 52A, said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run S00°43'04"E along said East line of Lot 52A for 1,190 feet, more or less to the Southeast corner of lands described in deed recorded in Official Record Book 1807 at Page 4091, Lee County Records, said point being the Southeast corner of said Lot 52A of said subdivision;
THENCE run N88°27'02"E along the North line of Lots 44A, 43A, 42A and 41A of said FLORIDA GULF LAND COMPANY SUBDIVISION for 1,257.39

continued...

feet to an intersection with the Southwesterly line of a Florida Power and Light Company transmission line easement (100) feet wide);
THENCE run S20°51'33"E along said Southwesterly line for 125.36 feet *to* an intersection with the North/South Quarter (N/S¼) Section line of said Section 32;
THENCE run S00°55'33E along said Quarter section line and along the corner of lands described in deed recorded in Official Record Book 1528 at Page 12, Lee County Records, said point also being the Southeast corner of said Lot 41A;
THENCE run S00°56'02"E along said North/South Quarter Section line and the East line of Lot 41A of said subdivision for 1,226.63 feet to the Southeast corner of lands described in deed recorded in Official Record Book 1528 at Page 12, Lee County Records, said point also being the Southeast corner of said Lot 41A;
THENCE run S00°56'02"E along said North/South Quarter Section line and the East line of Lots 24A and 9A of FLORIDA GULF LAND COMPANY SUBDIVISION for 2,644.19 feet to the POINT OF BEGINNING.

WHEREAS, the applicant has indicated the property's current STRAP numbers are:
29-46-25-01-0000G.0010 30-46-25-00-00002.0010 31-46-25-01-00001.0000
31-46-25-01-00002.0000 31-46-25-01-00003.0040 through .0060
31-46-25-01-00003.0068 31-46-25-01-00003.0080 31-46-25-01-00003.0380
32-46-25-01-00003.0110 32-46-25-01-00003.0120 32-46-25-01-00003.0140
32-46-25-01-00003.0500 32-46-25-01-00004.0000 32-46-25-01-00004.0010
32-46-25-01-00004.001A 32-46-25-01-00005.0000 32-46-25-01-00006.0000
32-46-25-01-00007.0000 32-46-25-01-00008.0000 32-46-25-01-00009.0000
32-46-25-01-00010.0000 32-46-25-01-00011.0000 05-47-25-01-00003.0130
05-47-25-01-00003.0400 05-47-25-01-00003.040A through .040D
05-47-25-01-00003.0510 05-47-25-01-00003.0520 05-47-25-01-00003.0540
05-47-25-01-00003.0550 05-47-25-01-00003.055C
05-47-25-01-00019.0000 through .0030 06-47-25-00-00002.0020; and

WHEREAS, Atlantic Gulf Communities Corporation, the owner of the subject parcel, authorized Henderson, Franklin, Starnes & Holt, P.A. and Johnson Engineering, Inc. to act as agent to pursue this zoning application; and

WHEREAS, a public hearing was advertised and held on January 23, 1996 before the Lee County Hearing Examiner, who gave full consideration of the evidence available; and

WHEREAS, a public hearing was advertised and held on March 18, 1996 before the Lee County Board of County Commissioners, who gave full and complete consideration to the recommendations of staff, the Hearing Examiner, the documents on file with the county, and the testimony of all interested persons.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, that the Board APPROVES with conditions the requested rezoning from AG-2, C-2, CS-1 and RM-2 to RPD.

SECTION A. CONDITIONS:

The RPD rezoning and Master Concept Plan are subject to the following conditions:

1. The development of this project must be in accordance with the five-page Master Concept Plan stamped received January **5,** 1996, except as modified by the conditions below. This approval does not alleviate the need to comply with all state and county development regulations, excep! **as** specifically modified by this approval. Rezoning the subject property does not include those properties owned by the state, i.e., submerged lands.

2. Prior to any local Development Order approval for vertical development, the Developer must submit an application for Final Plan approval (FPA). The purpose of the FPA process is to ensure compliance with the Zoning Resolution and Land Development Code, to allow detailed review of deviations conceptually approved herein, while allowing the Developer the flexibility to respond to changing conditions. Any substantial change in the type, intensity or configuration of development within the RPD may require further review through a public hearing. Said determination shall be made by the Director of Community Development.

   The following information must be provided on the Final Plan:

   - uses: type and amount, i.e. number of dwelling units or square feet of commercial use
   - access
   - location and dimensions of internal roadways
   - location and dimensions of buildings/structures
   - boundary of development tract
   - adjacent zoning and land uses
   - detailed drawings showing the application of deviations
   - buffers and/or landscape strips
   - open space, including an ongoing tabulation of required open space
   - a cumulative analysis of the total number of dwelling units that have received local Development Order approval.

3. Permitted uses are limited *to* the following:

Accessory **Uses** and Structures
Accessory Apartment (df)
Administrative Office (df)

ATM
Bait and Tackle Shop
Banks and Financial establishments, Group I [Section 34-622(c)(3)]
Business Services, Group I, and Group II if limited to lawn and garden services and swimming pool cleaning services [Section 34-622(c)(5)]
Canoe Launch
Clubs
    Country (df)
    Private (df)
Consumption on Premises [Section 34-1261]
Convenience Food and Beverage Store (df)
Day Care Center, Child (df)
Drugstore (af), Pharmacy (df)
Dwelling Unit
Single Family (df)
Semi-Detached (duplex)
Two-Family Attached (df)
Townhouse (df)
Multiple Family Building (df)
Zero Lot Line (df)
Entrance Gates and Gatehouse (df)
Essential Services (df)
Essential Service Facilities, All Groups [Section 34-622(c)(13)]
Excavation - Water Retention
Fences, Walls
Food and Beverage Service, Limited (df)
Food Stores, Group I [Section 34-622(c)(16)] including a gourmet grocery store
Gift and Souvenir Shop (df)
Golf Course and Accessory Facilities
Golf Driving Range and Golf Training Facility
Helistop (df)
Home/Care Facility (df)
Home Occupation
Laundry or Dry Cleaning [Section 34-622(c)(24)
Model Home, Unit, Display Center
Parks, Private, Group I [Section 34-622(c)(32)]
Parking Lot Accessory (df)
Personal Services, Groups I and II [Section 34-622(c)(33)]
Pharmacy (df)
Post Office (df)
Private Boat Ramp and Observation/Fishing Pier
Recreational Facilities
    Personal (df)
    Private (df)

Real Estate Sales Office
Residential Accessory Uses [Section 34-622(c)(42)]
Restaurants, Groups I, II and III [Section 34-622(c)(43)]
Signs, in accordance with LDC Chapter 30
Specialty Retail Shops, Groups I & II [Section 34-622(c)(47)]
Temporary Uses
Temporary Construction Trailer
Temporary Sales Center
Units of High Impact (df) including time share

The approved commercial uses are prohibited east of Development Areas 6, 7, and 9, must comply with LDC Section 34-937, and are restricted *to* use by residents and their guests only.

4. The RPD is limited to a maximum total of 1,121 residential dwelling units with the following distribution:

   a. A maximum of 1,020 dwelling units are permitted in the subject properties located within the Outlying Suburban Land Use Category.

   b. A maximum of 630 dwelling units are permitted within Development Areas 3, 4, and 5.

5. The property development regulations must be in accordance with the attached table entitled "Property Development Regulations for Estero Pointe" stamped received January 5, 1996, except as modified herein. (See Attachment **B**)

6. The following conditions apply *to* the riverfront/recreational areas:

   a. Outdoor entertainment is prohibited at the restaurant;

   b. The service of alcoholic beverages in conjunction with outdoor seating at the restaurant is limited *to* the hours of 7:00 a.m. to 12:00 midnight.

   c. All lighting along the river must be arranged and directed away from adjacent properties and the river.

   d. The parking area for the restaurant and boat ramp must be landscaped for the purpose of screening headlights from the river. Existing native vegetation may be used in whole or in part *to* meet this requirement.

   e. A 75 percent opaque vegetative screen must be installed prior *to* issuance of a Certificate of Compliance for the restaurant. The vegetative screen for the restaurant must be located on the north and northeast side of the building.

The size, type and actual location of the vegetative screen will be reviewed through the Final Plan Approval process. Existing native vegetation may be used in whole or in part to meet this requirement.

f. Development Area 2 must provide a 50-foot-wide vegetative screen along the northeast boundary of the Development Area consisting of the following: five clusters of three palm trees with a minimum height of 18 feet at time of planting and 23 trees 12-foot on center with a minimum height of 14 feet and 2-1/2 inches in caliper at time of planting.

g. A total of 15 parking spaces are permitted for the boat ramp facility.

h. The restaurant is limited to a total of 2,500 square feet and must be set beck a minimum of 75 feet from the mean high water line of the Estero River.

i. The restaurant may not exceed one story in height.

j. The restaurant must be located as shown on the "River Parks Site Plan" stamped received November 21, 1995.

k. The restaurant will be for use of the residents and their guests only.

l. Food and beverage services are limited to the restaurant facility.

m. Recreation Area I must provide a minimum of 80 percent open space.

n. Recreation Areas I and II are further limited by conditions of approval for Deviation 12.

7. The main roads that access Development Areas 2, 3, 4 and 5 must be constructed in accordance with the road cross-sections on page 5 of the MCP stamped "received January 5, 1996."

8. A minimum 25-foot-wide undisturbed buffer must be provided along the west jurisdictional wetland line.

9. The storm water management systems in Development Areas 2, 3, 4 and 5, and the golf course areas adjacent to the mangrove wetlands must be designed so that the storm water discharge rate will be approximately 70 percent of the calculated permittable run-off rate in accordance with SFWMD requirements.

10. The Developer must hook-up to public water and sewer services when services are constructed and available within one-quarter mile of the subject property. The

temporary on-site sewage treatment plant must be dismantled within six months of public sewer service availability to the entire site.

11. The sewage treatment plant parcel may be redeveloped with residential uses in accordance with the approved property development regulations. Access to and development of the parcel must be reviewed in accordance with Condition 2.

Hurricane Mitiaation Conditions

12. The Developer must notify all purchasers of real property within the development of the potential for storm surge flooding. The restrictive covenants should include the Base Flood Elevation, according to the National Weather Services' storm surge mcdel "SLOSH" and the National Flood Insurance Program and notify potential owners that the first habitable floor of all structures must be constructed above that elevation.

13. The Property Owner's Association must host an educational seminar and will be responsible for obtaining the site for the seminar and for providing the invitations to the homeowners. The time will be coordinated with the Lee County Emergency Management staff who will provide the education and information at the seminar and will advise the owners of the risks of natural hazards and the action they should take to mitigate the inherent dangers.

1 The Developer shall develop a Hurricane Evacuation Plan for the RPD. The Plan must address: a) operational procedures for the warning and notification of all residents and visitors prior to and during a hurricane watch and warning period; b) the educational program; c) hurricane evacuation; d) the method of advising residents and visitors of hurricane shelter alternatives including hotels and public hurricane shelter locations; e) identification of the person(s) responsible for imple-menting the Plan; and f) how the private security force will be integrated with the local Sheriffs personnel and the Division of Public Safety. The Plan will be developed in coordination with the Lee County Emergency Management.officials.

15. The Developer, and any successor landowner, will pay any All Hazards Tax levied by Lee County to provide for shelter space, upgrades to shelters, and to address other natural disasters.

16. The Developer must comply with all duly adopted ordinances which address hurricane preparedness and all duly adopted Hurricane Shelter Impact Fee Ordinances in effect at the time of building permits or local Development Order approval, whichever is the operative time under the Ordinance.

17. Prior to a Certificate of Compliance of the first multi-family building, the Developer must provide one of the following options:

a. 8,940 square feet of shelter space on site in either the clubhouse building or among the multi-family structures as a "refuge of last resort"; or

b. hurricane shuttering at a school or other designated public shelter to provide an additional 8,940 square feet of shelter area: or

c. an emergency electrical generator for a school or other designated shelter off-site, with capacity to serve a minimum of 8,900 square feet of shelter space.

Fire and Emeraencv Medical Conditions

18. A helistop must be provided on-site. The location and specifications must be reviewed and approved by Lee County Division of Zoning and Development Services and Emergency Management. The Developer must provide a helistop at the same time the clubhouse/golf practice area is constructed.

19. Subject to a final determination of need by the Director of Zoning and Development Services, in consultation with the Estero Fire District, an emergency access may be required. The location would be determined prior to approval of the first Development Order.

20. All buildings over three stories must install an approved total coverage automatic fire sprinkler system.

21. A 20-foot-wide stabilized fire lane must be provided on at least two sides of all multi-family buildings over three stories in height.

22. All multi-family buildings over three stories must provide pressurized escape stairs unless an alternative is approved by the Estero Fire District and Lee County Codes and Building Services. .

23. All 20-story or 220-foot-high buildings must install an emergency communication system internal to the building unless an alternative is approved by the Estero Fire District and Lee County Codes and Building Services.

24. The Developer must comply with all impact fee requirements in place at time of building permit approval.

25. Prior to the issuance of a local Development Order, the Developer must apply for and obtain an archaeological Certificate to Dig.

26. This zoning approval does not address the mitigation of the project's pedestrian and vehicular traffic impacts. Additional conditions may be required at the time of

issuance of a local Development Order per the Lee County LDC or other Lee County Ordinance.

27. Approval of this rezoning does not give the Developer the undeniable right to receive a local Development Order approval that exceeds the Year 2010 Overlay use allocation for the applicable district.

28. This development must comply with all requirements of the Lee County LDC at the time of local Development Order approval, except as may be granted by deviation as part of this planned development.

Environmental Conditions

29. As part of the submittal documents, and prior to approval, for any Estero Pointe Development Orders for Development Areas 6, 7, 9, 9A and 10, the Developer must comply with the requirements set forth in the document titled "Estero Pointe Proposal to Address Concerns with Lot Lines in Conservation/Preservation Areas," dated 12/20/95 (cover memo from Russell Schropp to George Parker and Rick Joyce, dated 12/22/95). The conservation easement must be provided at time of final plat approval. This approval is further limited to an allowance of one boardwalk per ~~two~~ single-family lots abutting Halfway Creek.

30. Prior to any local Development Order approval for any phase of the development which contains Florida coontie or Curtiss milkweed, the Developer must submit a detailed management plan indicating the preserve areas, relocation areas and propagation areas for review and approval by Lee County. Provisions of this plan must include all requirements of LDC Section 10-474.

31. Prior *to* any local Development Order approval, the Developer must submit a detailed management plan for tri-colored herons, meeting the requirements of LDC Section 10-474, for review and approval by Lee County.

32. Prior to local Development Order approval for any portion of the property which contains, or will contain through relocation, gopher tortoises, the Developer must submit a detailed management plan for gopher tortoises, meeting the requirements of LDC Section 10474 and/or 10475, for review and approval by Lee County. If the Florida Game and Fresh Water Fish Commission issues an incidental take permit, the Developer must implement a bucket trapping or excavation program to protect from entombment or other ham, the tortoises and commensal species found through implementation of the protection program. The Developer must move displaced tortoises to appropriate preservation areas on site.

33. The Developer and their successors in interest must maintain all areas shown on the Master Concept Plan (MCP) as "Preservation Area & Listed Species Relocation Area" as preservation areas allowing only management activities associated with the protection of the area as native vegetation preserve and listed species habitat. Preserve Area #13 has been promoted as a wildlife corridor across the site. The Developers and their successors in interest must take appropriate measures to protect wildlife from injury or death from traffic on the *two* roads which pass through this area.

    These protective measures should include, but are not limited to: culverts under the roads large enough to let small to medium size animals pass through; fencing to direct animals to culvert crossings; appropriate signs identifying the area as wildlife preserve; and lower speed limits through the preserve area. A plan which meets these requirements must be approved by Lee County prior to a local Development Order approval for roadways through Area #13.

34. Prior to local Development Order approval, the Developer must submit a final Eagle Management Plan, approved by the U.S. Fish and Wildlife Service, to Lee County. It is strongly encouraged that, this plan be presented to the Lee County Eagle Technical Advisory Committee (ETAC) for their input and suggestions.

The Master Concept Plan deviates from several Lee County development standards. The proposed deviations are granted or denied as set forth below:

DEVIATION (1) requests relief from LDC Sections 10-253, 14-298 and 34-1574 which prohibit or restrict alteration or development within Resource Protection Areas (RPA) to permit (as shown on the MCP):

a. Construction of recreational boardwalks and cart paths through RPA areas to access golf holes both by pedestrians and golf carts.

b. Construction over various TZ and RPA areas to facilitate construction of a golf course.

c. Construction over various TZ and RPA areas to facilitate construction of residential development.

d. Construction of a road access to segmented ridge for construction of multi-family tract.

e. Construction of a road access to the project site.

The requested deviation is APPROVED subject to compliance with the following conditions:

a. Impacts are limited to a maximum of 8.79 acres of County jurisdictional wetlands. These impacts are as follows: 6.97 acres fill, 0.14 acres excavation, and 1.68 acres trimming. An approved wetland mitigation plan from the South Florida Water Management District must be submitted prior to local Development Order approval for any phase of development which contemplates wetland impacts. This mitigation will be considered part of the mitigation for Lee County and will be enforceable by the Division of Environmental Sciences (DES).

b. At a minimum Lee County's approval of the requested wetland impacts requires removal and maintenance of invasive exotic vegetation [(as defined in LDC Sectisn 10-413(f)] for the entire Estero Pointe RPD, and enhancement, restoration and creation of one acre wetland for each one acre *of fill/excavation* impact (1:1 ratio). Areas which are trimmed must be mitigated at a ratio of one-half acre creation, enhancement or restoration for each one acre impact (1/2:1).

c. No mangrove trimming or removal (except in cases of public safety) is permitted outside the areas of proposed impacts. This provision is considered part of the approved wetland mitigation plan for Lee County.

d. All mitigation requirements must be clearly indicated on the local Development Order plans and must be inspected by Lee County staff prior to issuance of a Certificate of Compliance (CC) for any applicable Development Order.

DEVIATION (2), requests relief from LDC Section 10-296, Table 4(7)(c) which requires that wearing surfaces for local and access road for Class A development must be 1-1/2 inch asphaltic concrete of Florida Department of Transportation Type S-1, to allow for decorative pavers within the privately maintained internal roadways. The requested deviation is APPROVED with the CONDITION that prior to local Development Order approval, the Developer demonstrate that the decorative pavers have the structural equivalency of the required standard pavement. The approval of this deviation is limited to privately maintained streets.

DEVIATION (3) was WITHDRAWN by the applicant.

DEVIATION (4) requests relief from LDC Section 10-329(e)(3) which requires the maximum retention depth for excavation be 12 feet, to allow a maximum excavation depth of 20 feet without any penetration through impervious soil or rock layer which presently prohibits intermingling or various watery strata. The requested deviation is APPROVED subject to compliance with the following conditions:

a. Lake depths for a maximum of 20 feet or the confining layer, whichever occurs first, are approved subject to the adoption and implementation of the "Estero Pointe Management Program for Lakes Excavated Greater than 12 Feet," Zoning counter date stamped 12/13/95.

b. Prior to local Development Order approval for any area that contains lakes with depths greater than 12 feet, the Developer must submit an additional section of the management plan defining stratification and related lake problems for review and approval by Lee County staff.

DEVIATION (5) requests relief from LDC Section 10-329(e)(4) which requires that excavation bank slopes be no greater than 4:1, to permit 40 percent of the lake banks to utilize vertical bulkheads. The requested deviation is APPROVED subject to the following conditions:

a. Lake bottom slope, at the toe of any bulkhead, may be no greater than 4:1.

b. Bulkheads are subject to Lee County structural building permits.

DEVIATION *(6)* requests relief from LDC Section 10-413(b)(2) which requires that residential developments provide 40 percent open space for large developments (50 percent of which must be indigenous plants for large developments), to allow the open space table provided. The requested deviation is APPROVED subject to the following conditions [see additional open space conditions for Deviation (9)]:

a. A minimum total of *76* percent open space and a minimum total of *57* percent indigenous open space must be provided.

b. Prior to local Development Order approval, the exact location of the 21.8 acres of indigenous preservation within the golf course rough must be shown on plans for the golf course.

DEVIATION (7) requests relief from LDC Section 10-414 which requires that no portion of a buffer area that consists of trees and shrubs be located in any easement, to allow planted buffers in easements. The requested deviation is APPROVED subject to the condition that if any required buffer or landscape strip vegetation which has been planted within an easement has to be removed, then the property owner must replace those plantings with like size and species at no cost to Lee County.

DEVIATION (8) was WITHDRAWN by the Applicant.

DEVIATION (9) requests relief from LDC Section 34-935(f)(3)(e) which limits the height of buildings in the RPD zoning category within the Outlying Suburban land use category to

45 feet, to allow 20 stories over parking for Development Areas 2, 3, 4 and 5. The requested deviation is APPROVED subject to the following conditions:

a. Development Area 2 is limited to a maximum height of 75 feet.

b. Development Areas 3, 4, and 5 are limited to a maximum building height of 220 feet and are further limited to a maximum combined total of six multi-family buildings with a maximum total of 630 dwelling units.

c. Development Areas 3 and 4 must provide a minimum of 35 percent open space.

d. Development Area 5 is limited to one multi-family building and must provide a minimum of 60 percent open space.

e. Ninety percent of the required parking in multi-family Development Areas 3, 4, and 5 must be provided under the principal building structure to limit the impacts of impervious areas created by open parking lots.

f. All buildings over 45 feet in height must be set back an additional one-half foot for every foot of height over 45 feet along the external development perimeter.

DEVIATION (10) was WITHDRAWN by the Applicant.

DEVIATION (11) requests relief from the LDC Section 34-935 to allow the property development regu-lations for Estero Pointe RPD. The requested deviation is APPROVED subject to the condition that development of the permitted uses must be in accordance with the "Property Development Table for Estero Pointe," stamped received January 5, 1996 and as further limited in the conditions of approval.

DEVIATION (12) requests relief from LDC Section 10-414(f) which requires the Developer to provide a 25-foot-wide buffer landward from the mean high water line of all non-seawalled natural waterways, to allow construction of a boat ramp, fishing/observation pier, three gazebos and two canoe launches on the Estero River, and boardwalks and other crossings on Halfway Creek. The requested deviation is APPROVED subject to the following conditions:

a. Water management berms are prohibited within the 25-foot-wide buffer area. Other water management structures are approved as long as their impacts are limited to the minimum necessary to meet permitting requirements of the South Florida Water Management District.

b. Gazebos are only approved on land locations within areas selected to avoid impacts to the greatest number of native trees and plants. Size is limited to 250 square feet.

The gazebos must be constructed in a generally square or octagonal design. A maximum of two gazebos is approved.

c. Two canoe launch areas are approved. One of the canoe launch areas must be located as near as appropriate to the boat ramp to avoid additional impacts. Storage of canoes on land and must be outside of the 25-foot-wide buffer area. Each canoe launch area is limited to a width of 25 feet along the Estero River.

d. One power boat ramp is approved with a maximum of two temporary mooring slips.

e. As part of the power boat ramp mooring facility, an observation boardwalk structure may be constructed at a length not to exceed 30 feet from the shoreline for the total structure.

f. The power boat ramp facility must be designed to include a swale, exfiltration trench, or other engineering device to prevent bilge water and associated untreated parking lot run-off from flowing down the boat ramp and into the Estero River. The design must be approved as part of the building permit or local Development Order review for the boat ramp facility.

g. The boat ramp, temporary mooring/observation boardwalk, single family board-walks, cart crossings, and canoe launches are subject to all permitting requirements of LDC Chapter 26.

h. Gazebos, canoe launches and power boat ramp facilities are prohibited along Halfway Creek.

i. A maximum of one boardwalk for each two single family lots is permitted on Halfway Creek. Boardwalks are prohibited on the Estero River, except as conditioned in g. above.

DEVIATION (13) requests relief from the connection separation requirements of LDC Section 10-285(a), Table 2, to allow the connection separation shown on the "modified round-about" on the Master Concept Plan. The requested deviation is APPROVED subject to the condition that appropriate traffic signage be provided and the rotary intersection design is reviewed and approved by Lee County staff at time of local Development Order application.

SECTION C. MASTER CONCEPT PLAN:

A five-page reduced copy of the Master Concept Plan is attached to and incorporated into this Resolution by reference.

SECTION D. FINDINGS AND CONCLUSIONS:

The following findings and conclusions were made in conjunction with the approval of the requested zoning:

1. The proposed uses, as conditioned, are appropriate for the site and no changed or changing conditions make approval of this rezoning request inappropriate.

2. As conditioned, the RPD rezoning and approved deviations:

   a) will not have an adverse impact on the intent of the Land Development Code.

   b) are consistent with the goals, objectives, policies and intent of the Lee Plan and with the densities, intensities, and general uses set forth in the Lee Plan.

   c) meet or exceed all performance and locational standards set forth for the proposed uses.

   d) will protect, conserve or preserve environmentally critical areas and natural resources on or abutting the subject property.

   e) are compatible with existing or planned uses, and are not contrary to the public health, safety or welfare and will not cause damage, hazard, nuisance or other detriment to persons or property.

   f) do not place an undue burden upon existing transportation facilities, or other facilities or services.

   g) will comply with all applicable general zoning provisions and supplemental regulations pertaining to the uses set forth in the Land Development Code.

   h) enhance the achievement of the objectives of the RPD rezoning, and promote and preserve the protection of the public health, safety or welfare.

3. Urban services, as defined in the Lee Plan, are or will be available and adequate to serve the proposed uses.

4. The conditions imposed on the RPD zoning and the approved deviations are reasonably related to the impacts on the public's interest created by or expected from the proposed uses, and, in conjunction with other land development regulations, will protect the public's interest, health, safety and welfare.

The foregoing Resolutionwas adopted by the Lee County Board of County Commissioners upon a motion by Commissioner John E. Manning, and seconded by Commissioner John E. Albion and, upon being put to a vote, the result was as follows:

John E. Manning	AYE
Douglas R. St. Cerny	ABSENT
Ray Judah	NAY
Andrew W. Coy	AYE
John E. Albion	AYE

DULY PASSED AND ADOPTED this 18th day of March, A.D., 1996.

ATTEST:
CHARLIE GREEN, CLERK

BY: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Chairman

Approved as to form by:

_____
County Attorney's Office

FILED

MAR 25 1996

CLERK CIRCUIT COURT
BY _____ D.C.

OFFICE OF THE HERRING EXAMINER, LEE COUNTY, FLORIDA

HEARING EXAMINER RECOMMENDATION

REZONING: CASE 95-06-148.03Z
APPLICANT: ATLANTIC GULF COMMUNITIES CORP., in ref. to ESTERO POINTE
HEARING DATE: January 23, 1996

I. APPLICATION:

This matter came before the Lee County Hearing Examiner as an Application for Rezoning including a Development of County Impact (DCI) pursuant to Lee County Land Development Code.

Filed by ATLANTIC GULF COMMUNITIES CORP., ATTN: MICHAEL DADY, Planning Director, 2601 South Bayshore Dr., Miami, FL 33133 (Applicant/Owner) (See Section VIII. for Additional Property Owners); RUSSELL P. SCHROPP, ESQ.. c/o HENDERSON, FRANKLIN, STARNES & HOLT, P.A., P. O. BOX 280, Ft. Myers, FL 33902-0280, and JOHNSON ENGINEERING, INC., P.O. BOX 1550, Ft. Myers, FL 33902-1550 (Agents).

Request is for a rezoning from AG-2 (Agricultural), C-2 (Commercial), CS-1 (Special Commercial Office) and RM-2 (Residential Multiple Family) to Residential Planned Development (RPD).

The subject property is located at 4651 Williams Rd., Estero (U.S. 41, west on Williams Rd. to the most western portion of Williams Rd.) in S29-T46S-R25E, S30-T46S-R25E, S31-T46S-R25E, S32-T46S-R25E, S05-T47S-R25E and S06-T47S-R25E, Lee County, FL. (Districts #3 and #5)

II. STAFF REPORT AND RECOMMENDATION: APPROVE WITH CONDITIONS

The Department of Community Development Staff Report was prepared by Margaret Emblidge. The Staff Report is incorporated herein by this reference.

III. RECOMMENDATION OF HEARING EXAMINER:

The undersigned Lee County Hearing Examiner recommends that the Lee County Board of County Commissioners APPROVE the Applicant's request for a rezoning from AG-2 (Agricultural), C-2 (Commercial), CS-1 (Special Commercial Office) and RM-2 (Residential Multiple Family) to Residential Planned Development (RPD) for the real estate described in Section IX. Legal Description WITH THE FOLLOWING CONDITIONS AND DEVIATIONS:

A. CONDITIONS:

1. The development of this project must be in accordance with the five-page Master Concept Plan stamped received January 5, 1996, except as modified by the conditions below. This approval does not alleviate the need to comply with all state and county development regulations, except as specifically modified by this approval. Rezoning the subject property does not include those properties owned by the state, i.e., submerged lands.

2. Prior to any local Development Order approval for vertical development, the Developer must submit an application for Final Plan approval (FPA). The purpose of the FPA process is to ensure compliance with the Zoning Resolution and Land Development Code, to allow detailed review of deviations conceptually approved herein, while allowing the developer the flexibility to respond to changing conditions. Any substantial change in the type, intensity or configuration of development within the RPD may require further review through a public hearing. Said determination shall be made by the Director of Community Development.

The following information must be provided on the Final Plan:

- uses: type and amount, i.e. number of dwelling units or square feet of commercial use
- access
- location and dimensions of internal roadways
- location and dimensions of buildings/structures
- boundary of development tract
- adjacent zoning and land uses
- detailed drawings showing the application of deviations
- buffers and/or landscape strips
- open space, including an ongoing tabulation of required open space
- a cumulative analysis of the total number of dwelling units that have received local Development Order approval.

3. Permitted uses are limited to the following:

Accessory Uses and Structures
Accessory Apartment (df)
Administrative Office (df)
ATM
Bait and Tackle Shop
Banks and Financial establishments, Group I [Section 34-622(c)(3)]
Business Services, Group I, and Group II if limited to lawn and garden services and swimming pool cleaning services [Section 34-622(c)(5)]
Canoe Launch
Clubs
  Country (df)
  Private (df)
Consumption on Premises [Section 34-12611
Convenience Food and Beverage Store (df)
Day Care Center, Child (df)
Drugstore (df), Pharmacy (df)
Dwelling Unit
Single Family (df)
Semi-Detached (duplex)
Two-Family Attached (df)
Townhouse (df)
Multiple Family Building (df)
Zero Lot Line (df)

Entrance Gates and Gatehouse (df)
Essential Services (df)
Essential Service Facilities, All Groups [Section 34-622(c)(13)]
Excavation - Water Retention
Fences, Walls
Food and Beverage Service, Limited (df)
Food Stores, Group I [Section 34-622(c)(16)] including a gourmet grocery store
Gift and Souvenir Shop (df)
Golf Course and Accessory Facilities
Golf Driving Range and Golf Training Facility
Helistop (df)
Home/Care Facility (df)
Home Occupation
Laundry or Dry Cleaning [Section 34-622(c)(24)
Model Home, Unit, Display Center
Parks, Private, Group I [Section 34-622(c)(32)]
Parking Lot Accessory (df)
Personal Services, Groups I and II [Section 34-622(c)(33)]
Pharmacy (df)
Post Office (df)
Private Boat Ramp and Observation/Fishing Pier
Recreational Facilities
  Personal (df)
  Private (df)
Real Estate Sales Office
Residential Accessory Uses [Section 34-622(c)(42)]
Restaurants, Groups I, II and III [Section 34-622(c)(43)]
Signs, in accordance with LDC Chapter 30
Specialty Retail Shops, Groups I & II [Section 34-622(c)(47)]
Temporary uses
Temporary Construction Trailer
Temporary Sales Center
Units of High Impact (df) including time share

The approved commercial uses are prohibited east of Development Areas 6, 7, and 9, must comply with LDC Section 34-937, and are restricted to use by residents and their guests only.

4. The RPD is limited to a maximum total of 1,121 residential dwelling units with the following distribution:

a. A maximum of 1,020 dwelling units are permitted in the Subject properties located within the Outlying suburban Land Use Category.

b. A maximum of 630 dwelling units are permitted within Development Areas 3, 4, and 5.

5. The property development regulations must be in accordance with the attached table entitled "Property Development Regulations for Estero Pointe" stamped received January 5, 1996, except as modified herein. (See Attachment B)

6. The following conditions apply to the riverfront/recreational areas:

a. Outdoor entertainment is prohibited at the restaurant;

b. The service of alcoholic beverages in conjunction with outdoor seating at the restaurant is limited to the hours of 7:00 a.m. to 12:00 midnight.

c. All lighting along the river must be arranged and directed away from adjacent properties and the river.

d. The parking area for the restaurant and boat ramp must be landscaped for the purpose of screening headlights from the river. Existing native vegetation may be used in whole or in part to meet this requirement.

e. A 75 percent opaque vegetative screen must be installed prior to issuance of a Certificate of Compliance for the restaurant. The vegetative screen for the restaurant must be located on the north and northeast side of the building. The size, type and actual location of the vegetative screen will be reviewed through the Final Plan Approval process. Existing native vegetation may be used in whole or in part to meet this requirement.

f. Development Area 2 must provide a 50-foot-wide vegetative screen along the northeast boundary of the Development Area consisting of the following: five clusters of three palm trees with a minimum height of 18 feet at time of planting and 23 trees 12-foot on center with a minimum height of 14 feet and 2-1/2 inches in caliper at time of planting.

g. A total of 15 parking spaces are permitted for the boat ramp facility.

h. The restaurant is limited to a total of 2,500 square feet and must be set back a minimum of 75 feet from the mean high water line of the Estero River.

i. The restaurant may not exceed one story in height

j. The restaurant must be located as shown on the "River Parks Site Plan" stamped received November 21, 1995.

k. The restaurant will be for use of the residents and their guests only.

1. Food and beverage services are limited to the restaurant facility.

m. Recreation Area I must provide a minimum of 80 percent open space.

n. Recreation Areas I and II are further limited by conditions of approval for Deviation 12.

7. The main roads that access Development Areas 2, 3, 4 and 5 must be constructed in accordance with the road cross-sections on page 5 of the MCP stamped "received January 5, 1996."

8. A minimum 25-foot-wide undisturbed buffer must be provided along the west jurisdictional wetland line.

9. The storm water management systems in Development Areas 2, 3, 4 and 5, and the golf course areas adjacent to the mangrove wetlands must be designed so that the storm water discharge rate will be approximately 70 percent of the calculated permittable run-off rate in accordance with SFWMD requirements.

10. The developer must hook-up to public water and sewer services when services are constructed and available within one-quarter mile of the subject property. The temporary on-site sewage treatment plant must be dismantled within six months of public sewer service availability to the entire site.

11. The sewage treatment plant parcel may be redeveloped with residential uses in accordance with the approved property development regulations. Access to and development of the parcel must be reviewed in accordance with Condition 2.

Hurricane Mitigation Conditions

12. The Developer must notify all purchasers of real property within the development of the potential for storm surge flooding. The restrictive covenants should include the Base Flood Elevation, according to the National Weather Services' storm surge model "SLOSH" and the National Flood Insurance Program, and notify potential owners that the first habitable floor of all structures must be constructed above that elevation.

13. The Property Owner's Association must host an educational seminar, and will be responsible for obtaining the site for the seminar and for providing the invitations to the homeowners. The time will be coordinated with the Lee County Emergency Management staff, who will provide the education and information at the seminar and will advise the owners of the risks of natural hazards and the action they should take to mitigate the inherent dangers.

14. The Developer must develop a Hurricane Evacuation Plan for the RPD. The Plan shall address: a) operational procedures for the warning and notification of all residents and visitors prior to and during a hurricane watch and warning period; b) the educational program; c) hurricane evacuation; d) the method of advising residents and visitors of hurricane shelter alternatives including hotels and public hurricane shelter locations; e) identification of the person(s) responsible for implementing the Plan; and f) how the private security force will be integrated with the local Sheriff's personnel and the Division of Public Safety. The Plan will be developed in coordination with the Lee County Emergency Management officials.

15. The Developer, and any successor landowner, will pay any All Hazards Tax properly levied by Lee County to provide for shelter space, upgrades to shelters, and to address other natural disasters.

16. The Developer must comply with all duly adopted ordinances which address hurricane preparedness and all duly adopted Hurricane Shelter Impact Fee Ordinances in effect at the time of building permits or local Development Order approval, whichever is the operative time under the Ordinance.

17. Prior to a Certificate of Compliance of the first multi-family building, the developer must provide one of the following options:

a. 8.940 square feet of shelter space on site in either the clubhouse building or among the multi-family structures as a "refuge of last resort"; or

b. hurricane shuttering at a school or other designated public shelter to provide an additional 8940 square feet of shelter area; or

c. an emergency electrical generator for a school or other designated shelter off-site, with capacity to serve a minimum of 8900 square feet of shelter space.

Fire and Emergency Medical Conditions

18. A helistop must be provided on-site. The location and specifications must be reviewed and approved by Lee County Division of Zoning and Development Services and Emergency Management. The developer must provide a helistop at the same time the clubhouse/golf practice area is constructed.

19. Subject to a final determination of need by the Director of Zoning and Development Services, in consultation with the Estero Fire District, an emergency access may be required. The location would be determined prior to approval of the first development order.

20. All buildings over three stories must install an approved total coverage automatic fire sprinkler system.

21. A 20-foot-wide stabilized fire lane must be provided on at least two sides of all multi-family buildings over three stories in height.

22. All multi-family buildings over three stories must provide pressurized escape stairs unless an alternative is approved by the Estero Fire District and Lee County Codes and Building Services.

23. All 20-story or 220-foot-high buildings must install an emergency communication system internal to the building unless an alternative is approved by the Estero Fire District and Lee County Codes and Building Services.

24. The developer must comply with all impact fee requirements in place at time of building permit approval.

25. Prior to the issuance of a local Development Order, the Developer must apply for and obtain an archaeological Certificate to Dig.

26. This zoning approval does not address the mitigation of the project's pedestrian and vehicular traffic impacts. Additional conditions may be required at the time of issuance of a local Development Order per the Lee County LDC or other Lee County Ordinance.

27. Approval of this rezoning does not give the Developer the undeniable right to receive a local Development Order approval that exceeds the Year 2010 Overlay use allocation, if such allocation exists, for the applicable district.

28. This development must comply with all requirements of the Lee County LDC at the time of local Development Order approval, except as may be granted by deviation as part of this pianned development.

Environmental Conditions

29. As part of the submittal documents, and prior to approval, for any Estero Pointe Development Orders for pods 6, 7, 9, 9A and 10, the developer must comply with the requirements set forth in the document titled "Estero Pointe Proposal to Address Concerns with Lot Lines in Conservation/Preservation Areas," dated 12/20/95 (cover memo from Russell Schropp to George Parker and Rick Joyce, dated 12/22/95). The conservation easement must be provided at time of final plat approval. This approval is further limited to an allowance of one boardwalk per two single-family lots abutting Halfway Creek.

30. Prior to any local Development Order approval for any phase of the development which contains Florida coontie or Curtiss milkweed, a detailed management plan indicating the preserve areas, relocation areas and propagation areas must be submitted for review and approved by Lee County. Provisions of this plan must include all requirements of LDC Section 10-474.

31. Prior to any local Development Order approval, a detailed management plan for tri-colored herons, meeting the requirements of LDC Section 10-474, must be submitted for review and approval by Lee County.

32. Prior to local Development Order approval for any portion of the property which contains, or will contain through relocation, gopher tortoises, a detailed management plan for gopher tortoises, meeting the requirements of LDC Section 10-474 and/or 10-475, must be submitted for review and approval by Lee County. If the Florida Game and Fresh Water Fish Commission issues an incidental take permit, the developer must implement a bucket trapping or excavation program to protect, from entombment or other harm, the tortoises and commensal species found through implementation of the protection program. Displaced tortoises must be moved to appropriate preservation areas on site.

33. The developer and their successors in interest must maintain all areas shown on the Master Concept Plan (MCP) as "Preservation Area &

Listed Species Relocation Area" as preservation areas allowing only management activities associated with the protection of the area as native vegetation preserve and listed species habitat. Preserve Area #13 has been promoted as a wildlife corridor across the site. The developers and their successors in interest must take appropriate measures to protect wildlife from injury or death from traffic on the two roads which pass through this area.

These protective measures should include, but are not limited to: culverts under the roads large enough to let small to medium size animals pass through; fencing to direct animals to culvert crossings; appropriate signs identifying the area as wildlife preserve; and lower speed limits through the preserve area. A plan which meets these requirements must be approved by Lee County prior to a local Development Order approval for roadways through Area #13.

34. Prior to local Development Order approval, the developer must submit a final Eagle Management **Plan**, approved by the U.S. Fish and Wildlife Service, to Lee County. It is strongly encouraged that this plan be presented to the Lee County Eagle Technical Advisory Committee (STAC) for their input and suggestions.

B. DEVIATIONS:

DEVIATION (1) requests relief from LDC Sections 10-253, **14-298** and **34-1574** which prohibit **or** restrict alteration or development within Resource Protection Areas (RPA), to permit (as shown on the MCP):

a. Construction of recreational boardwalks and cart paths through RPA areas to access golf holes both by pedestrians and golf carts.

b. Construction over various TZ and RPA areas to facilitate construction of a golf course.

c. Construction over various TZ and RPA areas to facilitate construction of residential development.

d. Construction of a road access to upland island for construction of multi-family tract.

e. Construction of a road access to the project site.

DEVIATION (1) (D-1) is hereby APPROVED subject to compliance with the following CONDITIONS:

a. Impacts are limited to a maximum of **8.79** acres of County jurisdictional wetlands. These impacts are as follows: 6.97 acres fill, 0.14 acres excavation, and 1.68 acres trimming. ***An*** approved wetland mitigation plan from the South Florida Water Management District must be submitted prior to local Development Order approval for any phase of development which contemplates wetland impacts. This mitigation will be considered part of the mitigation for Lee County and will be enforceable by the Division of Environmental Sciences (DES).

b. At a minimum Lee County's approval of the requested wetland impacts requires removal and maintenance of invasive exotic vegetation [(as defined in LDC Section **10-413(f)**] for the entire Estero Pointe RPD, and enhancement, restoration and creation of one acre wetland for each one acre of fill/ excavation impact (1:1 ratio). Areas which are trimmed must be mitigated at a ratio of one-half acre creation, enhancement or restoration for each one acre impact **(1/2:1)**.

c. No mangrove trimming or removal (except in cases of public safety) is permitted outside the areas of proposed impacts. This provision is considered part of the approved wetland mitigation plan for Lee county.

d. All mitigation requirements must be clearly indicated on the local Development Order plans and be inspected by Lee County staff prior to issuance of a Certificate of Compliance (CC) for any applicable Development Order.

DEVIATION (2), requesting relief from LDC Section 10-296, Table 4(7)(C) which requires that wearing surfaces for local and access road for Class A development shall be 1-1/2 inch asphaltic concrete of Florida Department of Transportation Type S-1, to allow for decorative pavers within the privately maintained internal roadways, is hereby APPROVED with the CONDITION that, prior to local Development Order approval, the developer demonstrate that the decorative pavers have the structural equivalency of the required standard pavement and that the approval be limited to privately maintained streets.

DEVIATION (3) was WITHDRAWN by the applicant.

DEVIATION (4), requesting relief from LDC Section 10-329(E)(3) which requires the maximum retention depth for excavation be 12 feet, to allow a maximum excavation depth of 20 feet without any penetration through impervious soil or rock layer which presently prohibits intermingling or various watery strata, is hereby APPROVED subject to compliance with the following CONDITIONS:

a. Lake depths for a maximum of 20 feet or the confining layer, whichever occurs first, are approved subject to the adoption and implementation of the "Estero Pointe Management Program for Lakes Excavated Greater than 12 Feet," Zoning counter date stamped 12/13/95.

b. Prior to local Development Order approval for any area that contains lakes with depths greater than 12 feet, an additional section of the management plan defining stratification and related lake problems must be submitted for review and approval by Lee County staff.

DEVIATION (5), requesting relief from LDC Section **10-329(E)(4)** which requires that excavation bank slopes be no greater than 4:1, to permit 40 percent of the lake banks to utilize vertical bulkheads, is hereby APPROVED subject to the following CONDITIONS:

a. Lake bottom slope, at the toe of any bulkhead, may be no greater than 4:1.

b. Bulkheads are subject to Lee County structural building permits.

DEVIATION (6), requesting relief from LDC Section 10-413(B)(2) which requires that residential developments provide 40 percent open space for large developments (50 percent of which shall be indigenous plants for large developments), to allow the open space table provided, is hereby APPROVED subject to the following CONDITIONS [see additional open space conditions for Deviation (9)]:

a. A minimum total of 76 percent open space and a minimum total of 57 percent indigenous open space must be provided.

b. Prior to local Development Order approval, the exact location of the 21.8 acres of indigenous preservation within the golf course rough must be shown on plans for the golf course.

DEVIATION (7), requesting relief from LDC Section 10-414, which requires that no portion of a buffer area that consists of trees and shrubs be located in any easement, to allow planted buffers in easements, is hereby APPROVED subject to the CONDITION that if any required buffer or landscape strip vegetation which has been planted within an easement has to be removed, then the property owner must replace those plantings with like size and species at no cost to Lee County.

DEVIATION (8) was WITHDRAWN by the Applicant.

DEVIATION (9), requesting relief from LDC Section 34-935(f)(3)(a) which limits the height of buildings in the RPD zoning category within the Outlying Suburban land use category to 45 feet, to allow 20 stories over parking for development Areas 2, 3, 4 and 5, is hereby APPROVED subject to the following CONDITIONS:

a. Development Area 2 is limited to a maximum height of 75 feet.

b. Development Areas 3, 4. and 5 are limited to a maximum building height of 220 feet and are further limited to a maximum combined total of six multi-family buildings with a maximum total of 630 dwelling units.

c. Development Areas 3 and 4 must provide a minimum of 35 percent open space.

d. Development Area 5 is limited to one multi-family building and must provide a minimum of 60 percent open space.

e. Ninety percent of the required parking in multi-family Development Areas 3, 4, and 5 must be provided under the principal building structure to limit the impacts of impervious areas created by open parking lots.

f. All buildings over 45 feet in height must be set back an additional one-half foot for every foot of height over 45 feet along the external development perimeter.

DEVIATION (10) was WITHDRAWN by the Applicant

DEVIATION (11), requesting relief from the LDC to allow the property development regulations for Estero Pointe RPD, is hereby APPROVED subject to the CONDITION that development of the permitted uses must be in accordance with the "Property Development Table for Estero Pointe," stamped received January 5, 1996 and as further limited in the conditions of approval.

DEVIATION (12), requesting relief from LDC Section 10-414(f) which requires that a 25-foot-wide buffer landward from the mean high water line of all non-seawalled natural waterways be provided to allow construction of a boat ramp, fishing/observation pier, three gazebos and two canoe launches on the Estero River, and boardwalks and other crossings on Halfway Creek, is hereby APPROVED subject to the following CONDITIONS:

a. Water management berms are prohibited within the 25-foot-wide buffer area. Other water management structures are approved subject to their impacts being limited to the minimum necessary to meet permitting requirements of the South Florida Water Management District.

b. Gazebos are only approved on land locations within areas selected to avoid impacts to the greatest number of native trees and plants. Size is limited to 250 square feet. The gazebos must be constructed in a generally square or octagonal design. A maximum of two gazebos are approved.

c. Two canoe launch areas are approved. One of the canoe launch areas must be located as near as appropriate to the boat ramp to avoid additional impacts. Storage of canoes must be outside of the 25-foot-wide buffer area. Each canoe launch area is limited to a width of 25 feet along the Estero River.

d. One power boat ramp is approved with a maximum of two temporary mooring slips.

e. As part of the power boat ramp mooring facility, an observation boardwalk structure may be constructed at a length not to exceed 30 feet from the shoreline for the total structure.

f. The power boat ramp facility must be designed to include a swale, exfiltration trench, or other engineering device to prevent bilge water and associated untreated parking lot run-off from flowing down the boat ramp and into the Estero River. The design must be approved as part of the building permit or local Development Order review for the boat ramp facility.

g. The boat ramp, temporary mooring/observation boardwalk, single family boardwalks, cart crossings, and canoe launches are subject to all permitting requirements of LDC Chapter 26.

h. Gazebos, canoe launches and power boat ramp facilities are prohibited along Halfway Creek.

i. A maximum of one boardwalk for each two single family lots is permitted on Halfway Creek. Boardwalks are prohibited on the Estero River, except as conditioned in g. above.

DEVIATION (13), requesting relief from the connection separation requirements of LDC Section 10-285(a), Table 2, to allow the connection separation as shown on the "modified roundabout" on the Master Concept Plan, is hereby APPROVED subject to the CONDITION that appropriate traffic signage be provided and the rotary intersection design be reviewed and approved by Lee County staff at time of local Development Order application.

IV. HEARING EXAMINER DISCUSSION:

This is a request to rezone 864± acres of undeveloped, wooded lands lying at the end of Williams Road in Estero for development of 1,121 single-family and multi-family dwelling units with certain residential and commercial "amenities." The current zoning on the property is AG-2, C-2, CS-1 and RM-2; the requested zoning is RPD (Residential Planned Development).

The subject property is bounded on the north by the Estero River, the west by mangrove/tidal wetlands of Estero Bay, the south by multi-family residential and preservation areas within the Pelican Landing DRI, and on the east by the recently approved River Ridge RPD and scattered residential development and landscape nurseries zoned AG-2. The eastern portion of the site is bisected by Halfway Creek, which meanders south to north, where it flows into the Estero River. Halfway Creek ranges in size from a shallow, narrow stream at the south end to a wide "river" at the north end.

Of the 864± acres, approximately 466.1 acres are uplands, some of which qualify as "rare and unique," and 397.8 acres are mangrove (tidally influenced), seasonal and marsh wetlands. Approximately 400 acres have been used for cattle grazing, which resulted in the removal of much of the vegetation. Most of the internal wetlands have been inundated with melaleuca and other exotic vegetation, which must be removed under the Land Development Code (LDC). The mangrove wetlands along the west boundary (Estero Bay) are zoned AG-2, but cannot be developed under Lee County and state regulations. However, there are some small upland areas scattered throughout the mangrove fringe, which might be developable.

The subject property's elevations range from two to ten feet above mean sea level. As the majority of the subject property falls within the A-Zone of the Federal Flood Insurance Rate Map, FEMA regulations require the first habitable floor to be built above the base flood elevation (about 11 feet above mean sea level). In addition, the Estero riverfront and Halfway Creek areas are designated "flood plain," and are subject to tidal flooding as well as freshwater flooding in cases of excessive rainfall (i.e., from hurricanes).

Applicant proposes to develop a gated residential, golf course community having 1,121 mixed dwelling units, an 18-hole golf course, a clubhouse and golf practice "complex," two riverfront recreational areas, a maintenance facility and an on-site sewage treatment plant. The dwelling units will be comprised of zero-lot-line, semi-detached, estate and courtyard units,

and townhouse units in thirteen 3-story/45-foot-high buildings, along with one mid-rise residential building (7-story/75 feet), and six high-rise residential buildings (20 stories over parking/220 feet).

Applicant's MCP depicts the thirteen 3-story buildings scattered around the golf course and preserve areas predominantly on the east and north portions of the property. The 7-story building is proposed for location in the northwest portion of the subject property about 350 feet south of Estero River and 1,100 feet from the single-family dwelling units on the north side of the Estero River. The six 20-story buildings are located in three development areas along the westerly mangrove fringe, and fall from 2,880 to 4,080 feet away from the waters of Estero Bay. In addition, the 20-story buildings in Area 3 (the area closest to the Estero River) will be approximately 3,170 feet from the residences on the north side of the Estero River. (Applicant's Exhibits 10, 54 and 56.c)

Applicant plans to provide two riverfront recreational areas, totaling about 11 acres. As shown on Applicant's Master Concept Plan (MCP), the first such area will contain a 2,500-square-foot restaurant set back about 75 feet from the river, passive recreational uses (i.e., nature/jogging trails), a boat ramp and canoe launch area, and gazebos. The second recreational area is designed as a park with passive recreational uses, a canoe launch and one gazebo. The balance of the river frontage will be preserved in a 25-foot-wide natural buffer. There will be no individual docks on the Estero River, and only a limited number of boardwalk/docks along Halfway Creek, but no boats are allowed on Halfway Creek.

Species surveys of the subject property revealed the presence of gopher tortoises, Florida coontie and Curtiss milkweed, all of which require protection/preservation, or limit development in the areas where they are found. Applicant will preserve about 67.4 acres of gopher tortoise habitat throughout the site for relocation of this species, with the bulk of those lands being in the central 26.3-acre upland conservation areas forming part of the 70-acre wildlife corridor. (Applicant's Exhibit 29) The wildlife corridor "connects" the upland conservation areas and the Halfway Creek conservation areas with the Estero Bay mangrove wetlands. Approximately one-half (140) of the Curtiss milkweed plants will be also preserved in, or relocated to, the central upland conservation areas, and about one-half (135) of them will be removed. (Applicant's Exhibit 28)

A Southern Bald Eagle was identified in the Pelican Landing 78-acre Eco-Park to the south. The primary and secondary protection zones required by the U.S. Fish and Wildlife Service intrude into the south portion of the subject property. Only low intensity uses can be located in these protection zones, so Applicant has designed it for the maintenance area, the sewage treatment plant, a portion of the golf course and separate upland conservation areas, and some single-family residential units.

Applicant's site design also provides 76 percent open space (overall) on the site, which includes the 25-foot-wide indigenous buffer along the west wetland line and the Estero River frontage, the conservation areas on both sides of Halfway Creek, the golf course, the wildlife corridor and upland preservation areas, and numerous isolated wetland areas. Although the Lee

County LDC requires provision of only 345 acres of open space, Applicant has committed to providing about 657 acres - a 90 percent increase over that required. In addition, given the size of the subject property, the LDC requires the preservation of only 173 acres of indigenous vegetation; again, Applicant has committed to preserving about 484 acres of indigenous vegetation - an 185 percent increase over what was required. (Applicant's Exhibit 12)

Applicant's plan was designed to have as little impervious surface as possible. This included using paver blocks instead of the customary asphalt pavement on the internal roadways, more vertical, instead of horizontal, development, and parking inside the multi-story buildings. The choice of vertical development allowed them to group/cluster the buildings, thereby, allowing preservation/conservation of the surrounding lands. Parking within the multi-story buildings, instead of outside around the base of the building(s), will result in more open space and indigenous vegetation preservation.

The Estero Bay and the Estero River have been designated by the Florida Legislature as "Outstanding Florida Waters", and all development adjacent to these water bodies must handle their stormwater run-off and site maintenance in a manner that does not result in the degradation of these waters. Since this site's stormwater run-off ultimately reaches those waters, Applicant's plan has provided certain measures to increase the quality of the site's discharged waters/run-off. These include: a) providing a swale or exfiltration trench at the boat ramp, which will keep bilge water and associated untreated parking lot run-off from flowing into the river; b) locating the parking lots beneath the multi-story buildings, thereby reducing the amount of oils and other chemicals getting into the stormwater run-off, and the amount of "treatment" needed before the run-off can be discharged off-site; c) locating the lowest density/intensity uses (large lot, single-family units) on either side of Halfway Creek, which reduces the amount and type of contaminants that could get into the Creek's waters; and d) designing the stormwater management system to have eleven separate outfall areas into the mangrove fringe on the property's west side, thereby mimicking the natural discharge and reducing the concentration of "contaminants" and foreign matter released into each area.

In their review of this rezoning request, Staff was initially concerned about hurricane evacuation impacts and mitigation. Their analysis determined that this development would add 48 minutes to the current hurricane evacuation time for the West Estero zone, and generate a need for about 8,960 square feet of additional shelter space. Staff's concerns formed the basis for the recommended Conditions 12 through 17, which exceed somewhat the requirements for mitigation set out in the Lee Plan. They imposed these "extra" conditions because Applicant's MCP had only one access point, which they believed complicated evacuation needs. Staff found that Applicant's compliance with those conditions would adequately address their concerns and would alleviate the potential adverse impacts.

Staff was also concerned about such other things as: adequate access and internal street designs; the surface water management systems adjacent to resource protection areas; the proposed riverfront uses; the single-family lots extending into preservation areas and potential development in the eagle buffer zones; indigenous upland preservation and wetlands impacts;

and the visual impacts of the proposed 7- and 20-story buildings. Their concerns were alleviated by Applicant's revisions of the MCP, or Applicant's commitment to comply with certain conditions set out in the Staff Report.

Staff recommended approval of the requested rezoning, with the revisions and concessions made by Applicant and the imposition of certain conditions on the development. They found that the plan of development, as conditioned, would be consistent with the intent and provisions of the Lee Plan and the Land Development Code. They also found that the proposed plan of development would protect/preserve the listed flora and fauna species on the site, as well as the critical environmental areas and natural resources, including the water quality of Estero Bay and Estero River. It was Staff's opinion that the proposed development would be compatible with the adjacent existing, or planned uses, would not adversely impact the surrounding road network or other facilities or services, and would not be contrary to the public health, safety or welfare.

Staff also recommended approval, with conditions, of Deviations (1), (2), (4), (5), (6), (7), (9), (11), (12), and (13). Deviations (3), (8), and (10) were withdrawn by Applicant before the public hearing. The approved deviations relate to minimal wetlands impacts, private streets with decorative pavers, maximum lake depth, lake bank slopes and bulkheads, vegetative plantings in an easement, maximum building heights, special development regulations, impacts to the 25-foot-wide buffer along the natural waterbodies, and intersection/connection separation requirements.

The undersigned Hearing Examiner concurs with Staff's analysis, findings, and recommendation of approval, with conditions, of the proposed RPD and the deviations. The Hearing Examiner finds that the request, ***as*** conditioned, meets the criteria for approval set out in Sections **34-145** and 34-377, Land Development Code, and is consistent with the intent and provisions of the Lee Plan and the Land Development Code.

The Hearing Examiner specifically finds that the large amount of open space and indigenous vegetation preservation adequately protects the natural resources and other environmentally critical areas, as well as the listed flora and fauna. It is the opinion of the Hearing Examiner that the restricted access and use of the banks of Halfway Creek and the Estero River will help preserve the existing water quality in those natural waterbodies.

Although initially concerned about the increased hurricane evacuation time and the need for additional shelter space in the West Estero zone, the Hearing Examiner finds that Conditions 12 through 17 are consistent with the hurricane impact (evacuation and shelter) conditions imposed in the River Run RPD (93-08-03-DCI-02), the River Ridge RPD (95-04-109.032), and the Pelican Landins DRI (94-04-05-DRI-01), all having development plans comparable to those proposed herein. Given these precedents, it is the Hearing Examiner's opinion that the proposed plan of development, as conditioned, is consistent with the hurricane provisions of the Lee Plan, and the Board of County Commissioners' changing policies regarding hurricane evacuation and a developer's provision of shelter space.

Several objections were made by nearby property owners about the visibility of the 20-story buildings, and the number and type of dwelling units being located close to the Estero Bay. The undersigned Hearing Examiner finds that identical issues were addressed by the Board of County **Commissioners** in the Pelican Landins DRI rezoning in 1994, and that its approval establishes the precedent for the recommendation of approval in this case.

The Hearing Examiner also finds that, given the precedent established in the Pelican Landing DRI approval, the proposed uses, as conditioned, are appropriate for the area, and will not cause detriment or injury to the surrounding property owners or to the public's health, safety or welfare. In addition, it is the Hearing Examiner's opinion that the conditions recommended herein, in conjunction with other local, state and federal regulations governing the use and development of this site, will adequately protect the public health, safety and welfare. It is also the opinion of the undersigned Hearing Examiner that the conditions imposed herein are reasonably related to the impacts anticipated to result from or be caused by the proposed development.

The undersigned Hearing Examiner believes that Applicant's proposed plan of development for the RM-2 zoned parcel, which is located right on the Estero River, is preferable to the amount and kind of development that would be permitted, without hearing, under the existing RM-2 zoning district. **As** noted in the hearing and Staff Report, given the RM-2 zoning, Applicant would be allowed to build high-rise multi-family buildings (with a density of 6 units per acre) on that parcel, which could have a definite detrimental effect on the visual aesthetics of the nearby property owners, as well as on the waters of the Estero River and, ultimately, Estero Bay.

V. FINDINGS AND CONCLUSIONS:

Based upon the Staff Report, the testimony and exhibits presented in connection with this matter, the undersigned Hearing Examiner makes the following findings and conclusions:

A. That the recent approvals of the River Ridge RPD and the Pelican Landing DRI, as well as other rezoning approvals in the vicinity of the subject property, make approval of the RPD zoning, as conditioned, appropriate.

B. That the RPD zoning, as conditioned, will not have an adverse impact on the intent of the Land Development Code or the Lee Plan.

C. That the RPD zoning, as conditioned, proposes an overall density of 1.29 dwelling units per acre, which is consistent with the goals, objectives, policies, and intent of the Lee Plan, and the densities, intensities and general uses set forth in the Lee Plan.

D. That the RPD zoning, as conditioned, meets or exceeds all performance and locational standards set forth for the proposed uses, which are appropriate for the subject property, given the surrounding uses and approvals, and environmentally sensitive nature of approximately one-half of the site's lands.

E. That private facilities and/or urban services, as defined in the Lee Plan, will be available and adequate to serve the proposed development when it begins generating the need for such services.

F. That the Halfway Creek, Estero River and Estero Bay have been designated "Outstanding Florida Waters" by the Florida Legislature, and are environmentally sensitive, critical water bodies, which must be protected from degradation.

G. That Applicant's MCP, as conditioned, will protect, preserve or otherwise conserve the site's environmentally sensitive/critical areas including the "Rare and Unique" uplands, the mangrove and other wetlands, the listed flora and fauna found to inhabit the site, as well as the waters of Halfway Creek, Estero River and Estero Bay.

H. That the RPD zoning, as conditioned, will be compatible with existing or planned uses, and will not cause damage, hazard; nuisance or other detriment to persons or property.

I. That the RPD zoning, as conditioned, does not place an undue burden upon existing transportation facilities, or other services and facilities, and will be served by streets with the capacity to carry the traffic generated by this development.

J. That the proposed uses will comply with all applicable general zoning provisions and supplemental regulations pertaining to the uses, as set forth in the Land Development Code, as well as all other state and federal regulations.

K. That the conditions are reasonably related to the impacts on the public's interest created by or expected from the proposed development, and those conditions, in conjunction with other local, state and federal regulations, will adequately safeguard the public's interest.

L. That each approved deviation, as conditioned, enhances the achievement of the objectives of the planned development and promotes the protection of the public health, safety and welfare.

VI. LIST OF EXHIBITS:

Zoning Maps of subject property (3 color)

Master Concept Plan (submitted with application)

STAFF'S EXHIBITS

Resumes of Lee County staff are on file with the Hearing Examiner's Office and are incorporated herein.

1 Revised Conditions (1/14/96)

APPLICANT'S EXHIBITS

Resumes of Applicant's consultants are on file with the Hearing Examiner's Office and are incorporated herein.

1 Site Plan (board)

2 Aerial Photograph (board)

3 Resume - Luis Balerdi

4 Site Plan (color/artist's rendering) (board)

5 Resume - L. Alfredo Rodriguez-Walling

6 River Park Site Plan (board)

7 Master Concept Plan (board)

8 Aerial Photograph (blue line) (board)

9 Land Use Designations (color) (board)

10 Aerial Photograph (black line) (board)

11 Buildings Allowed - RM-2 Zoning (board)

12 Open Space Chart (board)

13 Zoning and Lee Plan Compatibility Analysis for Estero Pointe RPD, January 1996, prepared by Johnson Engineering

14 Resumé - Forrest H. Banks

15 Site Plan - Wastewater, Sewer Treatment Plant and Collector Road (board)

16 Typical Road Section (graphic/board)

17 Photograph of Site from Mound Key (board)

18 Line of Sight Analysis (graphic/board)

19.a through 19.f Topographic Site Plan - Skyline Renderings (5) and Location Map of Renderings (graphic/board)

20.a & 20.b Skyline Renderings/Drawings (20.a./folded exhibit) (20.b/board exhibit)

21 Resume - William David Key, Jr.

22 Quadrant Map (board)

23 Wetland Buffer/Vegetation Map (color/board)

24 FLUCCS Map (board)

25 Aerial - Verified Wetland Lines (board)

26 Wetland Impacts (graphics/board)

21 Mitigation Plan (board)

28 Curtiss Milkweed Location Map (board)

29 Gopher Tortoise Habitat (board)

30 Resume - James R. Newman

31 Aerial - Eagle Nest (board)

32 Resume - David Walter Hall

33 Resume - Andrew D. Tilton

34 Conceptual Water Management Plan (board)

35 Cross-section of Site water management (board)

36 Excerpt from Chapter 40(e)-4, F.A.C. (board)

37 Parking and Open Space Comparison (board)

38 Resume - Thomas H. Fraser

39 Resume - John M. Garbade

40 Water Contour Map (board)

41.a and 41.b Cross-Section Water Table/Aquifers (board)

42 Mid-Hawthorne Aquifer Map (board)

43 Resume - Mark J. Gillis

44 Excerpt from Lee Plan - Objective 79.1 (board)

45 Definitions of Clearance/Evacuation Times (board)

46 Hurricane Evacuation Times (board)

41 Resume - Stephanie Keyes

48 Hurricane Evacuation Times (board)

49 Hurricane Mitigation (board)

50 Photograph - Estero River (board)

51 Evacuation Zones - Estero West (board)

52 Site Plan (color graphic) (board)

53 Existing Zoning Map (board)

54 Aerial Photograph - Distances Between 20-story Buildings & Bay (color) (board)

55 Preservation/Mitigation Chart (board)

56.a through 56.c Miscellaneous Aerial Photographs (boards)

57 Order of Presentation (2 duplicate boards)

PUBLIC EXHIBITS:

1 (Foxall) Letters/Statements of Damien Lin [see Section VIII. Letter B.3/Against] and Stephanie Woodworth

2 (Sahdev, Inc.) Letter from G. Kent Hudgins, to Hearing Examiner, dated 1/19/96, re: Estero Property Rezoning [see Section VIII. Letter B.1/For]

3 (Peterson) Letter from Ellen W. Peterson, to Hearing Examiner, dated 1/23/96. re: hearing of variances requested for Estero Pointe development [see Section VIII. Letter A.5/Against]

VII. PRESENTATION SUMMARY:

SEE HEARING EXAMINER EXHIBIT "A" - OFFICIAL COURT REPORTER TRANSCRIPTS.

(Available for viewing or copying at the Office of the Hearing Examiner, the Division of Zoning and Development Services, or the Bonita Springs Library.)

VIII. OTHER PARTICIPANTS *AND* SUBMITTALS:

ADDITIONAL PROPERTY OWNERS:

1. Thomas & Alice ATKINSON, Rt. 3, Box 180, Bradford, FL 32008

2. Timothy G. HAINS, Tr., 3174 E. Tamiami Trl., Naples, FL 33962

3. Walter W. WHISLER, Jr., Tr., 1211 Chesnut, Wilmette, FL 60091

4. John S. CROSBY, Est., c/o J. G. CROSBY, Exec., 5210 Villa Way, Apt. 348, Edina, MN 55436

5. Robert SKEBE, Tr., 28421 Winthrop Cir., Bonita Springs, FL 33923

6. John W. HARRINGTON, et al, 15769 Candle Dr., Ft. Myers, FL 33908

7. Willis A. & Beverly J. RICH, 5121 Westminster Dr., Ft. Myers, FL 33919

8. Alice HENSE, 3027 Windchime, Apopka, FL 32703

9. Peter D. CRAIG, 7139 Columbus Cir., Ft. Myers, FL 33908

10. Florence Turner VENESS, c/o George W. VENESS, 2525 Wellington Ct. #301, Evanston, IL 60201

11. J. & Theresa A. LOFRANCO, 1885 Lafayette, Portsmouth, NH 03801

12. C. Vicki CUDDY, 642 Beautyview Ct., Columbus, OH 43214

13. John C. LAWYER, 1616 Grant St., Portsmouth, OH 45662

14. Robert & Sandra HARBRECHT and Stephen & Linda CHUBB, 247 Greenbrier Ct., Worthington, OH 43085

15. Jack R. SIMS, c/o Timothy G. HAINS, 3174 E. Tamiami Trl., Naples, FL 33962 (Same address as #2 above)

16. Barbara WELLS, c/o Mrs. Jack FLORY, 12271 S.E. 47th Ave., Bellview, FL 32620

17. Norma Jean BOYCE, 4651 Williams Rd., Estero, FL 33928

18. ESTERO POINTE DEVELOPMENT CORP., a Wholly Owned subsidiary of Atlantic Gulf Communities Corp., a Florida corporation, 2601 S. Bayshore Dr., Miami, FL 33133 (Same address as Applicant's above)

19. Bruce D. ROBERTSON, Tr., 17980 San Carlos Blvd., Ft. Myers, FL 33931

ADDITIONAL APPLICANT'S REPRESENTATIVES:

1. Luis BALERDI, Planner, and Alfredo WALLING, Architect, Atlantic Gulf Communities Corp., 2601 South Bayshore Dr., Miami, FL 33133

2. Forrest BANKS, Andrew TILTON, Pat NEWTON, and David KEY, c/o Johnson Engineering, Inc., P.O. Box 1550, Ft. Myers, FL 33902-1550

3. Stephanie KEYES, AICP, 7904 Eagle's Flight Ln., Ft. Myers, FL 33912-1871

4. Mark J. GILLIS, AICP, Senior Vice President, David Plummer & Associates, Inc., 1531 Hendry St., Ft. Myers, FL 33901

5. Tom FRASER, Ph.D., W. Dexter Bender & Associates, 2052 Virginia Ave., Ft. Myers, FL 33901

6. James R. *NEWMAN*, Ph.D., and David W. HALL,, Ph.D., KBN Engineering and Applied Sciences, no address provided

7. Jack GARBADE, P.G., Atlanta Testing & Engineering, no address provided

ADDITIONAL COUNTY STAFF:

1. Joseph M. MADDEN, Jr., Assistant County Attorney, Lee County, P.O. BOX 398, Ft. Myers, FL 33902-0398

2. George PARKER and Anne CLINE, Division of Environmental Sciences, Lee County, P.O. BOX 398, Ft. Myers, FL 33902-0398

PUBLIC PARTICIPATION:

A. THE FOLLOWING PERSONS TESTIFIED OR SUBMITTED EVIDENCE FOR THE RECORD AT THE HEARING (SEE SECTION VII.):

For:

1. Bruce SICILIANO, AICP, Flag Management Company (Sahdev, Inc.), N. Ft. Myers, FL 33903 (incomplete address provided)
Comment Card: On behalf of Sahdev, Inc., owner of approximately 1,300 acres contiguous to north. Support approval. Letter of support forwarded under separate cover. [see Letter B.1/For, below]

2. Katherine GREEN, WCI Communities, 24820 Burnt Pine Dr., Bonita Springs, FL 33923

Against:

1. Reginald C. McNEILL, 20600 Park Pl., Estero, FL 33928

2. AM W. HAUCK, 24910 Goldcrest Dr., Bonita Springs, FL 33923
Comment Card: 1) Area is incompatible with and inconsistent in building heights and density with surrounding area. 2) The area is a greenway, is on the Estero Bay and River. This area is protected as an Outstanding Aquatic Preserve and OFW. The proposed development is illegal under these designations. 3) Water is a critical issue when the total amount of new development in Bonita Springs is taken into consideration.

3. Roy W. FOXALL, Esquire, 12730 New Brittany Blvd., #412, Ft. Myers, FL 33907
Comment Card: Representing Elizabeth Whalen, Dr. Damien Lin, Daniel & Sheila Griffin, and Stephanie Woodworth.

4. Richard F. ZEOLI, 20055 Wolfel Trl., Estero, FL 33928
Form Letter: I am a resident of the Estero Area. I respectfully request that I be listed as a party of record in opposition to the above rezoning application by Atlantic Gulf Communities for Estero Pointe.
With additional comments: 1) Fire Safety: Available fire equipment generally reaches only two to three stories. These six monster buildings, each over 200 feet, could be a major hazard. Reducing the number of floors reduces the hazard. [Fire retardant materials.] 2) Incompatibility: Clearly no compatibility. It's another "concrete canyon" similar to Ft. Lauderdale's Gault Ocean Mile. 3) Water Impact: Removing 864 acres from

water retention area greatly increases road run-off, pollution, and flooding. Water restrictions exist now. 4) Scenic Blockade: Concrete barrier results - no sand, water, trees seen. 5) Open Land Burning: Adds air pollution, threatens personal health.

5. Ellen PETERSON, P. O. Box 345, Estero, FL 33928
Letter 1/23/96 [see Public Exhibit 31: I would like to make a matter of record my objections in general to the large number of variances being recommended. Such numbers make a travesty of our land use plan and zoning regulations.

Of particular concern is the depth of the lakes being permitted to exceed the depth of 12 feet. This will most certainly penetrate the cap rock with adverse effects on the water table which will allow and even encourage salt water intrusion. This is an unnecessary variation which will only allow the digging of fill to cover the wetlands which should not (be) violated. If the developer will be allowed to fill wetlands at least he should be required to purchase the fill. In addition it is a well known fact that a majority of recently dug lakes in the area were dredged to over 30 feet. Easily check for verification with the use of a **plumb** line.

The littoral shelf being left for wading birds is woefully inadequate unless we are going to find some birds with 4-foot (long) legs. Maybe a flamingo or two can be imported to fake it.

The invasion of the buffer supposed to be required for all Outstanding Florida Waters and the small areas labeled as wildlife preservation areas which are crowded between 20-story high rises would be laughable if it were not for the terrible damage the cumulative effects of these seemingly endless violations of any semblance of a land use plan left to preserve our quality of life.

There seems to be no end to our determination to reduce Lee County to a black topped, 20-story slum.

I would request that you, as a public employee entrusted with the duty and obligation to uphold the laws - the Lee County Comprehensive Land Use Plan, make some effort to achieve that end.

Notation: Please investigate status of base line water study.

6. Laura ORTEGA, 20732 Charing Cross Cir., Estero, FL 33928
Comment Card: Hearing Examiner has demonstrated a wonderful job asking very important questions unlike another case. I believe the public's interests are being fairly represented by the Hearing Examiner.

7. Doris J. WALLER, P. O. Box 1047, Estero, FL 33928
Comment Card: Mid- and high-rise buildings will destroy our natural environment, drastically affect our water supply, and subject the area to severe droughts and flooding. [See Whalen/Waller Letter - Against/#1]

General:

1. Matt UHLE, Esquire, Humphrey & Knott, P.A., 1625 Hendry St., Ft. Myers, FL 33901

B. THE FOLLOWING PERSONS SUBMITTED A LETTER/COMMENT CARD, OR OTHERWISE REQUESTED A COPY OF THE BEARING EXAMINER RECOMMENDATION:

1. G. Kent HUDGINS, c/o Sahdev, Inc., 4040 Southwest Freeway, Suite 535, Houston, TX 77027
Letter 1/19/96 [Public Exhibit 2/Sahdev, Inc.]: The undersigned is the owner of property immediately to the north of and across the Estero River from the subject rezoning. Please accept this letter as a letter of support for the requested rezoning to Residential Planned Development based upon the Master Concept Plan filed with the application.

As the property owner to the immediate north of the proposed development, who would be most directly affected by the project, we support the proposed uses and intensities proposed by the Applicant. The riverfront uses, consisting of primarily passive recreational and community facilities, are sensitive to surrounding uses and site environmental features, and the overall density of the project is compatible with other adjoining uses and potential uses on the property to the north which we own. Further the use of high-rise structures within the project to enhance open space and environmental preserves is an appropriate planning technique for this site, and we offer our support to this particular aspect of the project.

Please designate Sahdev, Inc. as a party of record in this proceeding and please send a copy of your report and recommendation to the undersigned at the above address.

2. Michael REITMANN, Lee BIA, 4571 Colonial Blvd., Ft. Myers, FL 33912

3. Robert M. SKEBE, 28421 Winthrop Cir., Bonita Springs, FL 33923

Against:

1. Elizabeth H. WHALEN and Doris J. WALLER, 4723 Riverside Dr., Estero, FL 33928
Letter 1/18/96: This letter is to request that we be listed as "Parties of Record" in the rezoning application by Atlantic Gulf Communities Corporation for Estero Pointe RPD. We are property owners on the Estero River and are opposed to this rezoning request for the following reasons:

1. The Land Development Code (LDC) standards were put in place by the residents of Florida to protect our natural environment, to provide adequate infrastructure and to assure the quality of our lives is not destroyed by rampant over development of any one area. The Estero Pointe Master Concept Plan will result in over development of the Estero River and should be denied.

2. The construction of 1,121 dwelling units with 21-story buildings on wetlands along the Estero River will destroy the health of the River, compromise the natural environment, and degrade the quality of our lives. The Estero Pointe application should be denied.

2. Marjorie F. WARD, President, and David W. WARD, Vice President, Citizens Association of Bonita Beach (CABB), P. O. BOX 1821, Bonita Springs, FL 33959
Letter 1/21/96: This letter represents over 1,600 members from Lee and Collier Counties as well as tourists from throughout the world that come to our area. Our dedication as an Association is to protect and conserve our "sovereign lands" -- our beaches for the use of the public.

As such we feel that whatever happens to Estero Bay will affect our beaches which are reached by means of the passes from the Bay to the Gulf. If Estero Bay becomes polluted, and if it consequently dies, it is obvious the effect to the beaches which are fed by what goes out of this Bay on an outgoing tide. Our beaches bring our tourists, our tourists are our economy so there is much more at stake than the property rights of a developer.

The northern half of Estero Bay, in 1966, was designated as the first Aquatic Preserve in the State of Florida. The southern half joined the same category in 1983. Because of this distinction, we oppose the building of six 20-story buildings, the filling of seven acres of wetlands and plans for 20-foot (deep) lakes, which will be seawalled up to **40** percent, plus boat ramps, canoe launches and gazebos.

There should be no high rises anywhere in the proximity of the shores of Estero Bay much less at the mouth of the Estero River which has been so revered by so many. We do not oppose development nor the concept of high rises, but we do oppose them in an area near the edge of this fragile ecosystem. The Lee County Comprehensive Plan specifically calls for the protection of the natural character and the scenic values for the benefit of future generations.

We all live in an area prone to flooding, and population should be directed away from the coast especially when you consider the size of these buildings in a high hazard flood area.

We **know** those who favor exploitation of our natural resources argue that less land area is consumed by condos than single-family homes, but no one can promise no future run-off from landscaping fertilizers or parking lots and roads. Please consider what Collier County's Pelican Bay area is experiencing in the current death of over 20 acres of mangroves.

This pollution will seep into the Bay and eventually right out to the beaches. Although developers say it is not going to happen here, it has happened only a few miles away. Estero Bay is so very important to those of us who reside in this area, who love that Bay, who love the "low key" area of Southwest Florida and do not want degradation of our natural surroundings in order to maximize profits to a developer. We do not want the southwest coast of Florida to become another Miami.

We therefore request that this rezoning be denied. If this is not possible, then at the very least lower the height of the buildings, move them back as far as possible from the Bay and demand strict adherence to protect our environment for everyone here and to follow. Thank you.

3. Damien LIN, 4755 Riverside Dr., Estero River Heights, Estero, FL 33928
Form Letter: Identical to Letter B.5, below.
With additional comments: 20-story buildings are incompatible with the environment of the Estero Bay. Run-off and traffic on the river would greatly impact the aquatic status of the area.

Letter [see also Foxall Exhibit 1]: My name is Damien Lin. I live at 4755 Riverside Drive in Estero River Heights. I have an undergraduate degree in marine biology from Duke University, a doctorate from (the) University of Pennsylvania, and an a practicing veterinarian.

I am opposed to the zoning request changes being sought by Atlantic Gulf Communities Corporation. The development plans for this project are not in accordance with the Lee County Comprehensive Plan. I urge you to refamiliarize yourself with this timely document.

Deviation (1), requesting to fill almost seven acres of wetlands, should be denied. Wetlands are a critical component of our environment. Allowing the destruction and replacement by recreated wetlands is shortsighted and irresponsible. Construct the golf course and residential development around Resources Protection Areas, not over them.

Deviation (5), requesting 40 percent of lake banks be vertical bulkheads, should be denied. Lake banks serve as habitat for avian wildlife and should be preserved.

Deviation (6), requesting relief from open space requirements should be denied. Allowing golf course rough to be considered as indigenous preservation acres is ludicrous. indigenous preservation areas are for indigenous species, not golfers.

Deviation (9), requesting relief from limits on the heights of buildings in Outlying Suburban land, should be denied. Multi-story high rises are completed incompatible with existing residential areas. This is an infringement on the property rights of adjoining residents.

Deviation (12), requesting relief from the 25-foot-wide buffers along natural waterways should be denied. Violating this buffer negates the intent and function of the buffer. Halfway Creek is a unique and Outstanding example of native Florida. To allow boardwalks and bridges across this widely used navigable resource would be reprehensible. The rights of all citizens in all Lee County need to be considered.

4. Stephanie WOODWORTH, 20708 Charing Cross Cir., Estero, FL 33928
Comment Card: Heights of building along river should remain 65 feet, no higher as is River Ridge. Please see letter, especially closing paragraph.

Letter: My name is Stephanie Woodworth. I live at 20708 Charing Cross Circle in Cranbrook Harbor. I am a member of the Estero Civic Association and Estero Conservancy.

I am opposed to the zoning request changes being sought by Atlantic Gulf Communities Corporation. The Estero River and Halfway Creek are an Outstanding Florida Water. This area is an Aquatic Preserve. The Lee County Comprehensive Plan shows this land as a greenway. Why then is development being considered? Why is the Comp Plan not being enforced?

[Paragraphs 3, 4, 5, 6, and 7, referencing Deviations (1), (5), (6), (9), and (12), in Ms. Woodworth's letter are identical to Letter B.3 (Damien Lin), above.]

Last, there is no base line study which has been done on the Estero River. There is no bay management currently in place. There is no study on the pull out of aquifer at present or to include projected growth. The State of Florida is now putting together a water shed management plan which should be in place within next four months. These studies should be the foundation of planned development and are an essential resource which will enable us to have a clear understanding of where we are and monitor what will be done. Please consider the whole picture, short term and long term. The health and wealth of our future depend upon it.

5. Dorothy MCNEILL, 20600 Park Pl., Estero, FL 33928
Form Letter: I am a resident of the Estero Area. I respectfully request that I be listed as a party of record in opposition to the above rezoning application by Atlantic Gulf Communities for Estero Pointe.
With additional comments: I object to the following deviations of Estero Pointe: 1) 20-story buildings are not compatible with surrounding area; 2) not enough continuity between preservation areas; 3) rough of golf course cannot be considered a preservation area as it will be groomed and no wildlife will inhabit it; 4) restaurant noise carries on river as well as light disturbs wildlife; 5) depth of lake should be held at Lee County rule, 20 feet is not reasonable. Can't count it as wetland. The slope and depth are not reasonable for wading birds; 6) Halfway Creek should be left undisturbed (no bridges, boardwalks) as this Florida outstanding Waterway is a crucial watershed to the Estero River and Bay ecosystem; 7) flooding of areas along the river with increased development will occur (Estero River Heights was developed in the 70's and at a much lower elevation); and 8) protection for eagle nesting area not sufficient.

6. William A. DURRETT, 3400 Lychee Ln., Sunny Grove Park, Estero, FL 33928
Form Letter: Identical to Letter B.5, above.

7. Walter A. KAHN, 3580 Grapefruit Ln., Estero, FL 33928
Form Letter: Identical to Letter B.5, above.

8. John I. FREEMAN, 3461 Grapefruit Ln., Estero, FL 33928
Form Letter: Identical to Letter B.5, above.

9. P. J. BISHOP, 3480 Date Palm Ln., Estero, FL 33928
Form Letter: Identical to Letter B.5, above.

10. Fred DENNIS, 3430 Date Palm Ln., Estero, FL 33928
Form Letter: Identical to Letter B.5. above.

11. John A. LOEFFLER, 3550 Grapefruit Ln., Estero, FL 33928
Form Letter: Identical to Letter B.5, above.

12. Walter A. MARKS, 3440 Date Palm Ln., Estero, FL 33928
Form Letter: Identical to Letter B.5, above.

13. Kermit MORSE, 3561 Grapefruit Ln., Estero, FL 33928
Form Letter: Identical to Letter B.5, above.

14. Robert CODDINGTON, 3530 Date Palm Ln., Estero, FL 33928
Form Letter: Identical to Letter B.5, above.
With additional comments: The impact on our area environment plus the road and area crowding.

15. Barbara SEIBERLING, President, Mariner's Cove Association, 20531 Port Dr., Estero, FL 33928
Form Letter: Identical to Letter B.5, above.
With additional comments: Why would you consider a development with 20-story buildings when the Estero Fire Department can only accommodate a 2-story dwelling? Developers could care less about the long term effects this will have on the Estero River and its surrounding areas.

General:

1. Albert O'DONNELL, 4291 Williams Rd., Estero, FL 33928

2. Heather STAFFORD, Aquatic/Buffer Preserve Office, FDEP, 13960 Stringfellow Rd., Bokeelia, FL 33922

3. Sharon JENKINS-OWEN, c/o Wilson, Miller, Barton and Peek, 4571 Colonial Blvd., Ft. Myers, FL 33912

IX. LEGAL DESCRIPTION:

A tract or parcel of land lying in Sections 29, 30, 31 and 32, Township 46 South, Range 25 East and in Sections 05 and 06, Township 47 South, Range 25 East, Lee County, Florida which tract or parcel is described as follows:

Beginning at the North Quarter Section corner of said Section 05, Township 47 South, Range 25 East, said point being the Northeast corner of Lot 56B of FLORIDA GULF LAND COMPANY SUBDIVISION as recorded in Plat Book 1 at Page 59, Lee County Records and run S00°40'16"E for 30.00 feet to the South right-of-way (ROW) line of Williams Road (60 feet wide):
THENCE run N89°00'18"E along said South line for 165.26 feet;
THENCE run S00°36'29" E for 200.00 feet to the Southeast corner of lands described in deed recorded in Official Record Book 2465 at Page 3044, Lee County Records;

THENCE run S89°00'18"W along the South line of said lands for 494.00 feet to an intersection with the East line of Lot 55B of said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run S00°47'09"E along said East line for 765.00 feet;
THENCE run S88°57'37"W for 327.43 feet to an intersection with the East line of Lot 54B;
THENCE run S00°54'02"E for 351.20 to the Southeast corner of Lot 54B;
THENCE run N89°15'52"E along the South line of Lots 55B and 56B for 653.45 feet;
THENCE run N89°15'52"E along the South line of Lot 57B for 327.60 feet;
THENCE run S00°32'41"E along the East line of Lot 40B for 1,350.95 feet;
THENCE run S89°31'44"W for 324.62 feet to the center of said Section 05, said point being the Southwest corner of said Lot 40B;
THENCE run S89°34'40"W for 2,592.29 feet to the west Quarter section corner of Section 05, said point being the Southwest corner of Lot 48B of said subdivision;
THENCE run S01°31'46"E for 92.78 feet to the Southeasterly corner of lands described in deed recorded in Official Record Book 2192 at Page 567, Lee County Records;
THENCE run along the South line of said lands the following courses:
S89°10'55"W for 349.43 feet;
S00°49'50"E for 162.49 feet;
N81°20'47"W for 600.53 feet;
S46°11'51"W for 77.45 feet;
THENCE run N01°35'45"W along the West line of said lands for 2,875.95 feet to an intersection with the North line of said Section 06;
THENCE run S88°56'02"W along the North line of said Section 06 for 1,638.66 feet to the Southwest corner of lands described in deed recorded in Official Record Book 1509 at Page 221, Lee County Records, said point also being the Southwest corner of Lot 8A of said FLORIDA GULF LAND COMPANY SUBDIVISION and the South Quarter (S 1/4) Section comer of Section 31, Township 46 South, Range 25 East;
THENCE run N00°22'46"W along the West line of said lands along the North/South Quarter (N/S 1/4) Section line for 2,656.37 feet to the Northwest corner of Lot 25A, said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE continue N00°22'46"W along the West line of said lands and the West line of Lots 40A and 57A of said subdivision for 2,391 feet, more or less to the waters of the Estero River;
THENCE run Northeasterly, Southeasterly, southwesterly, Southerly, Southeasterly and Northeasterly along said waters for 5,030 feet, more or less to an intersection with the East line of the Southeast Quarter (SE 1/4) of said Section 30, Township 46 South, Range 25 East;
THENCE run N00°32'05"W along said East line for 224 feet, more or less to said waters;
THENCE run Southeasterly, Southwesterly, Westerly and Southwesterly along said waters for 1,213 feet, more or less to an intersection with the North line of said Section 32, Township 46 South, Range 25 East, said line being the North line of Lot 49A of said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run N87°54'53"E along said North line for 628 feet, more or less to said waters for 485 feet, more or less to an intersection with the East line of Lot 52A, said FLORIDA GULF LAND COMPANY SUBDIVISION;

WEST BAY CLUB
TRAFFIC CIRCULATION STUDY

Project #04606

August 20, 2004

Prepared by:
DAVID PLUMMER & ASSOCIATES, INC.
1531 Hendry Street
Fort Myers, Florida 33901

DAVID PLUMMER & ASSOCIATES

TRANSPORTATION • CIVIL • STRUCTURAL • ENVIRONMENTAL

1531 HENDRY STREET
FORT MYERS, FL 33901
239 332-2617 FAX: 239 332-2645
E-mail: dpafm@peganet.net

August 20, 2004

Mr. Gene Edens
West Bay Club
4600 West Bay Boulevard
Estero, FL 33928

RE: **West Bay Club Traffic Circulation Study, #04606**

Dear Gene,

Attached please find the final report titled, West Bay Club Traffic Circulation Study, dated August 20, 2004.

As we discussed, West Bay Boulevard will operate at a Level of Service "C" with the proposed high-rise rezoning. Per Lee County Generalized Peak Hour Directional Service Volumes for Urbanized Areas (d:\los02\input1), a Level of Service "C" is the highest attainable level of service for two-lane collector roads in Lee County.

If you should have any questions concerning the attached, please do not hesitate to contact these offices.

Very truly yours,

George T. Swartz, Jr.
GTS:sw
04606:Edens_082004

cc: Stephanie Keyes

WEST BAY CLUB
TRAFFIC CIRCULATION STUDY

Introduction

The West Bay Club is an approved residential development, originally approved in March 1996 (Z-96-005). The West Bay Club is located west of US 41 at the western terminus of Williams Road (Exhibit 1).

The original West Bay Club zoning was supported by a traffic impact statement prepared by DPA. That study is titled Estero Point (RPD) Traffic Impact Statement and dated April 4, 1995.

The original traffic impact statement in support of the original rezoning considered a total of 1,121 residential units, including 897 multifamily units, both low rise and high rise.

West Lake Court is a subdivision within West Bay Club, which was originally zoned for multifamily high-rise condominiums. In February 2000, West Lake Court (Tract 3) was rezoned (ADD1999-00056) from 300 multifamily units to 13 single-family units. The total number of approved units remained the same for the West Bay Club. The West Bay Club retained the same number of residential units and shifted the multifamily units to other locations.

The West Bay Club is now proposing to rezone the West Lake Court subdivision back to its original multifamily, high-rise condominium dwelling units. This will now be more consistent with the original approval.

The purpose of this traffic study is to support the rezoning of West Lake Court and respond to comments from Lee County staff dated July 14, 2004, page 6, item 13 (Appendix A).

Trip Generation

The PM peak hour and daily trip generation for the approved and proposed West Lake Court and the entire West Bay Club were estimated based on the trip rates of the ITE report titled Trip Generation (Seventh Edition). The trip generation for the approved and proposed West Lake Court is summarized below. The ITE trip generation calculations are included in Appendix B.

West Lake Court
Trip Generation Summary
Total Trips

Land Use	PM Peak Hour In	PM Peak Hour Out	PM Peak Hour Total	Daily
Single-Family [1]	11	6	17	159
Multifamily [2]	66	42	108	1,386
Trip Difference	+55	+36	+91	+1,227

Footnotes:
(1) 13 single-family dwelling units, ITE LUC 210.
(2) 300 multifamily dwelling units, ITE LUC 230.

As shown and as expected, the condominium units at the West Lake Court will generate higher traffic volumes than the currently approved 13 single-family units. However, since the condominium units are consistent with the original approval, the trip generation should be very similar to the originally approved development.

The PM peak hour and daily trip generation for the originally approved West Bay Club was derived from the original TIS and is presented in Exhibit 2 and summarized below.

Originally Approved West Bay Club
Trip Generation
Net New External Trips

Land Use	Intensity	PM Peak Hour In	PM Peak Hour Out	PM Peak Hour Total
Single-Family	224 d.u.	129	64	193
Condominium	897 d.u.	230	106	336
Golf Course	18 holes	6	6	12
Total		365	176	541

The trip generation associated with the currently proposed development parameters was estimated using the trip generation rates of the ITE, Trip Generation, (Seventh Edition). The trip generation is presented in Exhibit 3 and summarized below.

dpa

Currently Proposed West Bay Club
Trip Generation
Net New External Trips

Land Use	Intensity	PM Peak Hour In	Out	Total
Single-Family	307 d.u.	161	86	247
Condominium	709 d.u.	192	85	277
Golf Course/Recreation	18 holes, tennis, park	6	9	15
Total		359	180	539

As shown, the currently proposed West Bay Club parameters, with West Lake Court converted back to multifamily condominiums, will generate approximately the same external trips as the originally approved development. Therefore, the external trips with the change should be essentially the same as originally forecasted.

Traffic Conditions Within West Bay Club

The increased trip generation as a result of the conversion from single-family to multifamily should be felt on some of the internal roadways within the West Bay Club and specifically on West Bay Boulevard between River Park and Chapel Trace.

To estimate the traffic volumes on the internal roadways within the West Bay Club and to determine the resultant levels of service, the traffic volumes for each subdivision within the West Bay Club were estimated and assigned to the internal roadway. The volumes include both the internal and external trips, as shown in Exhibits 4 and 5.

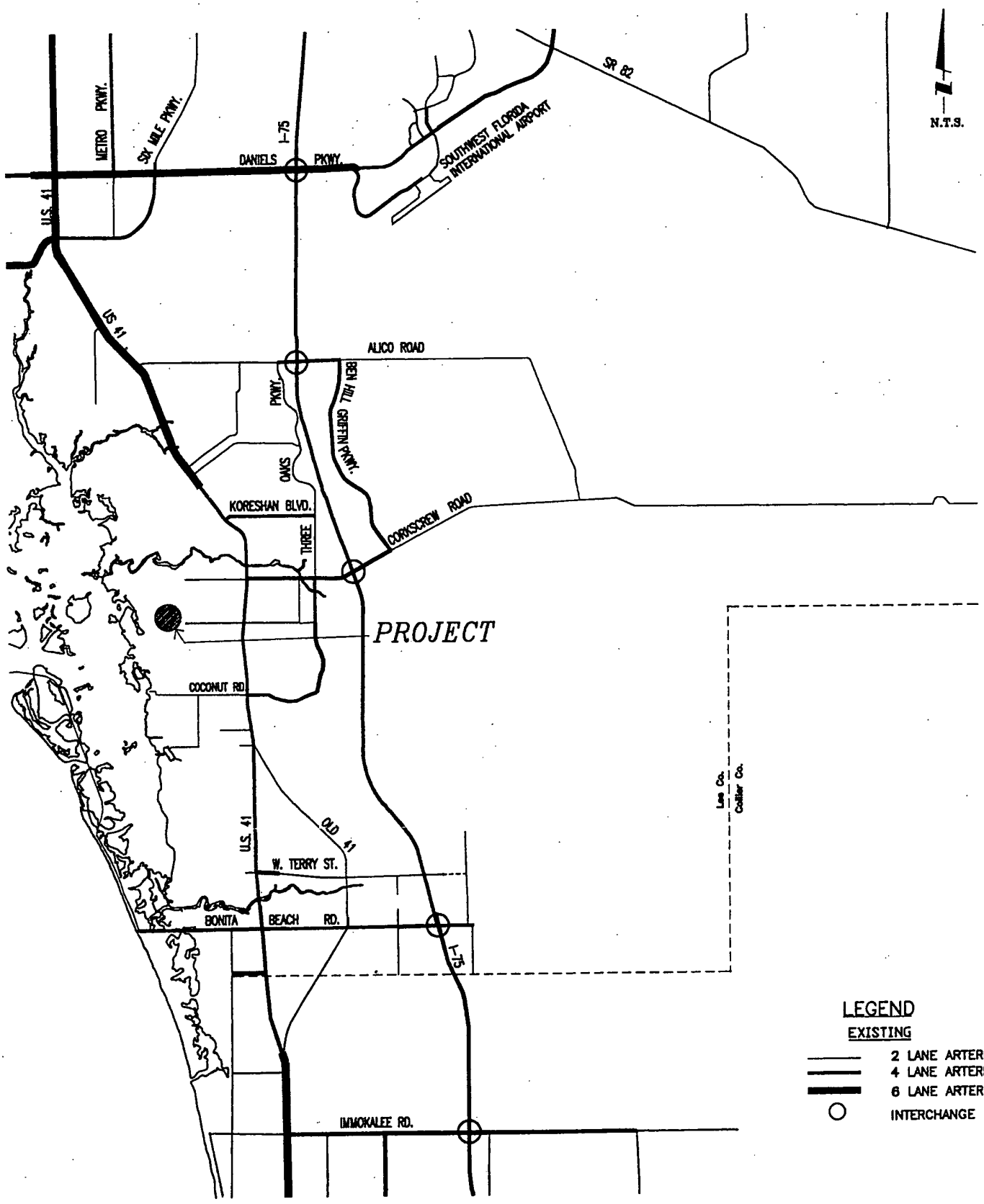
West Bay Boulevard and Chapel Trace are considered two-lane collector roadways and are forecasted to operate at a Level of Service "C", Exhibit 5.

It is unlikely that West Lake Court will increase traffic volumes on Chapel Trace or the other neighborhood side streets off of West Bay Boulevard including Baybridge Boulevard, Red Laurel Lane, and Riverbrooke Run.

Conclusion

The conclusions of the traffic analysis are as follows.

1. The proposed rezoning will not increase the external traffic volumes for the West Bay Club.
2. West Bay Boulevard and Chapel Trace will operate at LOS "C" with the conversion of West Lake Court back to multifamily condominium units.



dpa	WEST BAY CLUB TRAFFIC CIRCULATION STUDY	PROJECT LOCATION	04606\01A\0804 1

EXHIBIT 2

ORIGINALLY APPROVED TRIP GENERATION
ESTERO POINTE (RPD)
TRAFFIC IMPACT STATEMENT
APRIL 4, 1995

EXHIBIT 6
ESTERO POINTE RPD
TRIP GENERATION ESTIMATE

FILE: TGEN.WK1 04/04/95
JOB #: 94549

LAND USE	INTENSITY	ADJUSTMENT FACTORS(2)		PM PEAK (1) IN	PM PEAK (1) OUT	PM PEAK (1) TOTAL	DAILY (1)
Single Family	224 DUs	Total		145	78	223	2,169
		Internal	13%	16	14	30	289
		Net New		129	64	193	1,880
Multifamily	897 DUs	Total		248	128	376	4,206
		Internal	11%	18	22	40	443
		Net New		230	106	336	3,763
Golf Course	18 HOLES	Total		31	29	60	645
		Internal	80%	25	23	48	516
		Net New		6	6	12	129
Total		Total		424	235	659	7,020
		Internal	18%	59	59	118	1,248
		Net New		365	176	541	5,772

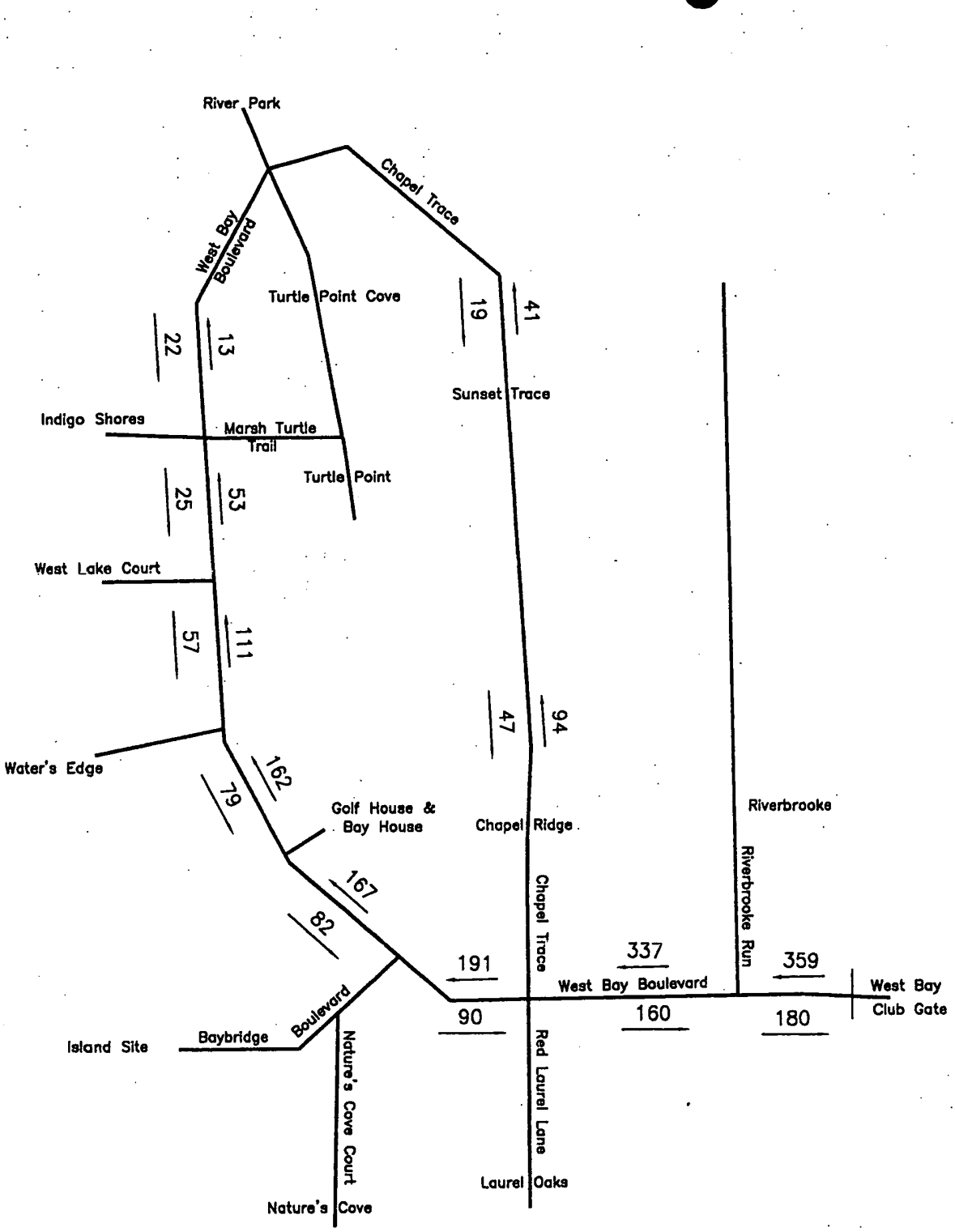
Footnotes:
(1) Based on Institute of Transportation Engineers (ITE) Trip Generation (5th Edition).
(2) Internal Trips: trip interchange between the golf course and residential and between single family and multifamily.

EXHIBIT 3

WEST BAY CLUB
TRIP GENERATION SUMMARY

			PM Peak [1] In	PM Peak [1] Out	PM Peak [1] Total	Daily [1]
Single-Family	307 d.u.	Total	185	109	294	2,918
		Internal [2]	24	23	47	467
		External	161	86	247	2,451
Multifamily	709 d.u.	Total	219	108	327	3,719
		Internal [2]	27	23	50	595
		External	192	85	277	3,124
Golf	18 holes	Total	22	28	50	643
		Internal [2]	18	22	40	514
		External	4	6	10	129
Tennis Courts	6 courts	Total	12	11	23	186
		Internal [2]	10	8	18	149
		External	2	3	5	37
Park	5.5 acres	Total	2	5	7	164
		Internal [2]	2	5	7	164
		External	0	0	0	0
Total		Total	440	261	701	7,630
		Internal [2]	81	81	162	1,889
		External	359	180	539	5,741

Footnotes:
(1) Based on ITE, Trip Generation (7th Edition).
(2) Internal Trips: trip interchange between the golf course, tennis courts, park and residential subdivisions.



LEGEND

XX Inbound

(XX) Outbound

dpa	WEST BAY CLUB TRAFFIC CIRCULATION STUDY	PM PEAK HOUR TOTAL TRAFFIC VOLUMES AT BUILDOUT	04606/02A/0804 4

EXIHIBIT 5
WEST BAY CLUB INTERNAL TRAFFIC CIRCULATION
FUTURE TRAFFIC CONDITIONS AT BUILDOUT

PM PEAK HOUR

ROADWAY	FROM	TO	External Trips			Internal Trips			Total Trips			LOS (1,2)	
			N/W	S/E	Total	N/W	S/E	Total	N/W	S/E	Total	N/W	S/E
WEST BAY BLVD	West Bay Club Gate	Riverbrooke Run	359	180	539	0	0	0	359	180	539	C	C
	Riverbrooke Run	Chapel Trace	333	157	490	4	3	7	337	160	497	C	C
	Chapel Trace	Bay Bridge Blvd	179	74	253	12	16	28	191	90	281	C	C
	Bay Bridge Blvd	Golf House/Bay House	151	65	216	16	17	33	167	82	249	C	C
	Golf House/Bay House	Water's Edge Entrance	152	67	219	10	12	22	162	79	241	C	C
	Water's Edge Entrance	West Lake Entrance	98	43	141	13	14	27	111	57	168	C	C
	West Lake Entrance	Marsh Turtle Trail	40	12	52	13	13	26	53	25	78	C	C
	Marsh Turtle Trail	River Park Entrance	3	14	17	10	8	18	13	22	35	C	C
CHAPEL TRACE	River Park Entrance	South of Sunset Trace	41	19	49	7	4	11	41	19	60	C	C
	South of Sunset Trace	West Bay Blvd	90	42	132	4	5	9	94	47	141	C	C

Footnote:
(1) Level of service for a two-lane undivided collector roadway per Lee County Generalized Peak Hour Directional Service Volumes(d:los02\input1).
(2) The directional service volume for LOS "C" on a two-lane undivided collector roadway is equal to 530 trips.

APPENDIX A

LEE COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT STAFF COMMENTS
WEST BAY CLUB RPD
DCI2004-00046 – PDS APPLICATION (MINOR PD)

LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Bob Janes
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yeager
County Attorney

Diana M. Parker
County Hearing
Examiner

Writer's Direct Dial Number: 239-479-8363

July 14, 2004

JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FL 33901

Re: WEST BAY CLUB RPD
DCI2004-00046 - PDS Application (Minor PD)

Dear JOHNSON ENGINEERING, INC. :

The Zoning Division has reviewed the information provided for the above zoning application. The Land Development Code requires additional information for the application to be sufficient. Please respond to each requirement not satisfied on the attached sufficiency checklists. For your assistance, we have enclosed any additional memoranda from the various Lee County reviewing agencies.

If you do not provide the requested supplements or corrections within 60 calendar days of this letter, the Code requires that this application be considered withdrawn. Please feel free to contact me or the staff reviewers if you have any questions.

Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT
Zoning Division

Bryan Kelner
Principal Planner

cc: Pamela Houck, Division Director
Paul O'Connor, Planning
Joan Henry, Assistant County Attorney
Kim Trebatoski, Environmental Sciences
Roland Ottolini, Natural Resources
Andy Getch, LCDOT
Billie Jacoby, DCD Admin
Kim P. Hoskins, Development Review
DCI Zoning File
DCI Working File

Legal Requirements Sufficiency Checklist

6) All applications requiring a public hearing must include the following: [34-202(a)]

See below.

6c3) If the property encompasses 10 or more acres the survey must be tied to the state plane coordinate system for the Florida West Zone (North America Datum of 1983/1990 Adjustment). [34-202(a)(2)]

Please, tie and display at least (2) coordinates on two opposing corners on the sketch that accompanies the legal description. "The county prefers that at least one of the coordinates be for the point of beginning". Thanks.

7) Miscellaneous Items.

1. The Disclosure of Interest Form must list the officers and stockholders of the Corporation and indicate their individual percentages of ownership.

2. Before the application can be found Sufficient, the following is needed. The applicant must schedule a public informational meeting with the Estero Planning Community Panel as required by Section [34-373(a)(10)]. Then, provide Staff with a summary memorandum of the meeting containing the following information: the date, time and location of the meeting; a list of attendees; a summary of the concerns of issues that were raised at the meeting; and a proposal for how the applicant will respond to any issues that were raised.

8) Contact. The Planner may be contacted regarding any questions on this Checklist.

Please contact Luis G. Machado, Planning Technician / Zoning at (239) 479-8485 or e-mail: lmachado@leegov.com

Environmental Sciences Planned Development Sufficiency Checklist

2) Protected Species Survey. A Protected Species Survey as required by LDC Section 10-473 must be provided for large projects (as defined in LDC Chapter 10) and Major Planned Developments . [34-373(b)(2)]

Please submit for the land being added.

3) Protected Species Management Plan. Protected species preserve areas must be indicated on the Master Concept Plan; a final management plan as required by LDC Section 10-474 is not required until time of local development order. [10-474]

Pending species survey.

13) Contact. The Environmental Planner may be contacted regarding any question on the Environmental Sciences Sufficiency Checklist.

Kim Trebatoski, Principal Environmental Planner
239-479-8183
trebatkm@leegov.com

Lee County Sufficiency Checklist for Planned Developments, Amendments, and Existing Developments Requesting Planned Development Zoning

1a) The application was signed by the owner of the property or an authorized representative. [34-201(a)(1)a.1.]

The Division of Corporations website states that Christopher McKenna is the Vice President of the corporation. Mr. McKenna must sign all documents (authorization, disclosures, etc.) in his corporate capacity (as V.P.).

1a4) If the owner(s) has authorized an agent to prepare and sign the application and to represent him in all matters pertaining to the application, the agent must provide a document establishing his authority which has been signed by the owner and notarized by a notary public. [34-202(b)(1)c.]

See 1a), above

1c) The fee owner is a corporation, and a duly authorized corporate official initiated the application. [34-201(a)(1)a.3.]

See 1a), above

1c1) The names of all parties having interest in the subject property including the names of all stockholders and the names of beneficiaries of trusts must be provided. [34-201(a)(1)a.3. & 34-202(b)(1)a]

The disclosure of interest form must state the individual shareholder and list the percentage owned of the corporation. Also, The STRAP number given is not valid and the attached list of STRAP #'s was not attached.

6e) Area location map. A map, at suitable scale, indicating the property described in the legal description. The map must be sufficiently referenced to known major streets or other physical boundaries so as to be clearly identifiable to the general public. [34-202(a)(4)]

Although the area location map shows the boundary of the West Bay Club RPD, please show with additional clarity the location of the two areas affected: Area 3 and the additional lands being added to the RPD.

6f) Property owners list. A complete list of all owners of property subject to this request and their mailing addresses must be provided. If multiple parcels are involved, a map showing the owner's interest must be provided. The names & addresses of property owners will be deemed to be those appearing on the latest county tax rolls. [34-202(a)(5)]

As of this writing, staff has requested the additional mailing labels for all property owners within the development.

12e2) Height. The maximum height, in feet and number of habitable stories, of any proposed buildings or structures. If parking under the buildings is proposed, the number of stories proposed for parking must be indicated and included in the total maximum height of the buildings. [34-373(a)(6)d.ii.]

Administrative Amendment ADD1999-00056, changed Area 3 from multiple family to single family residential development. The request is to reinstate the original approval, for Area 3, Resolution Z-96-005, which permitted multiple-family dwelling units. Deviation 9, Resolution Z-96-005, limited development areas 3, 4, and 5, to a maximum building height of 220 feet and are further limited to a maximum combined total of six multi-family buildings with a maximum total of 630 dwelling units. Of the six multi-family buildings permitted by Deviation 9, how many will the applicant be building on Area 3? Also, what will be the maximum height of the building(s)? Will they be high-rise or mid-rise?

12e3) Residential Dwelling Units. If residential is proposed, the maximum number of dwelling units by type. [34-373(a)(6)d.iii.]

Administrative Amendment ADD1999-00056, changed Area 3 from multiple family to single family residential development. The request is to reinstate the original approval, for Area 3, Resolution Z-96-005, which permitted multiple-family dwelling units. Deviation 9, Resolution Z-96-005, limited development areas 3, 4, and 5, to a maximum 630 dwelling units. However, no number of dwelling units is stated for each area. Given information requested for 12e2), above, what would the number of dwelling units be for Area 3?

12m) Location of Deviations. The location of any requested deviations, keyed to the schedule of deviations, including sample drawings demonstrating the effect the requested deviations will have on the site plan. [34-373(a)(6)l.]

In your application for public hearing, you reference a list of deviations and justifications - Exhibit PH-3.G1. These have not been recieved in the submittal package.

13) Traffic Impact Statement. A traffic impact statement must be provided in a format and to the degree of detail required by a form furnished by the county and in conformance with the adopted county administrative code. [34-373(a)(7)]

In your application for public hearing, you reference a waiver from a Traffic impact Statement. The Traffic Impact Statement waiver has not been recieved in the submittal package. Not withstanding the waiver, Administrative Amendment ADD1999-00056 changed Area 3 from multiple family dwelling units to single family dwelling units and this zoning action will be changing back to multiple family dwelling units. What will the traffic impacts be on the existing community in changing Area 3 from single family to multiple family?

13a) Upon written request, the director may waive the Traffic Impact Statement requirement for minor planned developments. [34-373(a)(7)]

In your application for public hearing, you reference waivers for FLUCCS Map, Protected Species Survey, and Traffic Impact Statement. These waivers have not been recieved in the submittal package. Please provide copies of the approved waivers.

15) Schedule of Deviations. A schedule of deviations and a written justification for each deviation requested as part of the master Concept Plan must be submitted. The location of each requested deviation must be indicated on the Master Concept Plan. [34-373(a)(9)]

See 12m), above.

16a) Surface Water Management System Description. A written description of the proposed surface water management system that includes: [34-373(b)(1)]

In your application submittal, you reference in the Table of Contents, Number 15, Surface Water Management Plan, however this was not include in the submittal package.

17) Waivers. Request(s) for waiver or modification must be submitted to the Director prior to submitting the application. A copy of the request and the Director's written response must accompany the application and will become a part of the permanent file. [34-202(a)]

In your application for public hearing, Table of Contents, you reference waivers for FIUUCS Map, Protected Species Survey, and Traffic Impact Statement. These waivers have not been recieved in the submittal package.

19) If project is located in the Estero Planning Community, applicant must submit a meeting summary document that contains the following information: the date, time, and location of the meeting; a list of attendees; a summary of the concerns or issues that were raised at the meeting; and a proposal for how the applicant will respond to any issues that were raised. [Lee Plan Policy 19.5.3.]

The project is located in the Estero Planning Community and a summary document that contains the following information: date, time, and location of the meeting; a list of attendees; a summary of the concerns or issues that were raised at the meeting; and a proposal for how the applicant will respond to any issues that were raised (Policy 19.5.3. of the Lee Plan). This item was listed in the applicants submittal package Table of Contents but the documentation was not included. Please provide the necessary documentation.

21) Miscellaneous Items.

A. Sheet 3 of the master concept plan has the property development regulations table with notes. Please review the table for completness The first reference note with the asterisk appears to be truncated. Also, the reference note "An overall imaximum of six (6) high rise buildings may be located within PODs 3, 4". Should this be PODs 3, 4, and 5?

B. Page 3, of the applicant's narrative, Proposed Development/Master Concept Plan, reference is made to 639 dwelliing units within Development Areas 3, 4, and 5. Should this figure be 630 dwelling units in Aeas 3, 4, and 5?

C. Page 3, of the applicant's compliance with the Land Development Code, item (I), the applicant states, "The proposed residential towers will be substantially buffered from existing surrounding uses" Please clarify. Will this be in excessive of what is already approved in Resolution Z-96-005?

D. See attached comments from The School District of Lee County dated, July 6, 2004.

E. Please provide staff with a copy of the Hearing Examiner's recommendation on Case No. 95-06-148.03Z, Resolution Z-96-005.

THE SCHOOL DISTRICT OF LEE COUNTY
2855 CENTRAL AVENUE • FORT MYERS, FLORIDA 33901-3916 • (239) 334-1102 • TTD/TTY (239) 335-1512

04 JUL -7 AM 8:58
DEV
PUBLIC WKS. CNTR.
FLOOR

JEANNE S. DOZIER
CHAIRMAN • DISTRICT 2
ELINOR C. SCRICCA, PH.D.
VICE CHAIRMAN • DISTRICT 5
ROBERT D. CHILMONIK
DISTRICT 1
JANE E. KUCKEL, PH.D.
DISTRICT 3
STEVEN K. TEUBER
DISTRICT 4
JAMES W. BROWDER, ED.D.
SUPERINTENDENT
KEITH B. MARTIN
BOARD ATTORNEY

July 6, 2004

Mr. Bryan Kelner
Lee County Development Services Division
P.O. Box 398
Fort Myers, FL 33902-0398

Re: West Bay Club RPD, DCI Substantive Review, Case #DCI2004-00046

Dear Mr. Kelner:

Thank you for the opportunity to review West Bay Club RPD for substantive comments with regard to educational impacts. This proposed development is in the South Choice Zone of the District, off Williams Road in the Estero Planning Area. This letter is in response to your request dated June 22, 2004.

From the material submitted, it appears that the request being made by the applicant is for the addition of one acre, which will have four single family homes on it. However, these four single family homes are included in the total number of dwelling units in the project, which was previously approved at 1,121. Therefore, the applicant's request to add one acre is not anticipated to have educational impacts.

Thank you for your attention to this issue. If I may be of further assistance, please give me a call at (239) 479-4205.

Sincerely,

Kathy Babcock

Kathy Babcock, Long Range Planner
Department of Construction and Planning

Cc: William G. Moore, Jr.
Executive Director, School Support

Summary of Trip Generation Calculation
For 13 Dwelling Units of Single Family Detached Housing
August 12, 2004

ITE LUC 210

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	12.24	0.00	1.00	159
7-9 AM Peak Hour Enter	0.36	0.00	1.00	5
7-9 AM Peak Hour Exit	1.07	0.00	1.00	14
7-9 AM Peak Hour Total	1.43	0.00	1.00	19
4-6 PM Peak Hour Enter	0.83	0.00	1.00	11
4-6 PM Peak Hour Exit	0.49	0.00	1.00	6
4-6 PM Peak Hour Total	1.31	0.00	1.00	17
Saturday 2-Way Volume	11.89	0.00	1.00	155
Saturday Peak Hour Enter	0.93	0.00	1.00	12
Saturday Peak Hour Exit	0.80	0.00	1.00	10
Saturday Peak Hour Total	1.73	0.00	1.00	23

Note: A zero indicates no data available.
The above rates were calculated from these equations:

24-Hr. 2-Way Volume:	LN(T) = .92LN(X) + 2.71, R^2 = 0.96
7-9 AM Peak Hr. Total:	T = .7(X) + 9.43
	R^2 = 0.89 , 0.25 Enter, 0.75 Exit
4-6 PM Peak Hr. Total:	LN(T) = .9LN(X) + .53
	R^2 = 0.91 , 0.63 Enter, 0.37 Exit
AM Gen Pk Hr. Total:	T = .7(X) + 12.05
	R^2 = 0.89 , 0.26 Enter, 0.74 Exit
PM Gen Pk Hr. Total:	LN(T) = .89LN(X) + .61
	R^2 = 0.91 , 0.64 Enter, 0.36 Exit
Sat. 2-Way Volume:	LN(T) = .94LN(X) + 2.63, R^2 = 0.93
Sat. Pk Hr. Total:	T = .89(X) + 10.93
	R^2 = 0.9 , 0.54 Enter, 0.46 Exit
Sun. 2-Way Volume:	T = 8.83(X) + -9.76, R^2 = 0.94
Sun. Pk Hr. Total:	LN(T) = .89LN(X) + .44
	R^2 = 0.88 , 0.53 Enter, 0.47 Exit

Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

Summary of Trip Generation Calculation
For 300 Dwelling Units of High-Rise Apartment
August 12, 2004 ITE LUC 231

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	4.62	0.00	1.00	1386
7-9 AM Peak Hour Enter	0.08	0.00	1.00	23
7-9 AM Peak Hour Exit	0.23	0.00	1.00	68
7-9 AM Peak Hour Total	0.30	0.00	1.00	91
4-6 PM Peak Hour Enter	0.22	0.00	1.00	66
4-6 PM Peak Hour Exit	0.14	0.00	1.00	42
4-6 PM Peak Hour Total	0.36	0.00	1.00	108
Saturday 2-Way Volume	4.98	0.00	1.00	1494
Saturday Peak Hour Enter	0.22	0.00	1.00	67
Saturday Peak Hour Exit	0.17	0.00	1.00	50
Saturday Peak Hour Total	0.39	0.00	1.00	117

Note: A zero indicates no data available.
The above rates were calculated from these equations:

24-Hr. 2-Way Volume:	LN(T) = .83LN(X) + 2.5, R^2 = 0.82
7-9 AM Peak Hr. Total:	LN(T) = .99LN(X) + -1.14
	R^2 = 0.88 , 0.25 Enter, 0.75 Exit
4-6 PM Peak Hr. Total:	T = .32(X) + 12.3
	R^2 = 0.92 , 0.61 Enter, 0.39 Exit
AM Gen Pk Hr. Total:	LN(T) = .94LN(X) + -.71
	R^2 = 0.88 , 0.22 Enter, 0.78 Exit
PM Gen Pk Hr. Total:	T = .35(X) + 20.11
	R^2 = 0.95 , 0.62 Enter, 0.38 Exit
Sat. 2-Way Volume:	T = 5.03(X) + -14.9, R^2 = 0.91
Sat. Pk Hr. Total:	LN(T) = .93LN(X) + -.54
	R^2 = 0.95 , 0.57 Enter, 0.43 Exit
Sun. 2-Way Volume:	T = 3.66(X) + -5.79, R^2 = 0.94
Sun. Pk Hr. Total:	LN(T) = .91LN(X) + -.65
	R^2 = 0.99 , 0.53 Enter, 0.47 Exit

Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

Summary of Trip Generation Calculation
For 307 Dwelling Units of Single Family Detached Housing
August 17, 2004 ITE LUC 210

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	9.51	0.00	1.00	2918
7-9 AM Peak Hour Enter	0.18	0.00	1.00	56
7-9 AM Peak Hour Exit	0.55	0.00	1.00	168
7-9 AM Peak Hour Total	0.73	0.00	1.00	224
4-6 PM Peak Hour Enter	0.60	0.00	1.00	185
4-6 PM Peak Hour Exit	0.35	0.00	1.00	109
4-6 PM Peak Hour Total	0.96	0.00	1.00	294
Saturday 2-Way Volume	9.84	0.00	1.00	3021
Saturday Peak Hour Enter	0.50	0.00	1.00	153
Saturday Peak Hour Exit	0.43	0.00	1.00	131
Saturday Peak Hour Total	0.93	0.00	1.00	284

Note: A zero indicates no data available.
The above rates were calculated from these equations:

24-Hr. 2-Way Volume:	LN(T) = .92LN(X) + 2.71, R^2 = 0.96
7-9 AM Peak Hr. Total:	T = .7(X) + 9.43
	R^2 = 0.89 , 0.25 Enter, 0.75 Exit
4-6 PM Peak Hr. Total:	LN(T) = .9LN(X) + .53
	R^2 = 0.91 , 0.63 Enter, 0.37 Exit
AM Gen Pk Hr. Total:	T = .7(X) + 12.05
	R^2 = 0.89 , 0.26 Enter, 0.74 Exit
PM Gen Pk Hr. Total:	LN(T) = .89LN(X) + .61
	R^2 = 0.91 , 0.64 Enter, 0.36 Exit
Sat. 2-Way Volume:	LN(T) = .94LN(X) + 2.63, R^2 = 0.93
Sat. Pk Hr. Total:	T = .89(X) + 10.93
	R^2 = 0.9 , 0.54 Enter, 0.46 Exit
Sun. 2-Way Volume:	T = 8.83(X) + -9.76, R^2 = 0.94
Sun. Pk Hr. Total:	LN(T) = .89LN(X) + .44
	R^2 = 0.88 , 0.53 Enter, 0.47 Exit

Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

Summary of Trip Generation Calculation
For 790 Dwelling Units of Residential Condominium / Townhouse
August 17, 2004

ITE LUC 230

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	4.71	0.00	1.00	3719
7-9 AM Peak Hour Enter	0.06	0.00	1.00	46
7-9 AM Peak Hour Exit	0.28	0.00	1.00	224
7-9 AM Peak Hour Total	0.34	0.00	1.00	270
4-6 PM Peak Hour Enter	0.28	0.00	1.00	219
4-6 PM Peak Hour Exit	0.14	0.00	1.00	108
4-6 PM Peak Hour Total	0.41	0.00	1.00	327
Saturday 2-Way Volume	4.16	0.00	1.00	3288
Saturday Peak Hour Enter	0.19	0.00	1.00	147
Saturday Peak Hour Exit	0.16	0.00	1.00	125
Saturday Peak Hour Total	0.34	0.00	1.00	272

Note: A zero indicates no data available.
The above rates were calculated from these equations:

24-Hr. 2-Way Volume:	LN(T) = .85LN(X) + 2.55, R^2 = 0.83
7-9 AM Peak Hr. Total:	LN(T) = .8LN(X) + .26
	R^2 = 0.76 , 0.17 Enter, 0.83 Exit
4-6 PM Peak Hr. Total:	LN(T) = .82LN(X) + .32
	R^2 = 0.8 , 0.67 Enter, 0.33 Exit
AM Gen Pk Hr. Total:	LN(T) = .82LN(X) + .17
	R^2 = 0.8 , 0.18 Enter, 0.82 Exit
PM Gen Pk Hr. Total:	T = .34(X) + 38.31
	R^2 = 0.83 , 0.64 Enter, 0.36 Exit
Sat. 2-Way Volume:	T = 3.62(X) + 427.93, R^2 = 0.84
Sat. Pk Hr. Total:	T = .29(X) + 42.63
	R^2 = 0.84 , 0.54 Enter, 0.46 Exit
Sun. 2-Way Volume:	T = 3.13(X) + 357.26, R^2 = 0.88
Sun. Pk Hr. Total:	T = .23(X) + 50.01
	R^2 = 0.78 , 0.49 Enter, 0.51 Exit

Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

Summary of Trip Generation Calculation
For 18 Holes of Golf Course
August 17, 2004

ITE LUC 430

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	35.74	12.12	1.00	643
7-9 AM Peak Hour Enter	1.75	0.00	1.00	32
7-9 AM Peak Hour Exit	0.47	0.00	1.00	8
7-9 AM Peak Hour Total	2.22	1.82	1.00	40
4-6 PM Peak Hour Enter	1.21	0.00	1.00	22
4-6 PM Peak Hour Exit	1.53	0.00	1.00	28
4-6 PM Peak Hour Total	2.74	1.79	1.00	49
Saturday 2-Way Volume	40.63	17.12	1.00	731
Saturday Peak Hour Enter	2.25	0.00	1.00	41
Saturday Peak Hour Exit	2.34	0.00	1.00	42
Saturday Peak Hour Total	4.59	2.73	1.00	83

Note: A zero indicates no data available.
Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

Summary of Trip Generation Calculation
For 6 Tennis Courts of Tennis Courts
August 17, 2004

ITE LUC 490

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	31.04	13.02	1.00	186
7-9 AM Peak Hour Enter	0.00	0.00	1.00	0
7-9 AM Peak Hour Exit	0.00	0.00	1.00	0
7-9 AM Peak Hour Total	1.67	0.00	1.00	10
4-6 PM Peak Hour Enter	0.00	0.00	1.00	0
4-6 PM Peak Hour Exit	0.00	0.00	1.00	0
4-6 PM Peak Hour Total	3.88	2.23	1.00	23
Saturday 2-Way Volume	27.83	0.00	1.00	167
Saturday Peak Hour Enter	0.00	0.00	1.00	0
Saturday Peak Hour Exit	0.00	0.00	1.00	0
Saturday Peak Hour Total	3.00	0.00	1.00	18

Note: A zero indicates no data available.
Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

Summary of Trip Generation Calculation
For 5.5 Acres of Beach Park
August 17, 2004

ITE LUC 415

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	29.81	47.96	1.00	164
7-9 AM Peak Hour Enter	0.00	0.00	1.00	0
7-9 AM Peak Hour Exit	0.00	0.00	1.00	0
7-9 AM Peak Hour Total	0.00	0.00	1.00	0
4-6 PM Peak Hour Enter	0.38	0.00	1.00	2
4-6 PM Peak Hour Exit	0.92	0.00	1.00	5
4-6 PM Peak Hour Total	1.30	0.00	1.00	7
Saturday 2-Way Volume	66.47	116.34	1.00	366
Saturday Peak Hour Enter	0.54	0.00	1.00	3
Saturday Peak Hour Exit	0.64	0.00	1.00	4
Saturday Peak Hour Total	1.18	1.25	1.00	6

Note: A zero indicates no data available.
Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

MASTER CONCEPT PLAN
FOR
WEST BAY CLUB RPD
(FORMERLY ESTERO POINTE RPD)

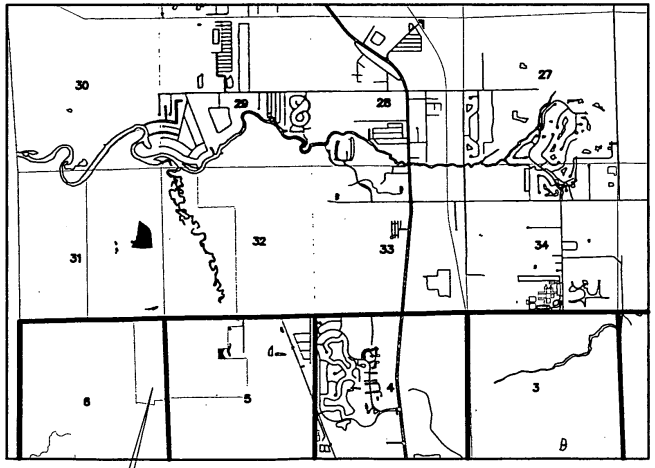
AUG 27 2004
PLANNING COUNTER

SECTIONS 29/30/31/32, TOWNSHIP 46 S., RANGE 25 E.
SECTIONS 5/6, TOWNSHIP 47 S., RANGE 25 E.
BONITA SPRINGS, LEE COUNTY, FLORIDA

OCI 2004 00046

INDEX OF PLANS

SHEET NO.	DESCRIPTION
1	COVER
2	MASTER CONCEPT PLAN
3	DOCUMENTATION, SOILS & FLUCFCS



LOCATION MAP

0 2000 4000
SCALE IN FEET

N

APRIL, 2004

APPLICANT

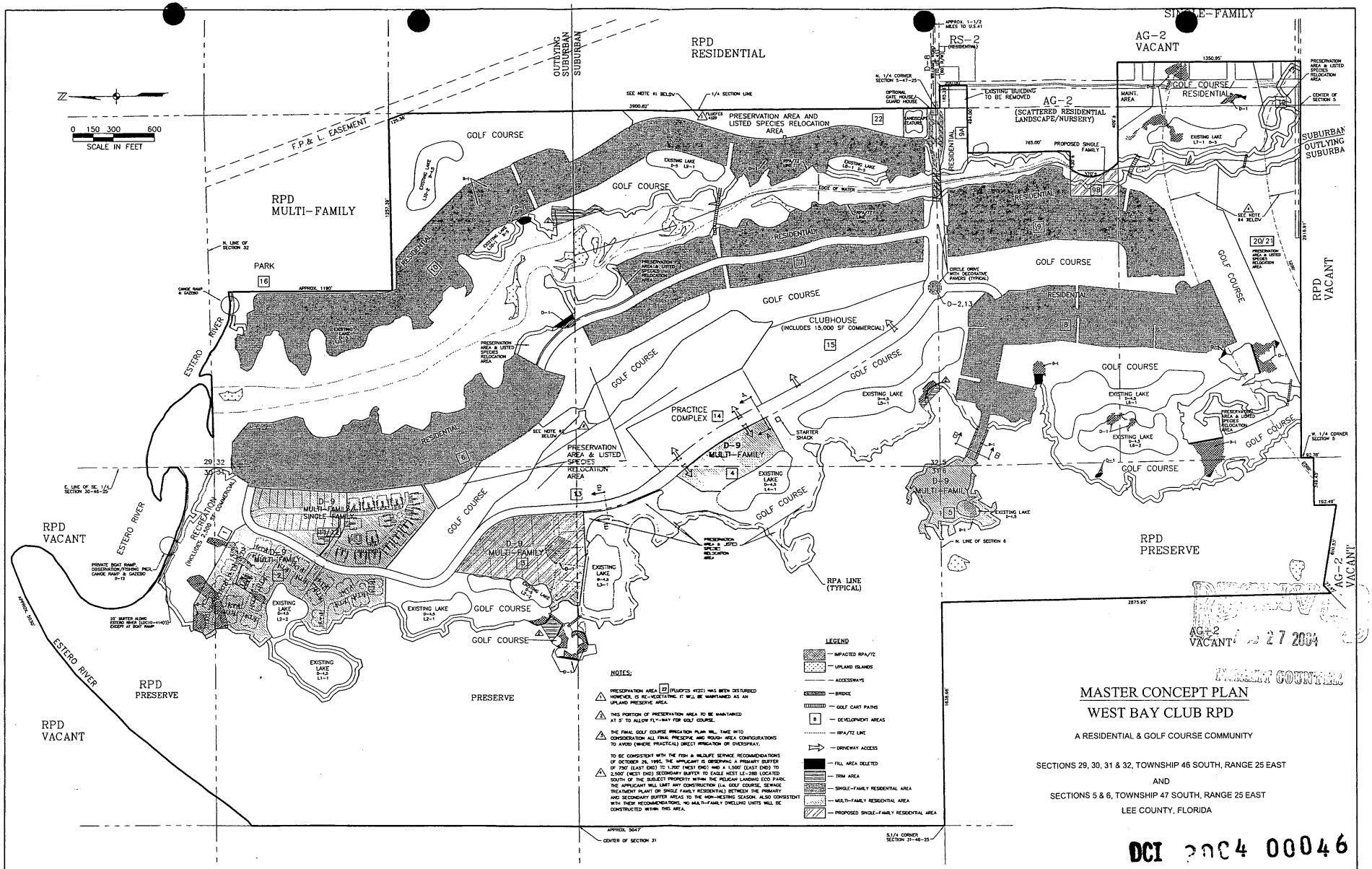
WEST BAY CLUB DEVELOPMENT CORPORATION
4600 WEST BAY BOULEVARD
ESTERO, FLORIDA 33928
PHONE (239) 498-7770
FAX (239) 498-7771

ENGINEERING

2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

SHEET 1

J:\20044403\DRAWINGS\MCP\MCP-COVER.dwg (Cover) AJC Aug 27, 2004 - 8:25am



MASTER CONCEPT PLAN
WEST BAY CLUB RPD

A RESIDENTIAL & GOLF COURSE COMMUNITY

SECTIONS 29, 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST
AND
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

DCI 2004 00046

RECEIVED
AUG 27 2004
PERMIT COUNTER

J:\20044403\DRAWINGS\MCP\MCP-SITE.dwg (Sheet1) AJG Aug 27, 2004 - 8:09am

REVISIONS

WEST BAY CLUB RPD
LEE COUNTY, FLORIDA

JOHNSON ENGINEERING
2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

MASTER CONCEPT PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
04/06/04	20044403	29-46-25	1" = 300'	2

	Minimum Lot			Minimum Setback								
	Area (s.f.)	Depth (feet)	Width (feet)	Side (feet)	Rear (feet)	Road (feet)	Water Body (feet)	Maximum Height (feet)	Number of Habitable Floors	Minimum Bldg. Separation	Subdivision	Condo
RESIDENTIAL												
Single Family	5,500	100	55	5	10	20	20	45	3	10	Yes	Yes
Two Family Attac 1st Side 2nd Side	5,000	100	50	 0 7.5	15	20	20	45	3	15	Yes	Yes
Zero Lot Line 1st Side 2nd Side	4,500	80	45	 0 4	15(+) (**)	15	20	45	3	4	Yes	Yes
Townhouse 1st Side 2nd Side	2,800	80	35	 0 0 or 10	20	20	20	45	3	** Complex Separation: 20	Yes	Yes
MULTI-FAMILY												
Ground Level	10,000	100	100		20	20	25	45	3	20		Yes
Mid-Rise	10,000	100	100		20	20	25	75	7	20		Yes
High-Rise	10,000	100	100		20	20	25		20*	60		Yes
CLUBHOUSE AREA	40,000	200	200	15	20	20	20	45	2	15	Yes	Yes
PRACTICE COMPLEX	40,000	200	200	15	20	20	20	45	2	15	Yes	Yes

All Housing Types

See LDC Sections 34-1174, 34-1176, 34-2191 and 34-2194 for accessory structure setbacks

Setbacks for Estero River: 25 feet

* 20 Stories over parking. All buildings over 45 fet shall provide one half foot setback from West Bay Club perimeter property line for every foot of elevation over 45 feet.

An overall maximimum of six (6) high-rise buildings may be located within multi-family Pods 3,4 and 5

Mid-rise or ground level buildings can be clusters in multi-family Pods 2,3,4 and 5

** Maximum number of attached units: 6

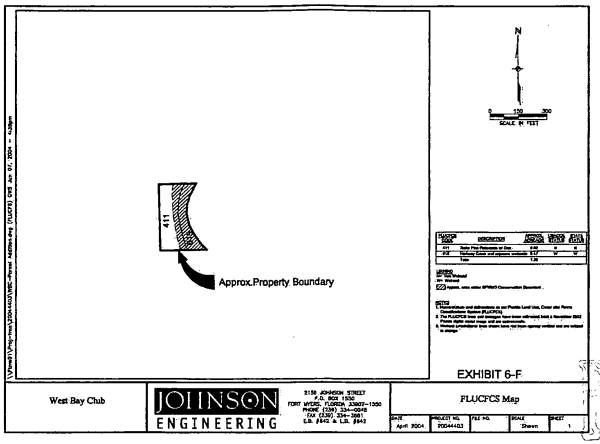


EXHIBIT 6-F

West Bay Club | JOHNSON ENGINEERING | 2158 JOHNSON STREET P.O. BOX 1550 FORT MYERS, FLORIDA 33902-1550 PHONE (239) 334-0046 FAX (239) 334-3661 E.B. #642 & L.B. #642 | FLU/CFCS Map

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
April 2004	20044403		Shown	1

RECEIVED
AUG 27 2004
PERMIT CENTER

SCHEDULE OF USES

ACCESSORY USES AND STRUCTURES
ACCESSORY APARTMENT (df)
ADMINISTRATIVE OFFICE (df)
ATM
BAIT AND TACKLE SHOP
BANKS AND FINANCIAL ESTABLISHMENTS, Group I [Section 34-622(c)(3)]
BUSINESS SERVICES, Group I, and Group II if limited to lawn and garden services and swimming pool cleaning services, [Section 34-622(c)(5)]
CANOE LAUNCH
CLUBS
- COUNTRY (df)
- PRIVATE (df)

CONSUMPTION ON PREMISES (Section 34-1261)
CONVENIENCE FOOD AND BEVERAGE STORE (df)
DAY CARE CENTER, CHILD (df)
DRUGSTORE (df), PHARMACY (df)
DWELLING UNIT
- SINGLE FAMILY (df)
- TWO-FAMILY ATTACHED (df)
- TOWNHOUSE (df)
- MULTIPLE FAMILY BUILDING (df)
- ZERO LOT LINE (df)

ENTRANCE GATES AND GATEHOUSE (df)
ESSENTIAL SERVICES (df)
ESSENTIAL SERVICE FACILITIES, ALL GROUPS [Section 34-622(c)(13)]
EXCAVATION - WATER RETENTION
FENCES, WALLS
FOOD AND BEVERAGE SERVICE, LIMITED (df)
FOOD STORES, Group I [Section 34-622(c)(16) including a gourmet grocery store
GIFT AND SOUVENIR SHOP (df)
GOLF COURSE AND ACCESSORY FACILITIES
GOLF DRIVING RANGE AND GOLF TRAINING FACILITY
HELISTOP (df)
HOME/CARE FACILITY (df)
HOME OCCUPATION
LAUNDRY OR DRY CLEANING [Section 34-622(c)(24)]
MODEL HOME, UNIT, DISPLAY CENTER
PARKS, PRIVATE, Group I [Section 34-622(c)(32)]
PARKING LOT ACCESSORY (df)
PERSONAL SERVICES, Groups I and II [Section 34-622(c)(33)]
PHARMACY (df
POST OFFICE (df)
PRIVATE BOAT RAMP AND OBSERVATION/FISHING PIER
RECREATIONAL FACILITIES
- PERSONAL (df)
- PRIVATE (df)

REAL ESTATE SALES OFFICE
RESIDENTIAL ACCESSORY USES [Section 34-622(c)(42)]
RESTAURANTS, Groups I, II and III [Section 34-622(c)(43)]
SIGNS - in accordance with Chapter 30 of Land Development Code
SPECIALTY RETAIL SHOPS, Groups I and II [Section 34-622(c)(47)]
TEMPORARY USES
TEMPORARY CONSTRUCTION TRAILER
TEMPORARY SALES CENTER
UNITS OF HIGH IMPACT(df), including time share

OPEN SPACE CALCULATIONS:

REQUIRED OPEN SPACE : 866± AC. x 40%		=	346.4± AC. (40%)
INDIGENOUS REQUIREMENT		=	173.2± AC. (20%)
OPEN SPACE PROVIDED (AC.±)			MCP (AC.±)
WETLANDS			397.8
PRESERVATION AREA 13: 22.8 AC. X 1.63%-36.5 AC.+ 3.2 AC.[10-413 (c)(2)(c)] =			40.0
PRESERVATION AREA 19			2.6
PRESERVATION AREA 20/21: 12.8 AC. X 1.63% [10-413 (c)(2)(c)] =			20.5
PRESERVATION AREA 22			6.3
UPLAND ISLAND PRESERVATION AREAS			3.1
GOLF COURSE			85.9
GOLF COURSE ROUGH			20.6
UPLAND BUFFER AREAS			38.4
PARK (AREA 16)			1.0
LAKES			36.7
RECREATIONAL AREA 1	(10.2 AC. x 80%)	=	8.2
MULTI-FAMILY POD 2 :	12.8 x 15%	=	1.9
MULTI-FAMILY POD 3 :	9.5 x 35%	=	3.3
MULTI-FAMILY POD 4 :	4.7 x 35%	=	1.6
MULTI-FAMILY POD 5 :	6.0 x 60%	=	3.6
SINGLE FAMILY POD 6 :	26.3 x 10%	=	2.6
SINGLE FAMILY POD 7 :	24.1 x 10%	=	2.4
SINGLE FAMILY POD 8 :	24.8 x 10%	=	2.5
RESIDENTIAL POD 9, 9A & 9B:	21.3 x 10%	=	2.1
RESIDENTIAL POD 10 :	44.0 x 10%	=	4.4
MULTI-FAMILY POD 11 & 12 :	13.8 x 15%	=	2.1
PRACTICE AREA (POD 14)	7.0 x 80%	=	5.6
CLUBHOUSE SITE (POD 15)	11.0 x 15%	=	1.7
MAINTENANCE/ GOLF COURSE/ FUTURE RESIDENTIAL (PODS 17 & 18)	14.3 x 40%	=	5.7
TOTAL OPEN SPACE PROVIDED		=	700.6 (81%)
TOTAL INDIGENOUS OPEN SPACE PROVIDED		=	525.8 (61%)

SITE BREAKDOWN

DESCRIPTION OF AREAS		AREA (In ACRES)
Wetlands		397.8
Golf Course		85.9
Golf Course Rough		20.6
Upland Buffer Areas		38.4
Lakes		36.7
Pod 1:	Recreation Area	10.2
Pod 2:	Multi Family	12.8
Pod 3:	Multi Family	9.5
Pod 4:	Multi Family	4.7
Pod 5:	Multi Family	6.0
Pod 6:	Residential	26.3
Pod 7:	Residential	24.1
Pod 8:	Residential	24.8
Pod 9, 9A & 9B:	Residential	22.4
Pod 10:	Residential	44.0
Pod 11/12:	Multi Family	13.8
Pod 13:	Upland Preservation	26.5
Pod 14:	Practice Area	7.0
Pod 15:	Clubhouse	11.0
Pod 16:	Park Area	1.0
Pod 17/18:	Maintenance Area & Residential/Golf Course	14.3
Pod 19:	Upland Preservation	2.6
Pod 20/21:	Upland Preservation	12.8
Pod 22:	Upland Preservation	6.3
Pod 23:	Upland Island Preservation	3.1
TOTAL: 866 ACRES		

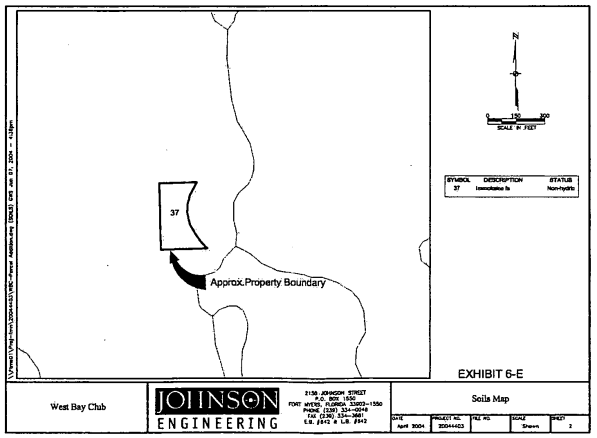


EXHIBIT 6-E

West Bay Club | JOHNSON ENGINEERING | 2158 JOHNSON STREET P.O. BOX 1550 FORT MYERS, FLORIDA 33902-1550 PHONE (239) 334-0046 FAX (239) 334-3661 E.B. #642 & L.B. #642 | Soils Map

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
April 2004	20044403		Shown	2

DCI 2004 00046

J:\20044403\DRAWINGS\MCP\MCP-DOCUMENTATION.dwg (Sheet1) AJC Aug 27, 2004 - 8:10am

REVISIONS		

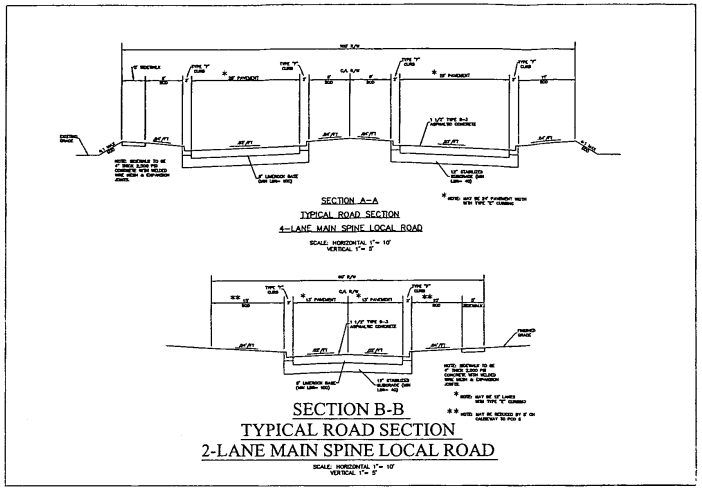
WEST BAY CLUB RPD
LEE COUNTY, FLORIDA

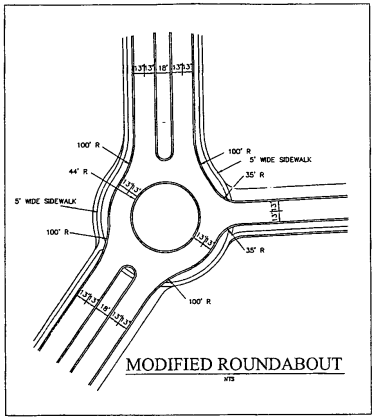
JOHNSON ENGINEERING

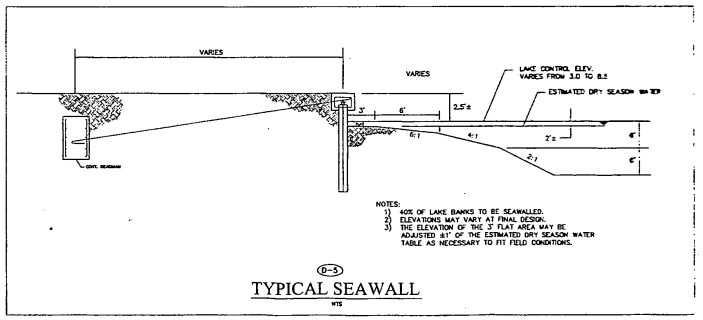
2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

DOCUMENTATION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
04/06/04	20044403	29-46-25	As Shown	3







RECEIVED
OCT 27 2004
PERMIT COUNTER
OCI 2004 00046

J:\20044403\DRAWINGS\MCP\MCP-DOCUMENTATION-2.dwg (Sheet1) AJG Aug 27, 2004 - 8:13am

REVISIONS		

WEST BAY CLUB
LEE COUNTY, FLORIDA

JOHNSON ENGINEERING
2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

DOCUMENTATION

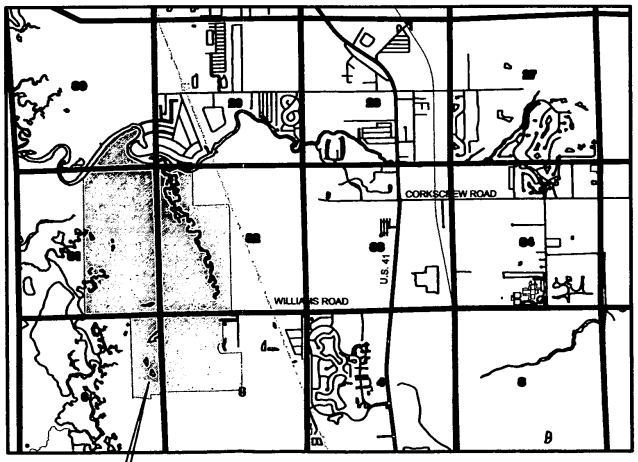
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
04/06/04	20044403	29-46-25	As Shown	4

MASTER CONCEPT PLAN
FOR
WEST BAY CLUB RPD
(FORMERLY ESTERO POINTE RPD)

SECTIONS 29/30/31/32, TOWNSHIP 46 S., RANGE 25 E.
SECTIONS 5/6, TOWNSHIP 47 S., RANGE 25 E.
BONITA SPRINGS, LEE COUNTY, FLORIDA

INDEX OF PLANS

SHEET NO.	DESCRIPTION
1	COVER
2	MASTER CONCEPT PLAN
3	DOCUMENTATION, SOILS & FLUCFCS



LOCATION MAP

0 2000 4000
SCALE IN FEET

APRIL, 2004

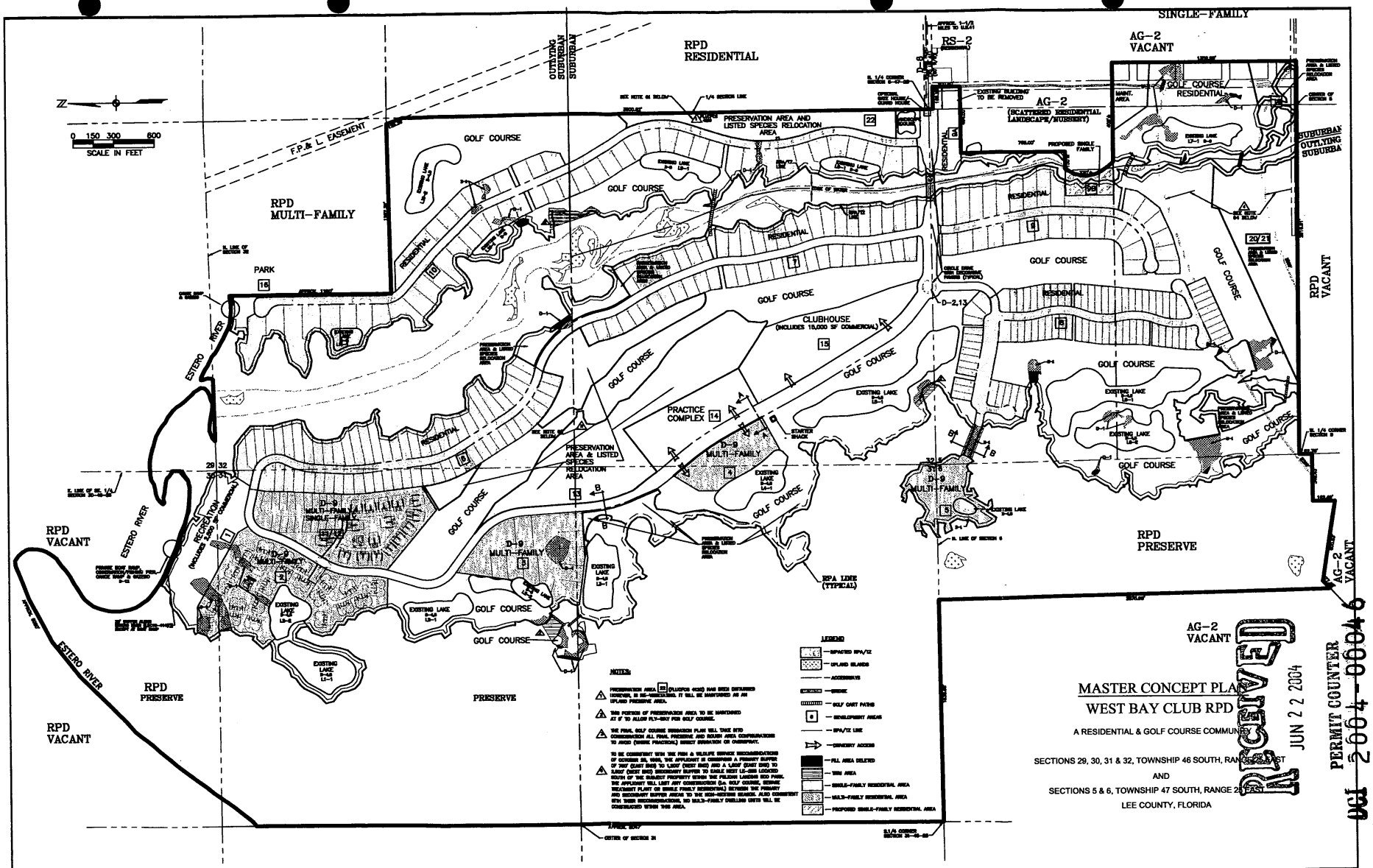
APPLICANT

WEST BAY CLUB DEVELOPMENT CORPORATION
4600 WEST BAY BOULEVARD
ESTERO, FLORIDA 33928
PHONE (239) 498-7770
FAX (239) 498-7771

JOHNSON ENGINEERING

2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

RECEIVED
JUN 22 2004
PERMIT COUNTER
DCI 2004-00046



REVISIONS			

WEST BAY CLUB RPD
LEE COUNTY, FLORIDA

JOHNSON ENGINEERING
2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

MASTER CONCEPT PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
04/08/04	20044403	29-46-25	1" = 300'	2

	Minimum Lot			Minimum Setback							
	Area (s.f.)	Depth (feet)	Width (feet)	Side (feet)	Rear (feet)	Road (feet)	Water Body (feet)	Maximum Height (feet)	Number of Habitable Floors	Minimum Bldg. Separation	Subdivision
RESIDENTIAL											
Single Family	5,500	100	55	5	10	20	20	45	3	10	Yes
Two Family Attac 1st Side 2nd Side	5,000	100	50	0 7.5	15	20	20	45	3	15	Yes
Zero Lot Line 1st Side 2nd Side	4,500	80	45	0 4	15(+) (++)	15	20	45	3	4	Yes
Townhouse 1st Side 2nd Side	2,800	80	35	0 0 or 10	20	20	20	45	3	** Complex Separation: 20	Yes
MULTI-FAMILY											
Ground Level	10,000	100	100		20	20	25	45	3	20	
Mid-Rise	10,000	100	100		20	20	25	75	7	20	
High-Rise	10,000	100	100		20	20	25		20*	60	
CLUBHOUSE AREA	40,000	200	200	15	20	20	20	45	2	15	Yes
PRACTICE COMPLEX	40,000	200	200	15	20	20	20	45	2	15	Yes

All Housing Types

See LDC Sections 34-1174, 34-1176, 34-2191 and 34-2194 for accessory structure setbacks

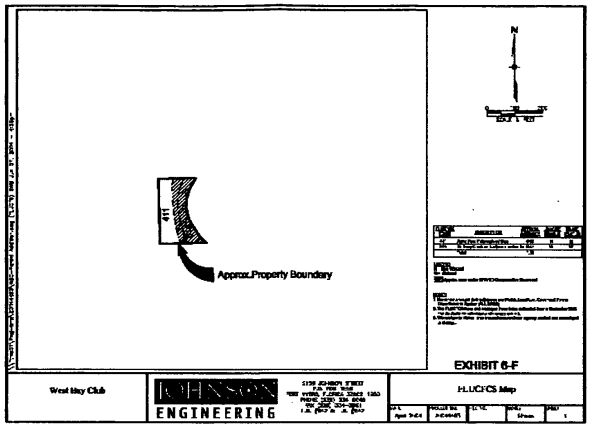
Setbacks for Estero River: 25 feet

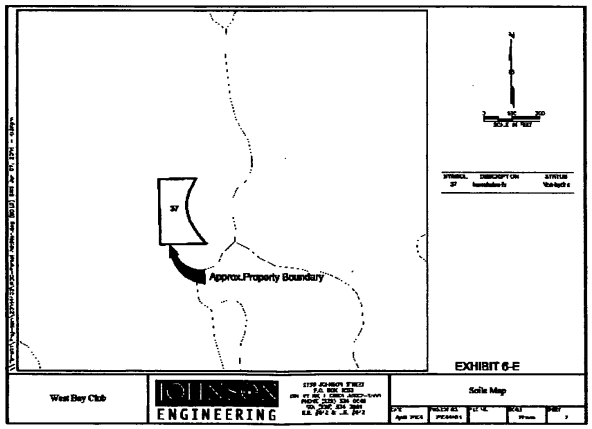
* 20 Stories over parking. All buildings over 45 fet shall provide one half foot setback from Wes perimeter property line for every foot of elevation over 45 feet.

An overall maximum of six (6) high-rise buildings may be located within multi-family Pods 3,4

Mid-rise or ground level buildings can be clusters in multi-family Pods 2,3,4 and 5

** Maximum number of attached units: 6





SCHEDULE OF USES

ACCESSORY USES AND STRUCTURES
ACCESSORY APARTMENT (AP)
ADMINISTRATIVE OFFICE (AO)
ATM
BAIT AND TACKLE SHOP
BANKS AND FINANCIAL ESTABLISHMENTS, Group I [Section 34-622(c)(2)]
BUSINESS SERVICES, Group I, and Group II if limited to taxi and limousine services and commuting pool standing services, [Section 34-622(c)(10)]
CANOE LAUNCH
CLUBS:
COUNTRY (AP)
PRIVATE (AP)
CONSUMPTION ON PREMISES [Section 34-1261]
CONVENIENCE FOOD AND SUNDRIES STORE (AP)
DAY CARE CENTER, CHILD (AP)
DWELLING UNIT:
SINGLE FAMILY (AP)
TWO-FAMILY ATTACHED (AP)
TOWNHOUSE (AP)
MULTIPLE FAMILY BUILDING (AP)
ZERO LOT LINE (AP)
ENTRANCE GATES AND GATEHOUSE (AP)
ESSENTIAL SERVICES (AP)
ESSENTIAL SERVICE FACILITIES, ALL GROUPS [Section 34-622(c)(4),(13)]
EXCAVATION - WATER RETENTION
FENCES, WALLS
FOOD AND BEVERAGE SERVICE, LIMITED (AP)
FOOD STORES, Group I [Section 34-622(c)(16)] including a gourmet food store
GIFT AND SOUVENIR SHOP (AP)
GOLF COURSE AND ACCESSORY FACILITIES
GOLF DRIVING RANGE AND GOLF TRAINING FACILITY
HELIPORT (AP)
HOME/CRAFT FACILITY (AP)
HOME OCCUPATION
LAUNDRY OR DRY CLEANING [Section 34-622(c)(24)]
MODEL HOME, UNIT, DISPLAY CENTER
PARCS, PRIVATE, Group I [Section 34-622(c)(32)]
PARKING LOT ACCESSORY (AP)
PERSONAL SERVICES, Groups I and II [Section 34-622(c)(33)]
PHARMACY (AP)
POST OFFICE (AP)
PRIVATE BOAT RAMP AND OBSERVATION/FISHING PIER
RECREATIONAL FACILITIES
PERSONAL (AP)
PRIVATE (AP)
REAL ESTATE SALES OFFICE
RESIDENTIAL ACCESSORY USES [Section 34-622(c)(37)]
RESTAURANTS, Groups I, II and III [Section 34-622(c)(38)]
SIGNS - In accordance with Chapter 30 of Land Development Code
SPECIALTY RETAIL SHOPS, Groups I and II [Section 34-622(c)(47)]
TEMPORARY USES
TEMPORARY CONSTRUCTION TRAILER
TEMPORARY SALES CENTER
UNITS OF HIGH SPACE(AO), including time share

OPEN SPACE CALCULATIONS:

REQUIRED OPEN SPACE : 2884 AC. x 40% =		=	346.4± AC. (40%)
REMAINDOR REQUIREMENT		=	173.2± AC. (20%)
OPEN SPACE PROVIDED (AC.±)			SIZE (AC.±)
WETLANDS			207.0
PRESERVATION AREA 12: 29.0 AC. X 1,000-SQ.FT. AC.± 2.3 AC.[30-SQ.FT.] =			66.8
PRESERVATION AREA 19			2.4
PRESERVATION AREA 20/21: 10.0 AC. X 1.05 [10-SQ.FT.] =			10.5
PRESERVATION AREA 22			6.5
EXPLORE ISLAND PRESERVATION AREAS			2.1
GOLF COURSE			222.0
GOLF CHANNEL SHOWN			22.0
UPLAND BUFFER AREAS			22.0
PHASE (AREA 16)			1.5
LAKES			20.5
RECREATIONAL AREA 1	(10.2 AC. x 60%)	=	6.1
MULTI-FAMILY POD 2 :	12.8 x 10%	=	1.3
MULTI-FAMILY POD 3 :	8.5 x 20%	=	1.7
MULTI-FAMILY POD 4 :	6.7 x 20%	=	1.3
MULTI-FAMILY POD 5 :	8.0 x 10%	=	0.8
SINGLE FAMILY POD 6 :	28.3 x 10%	=	2.8
SINGLE FAMILY POD 7 :	24.1 x 10%	=	2.4
SINGLE FAMILY POD 8 :	24.0 x 10%	=	2.4
RESIDENTIAL POD 9, 9A & 9B:	31.3 x 10%	=	3.1
RESIDENTIAL POD 10 :	44.0 x 10%	=	4.4
MULTI-FAMILY POD 11 & 12 :	13.8 x 10%	=	1.4
PRACTICE AREA (POD 14)	7.0 x 10%	=	0.7
CLUBHOUSE SITE (POD 15)	11.0 x 10%	=	1.1
MAINTENANCE/ GOLF COURSE/ FUTURE RESIDENTIAL (PODS 17 & 18)	14.3 x 40%	=	5.7
TOTAL OPEN SPACE PROVIDED		=	703.0 (51%)
TOTAL REMAINDOR OPEN SPACE PROVIDED		=	535.8 (31%)

SITE BREAKDOWN

DESCRIPTION OF AREAS		AREA (IN ACRES)
Wetlands		207.0
Golf Course		222.0
Golf Course Rough		22.0
Upland Buffer Areas		22.4
Lakes		20.7
Pod 1:	Recreation Area	10.2
Pod 2:	Multi Family	12.8
Pod 3:	Multi Family	8.5
Pod 4:	Multi Family	6.7
Pod 5:	Multi Family	8.0
Pod 6:	Residential	28.3
Pod 7:	Residential	24.1
Pod 8:	Residential	24.0
Pod 9, 9A & 9B:	Residential	22.4
Pod 10:	Residential	44.0
Pod 11/12:	Multi Family	13.8
Pod 13:	Upland Preservation	28.5
Pod 14:	Practice Area	7.0
Pod 15:	Clubhouse	11.0
Pod 16:	Park Area	1.0
Pod 17/18:	Maintenance Area & Residential/Golf Course	14.3
Pod 19:	Upland Preservation	2.8
Pod 20/21:	Upland Preservation	12.8
Pod 22:	Upland Preservation	6.3
Pod 23:	Upland Island Preservation	2.1
	TOTAL: 688 ACRES	

RECEIVED
JUN 22 2004
PERMIT COUNTER

DCI 2004-00046

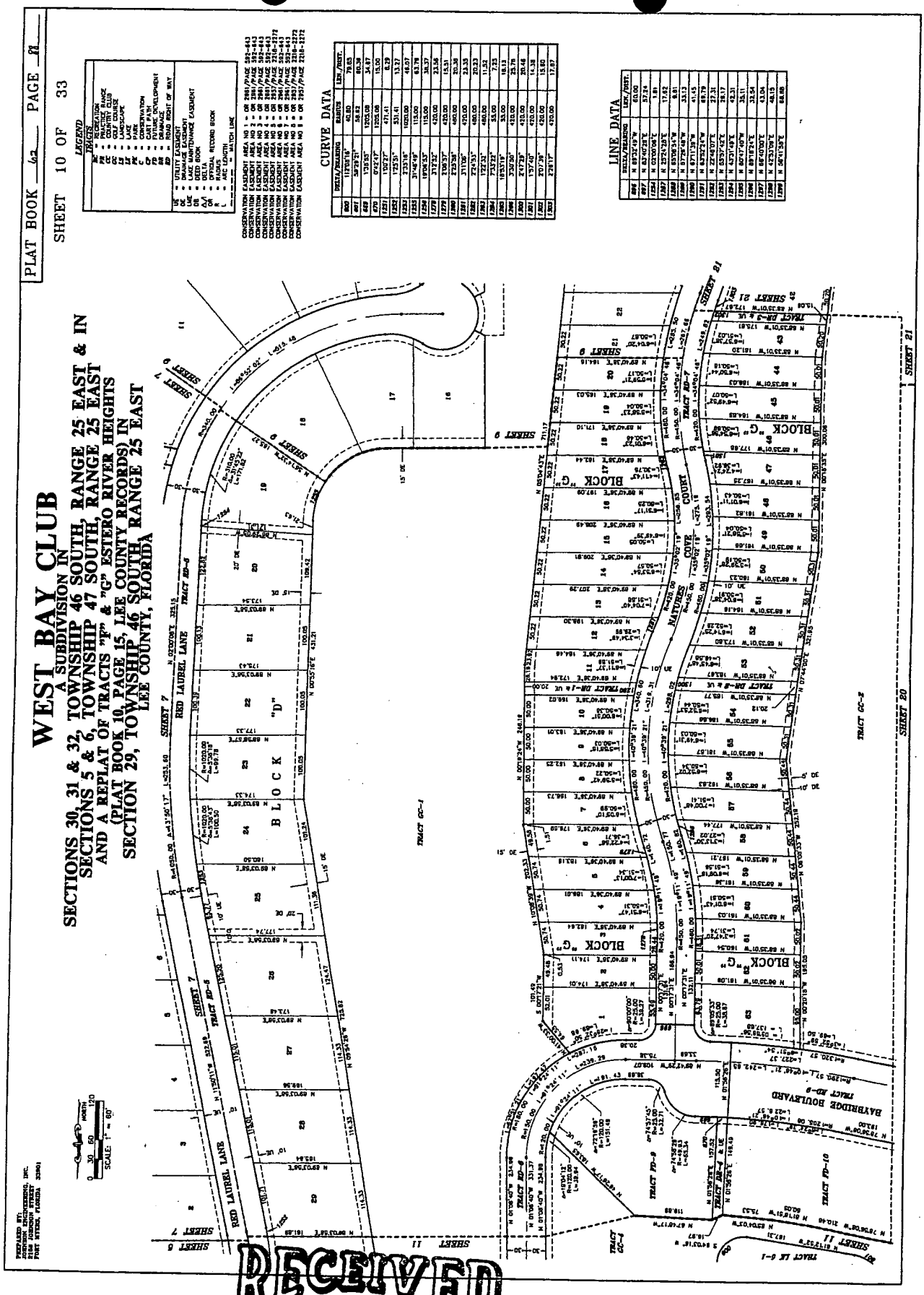
REVISIONS

WEST BAY CLUB RPD
LEE COUNTY, FLORIDA

JOHNSON ENGINEERING
2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

DOCUMENTATION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
04/08/04	20044403	28-46-25	As Shown	3



RECEIVED
JUN 22 2004
PERMIT COUNTER

DCI 2004-00046

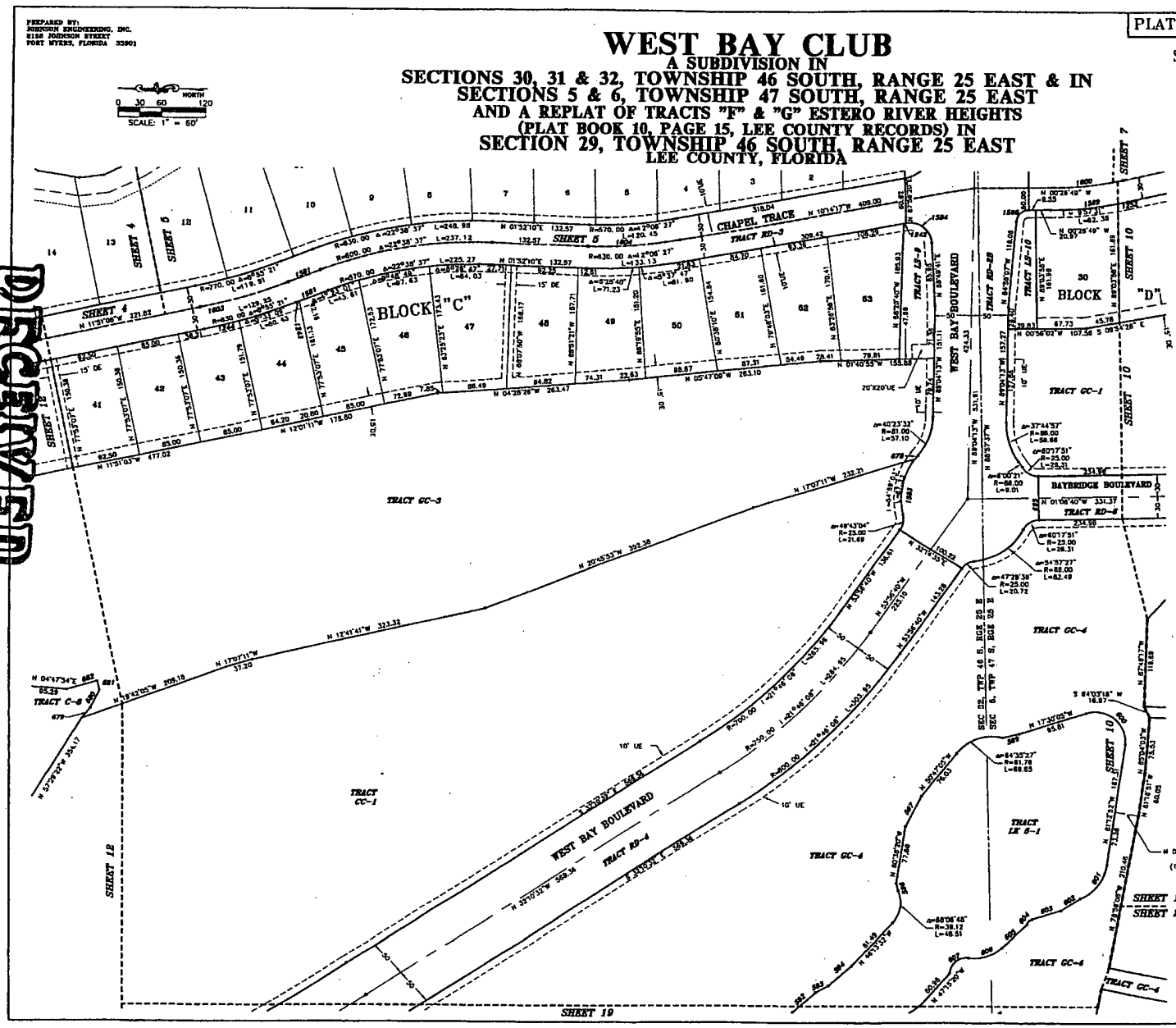
PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

PLAT BOOK 62 PAGE 89

SHEET 11 OF 33

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA



LEGEND

TRACTS	
RC	= RECREATION
PR	= PRACTICE RANGE
CC	= COUNTRY CLUB
GC	= GOLF COURSE
LS	= LANDSCAPE
LK	= LAKE
PK	= PARK
C	= CONSERVATION
CP	= CART PATH
FD	= FUTURE DEVELOPMENT
DR	= DRAINAGE
RW	= ROAD RIGHT OF WAY

UE	= UTILITY EASEMENT
DE	= DRAINAGE EASEMENT
LME	= LAKE MAINTENANCE EASEMENT
DB	= DEED BOOK
Δ	= DELTA
OR	= OFFICIAL RECORD BOOK
R	= RADIUS
L	= ARC LENGTH
	= MATCH LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2961/PAGE 582-843
CONSERVATION EASEMENT AREA NO 2 = OR 2961/PAGE 582-843
CONSERVATION EASEMENT AREA NO 3 = OR 2961/PAGE 582-843
CONSERVATION EASEMENT AREA NO 4 = OR 2961/PAGE 582-843
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2961/PAGE 582-843
CONSERVATION EASEMENT AREA NO 7 = OR 2961/PAGE 582-843
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2218-2272

CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
600	112°06'16"	40.80	79.85
601	59°29'21"	58.67	60.86
604	59°25'34"	10.74	11.14
606	50°44'02"	55.71	49.33
607	93°21'43"	22.88	37.28
678	4°01'37"	91.00	6.40
1229	3°18'32"	770.00	44.47
1239	2°38'10"	830.00	28.62
1240	0°54'19"	570.00	8.01
1241	2°38'38"	570.00	26.30
1244	3°22'12"	830.00	48.82
1582	84°31'18"	17.00	25.08
1583	113°37'23"	531.41	103.84
1583	94°59'03"	91.00	97.33
1584	87°03'58"	30.00	50.82
1600	11°23'22"	501.41	99.67
1603	8°33'21"	600.00	124.56
1604	12°08'27"	600.00	126.79

LINE DATA

	DELTA/BEARING	LEN./DIST.
592	N 40°13'34"W	42.00
593	N 27°08'48"W	19.44
594	N 39°56'02"W	42.23
596	N 77°00'45"E	10.54
597	N 82°09'58"W	47.38
599	N 14°07'27"W	23.08
601	N 32°52'18"W	31.35
602	N 15°56'17"W	40.18
605	N 42°49'52"W	45.73
606	N 32°23'09"W	58.16
678	N 50°32'16"W	18.74
680	N 61°25'40"W	29.63
681	N 77°14'44"E	13.48
682	N 15°37'50"W	43.33
685	N 68°53'20"E	60.00
1230	N 08°54'51"E	7.32
1242	N 10°14'17"W	3.44
1243	N 20°48'27"W	5.08
1581	N 20°48'27"W	47.24

RECEIVED
JUN 22 2004
PERMIT COUNTER
DCI 2004-00046

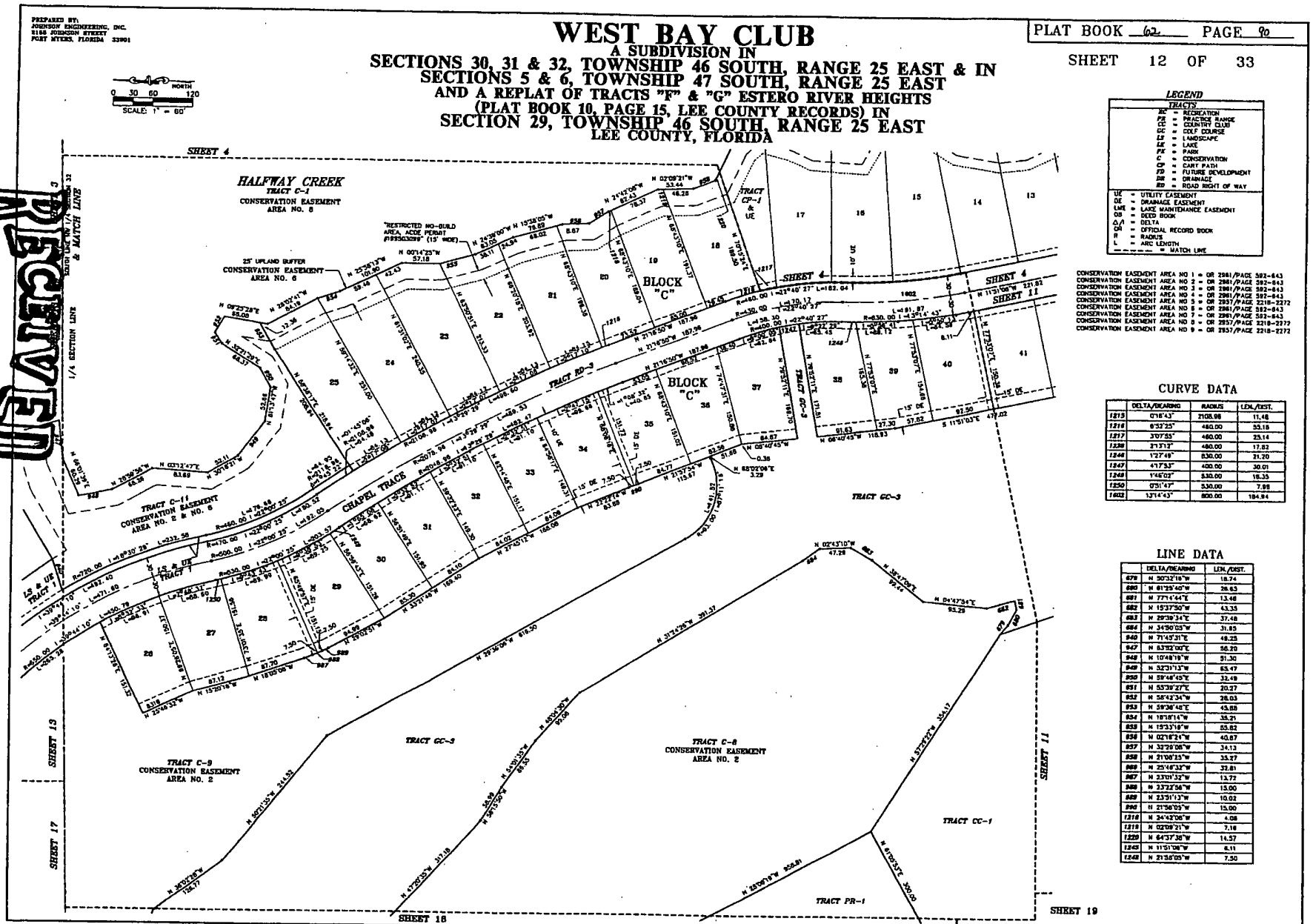
PREPARED BY:
JOHNSON ENGINEERING, INC.
8188 JOHNSON STREET
FORT MYERS, FLORIDA 33901

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

PLAT BOOK 62 PAGE 90

SHEET 12 OF 33



LEGEND

TRACTS

- RC = RECREATION
- PRR = PRACTICE RANGE
- CC = COUNTRY CLUB
- GC = GOLF COURSE
- LS = LANDSCAPE
- LK = LAKE
- PK = PARK
- C = CONSERVATION
- CP = CART PATH
- FD = FUTURE DEVELOPMENT
- DR = DRAINAGE
- RW = ROAD RIGHT OF WAY

- UE = UTILITY EASEMENT
- DE = DRAINAGE EASEMENT
- LME = LAKE MAINTENANCE EASEMENT
- DB = DEED BOOK
- Δ = DELTA
- OR = OFFICIAL RECORD BOOK
- R = RADIUS
- L = ARC LENGTH
- = MATCH LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2218-2272

CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
1215	0°18'43"	2108.98	11.48
1216	6°53'25"	480.00	55.18
1217	3°07'55"	460.00	25.14
1238	2°17'17"	480.00	17.82
1246	1°27'49"	530.00	31.20
1247	4°17'53"	400.00	30.01
1248	1°46'02"	530.00	16.35
1250	0°31'47"	530.00	7.88
1602	13°14'43"	800.00	184.94

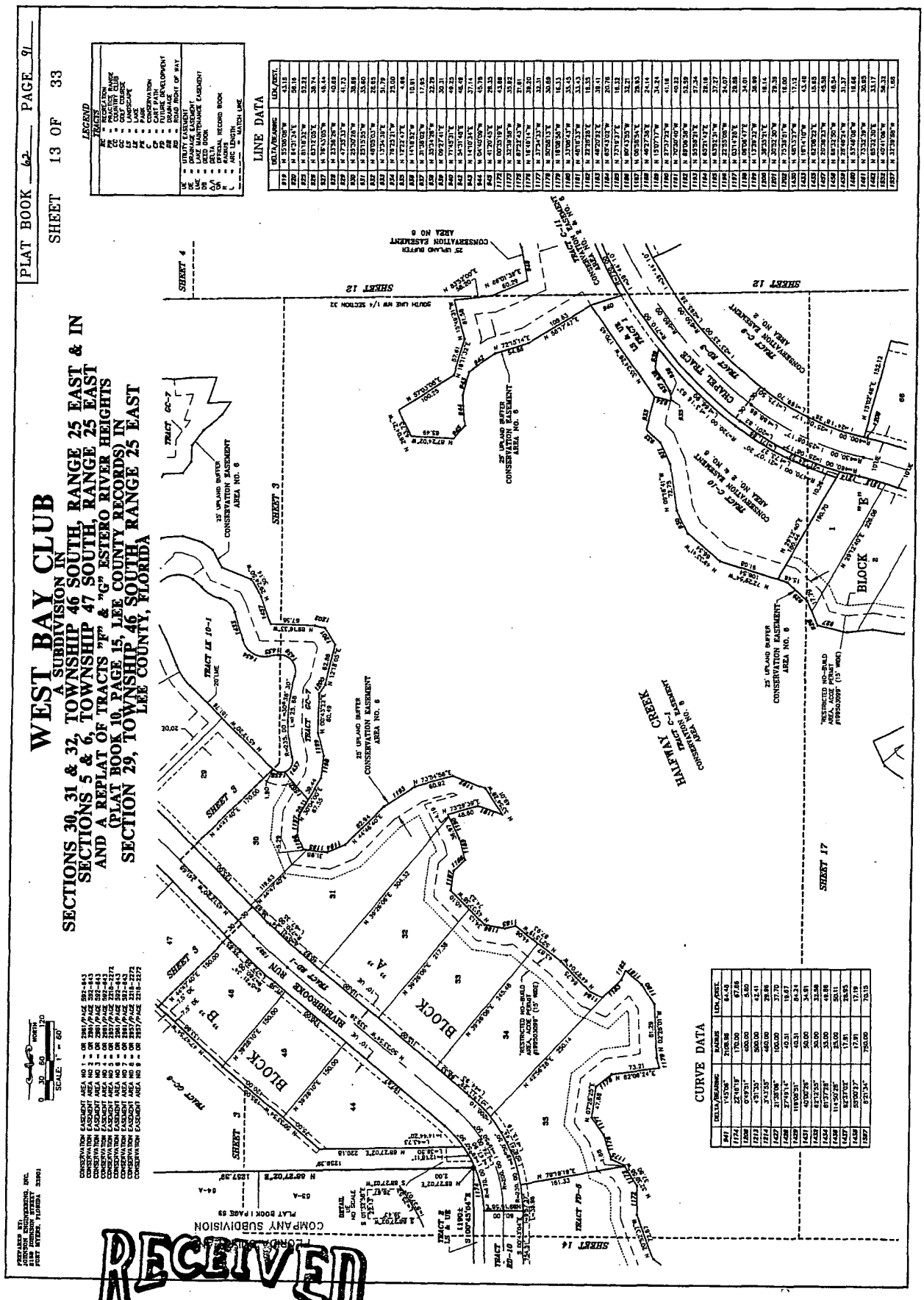
LINE DATA

	DELTA/BEARING	LEN./DIST.
679	N 30°32'16"W	18.74
680	N 61°29'40"W	28.63
681	N 77°14'44"E	13.48
682	N 15°37'50"W	43.35
683	N 29°39'34"E	37.48
684	N 34°50'05"W	31.85
940	N 71°45'31"E	48.25
947	N 83°32'00"E	56.20
948	N 10°48'19"W	51.30
949	N 32°31'13"W	63.47
950	N 59°46'45"E	32.49
951	N 55°39'27"E	20.27
952	N 56°42'34"W	38.03
953	N 39°36'48"E	45.88
954	N 18°18'14"W	38.21
955	N 15°33'18"W	55.82
956	N 02°18'21"W	40.87
957	N 32°28'09"W	34.13
958	N 21°08'15"W	35.37
959	N 25°16'33"W	32.81
967	N 33°01'32"W	13.72
968	N 33°22'56"W	15.00
969	N 23°31'13"W	10.02
990	N 21°36'05"W	15.00
1216	N 34°42'06"W	4.08
1219	N 02°09'21"W	7.16
1229	N 64°37'38"W	14.57
1245	N 11°51'08"W	6.11
1248	N 21°36'05"W	7.50

RECEIVED
JUN 22 2004

PERMIT COUNTER

DCI 2004-00046



RECEIVED
JUN 2 2 2004
PERMIT COUNTER

DCI 2004-00046

PREPARED BY:
JOHNSON ENGINEERING, INC.
8348 JOHNSON STREET
FORT MYERS, FLORIDA 33901

WEST BAY CLUB
A SUBDIVISION IN
SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

PLAT BOOK 62 PAGE 92

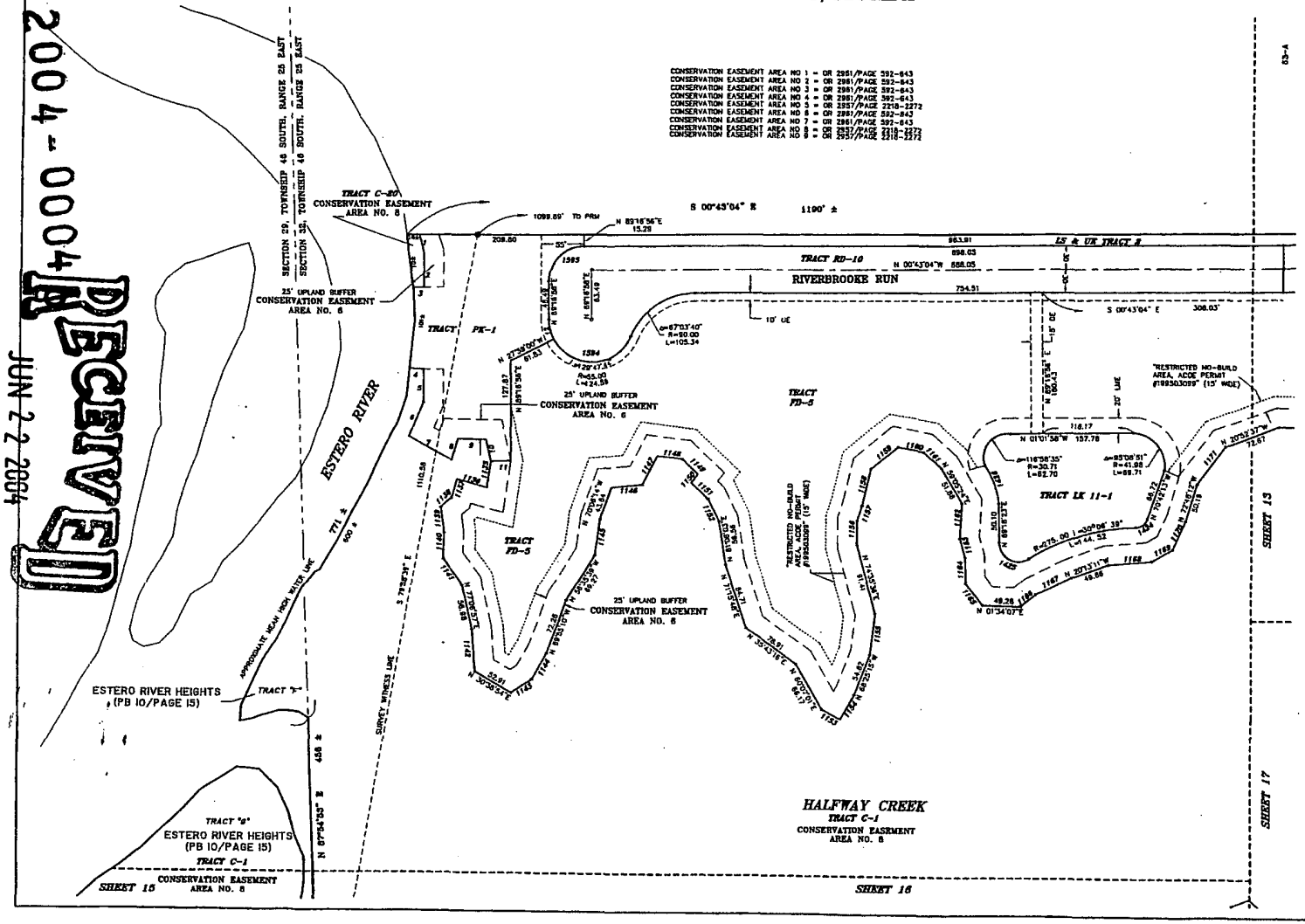
SHEET 14 OF 33

CI 2004-00048

RECEIVED
JUN 22 2004
PERMIT COUNTER

SCALE: 1" = 60'

CONSERVATION EASEMENT AREA NO 1 = OR 2951/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2951/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2951/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2951/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2951/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2951/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2218-2272



LEGEND

TRACTS	
RC	= RECREATION
PR	= PRACTICE RANGE
CC	= COUNTRY CLUB
GC	= GOLF COURSE
LS	= LANDSCAPE
LK	= LAKE
PK	= PARK
C	= CONSERVATION
CP	= CART PATH
FD	= FUTURE DEVELOPMENT
DR	= DRAINAGE
RD	= ROAD RIGHT OF WAY
UE	= UTILITY EASEMENT
DE	= DRAINAGE EASEMENT
LME	= LAKE MAINTENANCE EASEMENT
DB	= DEED BOOK
Δ	= DELTA
OR	= OFFICIAL RECORD BOOK
R	= RADIUS
L	= ARC LENGTH
	= MATCH LINE

CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
12	27°15'56"	55.00	26.17
1424	68°43'51"	16.00	19.19
1425	121°23'24"	25.00	52.97
1426	29°14'34"	102.57	52.35
1584	157°03'40"	55.00	150.77
1585	90°00'00"	45.00	70.69

LINE DATA

	DELTA/BEARING	LEN./DIST.
1	N 75°49'39"E	24.54
2	N 89°40'24"E	44.25
3	N 01°14'36"W	14 ±
4	N 03°32'48"E	18 ±
5	N 89°44'54"E	41.37
6	N 68°07'06"W	47.55
7	N 28°56'54"E	61.83
8	N 73°17'14"W	22.65
9	N 00°01'12"E	35.19
10	N 76°49'08"E	29.18
11	N 02°32'32"W	25.44
1133	N 81°34'09"W	33.81
1136	N 15°28'35"E	39.49
1137	N 75°14'15"W	24.55
1138	N 40°55'15"W	19.72
1139	N 82°14'55"E	33.83
1140	N 88°08'42"W	32.77
1141	N 53°33'06"E	42.27
1142	N 85°48'34"E	84.40
1143	N 33°32'11"W	31.59
1144	N 60°37'43"W	36.31
1145	N 83°21'40"W	46.23
1146	N 05°28'55"W	39.89
1147	N 62°07'58"W	42.29
1148	N 08°54'37"E	31.80
1149	N 43°44'47"E	28.78
1150	N 50°51'34"W	13.62
1151	N 43°03'36"E	30.05
1152	N 83°37'05"E	31.86
1153	N 27°16'08"E	26.98
1154	N 60°10'27"W	35.95
1155	N 83°04'23"W	53.28
1156	N 89°36'36"W	31.49
1157	N 71°48'38"W	20.76
1158	N 76°36'40"W	47.89
1159	N 39°25'23"W	45.19
1160	N 10°11'27"E	33.44
1161	N 41°43'02"E	30.88
1162	N 86°14'42"W	45.25
1163	N 73°50'44"E	25.42
1164	N 87°36'28"E	32.92
1165	N 53°00'02"E	36.02
1166	N 38°17'32"W	24.75
1167	N 26°31'48"W	50.36
1169	N 05°03'13"W	55.47
1169	N 29°18'16"W	30.55
1170	N 83°34'32"W	40.42
1171	N 53°11'29"W	80.28

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

PLAT BOOK 62 PAGE 93

SHEET 15 OF 33

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

NORTH
0 30 60 120
SCALE: 1" = 60'

LEGEND

TRACTS	
RC	= RECREATION
PR	= PRACTICE RANGE
CC	= COUNTRY CLUB
GC	= GOLF COURSE
LS	= LANDSCAPE
LK	= LAKE
PK	= PARK
C	= CONSERVATION
CP	= CART PATH
FD	= FUTURE DEVELOPMENT
DR	= DRAINAGE
RD	= ROAD RIGHT OF WAY
UE	= UTILITY EASEMENT
DE	= DRAINAGE EASEMENT
LME	= LAKE MAINTENANCE EASEMENT
DB	= DEED BOOK
Δ/I	= DELTA
OR	= OFFICIAL RECORD BOOK
R	= RADIUS
L	= ARC LENGTH
	= MATCH LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2218-2272

LINE DATA

	DELTA/BEARING	LEN./DIST.
664	N 69°11'37"E	16.30
665	N 17°10'57"E	36.82
666	N 46°41'57"E	35.32
667	N 54°51'17"W	54.54
668	N 19°16'15"E	22 ±

RECEIVED
JUN 2 2 2004
2004-00046

PERMIT COUNTER

SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST
SECTION 30, TOWNSHIP 46 SOUTH, RANGE 25 EAST

ESTERO RIVER
APPROXIMATE MEAN HIGH WATER LINE
1785' ±
TRACT "G" ESTERO RIVER HEIGHTS (PB 10/PAGE 15)
HALFWAY CREEK TRACT C-1
CONSERVATION EASEMENT AREA NO. 8
SHEET 14
N 87°16'57"E
458' ±
S 7°35'39"E 1110.38 SURVEY WINDER LINE
15' ±
SECTION 29
SECTION 32
N 87°54'57"E 264.13'
SECTION CORNER FOUND CONCRETE POST - TOP BROKEN
N 00°32'05" W 62' ±
S 41°00'07"E 23.66
163' ±
265' ±
29
32
30
31
N 82°57'57"W 91.70
N 74°13'35"W 49.45
N 58°05'50"W 48.50
N 78°11'50"W 36.80
N 46°06'31"W 33.38
ESTERO RIVER
APPROXIMATE MEAN HIGH WATER LINE
6090 ±
SECTION 30
SECTION 31
SHEET 16
N 82°57'57"W 67.07
N 46°57'57"W 48.51
N 82°57'57"W 46.24
25' UPLAND BUFFER CONSERVATION EASEMENT AREA NO. 6
TRACT RC-1
N 87°54'57"E
N 81°12'42"W 49.11
SHEET 27
N 59°42'48"W 50.67
ESTERO RIVER
CONSERVATION EASEMENT AREA NO. 9
TRACT C-18
SHEET 28

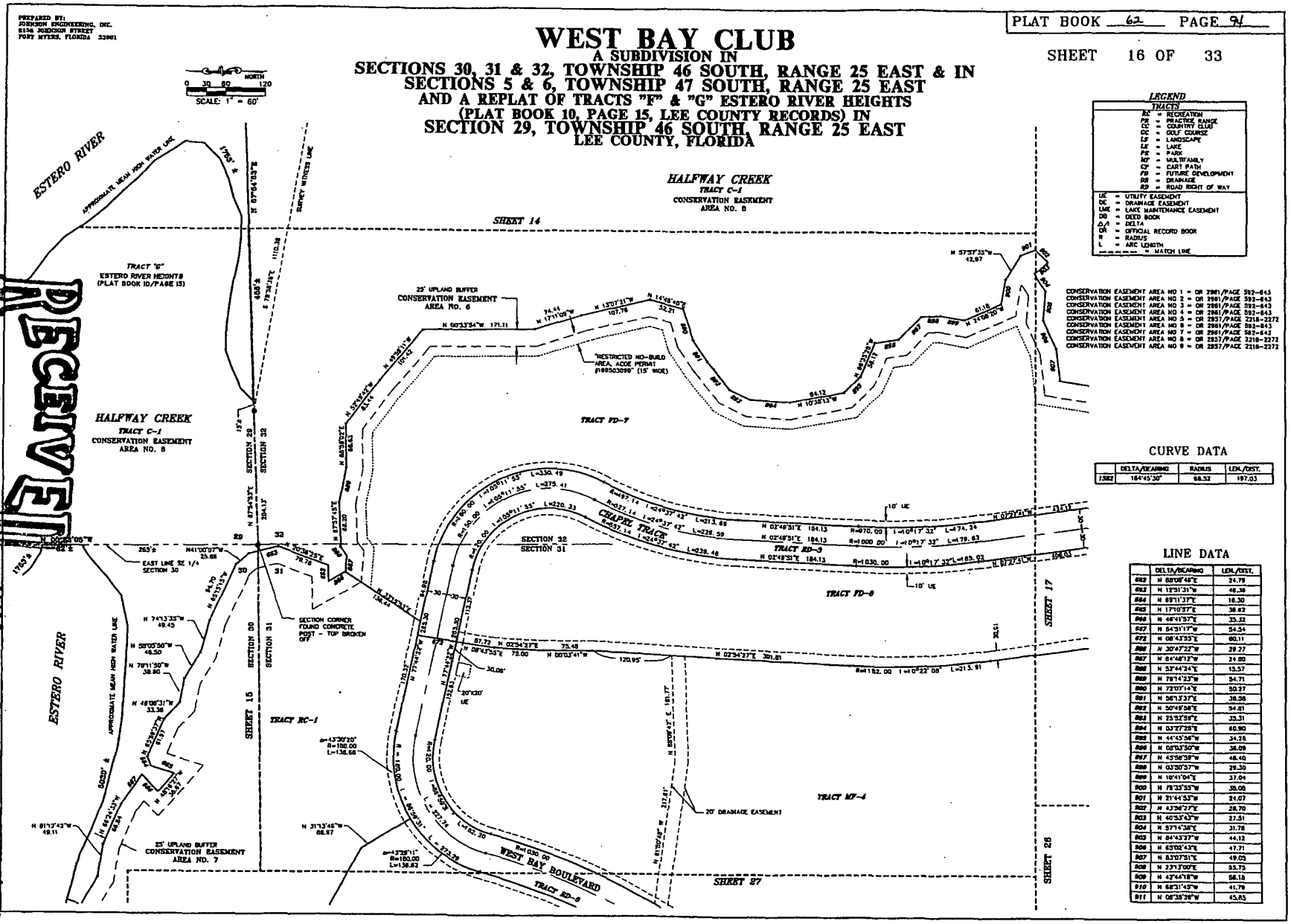
PREPARED BY:
JOHNSON ENGINEERING, INC.
8136 JOHNSON STREET
FORT MYERS, FLORIDA 33907

PLAT BOOK 62 PAGE 91

SHEET 16 OF 33

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA



LEGEND

TRACTS	
RC	= RECREATION
PCR	= PRACTICE RANGE
CC	= COUNTRY CLUB
GC	= GOLF COURSE
LS	= LANDSCAPE
LK	= LAKE
PK	= PARK
MF	= MULTIFAMILY
CP	= CART PATH
FD	= FUTURE DEVELOPMENT
DR	= DRAINAGE
RD	= ROAD RIGHT OF WAY

UE	= UTILITY EASEMENT
DE	= DRAINAGE EASEMENT
LME	= LAKE MAINTENANCE EASEMENT
DB	= DEED BOOK
Δ	= DELTA
OR	= OFFICIAL RECORD BOOK
R	= RADIUS
L	= ARC LENGTH
	= MATCH LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2937/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2937/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2937/PAGE 2218-2272

CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
C582	164°45'30"	68.52	197.03

LINE DATA

	DELTA/BEARING	LEN./DIST.
B62	N 88°08'48"E	24.78
B63	N 12°51'31"W	48.38
B64	N 89°11'37"E	16.30
B65	N 17°10'37"E	38.82
B66	N 46°41'57"E	35.52
B67	N 54°31'17"W	54.54
B72	N 08°43'55"E	60.11
B86	N 30°47'22"W	29.27
B87	N 84°48'12"W	24.80
B88	N 52°44'24"E	15.57
B89	N 78°14'23"W	54.71
B90	N 72°07'14"E	50.27
B91	N 26°13'37"E	38.56
B92	N 50°49'58"E	54.81
B93	N 23°52'59"E	35.31
B94	N 03°27'28"E	60.90
B95	N 44°45'56"W	34.26
B96	N 08°53'50"W	36.09
B97	N 45°56'59"W	48.40
B98	N 03°50'57"W	29.30
B99	N 10°41'04"E	37.04
B00	N 78°33'55"W	30.08
B01	N 21°44'53"W	24.67
B02	N 43°56'27"E	28.70
B03	N 40°53'43"W	27.51
B04	N 57°14'38"E	31.76
B05	N 84°43'27"W	44.12
B06	N 65°02'43"E	47.71
B07	N 83°07'51"E	49.05
B08	N 23°13'00"E	53.75
B09	N 42°44'18"W	58.18
B10	N 68°31'45"W	41.79
B11	N 08°38'26"W	45.85

RECEIVED
JUN 22 2004
WI 2004-00046

PERMIT COUNTER

PERMIT COUNTER

JUN 22 2004

RECEIVED

200400046

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

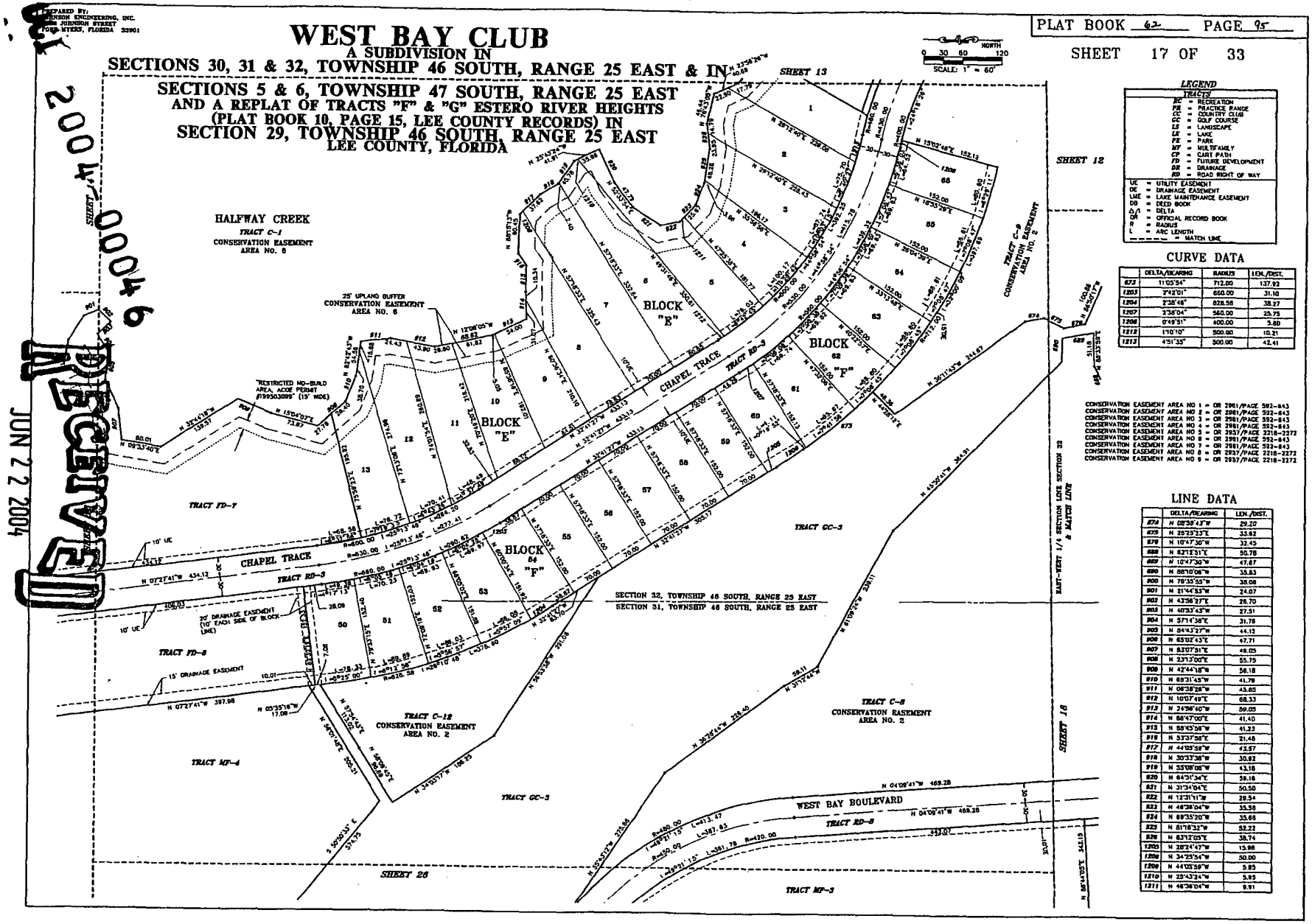
WEST BAY CLUB

A SUBDIVISION IN
SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS
(PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN
SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

PLAT BOOK 62 PAGE 95

SHEET 17 OF 33

NORTH
0 30 60 120
SCALE: 1" = 60'



LEGEND

TRACTS
- RC = RECREATION
- PE = PRACTICE RANGE
- CC = COUNTRY CLUB
- GC = GOLF COURSE
- LS = LANDSCAPE
- LK = LAKE
- PK = PARK
- MF = MULTIFAMILY
- CP = CART PATH
- FD = FUTURE DEVELOPMENT
- DR = DRAINAGE
- RW = ROAD RIGHT OF WAY

- UE = UTILITY EASEMENT
- DE = DRAINAGE EASEMENT
- LME = LAKE MAINTENANCE EASEMENT
- DB = DEED BOOK
- Δ = DELTA
- ORB = OFFICIAL RECORD BOOK
- R = RADIUS
- L = ARC LENGTH
- = MATCH LINE

CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
873	11°05'54"	712.00	137.92
1203	2°42'01"	660.00	31.10
1204	2°36'48"	828.56	38.27
1207	2°36'04"	560.00	25.75
1208	0°49'51"	400.00	5.80
1212	1°10'10"	500.00	10.21
1213	4°51'35"	500.00	42.41

CONSERVATION EASEMENT AREA NO 1 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2937/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2937/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2937/PAGE 2218-2272

LINE DATA

	DELTA/BEARING	LEN./DIST.
879	N 08°38'43"W	29.20
875	N 25°25'23"E	33.62
876	N 10°47'30"W	32.45
888	N 62°12'31"E	50.78
889	N 10°47'30"W	47.87
890	N 86°10'06"W	33.83
900	N 79°35'55"W	38.08
901	N 21°44'53"W	24.07
902	N 43°56'27"E	26.70
903	N 46°53'43"W	27.51
904	N 57°14'38"E	31.78
905	N 84°43'27"W	44.13
906	N 65°02'43"E	47.71
907	N 83°07'51"E	49.05
908	N 23°13'00"E	55.79
909	N 42°44'18"W	58.18
910	N 69°31'45"W	41.78
911	N 08°38'28"W	45.65
912	N 10°07'48"E	68.33
913	N 24°56'40"W	59.05
914	N 86°47'00"E	41.40
915	N 88°45'58"W	41.23
916	N 37°37'58"E	21.40
917	N 44°02'58"W	43.87
918	N 30°37'38"W	30.82
919	N 33°08'08"W	43.16
920	N 84°31'34"E	58.16
921	N 31°34'04"E	50.50
922	N 12°31'11"W	29.54
923	N 46°38'04"W	35.56
924	N 89°35'20"W	35.66
925	N 81°16'32"W	52.22
926	N 83°12'05"E	38.74
1205	N 28°24'47"W	15.98
1206	N 34°25'54"W	50.00
1209	N 44°03'59"W	5.95
1210	N 25°43'24"W	5.95
1211	N 46°38'04"W	9.91

PERMIT COUNTER

JUN 22 2004

RECEIVED

VRI 2004-00046

VRI 2004-00046

PREPARED BY:
JOHNSON ENGINEERING, INC.
8158 JOHNSON STREET
FORT MYERS, FLORIDA 33907

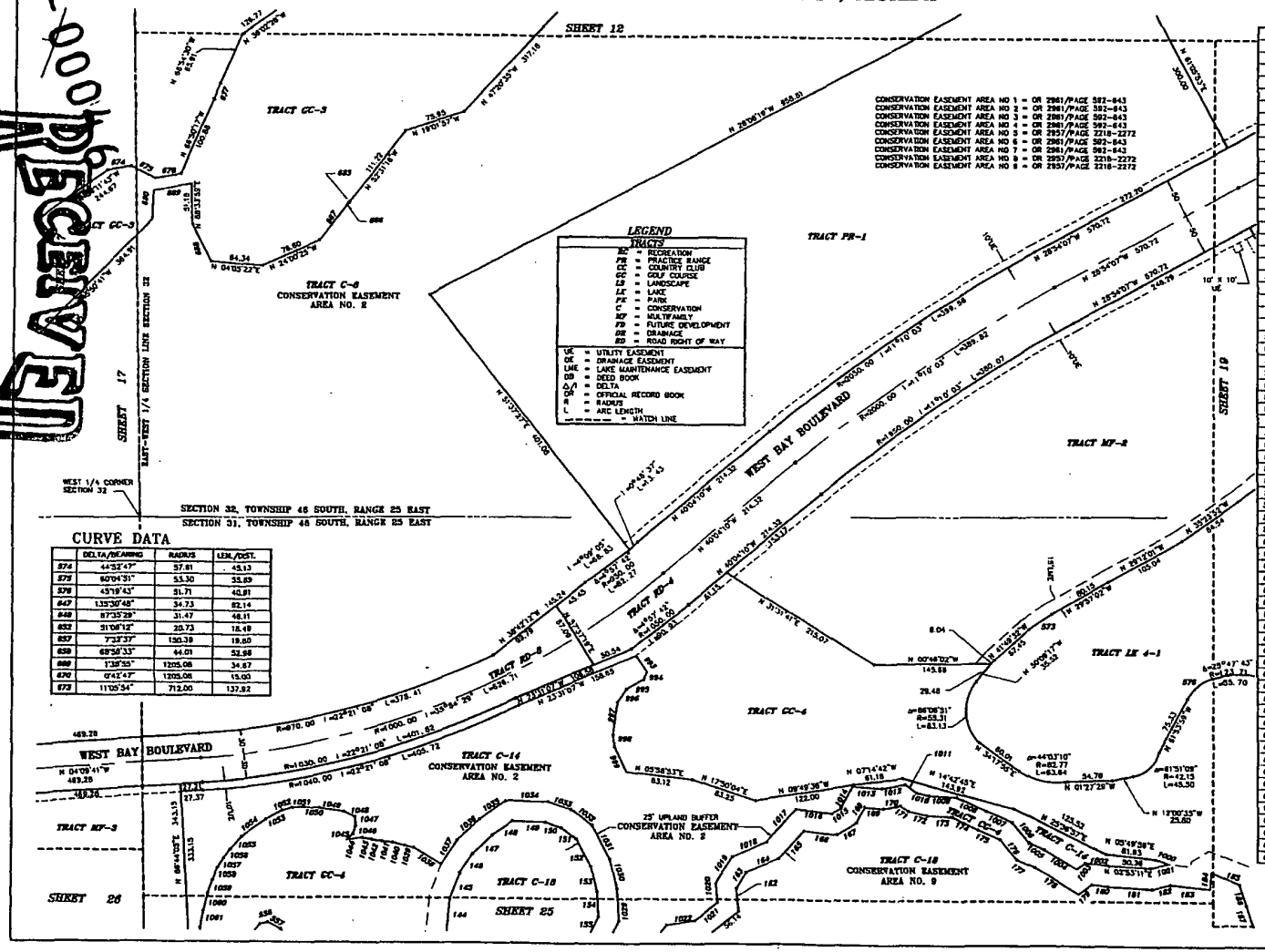
PLAT BOOK 62 PAGE 96

SHEET 18 OF 33

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

SCALE: 1" = 60'



CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
574	44°32'47"	57.81	45.13
575	60°04'31"	53.30	55.89
576	45°19'43"	51.71	40.91
647	139°30'48"	34.73	82.14
648	87°35'29"	31.47	48.11
652	31°06'12"	20.73	18.49
657	7°37'37"	150.39	19.80
658	69°56'33"	44.01	52.98
669	1°38'55"	1205.08	34.67
670	0°42'47"	1205.08	15.00
673	11°05'54"	712.00	137.82

LINE DATA

	DELTA/BEARING	LEN./DIST.		DELTA/BEARING	LEN./DIST.
144	N 83°08'28"W	42.14	889	N 10°47'30"W	47.87
145	N 88°39'31"W	33.54	890	N 88°10'06"W	35.83
146	N 87°17'53"W	29.45	892	N 84°53'32"E	29.42
147	N 43°18'51"W	33.18	894	N 61°44'13"W	10.99
148	N 35°26'06"W	29.84	895	N 29°28'09"W	24.16
149	N 01°02'19"E	40.54	896	N 58°37'46"W	19.85
150	N 18°30'31"E	21.28	897	N 82°32'53"W	48.43
151	N 36°05'48"E	23.18	898	N 84°23'20"E	14.87
152	N 61°46'04"E	38.48	899	N 83°49'19"E	34.81
153	N 75°53'18"E	31.70	1000	N 21°39'12"E	17.45
154	N 88°35'03"E	30.93	1001	N 12°50'38"W	23.32
155	N 84°07'11"W	35.79	1002	N 07°37'51"E	29.83
162	N 83°48'29"E	28.37	1003	N 37°56'07"W	13.27
163	N 57°35'51"W	22.76	1004	N 31°07'07"E	46.90
164	N 23°44'58"W	44.15	1005	N 23°40'28"E	20.71
165	N 47°56'36"W	48.03	1006	N 48°15'01"E	32.68
166	N 06°17'26"E	40.44	1007	N 22°36'41"E	33.76
167	N 31°34'01"W	27.61	1008	N 25°17'01"E	39.78
168	N 61°41'13"W	21.78	1009	N 01°39'35"E	34.33
169	N 03°23'40"E	23.19	1010	N 12°37'37"E	18.81
170	N 09°29'00"W	21.78	1011	N 38°35'29"E	17.16
171	N 36°35'29"E	11.83	1012	N 09°29'00"W	29.37
172	N 12°37'37"E	54.44	1013	N 03°23'40"E	36.32
173	N 01°39'35"E	31.43	1014	N 61°41'13"W	30.80
174	N 25°17'01"E	35.22	1015	N 31°34'01"W	12.31
175	N 22°36'41"E	30.41	1016	N 06°17'26"E	44.87
176	N 48°15'01"E	32.43	1017	N 47°56'36"W	53.48
177	N 23°40'28"E	24.78	1018	N 23°44'58"W	46.40
178	N 31°07'07"E	82.48	1019	N 57°35'51"W	39.13
179	N 37°56'07"W	19.97	1020	N 83°48'29"E	23.57
180	N 07°37'51"E	20.19	1021	N 38°16'48"W	35.82
181	N 02°53'11"E	84.85	1022	N 09°00'54"W	35.78
182	N 12°50'38"W	22.76	1023	N 84°47'18"W	35.95
183	N 03°18'43"E	49.37	1028	N 84°07'11"W	40.61
184	N 88°34'54"W	18.72	1029	N 88°25'03"E	38.80
185	N 21°41'48"E	37.31	1030	N 75°53'19"E	37.13
186	N 71°06'25"E	28.03	1031	N 61°46'04"E	47.37
187	N 71°41'09"E	27.08	1032	N 38°05'48"E	32.75
536	N 14°01'37"W	10.81	1033	N 16°30'51"E	28.97
537	N 26°32'57"E	17.10	1034	N 01°02'19"E	53.62
572	N 14°06'22"W	34.01	1035	N 35°28'09"W	39.80
640	N 62°36'05"E	53.29	1036	N 43°18'51"W	37.84
650	N 56°29'19"W	28.22	1037	N 57°17'53"W	35.00
651	N 13°56'40"W	34.71	1038	N 30°51'11"E	39.91
653	N 50°20'11"E	38.34	1039	N 13°09'52"E	11.83
654	N 07°17'07"W	46.20	1040	N 13°46'41"E	15.33
655	N 86°32'14"E	21.85	1041	N 05°11'48"E	13.34
656	N 28°31'56"E	17.08	1042	N 11°18'08"E	12.31
659	N 75°00'03"W	34.78	1043	N 07°44'01"E	12.00
660	N 40°22'38"W	51.83	1044	N 06°46'12"W	18.34
661	N 49°52'29"E	53.19	1045	N 44°48'43"W	9.31
662	N 88°06'46"E	24.79	1046	N 70°24'14"W	10.82
663	N 12°31'31"W	48.36	1047	N 84°47'24"E	11.15
664	N 69°11'37"E	18.30	1048	N 24°46'31"E	15.30
665	N 17°10'57"E	38.62	1049	N 08°02'20"E	29.84
666	N 48°41'57"E	35.32	1050	N 04°26'21"E	19.26
667	N 54°31'17"W	34.54	1051	N 03°26'03"W	14.43
668	N 19°18'15"E	22.34	1052	N 15°36'14"W	13.48
671	N 37°37'19"E	87.09	1053	N 27°28'11"W	22.78
672	N 08°43'53"E	60.11	1054	N 35°48'16"W	36.31
674	N 08°36'43"W	29.30	1055	N 47°40'52"W	21.22
675	N 25°25'33"E	33.82	1056	N 57°36'16"W	13.80
676	N 10°47'30"W	32.43	1057	N 36°12'10"W	14.88
677	N 87°14'42"W	21.11	1058	N 85°37'28"W	13.36
682	N 57°18'58"W	2.21	1059	N 71°22'37"W	18.99
686	N 49°18'39"W	3.29	1060	N 78°02'15"W	22.93
687	N 52°31'18"W	55.59	1061	N 80°06'48"W	21.13
688	N 62°12'51"E	30.78			

PLAT BOOK 62 PAGE 97

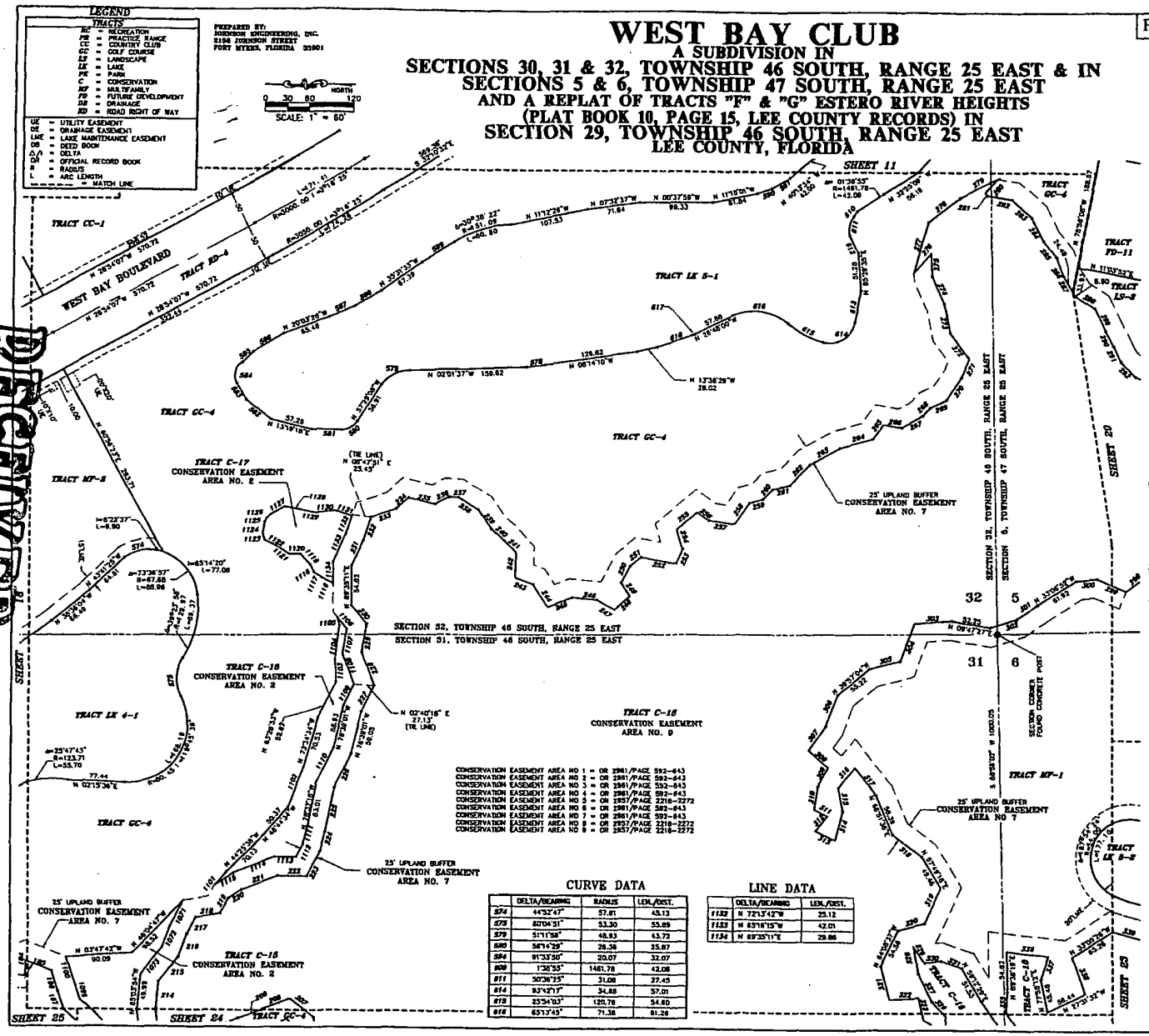
SHEET 19 OF 33

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST

AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST

LEE COUNTY, FLORIDA



CONSERVATION EASEMENT AREA NO 1 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2216-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2216-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2216-2272

CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
C74	44°52'47"	57.81	45.13
C75	60°04'51"	53.30	55.89
C79	51°11'58"	48.93	43.72
C80	56°14'29"	28.38	25.87
C84	91°33'50"	20.07	32.07
C09	1°36'55"	1461.78	42.08
C11	30°36'25"	31.08	27.45
C14	83°42'17"	34.88	57.01
C15	25°54'03"	120.78	54.60
C18	65°13'45"	71.38	81.28

LINE DATA

	DELTA/BEARING	LEN./DIST.
L152	N 72°13'42"W	25.12
L153	N 65°16'15"W	42.01
L154	N 69°35'11"E	29.86

LINE DATA

	DELTA/BEARING	LEN./DIST.		DELTA/BEARING	LEN./DIST.
185	N 21°41'46"E	37.31	264	N 69°07'39"W	53.91
186	N 71°06'25"E	29.03	265	N 14°46'41"W	43.73
187	N 71°41'08"E	27.06	266	N 68°36'22"W	45.96
214	N 85°07'54"W	39.42	267	N 34°00'27"W	39.80
215	N 51°10'23"W	43.58	268	N 41°21'56"E	36.09
216	N 70°39'03"W	33.51	269	N 61°16'11"W	29.89
217	N 82°09'00"W	34.55	270	N 81°09'53"W	31.18
218	N 08°05'41"W	33.71	271	N 37°06'15"E	19.67
219	N 80°38'43"W	22.85	272	N 31°57'41"W	25.68
220	N 33°54'05"W	22.08	273	N 24°37'05"E	29.68
221	N 20°36'53"W	31.91	274	N 75°16'15"W	40.98
222	N 00°39'58"E	35.79	275	N 78°16'13"E	31.70
223	N 61°46'44"W	38.04	276	N 50°54'46"W	38.20
224	N 75°07'30"W	29.83	277	N 52°21'16"E	48.33
225	N 78°37'18"W	60.56	278	N 38°44'29"E	48.21
226	N 63°57'33"W	52.07	279	N 64°54'18"W	52.16
227	N 64°27'41"W	39.12	280	N 12°40'36"W	37.45
228	N 89°48'17"E	48.74	281	N 74°57'24"W	48.19
229	N 60°19'13"W	38.33	282	N 03°33'35"W	39.50
230	N 49°38'12"E	31.53	283	N 78°23'53"E	33.11
231	N 85°18'13"W	37.95	284	N 83°26'48"W	20.73
232	N 72°13'42"W	32.98	285	N 47°13'40"E	28.48
233	N 19°12'01"W	35.57	286	N 63°31'38"E	42.29
234	N 42°45'07"W	22.44	287	N 80°31'33"E	38.77
235	N 12°57'18"E	37.10	288	N 55°52'32"E	26.07
236	N 28°31'13"W	31.44	289	N 09°33'11"W	32.74
237	N 02°12'11"E	11.83	290	N 10°34'00"E	29.80
238	N 31°06'39"E	32.30	291	N 59°06'48"E	50.85
239	N 59°53'42"E	31.39	292	N 33°13'02"E	31.88
240	N 41°23'41"E	23.73	293	N 89°31'32"W	28.50
241	N 48°27'08"E	23.04	294	N 09°20'33"E	36.30
242	N 68°18'48"W	33.28	295	N 71°07'28"W	33.09
243	N 18°39'32"E	26.11	296	N 70°29'31"E	31.86
244	N 56°40'12"E	36.99	297	N 08°42'54"W	25.71
245	N 31°19'43"W	35.83	298	N 01°07'36"E	40.01
246	N 04°48'54"E	34.13	299	N 33°45'40"E	43.23
247	N 29°27'32"E	27.75	300	N 59°09'08"E	25.72
248	N 42°05'41"W	20.09	301	N 44°37'11"W	21.06
249	N 85°02'52"E	21.24	302	N 31°48'48"W	47.38
250	N 42°20'06"W	25.83	303	N 22°55'18"W	38.84
251	N 40°04'46"W	19.33	304	N 30°47'02"W	40.46
252	N 10°04'08"E	48.26	305	N 32°37'02"W	31.02
253	N 45°32'42"W	31.23	306	N 16°10'00"W	23.01
254	N 72°38'57"E	27.38	307	N 30°37'59"W	28.38
255	N 41°08'37"W	37.24	308	N 84°17'15"W	8.61
256	N 35°37'28"E	18.58	309	N 84°15'23"E	25.38
257	N 07°33'03"E	35.83	310	N 78°09'10"W	42.92
258	N 58°28'56"W	35.50	311	N 23°07'31"W	3.73
259	N 18°19'44"W	18.08	312	N 19°23'34"W	49.53
260	N 47°15'43"W	18.62	1071	N 62°08'00"W	38.84
261	N 14°17'00"W	26.05	1072	N 70°28'03"W	31.08
262	N 45°53'15"W	36.08	1073	N 31°02'25"W	43.98
263	N 29°23'13"W	46.83	1068	N 41°53'56"E	37.32
264	N 13°31'02"W	45.88	1069	N 71°41'08"E	20.53
265	N 53°32'49"W	25.21	1100	N 71°06'25"E	39.68
266	N 09°31'48"E	24.43	1101	N 48°06'37"W	24.62
267	N 28°12'21"W	33.54	1102	N 69°11'12"W	58.70
268	N 48°20'10"W	14.83	1103	N 88°02'40"E	31.18
269	N 25°56'08"W	24.43	1104	N 63°20'37"W	47.41
270	N 87°11'33"W	36.83	1105	N 73°32'04"E	9.68
271	N 65°27'27"W	26.35	1106	N 49°58'12"E	18.85
272	N 53°34'24"E	44.10	1107	N 80°19'15"W	33.42
273	N 78°21'40"E	40.83	1108	N 69°48'17"E	44.87
274	N 85°18'27"E	39.57	1109	N 64°27'41"W	31.25
275	N 85°56'29"E	31.40	1110	N 63°37'33"W	52.51
276	N 48°02'14"W	34.74	1111	N 70°07'30"W	23.15
277	N 73°39'39"W	71.37	1112	N 81°48'44"W	19.85
278	N 37°28'06"W	53.84	1113	N 00°39'58"E	29.33
279	N 27°08'48"W	59.33	1114	N 20°38'53"W	39.42
280	N 48°02'06"W	27.47	1115	N 33°34'05"W	30.92
281	N 43°18'03"E	4.54	1116	N 28°34'41"E	17.30
282	N 08°30'06"E	33.73	1117	N 38°53'08"E	13.44
283	N 41°33'56"E	36.71	1118	N 63°29'53"E	12.02
284	N 62°40'14"E	35.61	1119	N 45°00'08"E	19.01
285	N 80°59'20"E	27.50	1120	NORTH	16.13
286	N 69°10'02"E	28.85	1121	N 33°42'18"E	19.38
287	N 58°44'31"E	31.38	1122	N 28°34'41"E	16.03
288	N 31°45'51"E	31.21	1123	N 71°34'30"E	8.50
289	N 85°01'17"E	33.85	1124	N 60°32'35"W	16.36
290	N 82°01'47"E	22.78	1125	N 63°26'53"W	8.01
291	N 64°17'53"E	23.66	1126	N 45°00'58"W	7.80
292	N 27°43'42"E	42.58	1127	N 28°43'32"W	21.67
293	N 04°48'54"W	28.37	1128	N 10°18'38"E	30.03
294	N 33°54'47"W	33.80	1129	N 11°16'58"E	13.70
295	N 17°36'14"W	36.54	1130	N 05°42'50"W	27.01
296	N 04°14'46"W	31.61	1131	N 18°26'41"E	22.88

RECEIVED
JUN 22 2004
PERMIT COUNTER

2004-00046

PERMIT COUNTER

RECEIVED
JUN 22 2004

2004-00046

PLAT BOOK 62 PAGE 91

SHEET 20 OF 33

WEST BAY CLUB
A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

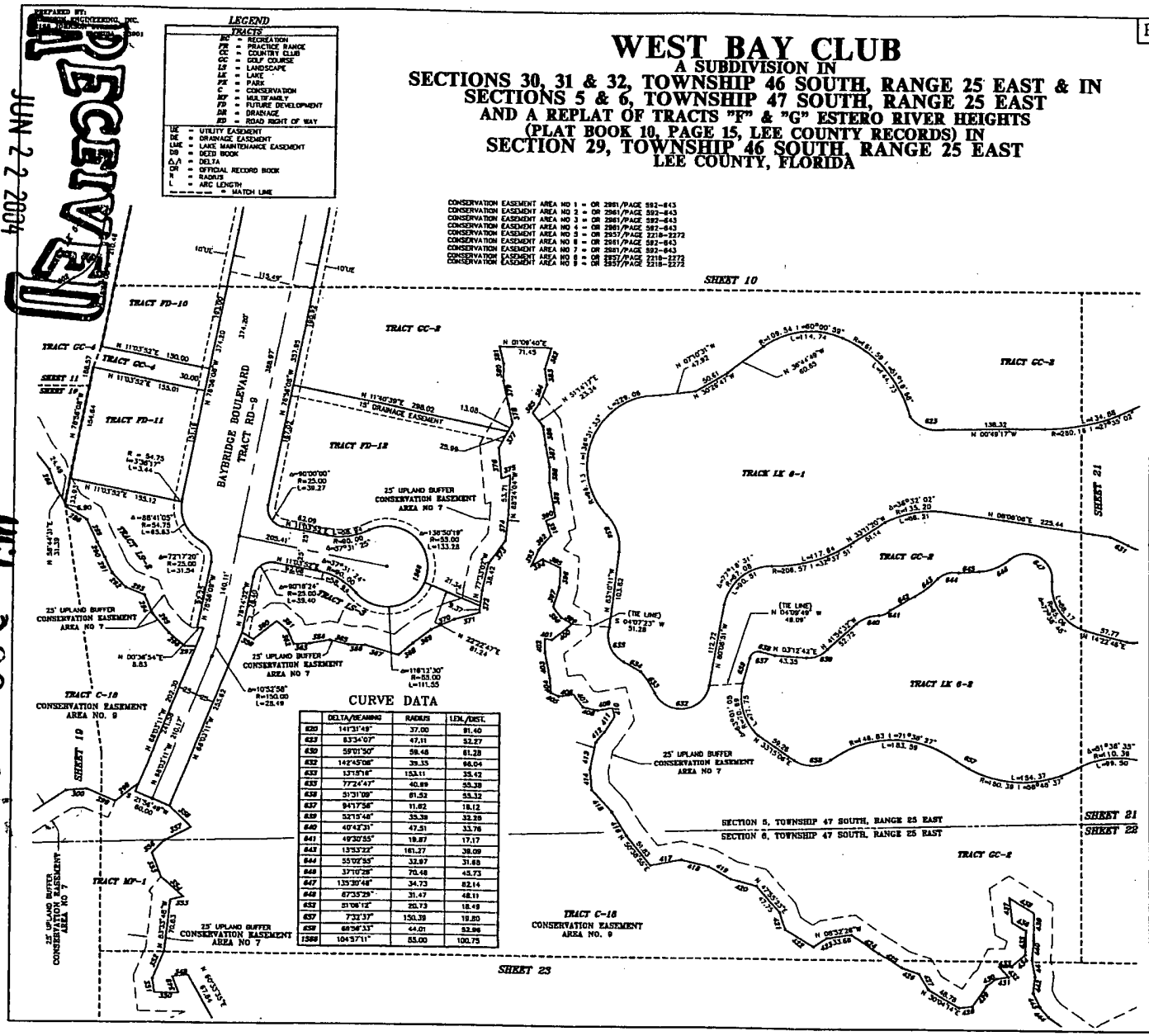
PREPARED BY: [illegible] ENGINEERING, INC.

LEGEND

TRACTS
- RE = RECREATION
- PR = PRACTICE RANGE
- CC = COUNTRY CLUB
- GC = GOLF COURSE
- LS = LANDSCAPE
- LK = LAKE
- PK = PARK
- C = CONSERVATION
- MF = MULTIFAMILY
- FD = FUTURE DEVELOPMENT
- DR = DRAINAGE
- RD = ROAD RIGHT OF WAY

- UE = UTILITY EASEMENT
- DE = DRAINAGE EASEMENT
- LME = LAKE MAINTENANCE EASEMENT
- DB = DEED BOOK
- Δ = DELTA
- OR = OFFICIAL RECORD BOOK
- R = RADIUS
- L = ARC LENGTH
- ---------- = MATCH LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2951/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2218-2272



CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
620	141°37'48"	37.00	91.40
622	83°34'07"	47.11	52.27
630	59°01'30"	58.48	61.28
632	142°45'08"	39.35	98.04
633	13°15'16"	153.11	35.42
635	7°24'47"	40.89	55.39
639	51°31'09"	81.53	53.32
637	9°41'56"	11.62	18.12
639	52°15'48"	35.39	32.28
640	40°42'31"	47.51	33.76
641	49°30'55"	19.87	17.17
643	13°53'22"	161.27	38.09
644	55°02'55"	32.97	31.68
646	37°10'28"	70.48	45.73
647	135°30'48"	34.73	82.14
648	87°35'29"	31.47	48.11
652	31°06'12"	20.73	18.49
657	7°32'37"	150.39	19.80
659	68°56'33"	44.01	52.96
1589	104°57'11"	85.00	100.75

LINE DATA

	DELTA/BEARING	LEN./DIST.		DELTA/BEARING	LEN./DIST.
288	N 31°45'31"E	31.21	404	N 83°40'50"E	19.30
289	N 65°01'17"E	33.85	405	N 24°16'53"E	11.62
290	N 62°01'47"E	22.79	406	N 08°00'44"W	20.88
291	N 64°17'53"E	23.86	407	N 53°07'32"E	21.83
292	N 45°46'14"E	37.13	408	N 13°08'48"E	20.59
293	N 20°35'48"E	27.02	409	N 10°40'03"W	20.99
294	N 68°40'26"E	28.09	410	N 79°33'16"E	12.36
295	N 49°57'12"E	35.21	411	N 56°00'04"W	24.71
296	N 39°14'22"E	27.33	412	N 50°47'54"W	18.71
297	N 00°36'54"E	15.67	413	N 76°23'48"W	37.34
298	N 38°07'50"W	39.69	414	N 84°37'48"E	28.79
299	N 22°43'42"E	42.56	415	N 48°52'18"E	40.62
300	N 04°48'34"W	26.32	416	N 89°01'00"E	37.74
338	N 70°28'31"E	51.66	417	N 10°19'21"W	42.72
339	N 15°12'24"E	45.27	418	N 13°51'12"E	38.05
340	N 01°16'43"E	48.24	419	N 28°33'15"E	34.78
379	N 77°11'30"E	32.79	420	N 13°33'38"E	36.10
347	N 25°55'42"W	31.06	421	N 70°21'12"E	23.06
348	N 05°34'18"W	21.63	422	N 31°16'51"E	44.62
349	N 68°22'38"E	23.88	423	N 32°43'50"W	21.65
350	N 00°07'38"E	32.84	424	N 33°16'18"E	43.47
351	N 82°34'44"E	18.93	425	N 37°07'48"E	36.07
352	N 66°50'04"W	30.47	426	N 19°12'02"E	25.10
353	N 12°39'36"W	17.73	427	N 58°17'28"E	24.83
354	N 40°09'10"E	39.40	428	N 05°56'37"W	18.87
355	N 68°42'13"E	35.36	429	N 55°13'02"W	33.85
356	N 46°20'45"W	23.89	430	N 36°11'56"W	18.57
357	N 25°52'44"W	39.85	431	N 08°09'45"W	17.02
358	N 44°41'43"E	41.39	432	N 48°36'15"E	19.04
359	N 29°13'53"E	17.62	433	N 01°18'48"W	16.87
360	N 39°27'18"W	40.49	434	N 41°27'35"W	24.40
361	N 40°21'07"E	19.03	435	N 68°21'09"W	33.13
362	N 65°44'31"E	20.69	436	N 29°22'08"E	21.28
363	N 02°44'13"W	21.78	437	N 82°24'18"E	33.53
364	N 10°43'14"W	27.68	438	N 31°37'31"E	39.36
365	N 14°03'14"E	27.30	439	N 69°34'49"W	38.27
366	N 00°32'48"E	22.02	440	N 85°06'44"W	28.98
367	N 16°19'04"E	48.84	441	N 79°18'17"E	22.78
368	N 40°09'15"W	23.48	442	N 83°31'40"W	21.63
369	N 37°09'59"W	30.97	443	N 84°18'41"E	21.90
370	N 25°30'02"W	33.98	444	N 50°53'00"E	17.15
371	N 18°38'10"W	35.07	445	N 35°26'24"E	32.44
372	N 82°52'25"W	30.71	446	N 35°49'22"E	45.70
373	N 32°52'31"W	37.48	447	N 37°16'06"W	25.27
374	N 83°35'15"W	38.60	448	N 28°34'04"W	38.38
375	N 20°41'27"W	12.49	449	N 36°03'54"E	32.38
376	N 64°08'12"E	41.30	451	N 24°31'27"E	28.89
377	N 61°36'30"W	39.07	454	N 28°37'37"E	26.53
378	N 78°28'54"E	28.18	458	N 14°24'11"E	20.16
380	N 88°43'40"W	23.05	462	N 30°08'52"W	36.37
381	N 75°50'46"E	24.48	463	N 03°42'48"W	28.10
382	N 72°43'36"W	30.08	549	N 82°56'05"E	53.29
383	N 81°01'47"E	20.79	550	N 86°29'19"W	28.28
384	N 66°56'18"W	29.11	659	N 75°00'03"W	34.76
385	N 53°07'08"W	14.81			
386	N 81°48'10"E	25.38			
387	N 78°33'22"E	30.80			
388	N 89°34'08"W	21.47			
389	N 79°08'56"E	47.30			
390	N 22°35'48"W	14.17			
391	N 71°00'22"E	21.56			
392	N 50°08'33"W	28.08			
393	N 65°40'56"W	24.00			
394	N 32°19'18"W	17.94			
395	N 24°53'38"E	27.42			
396	N 67°18'33"W	26.08			
397	N 72°33'37"W	28.52			
398	N 52°08'43"E	18.39			
399	N 30°57'30"E	17.77			
400	N 38°18'41"W	35.36			
401	N 08°35'48"E	9.85			
402	N 87°52'16"E	18.37			
403	N 79°06'41"E	35.17			

EXHIBIT PH-3.D.1

List of West Bay Club Plats

West Bay Club	Plat Book 62 at Pages 79-111
West Bay Club, Unit II	Plat Book 66 at Pages 82-83
West Bay Club, Unit III	Plat Book 75 at Pages 91-92
West Bay Club, Unit IV	Plat Book 74 at Pages 93-94

OCI 2004-00046

RECEIVED
JUN 22 2004
PERMIT COUNTER

PERMIT COUNTER

RECEIVED
JUN 22 2004
OCT 2004-000046

WEST BAY CLUB
A SUBDIVISION IN
SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST
AND IN
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
AND A REPLAT OF TRACTS "F" & "G"
ESTERO RIVER HEIGHTS
(PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN
SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

DECEMBER, 1998

JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
FORT MYERS, FLORIDA

PLAT BOOK 62 PAGE 79

SHEET 1 OF 33

DESCRIPTION

A TRACT OR PARCEL OF LAND LYING IN SECTIONS 29, 30, 31 TOWNSHIP 46 SOUTH, RANGE 25 EAST, SECTIONS 5 AND [illegible] TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G", ESTERO RIVER HEIGHTS AS RECORDED IN PLAT BOOK 10 PAGE 15 OF THE LEE COUNTY PUBLIC RECORDS, LEE COUNTY, FLORIDA, WHICH TRACT OR PARCEL IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER SECTION CORNER OF SAID SECTION 5, TOWNSHIP 47 SOUTH, RANGE 25 EAST, SAID POINT BEING THE NORTHEAST CORNER OF LOT 368 OF FLORIDA GULF LAND COMPANY SUBDIVISION AS RECORDED IN PLAT BOOK [illegible] PAGE 58, LEE COUNTY RECORDS AND RUN S 00° 02' 18" E FOR 30.00 FEET TO THE SOUTH RIGHT-OF-WAY (ROW) LINE OF WILLIAMS ROAD (60 FEET WIDE); THENCE RUN N 89° 00' 18" E ALONG SAID SOUTH LINE FOR 165.26 FEET; THENCE RUN S 00° 36' 29" E FOR 200.00 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORD BOOK 2485 AT PAGE [illegible] LEE COUNTY RECORDS; THENCE RUN S 89° [illegible] 38" W ALONG THE SOUTH LINE OF SAID LANDS FOR 494.00 FEET TO AN INTERSECTION WITH THE [illegible] LINE OF LOT 358 OF SAID FLORIDA GULF [illegible] COMPANY SUBDIVISION; THENCE RUN S 00° 02' 47" E ALONG SAID EAST LINE FOR 765.00 FEET; THENCE RUN S 89° 57' 37" W FOR 327.43 FEET TO AN INTERSECTION WITH THE EAST LINE OF LOT 348; THENCE RUN S 00° 04' 56" E FOR 351.20 FEET TO THE SOUTHEAST CORNER OF LOT 348; THENCE RUN N 89° 15' 39" E ALONG THE SOUTH LINE OF LOTS 358 AND 368 FOR 653.45 FEET; THENCE RUN N 89° 15' 52" E ALONG THE SOUTH LINE OF LOT 378 FOR 327.80 FEET; THENCE RUN S 00° 03' 41" E ALONG THE EAST LINE OF LOT 408 FOR 1350.85 FEET; THENCE RUN S 89° 31' 44" W FOR 324.52 FEET TO THE CENTER OF SAID SECTION 5, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 408; THENCE RUN S 89° 54' 40" W FOR 2591.29 FEET TO THE WEST QUARTER SECTION CORNER OF SAID SECTION 5, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 488 OF EAST SUBDIVISION; THENCE RUN S 01° 31' 46" E FOR 80.78 FEET TO THE NORTHEASTERLY CORNER OF LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 2193 AT PAGE 567, LEE COUNTY RECORDS; THENCE RUN ALONG THE SOUTH LINE OF SAID LANDS THE FOLLOWING COURSES: S 89° 10' 57" W FOR 348.43 FEET; S 00° 49' 50" E FOR 182.49 FEET; N 81° 20' 47" W FOR 600.52 FEET; S 48° 11' 31" W FOR 77.45 FEET; THENCE RUN N 01° 25' 45" W ALONG THE WEST LINE OF SAID LANDS FOR 2875.95 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID SECTION 6; THENCE RUN S 89° 58' 02" E ALONG THE NORTH LINE OF SAID SECTION 6 FOR 1638.66 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORD BOOK 1508 AT PAGE 221, LEE COUNTY RECORDS, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 8A OF SAID FLORIDA GULF LAND COMPANY SUBDIVISION AND THE SOUTH QUARTER SECTION CORNER OF SECTION 31, TOWNSHIP 46 SOUTH, RANGE 25 EAST; THENCE RUN N 00° 22' 46" W ALONG THE WEST LINE OF SAID LANDS ALONG THE NORTH/SOUTH QUARTER SECTION LINE FOR 2656.37 FEET TO THE NORTHWEST CORNER OF LOT 23A OF SAID FLORIDA GULF LAND COMPANY SUBDIVISION; THENCE CONTINUE N 00° 22' 46" W ALONG THE WEST LINE OF SAID LANDS AND THE WEST LINE OF LOTS 40A AND 57A OF SAID SUBDIVISION FOR 2391 FEET, MORE OR LESS, TO THE WATERS OF THE ESTERO RIVER; THENCE RUN NORTHEASTERLY, SOUTHEASTERLY, SOUTHWESTERLY, SOUTHERLY, SOUTHEASTERLY AND NORTHEASTERLY ALONG SAID WATERS FOR 5030 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE EAST LINE OF THE SOUTHEAST QUARTER (SE-1/4) OF SAID SECTION 30, TOWNSHIP 46 SOUTH, RANGE 25 EAST; THENCE RUN N 00° 25' 05" W ALONG SAID EAST LINE AND THE WEST LINE OF TRACT "F" OF ESTERO RIVER HEIGHTS AS RECORDED IN PLAT BOOK 10 AT PAGE 15 OF THE LEE COUNTY RECORDS FOR 62 FEET, MORE OR LESS, TO SAID WATERS; THENCE RUN WESTERLY, NORTHERLY, EASTERLY, SOUTHEASTERLY, SOUTHERLY, WESTERLY, EASTERLY AND SOUTHWESTERLY ALONG SAID WATERS FOR 1753 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE NORTH LINE OF SAID SECTION 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST, SAID LINE BEING THE NORTH LINE OF LOT 49A OF SAID FLORIDA GULF LAND COMPANY SUBDIVISION; THENCE RUN N 87° 54' 57" E ALONG SAID NORTH LINE FOR 458 FEET, MORE OR LESS, TO SAID WATERS AND THE WESTERLY LINE OF TRACT "F" SAID ESTERO RIVER HEIGHTS; THENCE RUN NORTHERLY AND SOUTHEASTERLY ALONG SAID WATERS AND THE WEST AND NORTHERLY LINE OF SAID TRACT "F" FOR 771 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE EAST LINE OF LOT 52A

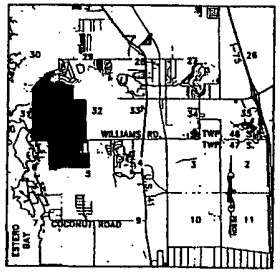
DESCRIPTION CONTINUED

SAID FLORIDA GULF LAND COMPANY SUBDIVISION; THENCE RUN S 00° 43' 04" E ALONG SAID EAST LINE OF LOT 52A FOR 1180 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORD BOOK 1907 AT PAGE 4091, LEE COUNTY RECORDS, SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 52A OF SAID SUBDIVISION; THENCE RUN N 89° 27' 02" E ALONG THE NORTH LINE OF LOTS 44A, 43A, 42A AND 41A OF SAID FLORIDA GULF LAND COMPANY SUBDIVISION FOR 1257.39 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF A FLORIDA POWER AND LIGHT COMPANY TRANSMISSION LINE EASEMENT (100 FEET WIDE); THENCE RUN S 20° 51' 33" E ALONG SAID SOUTHWESTERLY LINE FOR 1125.36 FEET TO AN INTERSECTION WITH THE NORTH/SOUTH QUARTER SECTION LINE OF SAID SECTION 32; THENCE RUN S 00° 05' 53" E ALONG SAID QUARTER SECTION LINE AND ALONG THE EAST LINE OF LOT 41A OF SAID SUBDIVISION FOR 1228.83 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORD BOOK 1528 AT PAGE 12, LEE COUNTY RECORDS, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 41A; THENCE RUN S 00° 56' 02" E ALONG SAID NORTH/SOUTH QUARTER SECTION LINE AND THE EAST LINE OF LOTS 24A AND 9A OF SAID FLORIDA GULF LAND COMPANY SUBDIVISION FOR 2644.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 884.94 ACRES, MORE OR LESS.

NOTES

1. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
2. ● =PERMANENT REFERENCE MONUMENTS (P.R.M.'S) ARE 4"x4"CONCRETE MONUMENTS WITH METAL DISCS SET IN THE TOP BEARING THE SURVEYOR'S CERTIFICATE NUMBER. (UNLESS OTHERWISE NOTED)
3. ○ =PERMANENT CONTROL POINTS (P.C.P.'S) ARE METAL MARKERS BEARING THE SURVEYOR'S CERTIFICATE NUMBER.
4. ALL CURVES INDICATED ARE CIRCULAR.
5. T.I.I.T.F. = BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
6. BEARINGS SHOWN HEREIN ARE BASED ON THE EAST LINE OF THE SOUTHWEST QUARTER (SW - 1/4) OF SECTION 32 TO BEAR S 00° 56' 02" E.
7. INTERNAL MONUMENTATION IS TO BE SET IN ACCORDANCE WITH CHAPTER 177.091 OF THE FLORIDA STATUTES.



PROJECT LOCATION

VICINITY MAP
SCALE: 1" = 1 MILE

NOTICE:
LANDS DESCRIBED IN THIS PLAT MAY BE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE, WATER AND SEWER FACILITIES BEING ACCEPTED FOR MAINTENANCE BY LEE COUNTY. ANY PURCHASER OF A LOT IN THIS SUBDIVISION IS ADVISED TO DETERMINE WHETHER THE LOT MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE OR IMPROVEMENT OF ROADS, DRAINAGE, WATER AND SEWER FACILITIES.

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT, WHETHER GRAPHIC OR DIGITAL. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WEST BAY CLUB DEVELOPMENT CORPORATION AND O'DONNELL LANDSCAPES, INC., FLORIDA CORPORATIONS, THE OWNERS OF THE HEREIN DESCRIBED LAND HAVE CAUSED THIS PLAT OF WEST BAY CLUB, A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G", ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, TO BE MADE AND DO HEREBY DEDICATE THE FOLLOWING:

1. ALL CONSERVATION EASEMENT AREAS AND CONSERVATION TRACTS (CE) SHOWN ON THE PLAT ARE HEREBY DEDICATED TO WEST BAY CLUB COMMUNITY ASSOCIATION, INC., A FLORIDA NONPROFIT CORPORATION, TO BE HELD AND UTILIZED IN ACCORDANCE WITH AND SUBJECT TO THAT CERTAIN CONSERVATION EASEMENT GRANTED TO LEE COUNTY, FLORIDA, RECORDED IN O.R. BOOK 2857, PAGE 2218 AND CONFIRMED BY INSTRUMENT ENTITLED CONFIRMATION OF LEGAL DESCRIPTIONS, RECORDED IN O.R. BOOK 2981, PAGE 592, ALL IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
2. ALL LAKE TRACTS (LE) SHOWN ON THE PLAT ARE HEREBY DEDICATED TO WEST BAY CLUB COMMUNITY ASSOCIATION, INC., FOR SURFACE WATER MANAGEMENT AND DRAINAGE PURPOSES.
3. ALL LAKE MAINTENANCE EASEMENTS (LME) SHOWN ON THE PLAT ARE HEREBY DEDICATED TO WEST BAY CLUB COMMUNITY ASSOCIATION, INC., FOR PURPOSES OF MAINTAINING THE LAKE TRACTS SHOWN ON THE PLAT.
4. ALL LANDSCAPE TRACTS (LS) SHOWN ON THE PLAT ARE HEREBY DEDICATED TO WEST BAY CLUB COMMUNITY ASSOCIATION, INC., FOR LANDSCAPE PURPOSES. LANDSCAPE TRACTS LS-4, LS-5 AND LS-6 ARE ALSO DEDICATED TO WEST BAY CLUB COMMUNITY ASSOCIATION, INC., FOR BRIDGE ACCESS AND BRIDGE MAINTENANCE PURPOSES.
5. ALL PARK TRACTS (PE) AND RECREATION TRACTS (RE) SHOWN ON THE PLAT ARE HEREBY DEDICATED TO WEST BAY CLUB COMMUNITY ASSOCIATION, INC., FOR PARK AND RECREATION PURPOSES.
6. ALL DRAINAGE EASEMENTS (DE) SHOWN ON THE PLAT ARE HEREBY DEDICATED TO WEST BAY CLUB COMMUNITY ASSOCIATION, INC., FOR DRAINAGE AND SURFACE WATER WATER MANAGEMENT PURPOSES.
7. ALL DRAINAGE TRACTS (DT) SHOWN ON THE PLAT ARE HEREBY DEDICATED TO WEST BAY CLUB COMMUNITY ASSOCIATION, INC., FOR DRAINAGE AND SURFACE WATER MANAGEMENT PURPOSES.
8. ALL UTILITY EASEMENTS (UE) SHOWN ON THE PLAT ARE HEREBY DEDICATED AS NON-EXCLUSIVE UTILITY EASEMENTS FOR USE BY UTILITY COMPANIES PROVIDING ELECTRICAL SERVICE, CABLE TV SERVICE, TELEPHONE SERVICE, WATER SERVICE, SEWER SERVICE AND ALL OTHER PUBLIC UTILITY SERVICES.
9. ALL ROAD TRACTS (RD) SHOWN ON THE PLAT ARE HEREBY DEDICATED TO WEST BAY CLUB COMMUNITY ASSOCIATION, INC., FOR ROADWAY PURPOSES FOR THE BENEFIT OF ALL REAL PROPERTY WITHIN WEST BAY CLUB, A SUBDIVISION, INCLUDING, WITHOUT LIMITATION, THE GOLF COURSE TRACTS, CART PATH TRACTS, PRACTICE RANGE TRACTS AND COUNTRY CLUB TRACTS SHOWN ON THE PLAT. ALL ROAD TRACTS ARE ALSO HEREBY DEDICATED AS NON-EXCLUSIVE UTILITY EASEMENTS FOR USE BY UTILITY COMPANIES PROVIDING ELECTRICAL SERVICE, CABLE TV SERVICE, TELEPHONE SERVICE, WATER SERVICE, SEWER SERVICE AND ALL OTHER PUBLIC UTILITY SERVICES.
10. ALL GOLF COURSE TRACTS (GC), ALL CART PATH TRACTS (CP), ALL COUNTRY CLUB TRACTS (CC) AND ALL PRACTICE RANGE TRACTS (PR) ARE HEREBY RESERVED TO WEST BAY CLUB DEVELOPMENT CORPORATION, FOR FUTURE DEVELOPMENT. EXCEPT FOR THE FOREGOING DEDICATIONS NUMBERED 1 THROUGH 9, THIS PLAT DOES NOT CREATE NON-PUBLIC OR PRIVATE PROPERTY RIGHTS IN ANY RESERVED COUNTRY CLUB TRACTS, CART PATH TRACTS, GOLF COURSE TRACTS, OR PRACTICE RANGE TRACTS DEPICTED ON THIS PLAT.
11. ALL MULTIFAMILY TRACTS (MF) ARE HEREBY RESERVED TO WEST BAY CLUB DEVELOPMENT CORPORATION FOR FUTURE RESIDENTIAL DEVELOPMENT.
12. ALL FUTURE DEVELOPMENT TRACTS (FD) ARE HEREBY RESERVED TO WEST BAY CLUB DEVELOPMENT CORPORATION FOR FUTURE DEVELOPMENT.
13. IN CONNECTION WITH, AND SUBJECT TO, THE FOREGOING DEDICATIONS NUMBERED 1 THROUGH 9, THE PROPERTY RIGHTS PROVIDED FOR IN ANY DECLARATION OF RESTRICTIVE COVENANTS PERTAINING TO THE WEST BAY CLUB COMMUNITY ASSOCIATION, INC., A FLORIDA NONPROFIT CORPORATION, ARE HEREBY RESERVED FOR THE USES AND PURPOSES SET FORTH IN SAID DECLARATION.

WITNESSES

PRINT NAME: Brian K. Nelson

PRINT NAME: Stephen J. Cashen

WEST BAY CLUB DEVELOPMENT CORPORATION

BY: FRANK WEED
PRESIDENT

WITNESSES

PRINT NAME: Patricia O'Donnell

PRINT NAME: Mark S. Pavia

O'DONNELL LANDSCAPES, INC.

BY: ALBERT S. O'DONNELL
PRESIDENT

ACKNOWLEDGMENT
STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 6th DAY OF January, 1999, BY FRANK WEED, PRESIDENT OF WEST BAY CLUB DEVELOPMENT CORPORATION , A FLORIDA CORPORATION. HE IS PERSONALLY KNOWN TO ME.

NOTARY PUBLIC - STATE OF FLORIDA

NAME - PRINTED

MY COMMISSION EXPIRES

ACKNOWLEDGMENT
STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 6th DAY OF January, 1999, BY ALBERT S. O'DONNELL, PRESIDENT OF O'DONNELL LANDSCAPES, INC., A FLORIDA CORPORATION. HE IS PERSONALLY KNOWN TO ME.

NOTARY PUBLIC - STATE OF FLORIDA

NAME - PRINTED

MY COMMISSION EXPIRES

CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF WEST BAY CLUB, A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST AND SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G", ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS (PRMS) HAVE BEEN PLACED AT THE LOCATIONS SHOWN ON THE PLAT.

DONE THIS 12TH DAY OF JANUARY, 1999.

W. BRITT POMEROY, JR. (FOR THE FIRM-LB#643)
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4448
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

APPROVALS

THIS PLAT IS ACCEPTED AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA THIS 13TH DAY OF JANUARY, 1999.

CHAIRMAN OF THE BOARD
PRINT NAME: Ray Judah

COUNTY ATTORNEY
PRINT NAME: PATRICK G. WHITE

DIRECTOR, DEPARTMENT OF COMMUNITY DEVELOPMENT
PRINT NAME: MARY GIBBS

CLERK OF COURT
PRINT NAME: Charlie Green

DIVISION OF DEVELOPMENT SERVICES
PRINT NAME: WALTER J. M. CARTER

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF WEST BAY CLUB, A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST AND SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G".

APPROVALS CONTINUED

4547980

ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, WAS FILED FOR RECORD AT 8:05:54 A.M. THIS 12th DAY OF January, 1999 AND DULY RECORDED IN PLAT BOOK 62 AT PAGES 79 THROUGH 111 PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

CLERK OF THE CIRCUIT COURT
IN AND FOR LEE COUNTY
PRINT NAME: Charlie Green

REVIEW BY THE DESIGNATED COUNTY PSM DETERMINED THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF F.S. CH. 177, PART I

TITLE: D.C.P.S.M.
PRINT NAME: Allen L. Davies

WEST BAY CLUB
DEVELOPMENT ORDER
NO. 97-12-237.00D
NO. 97-12-237.00D

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

PLAT BOOK 62 PAGE 80

SHEET 2 OF 33

WEST BAY CLUB

A SUBDIVISION IN
SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS
(PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN
SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

NORTH
0 200 400 800
SCALE: 1" = 400'

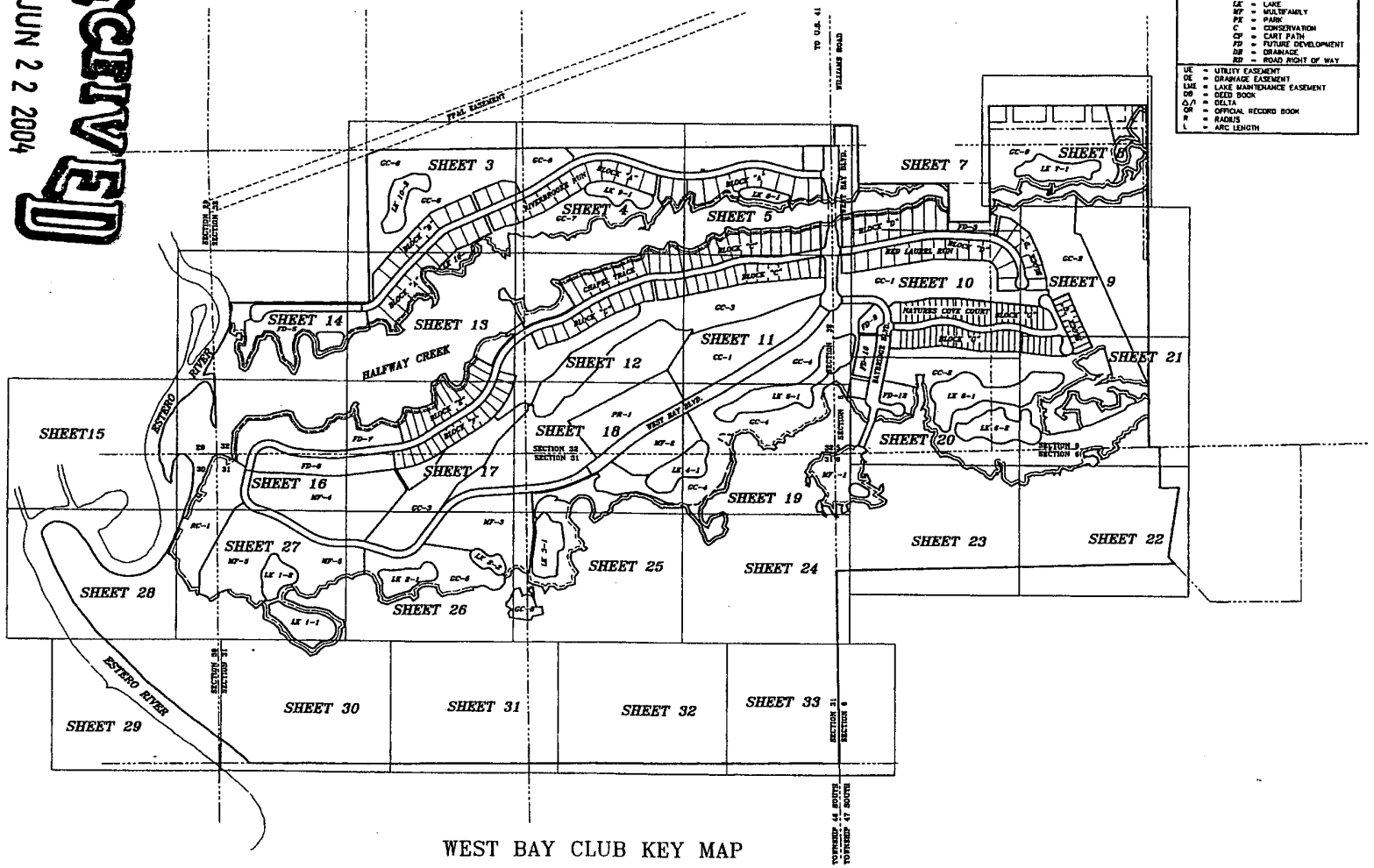
RECEIVED
JUN 22 2004
PERMIT COUNTER

LEGEND

TRACTS

RC	=	RECREATION
PR	=	PRACTICE RANGE
CC	=	COUNTRY CLUB
GC	=	GOLF COURSE
LS	=	LANDSCAPE
LK	=	LAKE
MF	=	MULTIFAMILY
PK	=	PARK
C	=	CONSERVATION
CP	=	CART PATH
FD	=	FUTURE DEVELOPMENT
DR	=	DRAINAGE
RW	=	ROAD RIGHT OF WAY

UE	=	UTILITY EASEMENT
DE	=	DRAINAGE EASEMENT
LME	=	LAKE MAINTENANCE EASEMENT
DB	=	DEED BOOK
Δ/I	=	DELTA
OR	=	OFFICIAL RECORD BOOK
R	=	RADIUS
L	=	ARC LENGTH



WEST BAY CLUB KEY MAP

DCI 2004-00046

PREPARED BY:
JOHNSON ENGINEERING, INC.
8158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

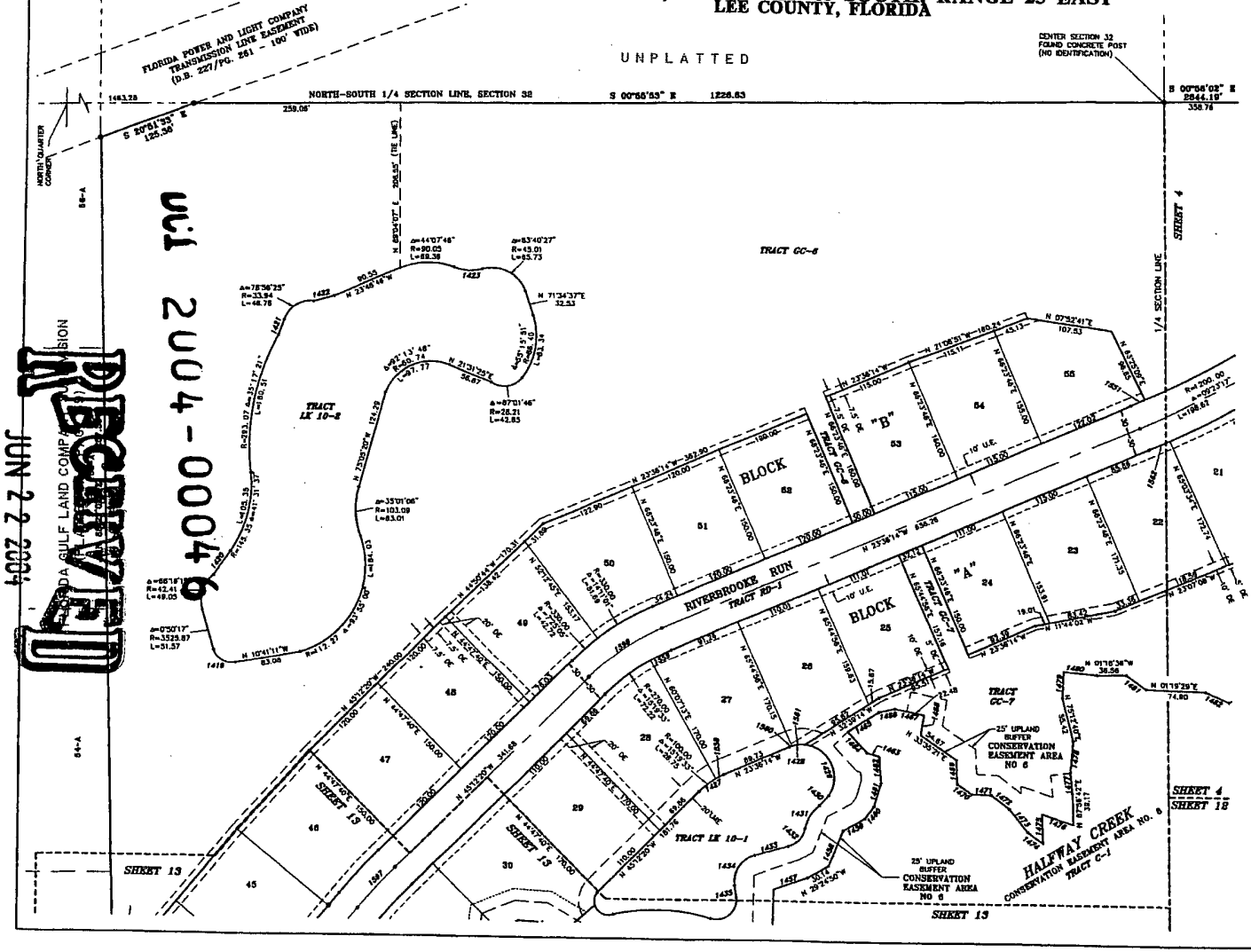
PLAT BOOK 62 PAGE 81

SHEET 3 OF 33

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

SCALE: 1" = 60'



RECEIVED
JUN 22 2004
FLORIDA GULF LAND COMPANY DIVISION

PERMIT COUNTER

ver. 2004-00049

LEGEND

TRACTS

RC	= RECREATION
PR	= PRACTICE RANGE
CC	= COUNTRY CLUB
GC	= GOLF COURSE
LS	= LANDSCAPE
LK	= LAKE
PK	= PARK
C	= CONSERVATION
CP	= CART PATH
FD	= FUTURE DEVELOPMENT
DR	= DRAINAGE
RD	= ROAD RIGHT OF WAY

UE	= UTILITY EASEMENT
DE	= DRAINAGE EASEMENT
LME	= LAKE MAINTENANCE EASEMENT
DB	= DEED BOOK
Δ/I	= DELTA
OR	= OFFICIAL RECORD BOOK
R	= RADIUS
L	= ARC LENGTH
	= MATCH LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2218-2272

CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
1418	83°30'39"	24.48	35.79
1423	35°51'52"	58.37	36.54
1427	21°36'06"	100.00	37.70
1428	27°49'14"	40.51	19.07
1429	119°08'31"	40.51	84.24
1431	40°00'26"	50.00	34.91
1432	62°13'55"	30.00	32.58
1434	81°37'28"	35.00	49.86
1551	0°58'11"	1170.00	19.80
1558	6°18'33"	100.00	10.95
1559	6°18'33"	270.00	29.57
1560	4°53'42"	40.51	3.46
1561	22°59'32"	40.51	16.21
1562	1°20'12"	1230.00	28.69
1597	5°21'34"	750.00	70.19
1598	21°36'06"	300.00	113.11

LINE DATA

	DELTA/BEARING	LEN./DIST.
1420	N 55°29'55"W	36.70
1421	N 71°15'43"W	21.31
1422	N 15°19'36"W	26.32
1430	N 46°13'27"W	17.12
1433	N 18°14'10"W	43.48
1435	N 82°08'22"E	15.65
1437	N 20°38'23"W	45.58
1438	N 68°32'50"W	48.54
1439	N 28°48'24"W	31.37
1440	N 53°48'06"W	18.88
1441	N 73°33'39"W	30.83
1462	N 85°32'30"E	33.17
1463	N 13°56'17"E	16.09
1464	N 48°11'32"E	35.99
1465	N 32°39'14"W	46.86
1466	N 12°34'18"W	21.10
1467	N 11°31'22"E	37.81
1468	N 80°37'54"W	25.29
1469	N 67°04'32"E	29.81
1470	N 33°14'51"E	22.01
1471	N 01°44'01"E	25.31
1472	N 37°07'11"E	29.35
1473	N 50°32'17"E	37.01
1474	N 34°29'44"E	23.77
1475	N 88°56'04"E	36.47
1476	N 16°17'08"E	47.82
1477	N 83°15'41"E	26.16
1478	N 85°20'50"W	39.49
1479	N 87°28'53"W	33.25
1480	N 05°05'00"E	41.89
1481	N 35°10'00"E	30.74
1482	N 23°55'37"E	32.09

PLAT BOOK 62 PAGE 12

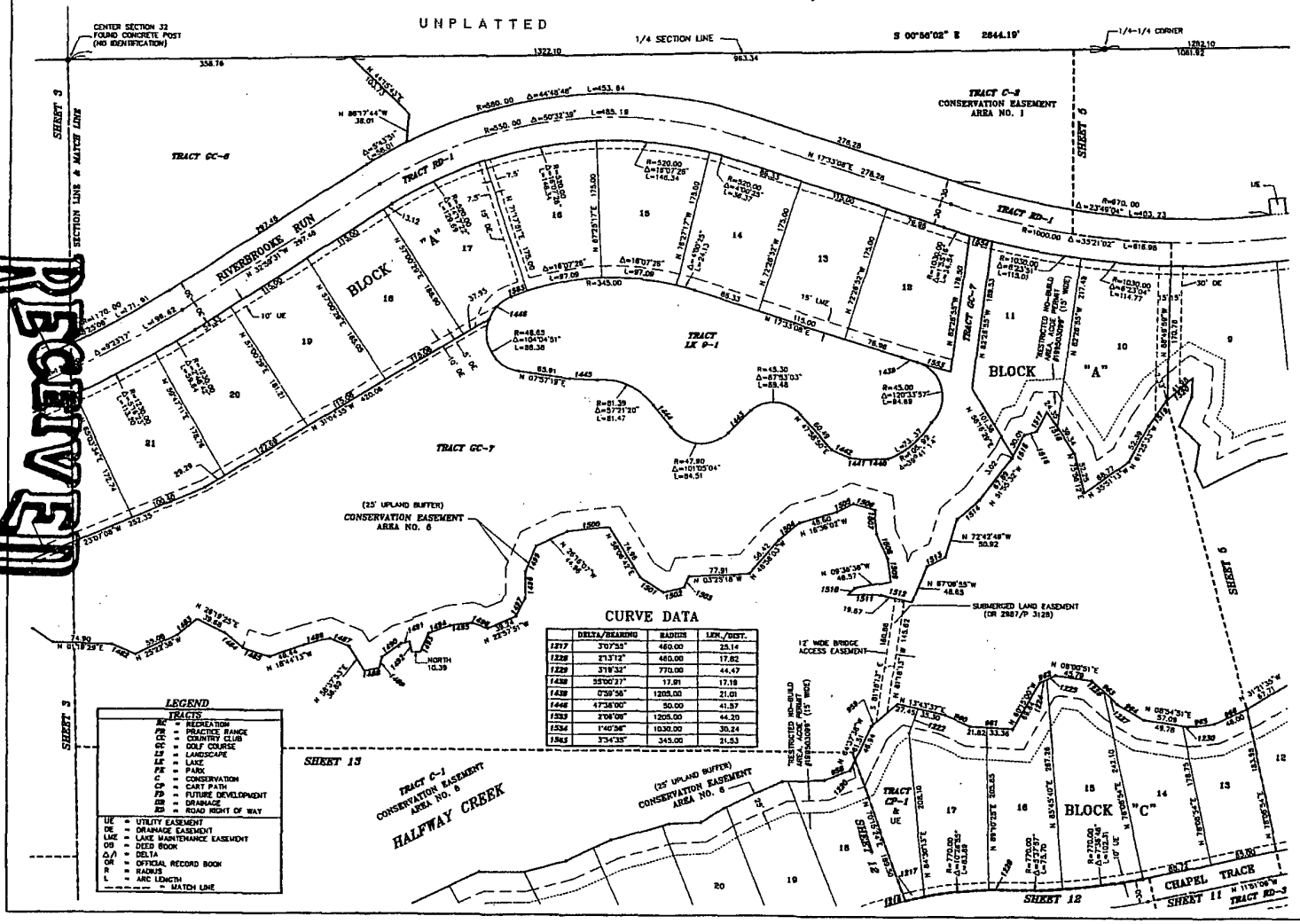
SHEET 4 OF 33

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

CONSERVATION EASEMENT AREA NO 1 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2218-2272



LEGEND

TRACTS
- RE = RECREATION
- PR = PRACTICE RANGE
- CC = COUNTRY CLUB
- GC = GOLF COURSE
- LS = LANDSCAPE
- LK = LAKE
- PK = PARK
- C = CONSERVATION
- CP = CART PATH
- FD = FUTURE DEVELOPMENT
- DR = DRAINAGE
- RW = ROAD RIGHT OF WAY

- UE = UTILITY EASEMENT
- DE = DRAINAGE EASEMENT
- LME = LAKE MAINTENANCE EASEMENT
- DB = DEED BOOK
- Δ/I = DELTA
- OR = OFFICIAL RECORD BOOK
- R = RADIUS
- L = ARC LENGTH
- = MATCH LINE

CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
1217	3°07'55"	460.00	25.14
1228	2°13'12"	460.00	17.82
1229	3°19'32"	770.00	44.47
1438	35°00'27"	17.91	17.19
1439	0°59'58"	1205.00	21.01
1446	47°36'00"	50.00	41.57
1533	2°06'09"	1205.00	44.20
1534	1°40'36"	1030.00	30.24
1545	3°34'35"	345.00	21.53

LINE DATA

	DELTA/BEARING	LEN./DIST.
653	N 15°31'16"W	35.82
656	N 02°16'34"W	40.87
657	N 32°29'08"W	34.13
658	N 31°06'25"W	39.27
659	N 41°39'37"W	49.26
660	N 23°56'51"E	35.22
661	N 03°43'34"E	55.16
662	N 24°44'43"W	21.82
663	N 42°50'25"E	43.37
664	N 31°07'31"E	38.60
665	N 06°42'53"W	33.56
666	N 25°26'34"W	47.22
1218	N 24°42'06"W	4.06
1219	N 02°09'21"W	7.16
1220	N 84°37'38"W	14.57
1221	N 13°43'37"E	27.45
1222	N 89°11'15"W	33.63
1223	N 03°43'34"E	21.82
1224	N 24°44'43"W	8.82
1225	N 24°44'43"W	12.00
1226	N 42°50'25"E	20.47
1227	N 42°50'25"E	22.90
1230	N 08°54'01"E	7.31
1231	N 73°58'14"E	1.77
1440	N 03°11'37"W	30.33
1441	N 07°25'35"E	19.57
1442	N 23°33'30"E	24.43
1443	N 45°53'21"W	41.33
1444	N 51°42'36"E	35.97
1445	N 02°36'24"E	35.30
1482	N 23°55'37"E	32.09
1483	N 39°17'08"W	32.77
1484	N 38°43'01"E	29.92
1485	N 15°16'27"E	33.62
1486	N 15°14'16"W	34.06
1487	N 23°17'36"E	28.38
1488	N 11°16'58"W	19.26
1489	N 75°56'17"W	14.29
1490	N 35°33'11"W	29.80
1491	N 10°20'41"W	10.45
1492	N 75°56'17"E	14.29
1493	N 69°48'48"W	28.39
1494	N 20°34'01"W	29.59
1495	N 07°07'44"W	37.87
1496	N 16°24'34"E	20.75
1497	N 67°22'54"W	25.47
1498	N 89°49'23"W	34.80
1499	N 87°33'10"W	34.27
1500	N 05°47'19"W	54.05
1501	N 37°28'22"E	35.18
1502	N 12°34'54"W	27.11
1503	N 68°48'44"W	13.12
1504	N 40°41'57"W	35.62
1505	N 27°34'38"W	23.59
1506	N 18°28'54"E	28.54
1507	N 65°09'10"E	30.98
1508	N 85°10'41"E	34.20
1509	N 82°19'18"E	30.17
1510	N 44°10'28"W	11.99
1511	N 00°09'30"E	41.35
1512	N 12°16'40"E	41.74
1513	N 57°03'55"W	26.43
1514	N 41°18'57"W	37.96
1515	N 82°31'03"W	33.03
1516	N 14°25'51"W	15.92
1517	N 63°39'23"W	29.69
1518	N 58°33'07"E	63.69
1519	N 84°45'37"W	39.03
1520	N 38°48'47"W	44.30
1532	N 40°41'08"W	56.32
1533	N 73°08'07"W	68.53
1536	N 71°17'46"E	53.38
1537	N 32°39'58"W	1.68
1574	N 00°28'48"W	15.34
1581	N 20°46'27"W	47.24
1585	N 86°57'37"E	12.98

RECEIVED
JUN 22 2004
PERMIT COUNTER
2004-00046

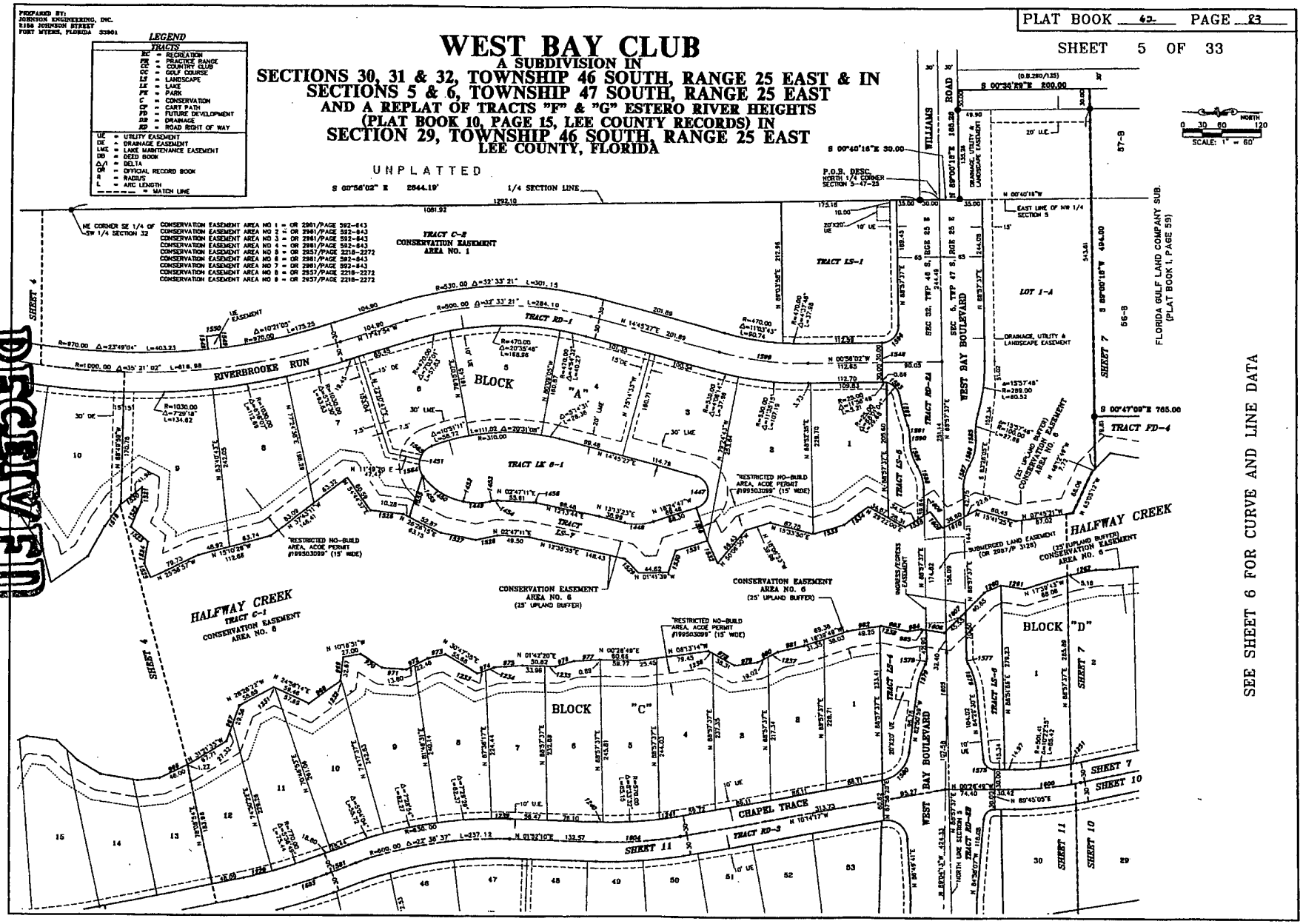
PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

PLAT BOOK 62 PAGE 83

SHEET 5 OF 33

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA



CONSERVATION EASEMENT AREA NO 1 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2218-2272

RECEIVED
JUN 22 2004
OCI

PERMIT COUNTER

2004-00046

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

PLAT BOOK 62 PAGE 84

SHEET 6 OF 33

WEST BAY CLUB
A SUBDIVISION IN
SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
1229	3°18'32"	770.00	44.47
1239	2°38'10"	830.00	28.62
1240	0°34'19"	570.00	9.01
1241	2°38'36"	570.00	26.30
1229	3°18'32"	770.00	44.47
1447	148°49'48"	25.00	64.07
1448	31°35'10"	80.00	44.17
1449	23°00'09"	100.00	40.15
1450	40°44'04"	100.00	71.10
1451	101°34'07"	30.00	53.18
1454	14°30'21"	25.00	6.33
1455	4°33'27"	30.00	2.39
1456	8°44'45"	25.00	3.82
1530	1°12'23"	850.00	30.00
1531	0°56'11"	1170.00	19.80
1533	2°08'08"	1205.00	44.20
1534	1°40'36"	1030.00	30.24
1538	6°18'33"	100.00	10.95
1539	6°18'33"	270.00	29.57
1540	4°53'42"	40.51	3.48
1541	22°55'32"	40.51	16.21
1542	1°20'12"	1230.00	28.69
1563	3°54'35"	345.00	21.53
1564	47°24'38"	30.00	24.82
1565	54°08'29"	30.00	28.36
1566	104°57'11"	55.00	100.75
1567	234°06'42"	55.00	224.73
1568	84°31'18"	17.00	25.08
1569	11°23'22"	531.41	105.64
1570	38°10'30"	90.00	59.97
1571	248°03'11"	55.00	238.15
1572	32°04'07"	90.00	50.37
1573	11°23'22"	471.41	93.71
1575	84°58'18"	17.00	25.20
1576	24°08'21"	105.00	44.18
1577	28°34'29"	18.79	9.37
1578	30°07'53"	17.80	9.28
1579	21°36'30"	105.00	40.21
1580	72°36'42"	49.06	62.17
1582	164°45'30"	68.52	197.03
1583	54°59'03"	91.00	87.33
1584	97°03'58"	30.00	50.82
1586	30°41'00"	75.00	40.16
1587	30°41'00"	67.88	36.34
1588	30°41'00"	75.00	40.16
1587	30°41'00"	67.88	36.34
1586	30°41'01"	67.88	36.34
1589	30°41'01"	75.00	40.16
1591	19°09'36"	80.00	16.72
1592	9°13'49"	293.00	47.20
1593	79°57'52"	25.00	34.89
1594	157°03'40"	55.00	150.77
1595	90°00'00"	45.00	70.69
1596	90°00'21"	25.00	39.32
1597	5°21'34"	750.00	70.15
1598	21°30'06"	300.00	113.11
1599	15°41'29"	500.00	136.93
1600	11°23'22"	501.41	99.67
1604	12°08'27"	600.00	126.79
1605	01°58'10"	2908.70	99.98

LINE DATA

	DELTA/BEARING	LEN./DIST.
965	N 06°42'53"W	33.59
966	N 25°28'34"W	47.22
967	N 70°16'34"W	58.88
968	N 37°00'18"W	58.81
969	N 83°19'38"W	38.43
970	N 32°48'39"E	38.58
971	N 03°31'08"E	37.08
972	N 28°40'21"W	36.26
973	N 12°14'18"W	27.57
974	N 19°37'16"W	28.91
975	N 03°58'14"W	43.78
976	N 17°20'58"W	29.54
977	N 02°48'55"W	38.85
978	N 28°14'58"E	45.38
979	N 07°45'56"W	34.77
980	N 27°19'38"W	33.61
981	N 12°41'15"W	41.09
982	N 09°06'50"W	51.69
983	N 11°35'54"E	40.50
984	N 09°22'16"W	20.89
985	N 08°08'35"E	7.48
1230	N 06°54'31"E	7.32
1231	N 24°58'14"E	1.77
1232	N 83°19'38"W	3.78
1233	N 19°37'16"W	13.53
1234	N 19°37'16"W	13.38
1235	N 01°42'20"E	16.88
1236	N 28°14'58"E	7.08
1237	N 27°19'38"W	16.59
1238	N 09°08'50"W	2.43
1239	N 45°21'42"W	40.85
1240	N 23°55'18"W	27.16
1291	N 08°49'58"E	35.75
1262	N 11°02'45"W	39.27
1452	N 11°16'59"E	1.88

LINE DATA

	DELTA/BEARING	LEN./DIST.
1453	N 11°43'10"W	5.81
1518	N 54°45'27"W	39.03
1520	N 39°48'47"W	44.30
1521	N 87°00'22"W	23.11
1522	N 68°38'29"W	40.77
1523	N 41°28'35"E	34.75
1524	N 80°53'36"W	33.98
1525	N 84°41'12"E	23.58
1526	N 06°16'08"E	50.17
1527	N 11°16'59"E	53.84
1528	N 11°43'10"W	33.33
1529	N 44°23'43"E	30.03
1530	N 71°33'17"W	34.18
1531	N 18°24'47"W	50.85
1533	N 85°30'29"E	37.74
1533	N 17°37'08"W	48.31
1534	N 36°30'11"W	48.02
1535	N 32°05'24"W	44.99
1536	N 28°24'03"W	22.87
1537	N 46°12'48"W	40.86
1538	N 09°25'18"E	45.37
1539	N 77°29'15"E	26.30
1540	N 48°54'47"E	20.84
1541	N 88°14'21"W	42.58
1542	N 30°17'27"E	22.74
1543	N 58°30'48"E	42.98
1544	N 02°16'41"E	29.67
1545	N 58°28'38"E	21.05
1546	N 49°27'43"E	43.80
1547	N 28°25'01"E	24.84
1548	N 88°57'37"E	60.00
1549	N 83°08'47"E	20.00
1552	N 40°11'08"W	58.32
1555	N 73°05'07"W	58.53
1556	N 71°17'46"E	53.38
1557	N 32°39'58"W	1.88
1574	N 00°26'49"W	15.34
1581	N 20°48'27"W	47.24
1589	N 68°57'37"E	12.96
1590	N 88°57'37"E	7.39
1606	N 08°08'35"E	35.28
1607	N 48°21'42"E	68.40
1608	N 32°05'24"E	10.45
1609	N 52°45'09"E	31.38
1610	N 28°24'03"E	58.27

RECEIVED
JUN 22 2004
UCI 2004-00046

PERMIT COUNTER

PERMIT COUNTER

RECEIVED
JUN 22 2004

2004 00046

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

PLAT BOOK 62 PAGE 85

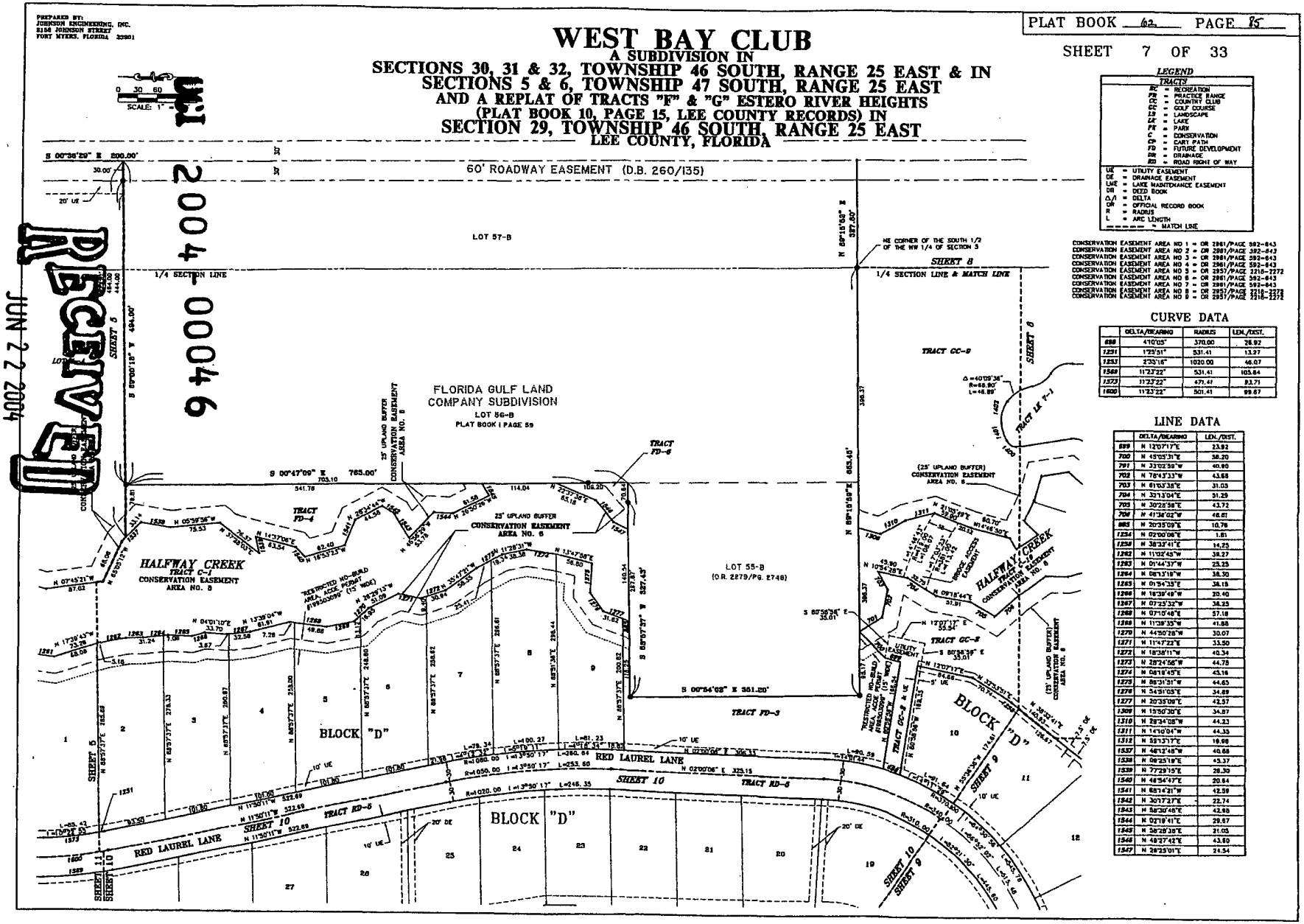
SHEET 7 OF 33

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST

LEE COUNTY, FLORIDA

SCALE: 1" = 60'



LEGEND

TRACTS

RC	= RECREATION
PR	= PRACTICE RANGE
CC	= COUNTRY CLUB
GC	= GOLF COURSE
LS	= LANDSCAPE
LK	= LAKE
PK	= PARK
C	= CONSERVATION
CP	= CART PATH
FD	= FUTURE DEVELOPMENT
DR	= DRAINAGE
RD	= ROAD RIGHT OF WAY

UE	= UTILITY EASEMENT
DE	= DRAINAGE EASEMENT
LME	= LAKE MAINTENANCE EASEMENT
DB	= DEED BOOK
Δ/I	= DELTA
OR	= OFFICIAL RECORD BOOK
R	= RADIUS
L	= ARC LENGTH
	= MATCH LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2210-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2210-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2210-2272

CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
688	4°10'05"	370.00	26.92
1251	1°29'51"	531.41	13.27
1253	2°35'16"	1020.00	46.07
1568	11°23'22"	531.41	105.64
1573	11°23'22"	471.41	83.71
1600	11°23'22"	501.41	99.67

LINE DATA

	DELTA/BEARING	LEN./DIST.
699	N 12°07'17"E	23.92
700	N 45°05'31"E	38.20
701	N 33°02'59"W	40.90
702	N 76°43'33"W	43.68
703	N 61°03'38"E	31.05
704	N 32°13'04"E	31.29
705	N 30°28'58"E	43.72
706	N 41°36'02"W	48.61
883	N 20°35'09"E	10.78
1254	N 02°00'06"E	1.81
1256	N 38°37'41"E	14.25
1262	N 11°02'45"W	38.27
1263	N 01°44'31"W	25.25
1264	N 08°13'18"W	38.30
1265	N 01°54'35"E	38.18
1266	N 18°39'48"W	20.40
1267	N 07°25'32"W	38.25
1268	N 07°10'46"E	57.18
1269	N 11°39'35"W	41.88
1270	N 44°50'28"W	30.07
1271	N 11°47'22"E	33.50
1272	N 18°38'11"W	40.34
1273	N 28°24'56"W	44.78
1274	N 08°19'45"E	43.16
1275	N 86°31'51"W	44.65
1276	N 54°51'05"E	34.89
1277	N 20°35'09"E	42.97
1309	N 15°50'30"E	34.97
1310	N 28°34'08"W	44.23
1311	N 14°10'04"W	44.35
1312	N 59°13'17"E	19.98
1537	N 46°12'48"W	40.66
1538	N 09°25'19"E	45.37
1539	N 77°29'15"E	28.30
1540	N 46°54'47"E	20.84
1541	N 88°14'21"W	42.59
1542	N 30°17'27"E	22.74
1543	N 58°30'46"E	42.98
1544	N 02°19'41"E	29.87
1545	N 38°28'38"E	21.05
1546	N 48°37'42"E	43.80
1547	N 28°23'01"E	24.54

PREPARED BY:
JOHNSON ENGINEERING, INC.
8156 JOHNSON STREET
FORT MYERS, FLORIDA 33901

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

PLAT BOOK 62 PAGE 86

SHEET 8 OF 33

SCALE: 1" = 60'

LEGEND

TRACTS
RC = RECREATION
PR = PRACTICE RANGE
CC = COUNTRY CLUB
GC = GOLF COURSE
LS = LANDSCAPE
LK = LAKE
PK = PARK
C = CONSERVATION
CP = CART PATH
FD = FUTURE DEVELOPMENT
DR = DRAINAGE
RW = ROAD RIGHT OF WAY

UE = UTILITY EASEMENT
DE = DRAINAGE EASEMENT
LME = LAKE MAINTENANCE EASEMENT
DB = DEED BOOK
Δ = DELTA
O.R.B. = OFFICIAL RECORD BOOK
R = RADIUS
L = ARC LENGTH
= MATCH LINE

UNRECORDED ESTERO SPRINGS

60' ROADWAY EASEMENT (DB 260/PG 135)

CONSERVATION EASEMENT AREA NO 1 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2219-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2219-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2219-2272

TRACT GC-9
TRACT LK 7-1
TRACT GC-2
TRACT FD-3
TRACT C-3 CONSERVATION EASEMENT AREA NO. 4
TRACT C-4 CONSERVATION EASEMENT AREA NO. 8
TRACT C-5 CONSERVATION EASEMENT AREA NO. 4
TRACT C-19 CONSERVATION EASEMENT AREA NO. 8
TRACT C-4 CONSERVATION EASEMENT AREA NO. 9

25' UPLAND BUFFER CONSERVATION EASEMENT AREA NO. 6
25' UPLAND BUFFER CONSERVATION EASEMENT AREA NO. 8

HALFWAY CREEK

BLOCK "D"

FLORIDA GULF LAND COMPANY SUBDIVISION (PLAT BOOK 1/PAGE 59)

FLORIDA GULF LAND COMPANY SUBDIVISION (PLAT BOOK 1/PAGE 59)

SUBMERGED LAND EASEMENT (OR 1351/P 3102)

25' INGRESS/EGRESS (OR. 507/PG 304)

12' WIDE BRIDGE ACCESS EASEMENT

UTILITY EASEMENT

1/4 SECTION LINE

NE CORNER SOUTH 1/2 NORTHWEST 1/4 SECTION 5

CENTER SECTION 5

SHEET 7

SHEET 9

55-B

56-B

24-B

25-B

23-B

S 00°32'41" E 1350.95'
998.95'
352.00
S 00°40'16" E 825.73'
521.92
S 89°31'44" W 2592.89'
S 89°34'40" W 1295.47' TO PRM
1/4 SECTION LINE
N 89°19'59" W 663.45'
136.82
S 00°54'02" E 98.17
351.20'
S 89°58'58" E 33.01
N 12°17'11" E 33.34
S 89°58'58" E 33.01
S 89°34'40" E 1295.47'
384.69'
250.30'
15.00'
25.00'
63.78
59.06'
41.48'
N 09°44'20" W
N 00°01'38" E
N 05°07'09" W
N 08°56'57" W 41.86'
N 22°30'12" W 67.92'
N 01°48'07" E 95.03'
N 23°55'07" E 66.32'
N 10°26'55" W 40.60'
N 23°55'07" E 64.12'
N 03°48'46" W 30.53'
N 31°31'22" W 74.18'
N 10°54'26" E 24.90'
N 09°16'44" E 51.91'
N 32°30'10" W 92.24'
N 20°34'26" E 102.35'
N 10°54'47" W 59.04'
N 11°13'39" E 41.48'
N 08°56'57" W 41.86'
N 23°55'07" E 66.32'
N 10°26'55" W 40.60'
N 23°55'07" E 64.12'
N 03°48'46" W 30.53'
N 31°31'22" W 74.18'
S 77°15'27" E 20.24'
N 76°42'33" E 21.24'
N 11°13'39" E 41.48'
N 09°44'20" W 59.06'
N 00°01'38" E 63.78'
N 05°07'09" W 41.48'
N 07°38'59" W 306.56'
N 89°34'40" W 1295.47'
1295.47' TO PRM
1/4 SECTION LINE
1695.42'

LINE DATA

	DELTA/BEARING	LEN./DIST.		DELTA/BEARING	LEN./DIST.
1378	N 32°06'52"W	24.42	1397	N 55°48'31"W	24.93
1379	N 72°36'10"W	53.33	1398	N 30°24'38"W	43.29
1380	N 16°31'38"E	49.50	1399	N 82°24'23"W	43.38
1381	N 21°27'51"W	55.95	1394	N 65°36'17"E	23.86
1382	N 73°46'45"E	47.31	1395	N 83°27'52"W	18.40
1383	N 89°37'34"E	12.50	1396	N 47°22'09"W	5.83
1384	N 45°20'38"W	26.68	1397	N 39°37'59"E	37.85
1385	N 35°16'31"W	11.01	1398	N 43°27'52"W	23.73
1386	N 33°37'40"E	27.23	1399	N 88°43'20"W	31.84
1387	N 06°36'24"E	48.82	1410	N 10°59'04"W	45.34
1388	N 53°40'08"E	23.82	1412	N 22°01'2"W	8.82
1389	N 25°32'01"E	27.21	1415	N 17°43'39"E	20.84
1390	N 70°44'34"W	37.38	1417	N 41°48'48"E	35.59

CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
699	4°10'05"	370.00	26.92
1400	57°06'55"	17.45	17.40
1401	22°12'17"	73.92	28.65
1402	44°20'28"	45.07	34.88
1403	45°39'49"	42.20	33.63
1404	87°30'37"	32.80	36.85
1405	8°45'49"	227.80	34.81
1406	52°12'18"	26.85	24.56
1407	23°18'57"	80.61	24.66
1408	139°48'50"	22.89	55.37
1409	39°26'33"	25.00	17.21
1411	11°21'06"	50.00	9.91
1413	24°06'18"	100.00	42.13
1414	21°33'41"	100.00	37.63
1416	25°05'47"	50.00	21.90
1418	50°45'43"	25.00	22.15

LINE DATA

	DELTA/BEARING	LEN./DIST.		DELTA/BEARING	LEN./DIST.
699	N 12°07'17"E	23.92	1315	N 73°16'02"W	38.70
700	N 45°05'31"E	56.20	1316	N 41°48'48"E	45.88
701	N 33°02'59"W	40.90	1317	N 16°42'39"E	37.04
702	N 78°43'33"W	43.68	1318	N 01°48'07"E	53.33
703	N 81°03'38"E	31.05	1319	N 78°37'05"W	48.52
704	N 32°13'04"E	51.29	1320	N 15°09'04"E	12.37
705	N 30°28'56"E	43.72	1321	N 70°19'05"W	53.91
706	N 41°36'02"W	48.81	1322	N 82°41'12"E	36.28
707	N 35°52'00"W	51.14	1323	N 48°35'58"W	21.98
708	N 01°22'26"E	33.34	1324	N 78°20'07"W	18.42
709	N 15°11'28"W	34.87	1325	N 21°53'50"W	37.84
710	N 20°13'34"W	38.71	1326	N 81°45'05"W	28.89
711	N 00°17'56"E	33.02	1327	N 05°04'08"W	19.28
712	N 30°12'40"W	24.72	1328	N 25°27'37"W	45.82
713	N 43°53'10"E	52.33	1329	N 10°39'04"W	39.50
714	N 41°36'30"E	58.39	1330	N 14°56'48"E	30.49
715	N 36°28'38"E	44.64	1331	N 25°10'05"W	42.93
716	N 05°07'09"W	20.98	1332	N 19°34'14"E	38.87
717	N 52°43'43"W	40.16	1333	N 2°34'31"E	33.42
718	N 26°37'51"W	45.87	1334	N 14°50'07"E	36.30
719	N 11°16'14"E	30.10	1339	N 57°25'32"E	16.78
720	N 37°53'09"E	36.88	1339	N 03°03'27"W	39.66
721	N 11°13'39"E	39.84	1337	N 88°43'20"W	33.00
722	N 04°56'55"E	34.97	1338	N 43°27'52"W	33.18
723	N 09°44'20"W	36.32	1339	N 56°37'59"E	36.23
724	N 65°47'51"W	29.91	1340	N 39°37'02"W	20.94
725	N 45°02'32"W	44.32	1341	N 25°55'32"E	50.72
726	N 00°01'38"E	84.43	1342	N 03°35'56"E	22.89
727	N 42°26'53"W	24.44	1343	N 58°34'55"W	36.85
728	N 01°58'10"W	19.99	1344	N 47°22'09"W	48.74
729	N 26°34'29"W	25.91	1345	N 63°27'52"W	33.84
730	N 11°08'08"W	36.39	1346	N 65°36'17"E	26.70
731	N 37°34'08"W	34.17	1347	N 82°24'23"W	24.02
732	N 43°08'48"W	43.76	1348	N 30°24'38"W	38.79
733	N 89°34'40"E	34.01	1349	N 55°48'31"W	33.84
734	N 43°08'48"W	21.91	1350	N 70°44'34"W	44.08
735	N 37°34'08"W	41.26	1351	N 89°34'40"E	20.91
736	N 11°08'08"W	38.87	1352	N 25°52'01"E	38.20
737	N 26°34'29"W	27.98	1353	N 53°40'08"E	28.52
738	N 01°58'10"W	18.53	1354	N 08°36'24"E	53.80
739	N 42°26'53"W	34.95	1355	N 33°37'40"E	45.77
740	N 45°02'32"W	24.88	1356	N 35°16'31"W	33.38
741	N 65°47'51"W	38.18	1357	N 45°20'38"W	35.08
742	N 04°56'55"E	39.56	1358	N 89°37'34"E	28.34
743	N 37°53'09"E	36.88	1359	N 73°46'45"E	44.22
744	N 11°16'14"E	15.81	1360	N 76°48'07"W	48.34
745	N 26°37'51"W	31.29	1361	N 21°27'51"W	34.24
746	N 82°43'43"W	45.38	1362	N 48°39'53"W	51.51
747	N 36°28'38"E	55.18	1363	N 08°34'49"E	34.03
748	N 41°36'30"E	60.02	1364	N 43°15'51"W	14.82
749	N 43°53'10"E	6.45	1365	N 17°57'48"E	44.58
750	N 89°34'40"E	6.56	1366	N 79°43'34"E	30.64
751	N 11°22'56"E	26.18	1367	N 60°50'09"E	48.28
752	N 03°37'40"E	27.46	1368	N 28°15'58"E	68.26
753	N 15°24'16"E	16.72	1369	N 48°39'53"W	88.55
754	N 87°38'31"E	17.72	1370	N 08°34'49"E	35.61
755	N 07°58'30"W	27.52	1371	N 43°18'31"W	14.43
1309	N 15°50'50"E	34.67	1372	N 07°28'01"E	70.48
1310	N 29°34'08"W	44.23	1373	N 42°58'30"E	36.47
1311	N 14°10'04"W	44.35	1374	N 89°31'44"E	27.99
1312	N 89°13'17"E	19.98	1375	N 31°41'22"W	54.22
1313	N 44°42'23"E	29.48	1376	N 03°03'37"W	29.34
1314	N 65°34'41"W	34.53	1377	N 14°50'57"E	15.87

RECEIVED
JUN 22 2004
PERMIT COUNTER

2004-00046

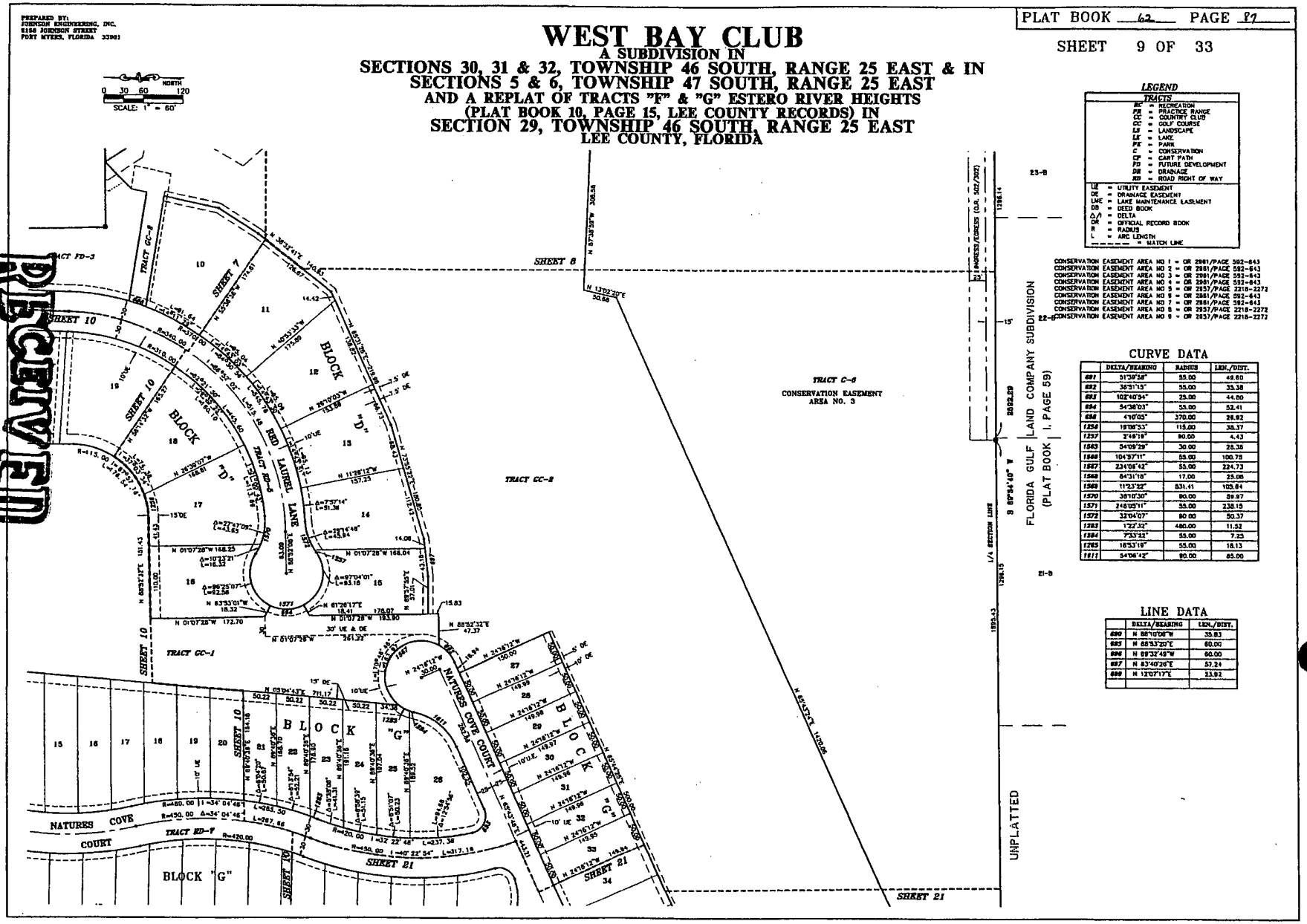
PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

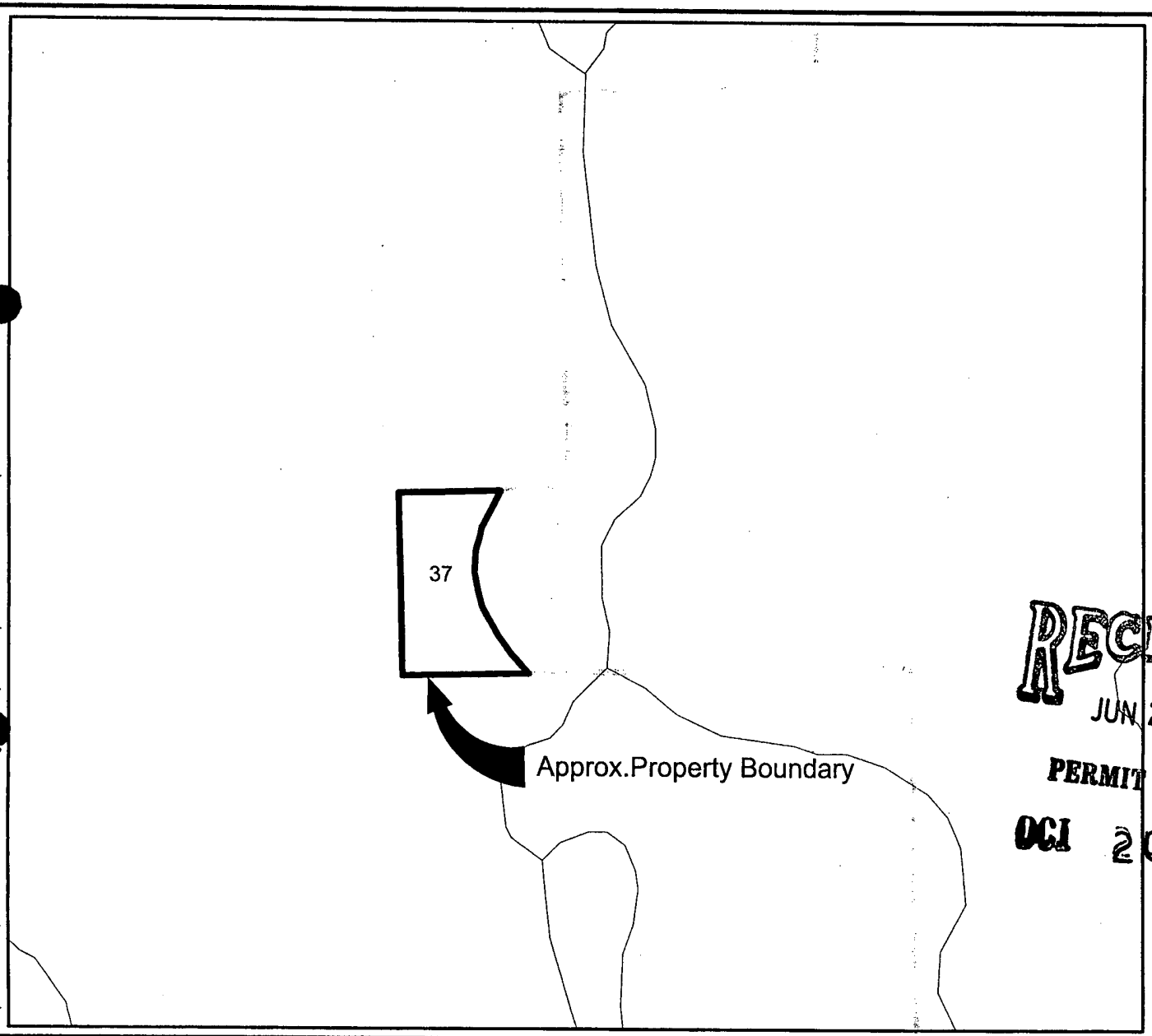
PLAT BOOK 62 PAGE 89

SHEET 9 OF 33

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA


NORTH
0 30 60 120
SCALE: 1" = 60'
SHEET 6
SHEET 7
SHEET 10
SHEET 21
TRACT GC-2
CONSERVATION EASEMENT AREA NO. 3
TRACT GC-1
TRACT GC-4
TRACT FD-3
TRACT RD-5
TRACT RD-7
BLOCK "D"
BLOCK "G"
LAUREL LANE
NATURES COVE COURT
NATURES COVE COURT
BLOCK "G"
FLORIDA GULF LAND COMPANY SUBDIVISION (PLAT BOOK I, PAGE 59)
UNPLATTED
1/4 SECTION LINE
S 89°54'40" W
2652.59
1336.14
1336.15
1893.43
N 65°53'34" E 1420.06
N 87°38'39" W 308.56
N 13°02'20" E 30.58
N 36°32'41" E 140.62
N 53°27'19" W 175.00
N 36°32'41" E 176.67
N 53°27'19" W 175.00
N 36°32'41" E 176.67
N 53°27'19" W 175.00
N 36°32'41" E 176.67



N

0 150 300

SCALE IN FEET

SYMBOL	DESCRIPTION	STATUS
37	Immokalee fs	Non-hydric

RECEIVED
JUN 2 2 2004
PERMIT COUNTER
OCI 2004-00046

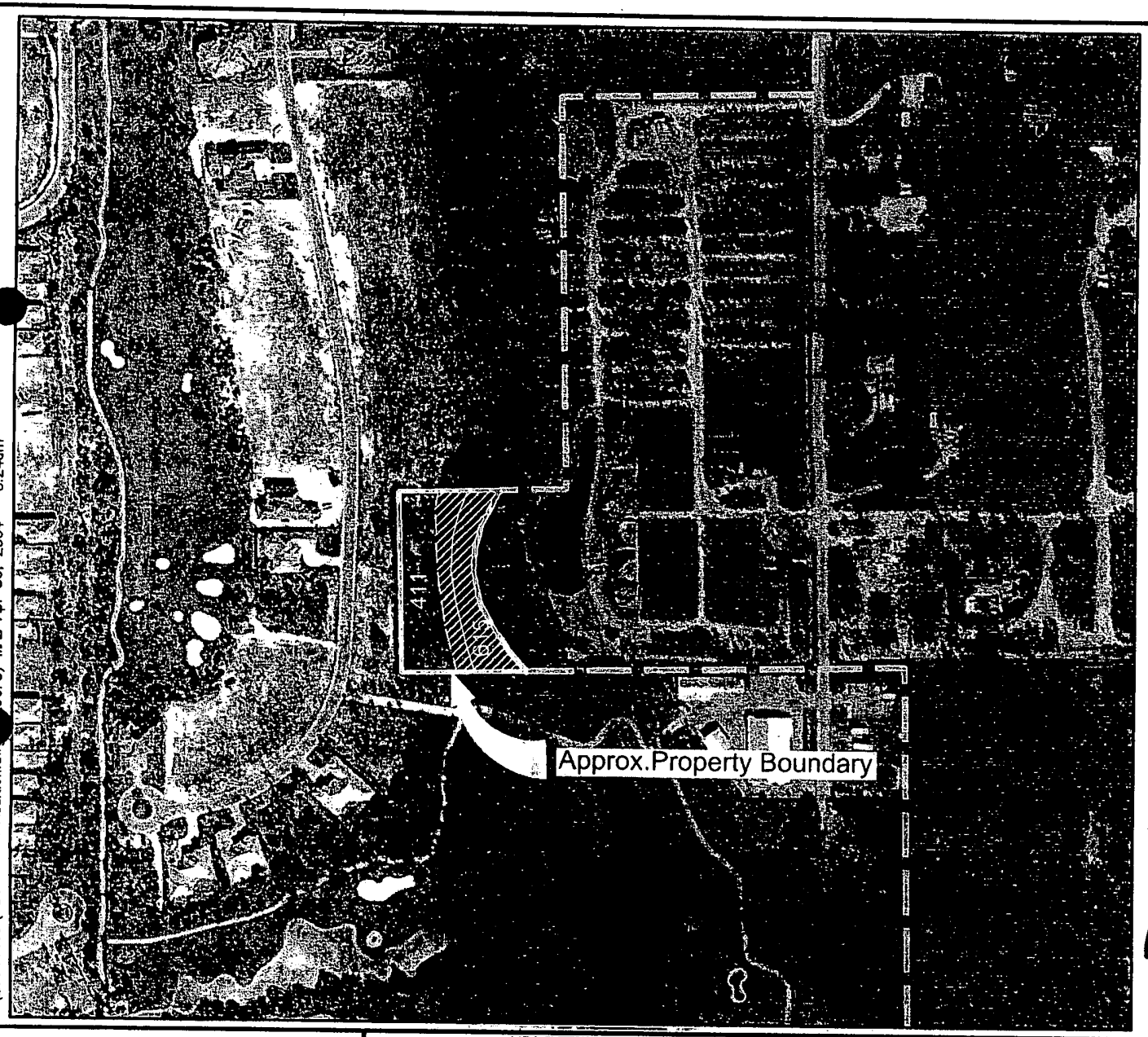
J:\20044403\WBC-Parcel Addition.dwg (LS) MAB Apr 29, 2004 - 4:31pm

West Bay Club

JOHNSON ENGINEERING
2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

Soils Map

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
April 2004	20044403		Shown	2



J:\20044403\WBC-Parcel Addition.dwg (FLUCFCS) MAB Apr 30, 2004 - 8:24am

N

0 150 300

SCALE IN FEET

RECEIVED

JUN 2 2 2004

PERMIT COUNTER

FLUCFCS CODE	DESCRIPTION	APPROX. ACREAGE	USACOE STATUS	STATE STATUS
411	Xeric Pine Flatwoods w/ Oak	0.92	N	N
615	Halfway Creek and adjacent wetlands	0.47	W	W
	Total	1.39		

LEGEND
N= Non Wetland
W= Wetland
Approx. area under SFWMD Conservation Easement

NOTES
1. Nomenclature and delineations as per Florida Land Use, Cover and Forms Classifications System (FLUCFCS)
2. The FLUCFCS lines and acreages have been estimated from a November 2002 Florida digital aerial image and are approximate.
3. Wetland jurisdictional lines shown have not been agency verified and are subject to change.

DGL 2004-00046

West Bay Club

JOHNSON ENGINEERING

2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

FLUCFCS Map

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
April 2004	20044403		Shown	1

PLAT BOOK 62 PAGE 99

SHEET 21 OF 33

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

SCALE: 1" = 60'

CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
625	90°37'56"	38.47	66.22
626	53°07'16"	48.05	44.55
630	58°01'50"	98.46	61.28
648	87°33'29"	31.47	48.11
652	51°06'12"	20.73	18.49
691	51°39'58"	55.00	49.60
1303	02°26'11"	420.00	17.87
1304	8°55'27"	460.00	58.01
1305	39°39'02"	55.00	38.08
1306	227°37'56"	55.00	24.54
1307	234°06'42"	55.00	224.73

LINE DATA

	DELTA/BEARING	LEN./DIST.		DELTA/BEARING	LEN./DIST.
470	N 10°25'24"W	50.88	786	N 32°36'22"W	30.94
471	N 29°17'17"W	40.86	789	N 50°30'59"W	20.38
472	N 46°01'36"E	53.37	790	N 10°53'33"E	38.96
473	N 13°37'16"E	22.80	791	N 85°30'37"E	10.94
474	N 86°48'58"E	40.20	792	N 20°33'57"E	21.89
475	N 28°50'28"E	42.28	793	N 88°13'57"E	31.24
476	N 31°27'50"W	39.81	794	N 80°06'29"W	15.24
477	N 27°30'20"E	21.04	795	N 44°16'39"E	22.14
478	N 52°24'57"W	22.36	796	N 89°01'09"E	18.90
479	N 73°22'44"E	36.02	797	N 04°48'34"W	26.79
480	N 53°09'13"W	22.16	798	N 85°43'13"W	27.79
481	N 10°34'26"W	43.87	799	N 01°15'35"W	23.30
482	N 02°10'48"W	46.53	800	N 82°35'58"E	37.70
483	N 53°08'02"W	36.07	801	N 32°16'16"E	26.56
484	N 49°47'19"E	54.38	802	N 49°54'03"W	30.75
485	N 79°28'23"W	20.76	803	N 88°01'58"E	26.62
486	N 63°16'55"W	28.48	804	N 88°12'30"E	39.36
487	N 23°43'18"W	43.12	805	N 83°55'17"W	37.20
488	N 52°40'35"E	33.35	806	N 18°22'20"E	31.78
489	N 45°08'09"E	28.98	807	N 75°34'25"E	28.48
490	N 18°33'52"W	37.19	808	N 00°38'37"E	41.83
491	N 84°55'03"W	24.91	809	N 10°29'50"W	42.44
492	N 23°36'28"W	41.32	810	N 18°00'16"E	20.70
493	N 76°14'39"W	28.35	811	N 83°46'15"W	29.62
494	N 09°09'54"W	36.05	812	N 18°13'46"E	28.73
495	N 61°46'33"W	32.06	813	N 72°01'33"E	18.56
496	N 04°03'46"W	43.70	814	N 40°13'16"W	25.12
497	N 68°48'25"W	19.66	815	N 35°24'37"E	36.84
498	N 69°11'02"E	18.38	816	N 80°13'44"W	33.30
499	N 37°40'01"W	30.99	817	N 26°30'23"W	62.46
500	N 35°04'07"W	38.32	818	N 80°16'25"W	43.87
501	N 37°28'58"W	37.60	819	N 87°37'37"E	33.82
502	N 10°52'54"E	25.31	820	N 07°07'22"W	41.52
527	N 40°13'21"W	8.89	821	N 11°55'00"E	45.69
528	N 19°08'45"W	20.98	822	N 82°23'09"E	44.74
529	N 25°13'49"W	38.79	823	N 46°35'30"E	28.09
548	N 62°56'05"E	53.29	824	N 09°08'14"E	36.84
550	N 06°29'19"W	28.39	825	N 23°47'46"W	64.28
551	N 13°58'40"W	34.71	826	N 27°01'19"E	45.26
553	N 30°20'11"E	36.34	827	N 48°13'19"W	31.17
554	N 87°17'07"W	48.20	828	N 34°18'05"E	34.78
555	N 36°32'14"E	21.85	829	N 38°13'13"W	28.45
556	N 28°31'56"E	17.08	830	N 11°16'16"E	43.29
750	N 89°34'40"E	8.56	831	N 45°54'05"E	42.81
751	N 11°22'56"E	28.18	832	N 00°58'50"E	47.88
752	N 03°37'40"E	27.48	833	N 73°39'14"W	24.15
753	N 15°24'18"E	18.72	834	N 18°30'00"W	43.38
754	N 87°36'31"E	17.72	835	N 04°17'39"W	33.75
755	N 07°59'30"W	27.52	836	N 03°58'17"E	30.68
756	N 07°07'12"E	28.84	837	N 88°53'10"E	26.94
757	N 14°00'28"W	39.89	838	N 16°46'11"E	58.84
758	N 57°57'16"E	36.59	839	N 48°08'33"E	29.62
759	N 07°39'34"E	37.52	840	N 11°35'55"W	23.62
760	N 75°50'11"W	17.79	841	N 50°21'08"W	15.55
761	N 07°43'33"W	37.91	842	N 74°29'53"W	33.43
762	N 13°55'38"W	53.63	843	N 08°20'23"E	33.19
763	N 25°01'05"W	48.48	844	N 43°41'40"E	28.91
764	N 84°58'01"W	28.48	845	N 09°07'55"E	10.64
765	N 04°22'48"W	34.35	846	N 88°49'10"E	48.48
766	N 24°43'58"E	18.34	847	N 10°29'50"W	39.07
767	N 13°10'07"W	29.15	848	N 18°00'16"E	33.45
768	N 44°13'08"W	38.90	849	N 50°18'25"W	31.34
769	N 56°08'48"W	33.16	850	N 87°37'37"E	17.98
770	N 14°16'05"E	34.43	851	N 07°07'22"W	14.32
771	N 51°42'10"E	30.70	852	N 11°55'00"E	23.84
772	N 21°41'03"E	38.43	853	N 82°23'09"E	34.87
773	N 29°44'34"E	26.60	854	N 09°08'14"E	53.80
774	N 08°18'48"E	41.85	855	N 14°58'40"E	34.25
775	N 11°01'55"W	44.08	856	N 25°03'48"E	10.08
776	N 41°32'03"W	33.28	857	N 48°13'18"W	17.87
777	N 04°04'12"W	25.42	858	N 38°13'13"W	41.24
778	N 68°56'05"W	30.41	859	N 11°16'16"E	37.77
779	N 00°05'32"W	22.49	860	N 04°12'39"W	37.19
780	N 33°00'42"E	18.93	861	N 03°58'17"E	13.60
781	N 12°09'14"E	28.54	862	N 86°53'10"E	33.32
782	N 27°28'28"W	33.00	863	N 16°08'32"E	28.71
783	N 12°53'48"W	19.41	864	N 82°21'31"W	14.31
784	N 30°43'12"W	51.66	1309	N 88°35'01"W	9.79
785	N 28°51'43"W	51.13			
786	N 50°23'58"W	51.61			
787	N 19°29'33"W	30.68			

LEGEND

TRACTS
- REC = RECREATION
- PRC = PRACTICE RANGE
- CC = COUNTRY CLUB
- GC = GOLF COURSE
- LS = LANDSCAPE
- LK = LAKE
- PK = PARK
- CE = CONSERVATION
- CP = CART PATH
- FD = FUTURE DEVELOPMENT
- DR = DRAINAGE
- ROW = ROAD RIGHT OF WAY

- UE = UTILITY EASEMENT
- DE = DRAINAGE EASEMENT
- LME = LAKE MAINTENANCE EASEMENT
- DB = DEED BOOK
- Δ = DELTA
- ORB = OFFICIAL RECORD BOOK
- R = RADIUS
- L = ARC LENGTH
- ML = MATCH LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2218-2272

SECTION 5, TOWNSHIP 47 SOUTH, RANGE 25 EAST
SECTION 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST

S 89°34'40" W 2592.29'
S 01°31'46" E 82.78
S 89°10'55" W 349.48

RECEIVED
JUL 22 2004
PERMIT COUNTER

MI 2004-00046

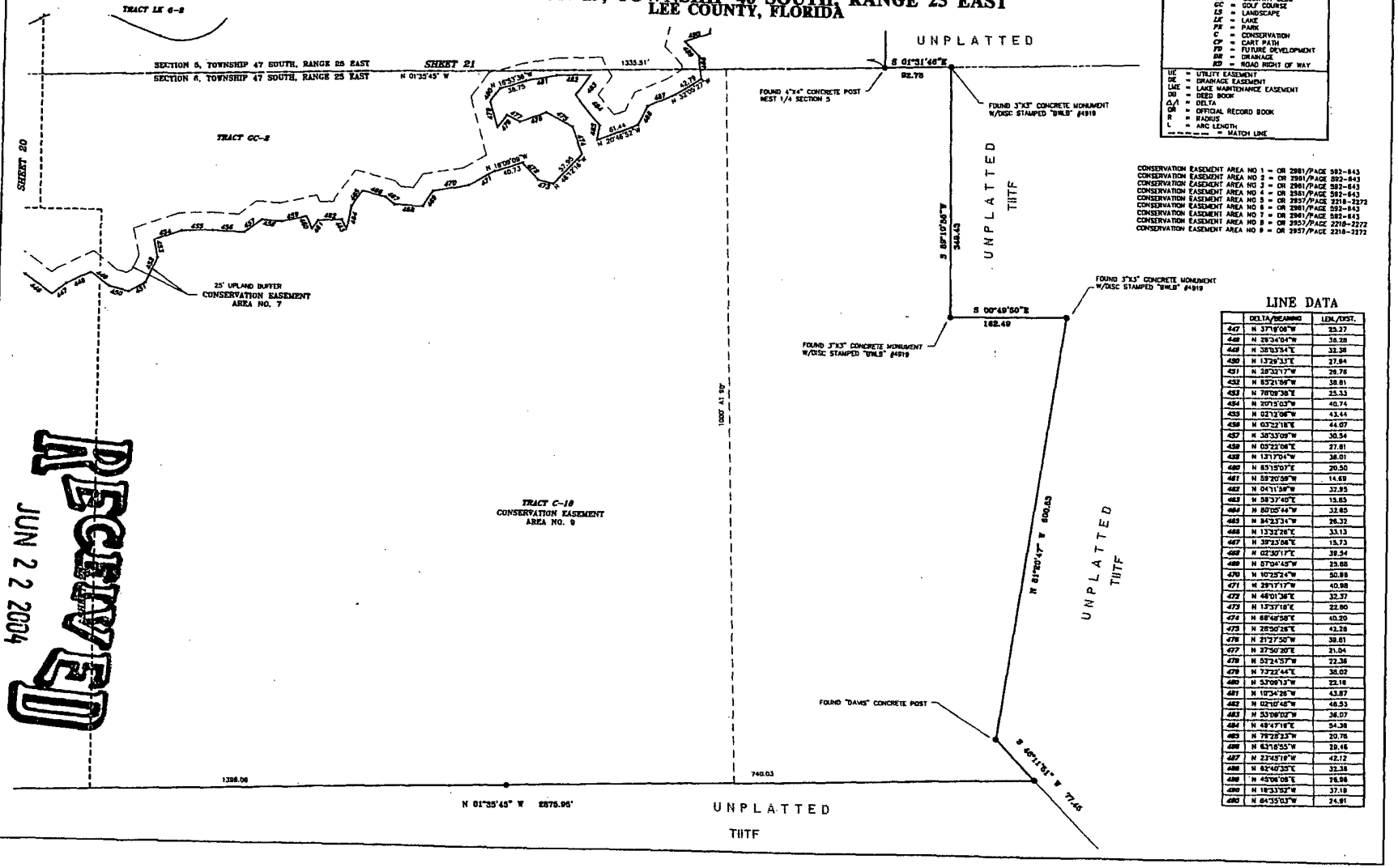
PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

WEST BAY CLUB
A SUBDIVISION IN
SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

PLAT BOOK 62 PAGE 100

SHEET 22 OF 33

0 30 60 120 NORTH
SCALE: 1" = 60'



LEGEND

TRACTS		
RC	=	RECREATION
PR	=	PRACTICE RANGE
CC	=	COUNTRY CLUB
GC	=	GOLF COURSE
LS	=	LANDSCAPE
LK	=	LAKE
PK	=	PARK
C	=	CONSERVATION
CP	=	CART PATH
FD	=	FUTURE DEVELOPMENT
DR	=	DRAINAGE
RW	=	ROAD RIGHT OF WAY
UE	=	UTILITY EASEMENT
DE	=	DRAINAGE EASEMENT
LME	=	LAKE MAINTENANCE EASEMENT
DB	=	DEED BOOK
Δ	=	DELTA
OR	=	OFFICIAL RECORD BOOK
R	=	RADIUS
L	=	ARC LENGTH
	=	MATCH LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2218-2272

LINE DATA

	DELTA/BEARING	LEN./DIST.
447	N 37°18'06"W	25.27
448	N 29°34'04"W	36.28
449	N 38°03'54"E	32.38
450	N 13°28'33"E	27.94
451	N 28°32'17"W	26.78
452	N 85°21'09"W	38.81
453	N 74°09'38"E	25.53
454	N 20°15'03"W	40.74
455	N 02°12'06"W	43.44
456	N 03°22'18"E	44.07
457	N 38°33'09"W	30.54
458	N 05°22'08"E	27.81
459	N 13°17'04"W	36.01
460	N 63°15'07"E	20.50
461	N 59°20'59"W	14.69
462	N 04°11'58"W	32.95
463	N 58°37'40"E	15.65
464	N 80°05'44"W	32.85
465	N 84°23'34"W	26.32
466	N 13°32'28"E	33.13
467	N 39°23'58"E	15.73
468	N 02°30'17"E	39.54
469	N 07°04'45"W	25.68
470	N 10°25'24"W	50.89
471	N 29°17'17"W	40.98
472	N 46°01'36"E	32.37
473	N 13°37'18"E	22.80
474	N 68°46'58"E	40.20
475	N 26°30'28"E	42.28
476	N 21°27'50"W	38.61
477	N 27°50'20"E	21.04
478	N 52°24'57"W	22.38
479	N 73°22'44"E	36.02
480	N 53°09'13"W	22.16
481	N 10°34'26"W	43.87
482	N 02°10'48"W	48.53
483	N 53°09'02"W	36.07
484	N 48°47'18"E	54.38
485	N 79°28'23"W	20.76
486	N 63°16'55"W	28.46
487	N 23°45'19"W	42.12
488	N 82°40'35"E	32.38
489	N 45°06'08"E	26.98
490	N 18°33'52"W	37.19
491	N 84°55'13"W	24.91

RECEIVED
JUN 22 2004
PERMIT COUNTER

04-00046 1M

VIA 2004-00046

PERMIT COUNTER

RECEIVED
JUN 22 2004

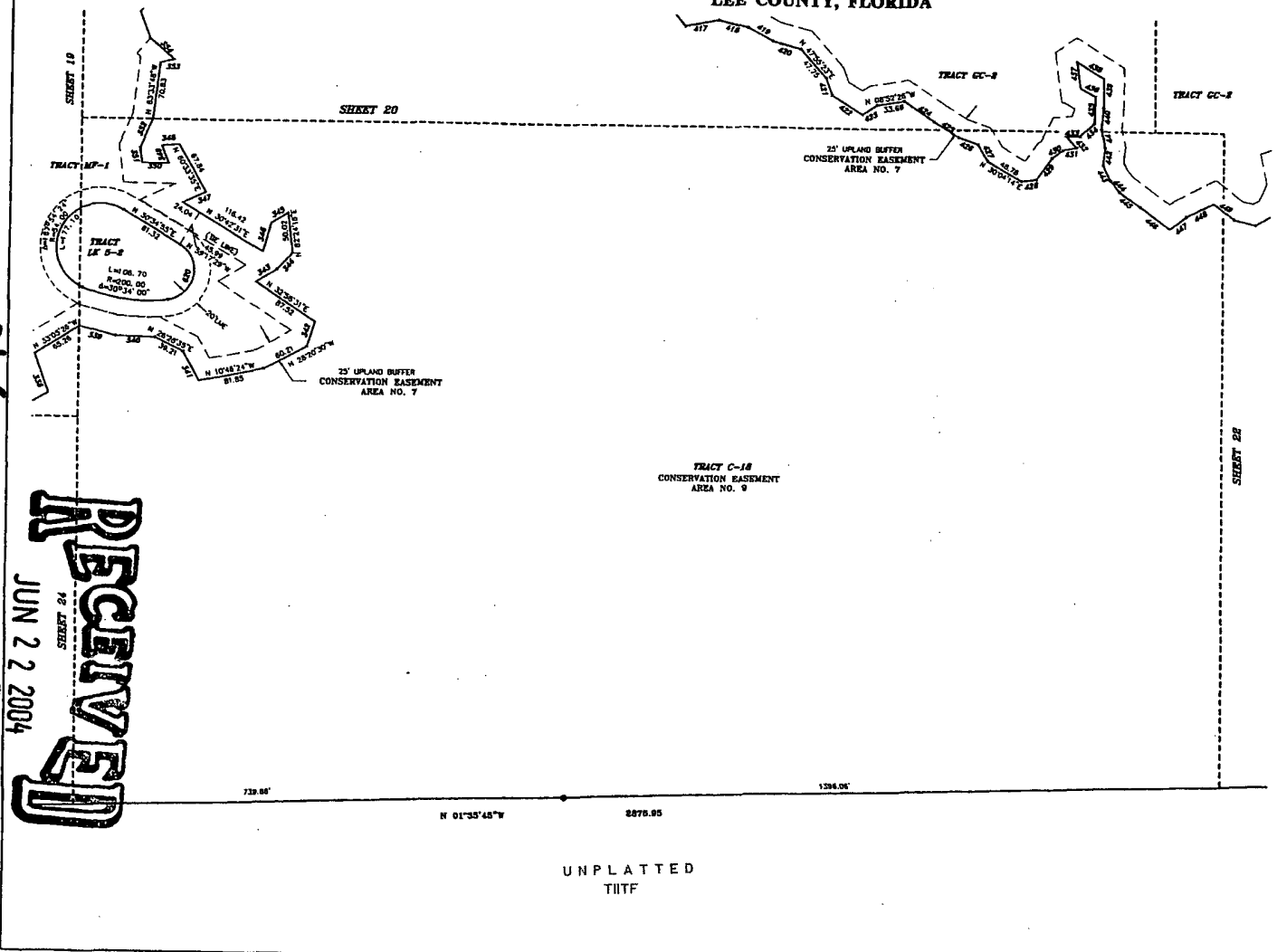
PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

PLAT BOOK 62 PAGE 101

SHEET 23 OF 33



LEGEND

TRACTS	
RC	= RECREATION
PR	= PRACTICE RANGE
CC	= COUNTRY CLUB
GC	= GOLF COURSE
LS	= LANDSCAPE
LE	= LAKE
PK	= PARK
C	= CONSERVATION
MF	= MULTIFAMILY
FD	= FUTURE DEVELOPMENT
DR	= DRAINAGE
RD	= ROAD RIGHT OF WAY
UE	= UTILITY EASEMENT
DE	= DRAINAGE EASEMENT
LME	= LAKE MAINTENANCE EASEMENT
DB	= DEED BOOK
Δ	= DELTA
OR	= OFFICIAL RECORD BOOK
R	= RADIUS
L	= ARC LENGTH
	= MATCH LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2218-2272

CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
620	141°31'48"	37.00	91.40

LINE DATA

	DELTA/BEARING	LEN./DIST.
338	N 70°28'31"E	51.68
339	N 15°12'24"E	43.27
340	N 01°10'43"E	48.94
341	N 61°08'40"E	41.12
342	N 72°53'15"W	32.62
343	N 31°50'48"W	30.30
344	N 47°11'05"W	28.29
345	N 32°20'01"W	24.56
346	N 74°47'09"W	38.48
347	N 25°35'42"W	31.08
348	N 03°24'18"W	31.63
349	N 68°22'36"E	23.86
350	N 00°07'36"E	32.64
351	N 62°54'44"E	16.93
352	N 88°50'04"W	39.47
353	N 12°36'56"W	17.73
354	N 40°09'10"E	39.40
355	N 68°42'13"E	35.36
420	N 13°33'38"E	38.10
421	N 70°21'12"E	23.08
422	N 31°16'31"E	44.62
423	N 32°43'50"W	21.85
424	N 33°19'18"E	45.47
425	N 32°02'48"E	36.07
426	N 18°12'02"E	25.10
427	N 38°17'28"E	24.83
428	N 05°50'37"W	18.87
429	N 55°13'02"W	33.85
430	N 36°11'58"W	18.57
431	N 08°09'45"W	17.02
432	N 46°38'19"E	19.04
433	N 01°19'48"W	18.87
434	N 41°27'35"W	24.40
435	N 88°21'09"W	33.13
436	N 28°22'08"E	21.28
437	N 83°14'15"E	53.52
438	N 31°27'31"E	39.36
439	N 89°34'48"W	34.27
440	N 85°08'44"W	28.86
441	N 78°19'17"E	22.79
442	N 83°31'40"W	21.83
443	N 64°18'41"E	21.90
444	N 50°33'00"E	17.15
445	N 35°28'34"E	32.44
446	N 35°49'22"E	43.70
447	N 37°19'08"W	25.27
448	N 28°34'04"W	38.28
449	N 38°03'54"E	32.36

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

PLAT BOOK 62 PAGE 102

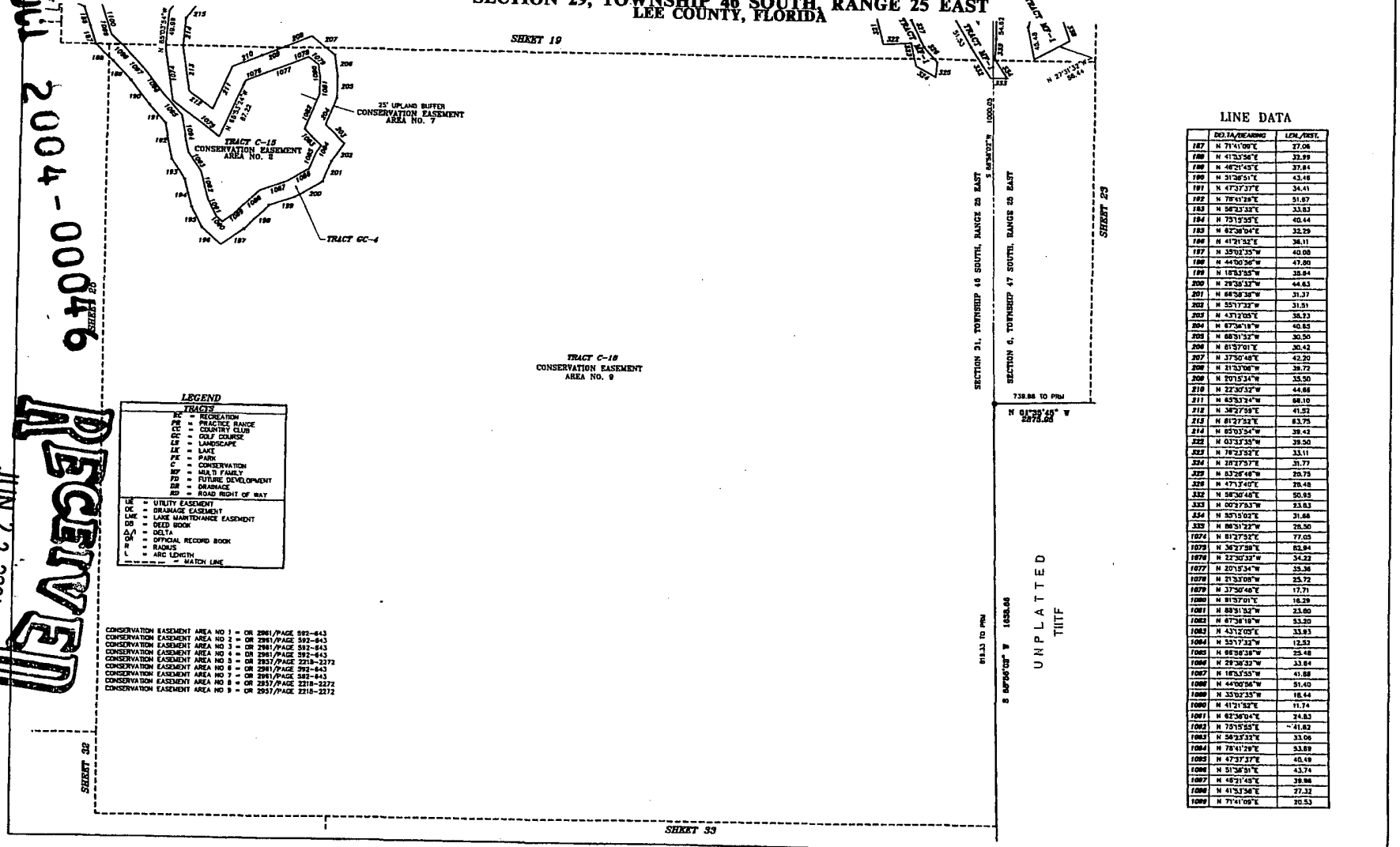
SHEET 24 OF 33

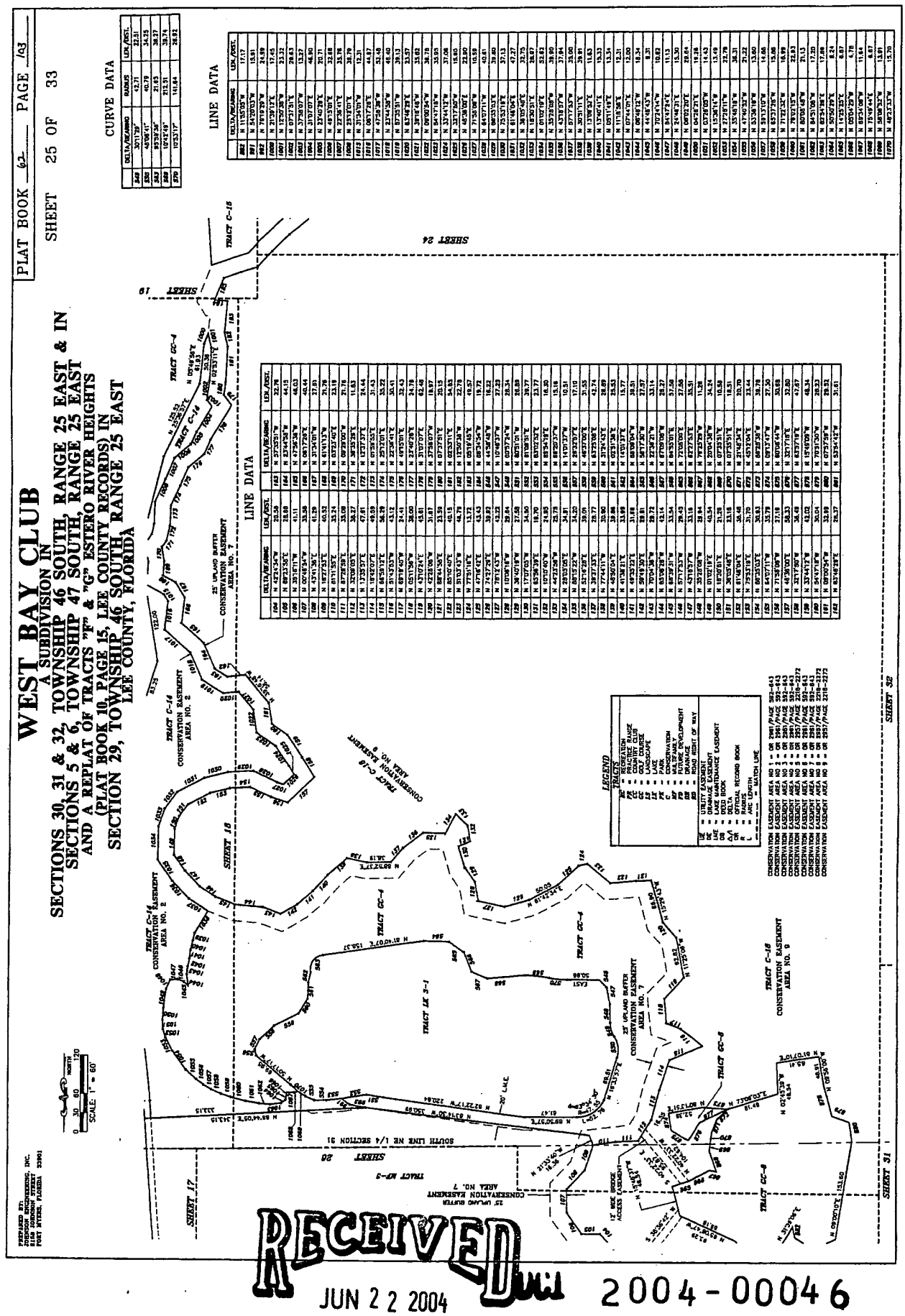
WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST

LEE COUNTY, FLORIDA

NORTH
0 30 60 120
SCALE: 1" = 60'





RECEIVED
JUN 22 2004
PERMIT COUNTER

2004-00046

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

WEST BAY CLUB

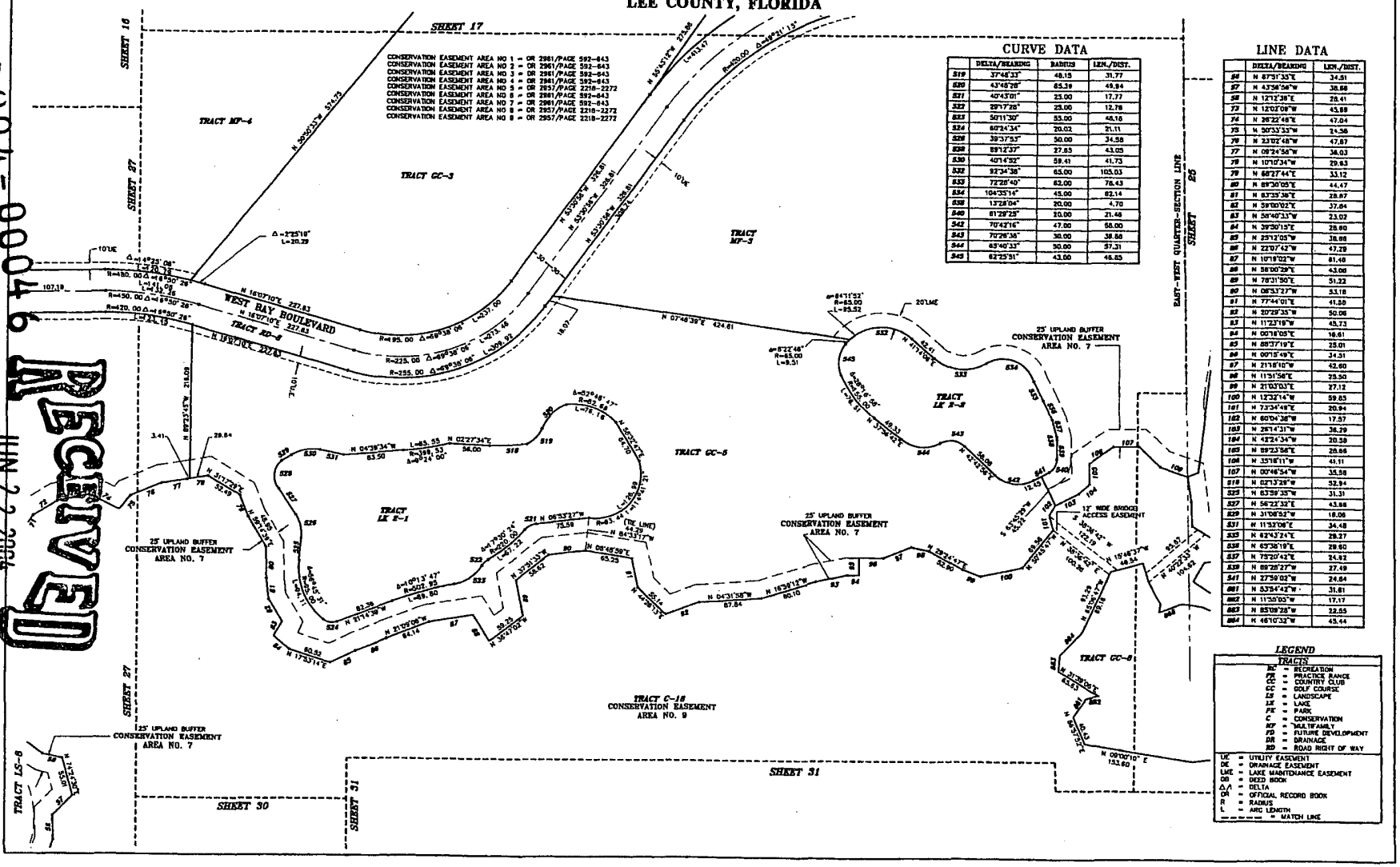
A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

PLAT BOOK 62 PAGE 104

SHEET 26 OF 33

NORTH
0 30 60 120
SCALE: 1" = 60'

CONSERVATION EASEMENT AREA NO 1 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2218-2272



CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
S19	37°48'33"	48.15	31.77
S20	43°48'26"	65.39	49.94
S21	40°43'01"	25.00	17.77
S22	29°17'26"	25.00	12.78
S23	50°11'30"	55.00	48.16
S24	60°24'34"	20.02	21.11
S25	39°37'53"	50.00	34.58
S26	89°12'37"	27.85	43.05
S30	40°14'52"	59.41	41.73
S32	92°34'38"	65.00	105.03
S33	72°28'40"	62.00	78.43
S34	104°35'14"	45.00	82.14
S38	13°28'04"	20.00	4.70
S40	61°29'23"	20.00	21.46
S42	70°42'16"	47.00	58.00
S43	70°26'36"	30.00	36.88
S44	65°40'33"	50.00	57.31
S45	62°25'31"	43.00	46.85

LINE DATA

	DELTA/BEARING	LEN./DIST.
56	N 87°31'35"E	34.91
57	N 43°56'56"W	38.66
58	N 12°12'38"E	28.41
72	N 12°02'08"W	45.89
74	N 26°22'48"E	47.04
75	N 50°33'33"W	24.56
76	N 23°02'48"W	47.87
77	N 09°24'56"W	36.03
78	N 10°10'34"W	29.63
79	N 68°27'44"E	33.12
80	N 89°30'05"E	44.47
81	N 83°35'36"E	28.87
82	N 59°00'02"E	37.64
83	N 58°40'33"W	23.02
84	N 39°30'15"E	28.60
85	N 25°12'05"W	38.88
86	N 22°07'42"W	47.29
87	N 10°19'02"W	81.48
88	N 56°00'29"E	43.00
89	N 78°31'50"E	51.22
90	N 08°53'27"W	53.18
91	N 77°44'01"E	41.89
92	N 20°29'35"W	50.06
93	N 11°23'19"W	45.73
94	N 00°18'05"E	18.61
95	N 89°37'19"E	25.01
96	N 00°15'49"E	34.51
97	N 21°18'10"W	42.60
98	N 11°51'58"E	23.50
99	N 21°03'03"E	27.12
100	N 12°32'14"W	59.85
101	N 73°34'48"E	20.94
102	N 60°04'38"W	17.57
103	N 26°14'31"W	36.29
104	N 42°24'34"W	20.58
105	N 89°23'58"E	28.66
106	N 35°18'11"W	41.11
107	N 00°46'54"W	35.58
518	N 02°13'28"W	52.94
525	N 63°39'35"W	31.31
527	N 56°22'32"E	43.86
529	N 31°06'52"W	18.06
531	N 11°52'08"E	34.48
535	N 62°43'24"E	29.27
536	N 65°38'19"E	29.60
537	N 75°20'42"E	24.82
539	N 69°28'27"W	27.49
541	N 27°59'02"W	24.84
861	N 83°54'42"W	31.81
862	N 11°55'03"W	17.17
863	N 85°09'28"W	22.55
864	N 46°10'32"W	45.44

LEGEND

TRACTS
- RC = RECREATION
- PR = PRACTICE RANGE
- CC = COUNTRY CLUB
- GC = GOLF COURSE
- LS = LANDSCAPE
- LE = LAKE
- PK = PARK
- C = CONSERVATION
- MF = MULTIFAMILY
- FD = FUTURE DEVELOPMENT
- DR = DRAINAGE
- RD = ROAD RIGHT OF WAY

- UE = UTILITY EASEMENT
- DE = DRAINAGE EASEMENT
- LME = LAKE MAINTENANCE EASEMENT
- OB = DEED BOOK
- ΔΔ = DELTA
- OR = OFFICIAL RECORD BOOK
- R = RADIUS
- L = ARC LENGTH
- = MATCH LINE

RECEIVED
JUN 22 2004
PERMIT COUNTER
2004-00046

PREPARED BY:
JOHNSON ENGINEERING, INC.
8148 JOHNSON STREET
FORT MYERS, FLORIDA 33901

WEST BAY CLUB

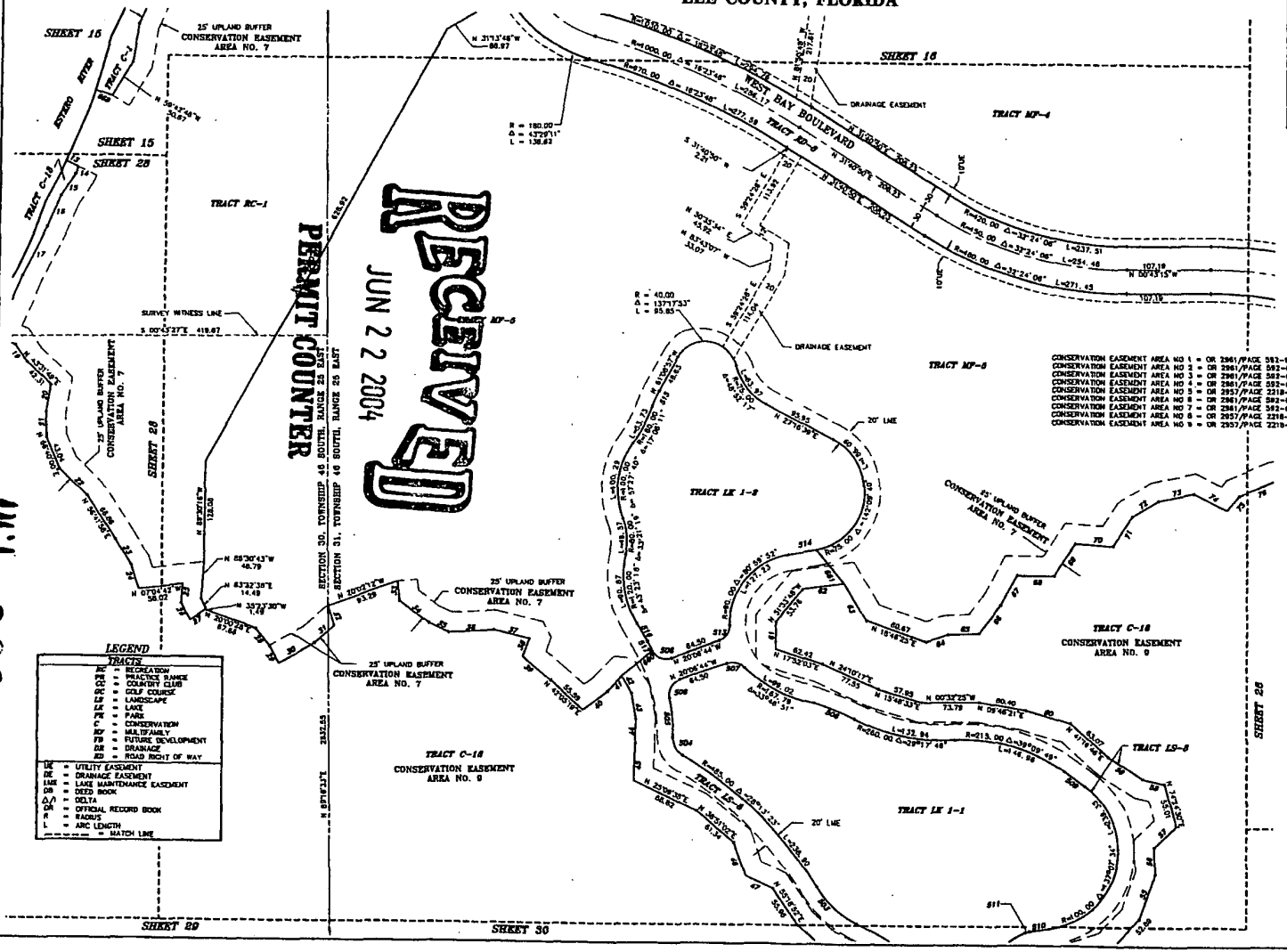
A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

PLAT BOOK 62 PAGE 105

SHEET 27 OF 33

NORTH
0 30 60 120
SCALE: 1" = 60'

RECEIVED
JUN 22 2004
PERMIT COUNTER



LEGEND

TRACTS	
RC	= RECREATION
PR	= PRACTICE RANGE
CC	= COUNTRY CLUB
GC	= GOLF COURSE
LS	= LANDSCAPE
LE	= LAKE
PK	= PARK
C	= CONSERVATION
MF	= MULTIFAMILY
FD	= FUTURE DEVELOPMENT
DR	= DRAINAGE
RD	= ROAD RIGHT OF WAY

UE	= UTILITY EASEMENT
DE	= DRAINAGE EASEMENT
LME	= LAKE MAINTENANCE EASEMENT
OB	= DEED BOOK
Δ	= DELTA
OR	= OFFICIAL RECORD BOOK
R	= RADIUS
L	= ARC LENGTH
———	= MATCH LINE

CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
803	31°48'12"	125.00	69.42
804	61°14'05"	25.00	26.72
805	12°36'36"	225.00	50.83
806	81°47'12"	20.00	28.55
807	71°28'50"	20.00	24.94
808	3°53'31"	400.00	55.33
811	16°37'06"	20.00	5.82
815	71°28'49"	20.00	24.94
816	9°58'10"	125.00	21.76
817	3°12'04"	225.00	12.57

LINE DATA

	DELTA/BEARING	LEN./DIST.
13	N 25°14'28"E	16.2
14	N 65°08'54"W	9.81
15	N 57°29'48"W	33.13
16	N 87°11'38"W	41.45
17	N 63°52'24"W	69.78
20	N 80°47'40"W	35.11
21	N 89°18'24"E	32.54
22	N 42°53'09"E	48.15
23	N 57°54'59"E	36.76
24	N 71°48'36"E	32.91
25	N 84°30'43"W	23.38
26	N 63°13'38"E	23.11
27	N 35°23'30"W	23.82
28	N 50°30'58"E	28.73
29	N 60°41'29"E	24.00
30	N 29°18'31"W	51.18
31	N 41°41'33"W	32.79
32	N 73°53'11"E	28.61
33	N 83°18'07"E	25.02
34	N 37°09'07"E	48.44
35	N 24°35'09"E	27.20
36	N 03°34'29"W	57.91
37	N 12°33'28"E	46.33
38	N 88°23'21"W	23.80
39	N 40°30'27"E	46.94
40	N 36°34'41"W	38.54
41	N 47°22'53"W	28.24
42	N 56°42'13"E	24.75
43	N 79°37'45"E	33.65
44	N 88°07'35"W	30.18
45	N 88°09'42"W	48.78
46	N 70°41'31"E	45.31
47	N 24°31'43"E	37.73
54	N 18°44'58"W	48.69
53	N 70°34'54"W	60.14
56	N 67°51'35"E	34.51
57	N 43°56'06"W	36.66
58	N 12°12'36"E	28.41
59	N 32°28'36"E	51.39
60	N 15°39'18"E	58.97
61	N 88°26'49"E	33.23
62	N 09°00'30"W	53.19
63	N 58°20'13"E	65.73
64	N 18°59'33"W	29.37
65	N 02°07'54"W	38.49
66	N 52°27'54"W	45.77
67	N 82°01'07"W	43.24
68	N 00°03'58"E	46.66
69	N 56°14'24"W	49.19
70	N 03°21'05"E	47.88
71	N 57°40'20"W	43.96
72	N 31°40'21"W	38.23
73	N 12°02'06"W	45.86
74	N 28°22'48"E	47.04
808	N 33°18'48"E	31.65
810	N 07°33'38"W	24.97
814	N 10°33'41"W	33.58
818	N 58°28'25"E	28.98
819	N 40°22'38"W	51.85
821	N 49°32'39"E	35.19
822	N 19°18'15"E	22.9

M 2004-00046

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

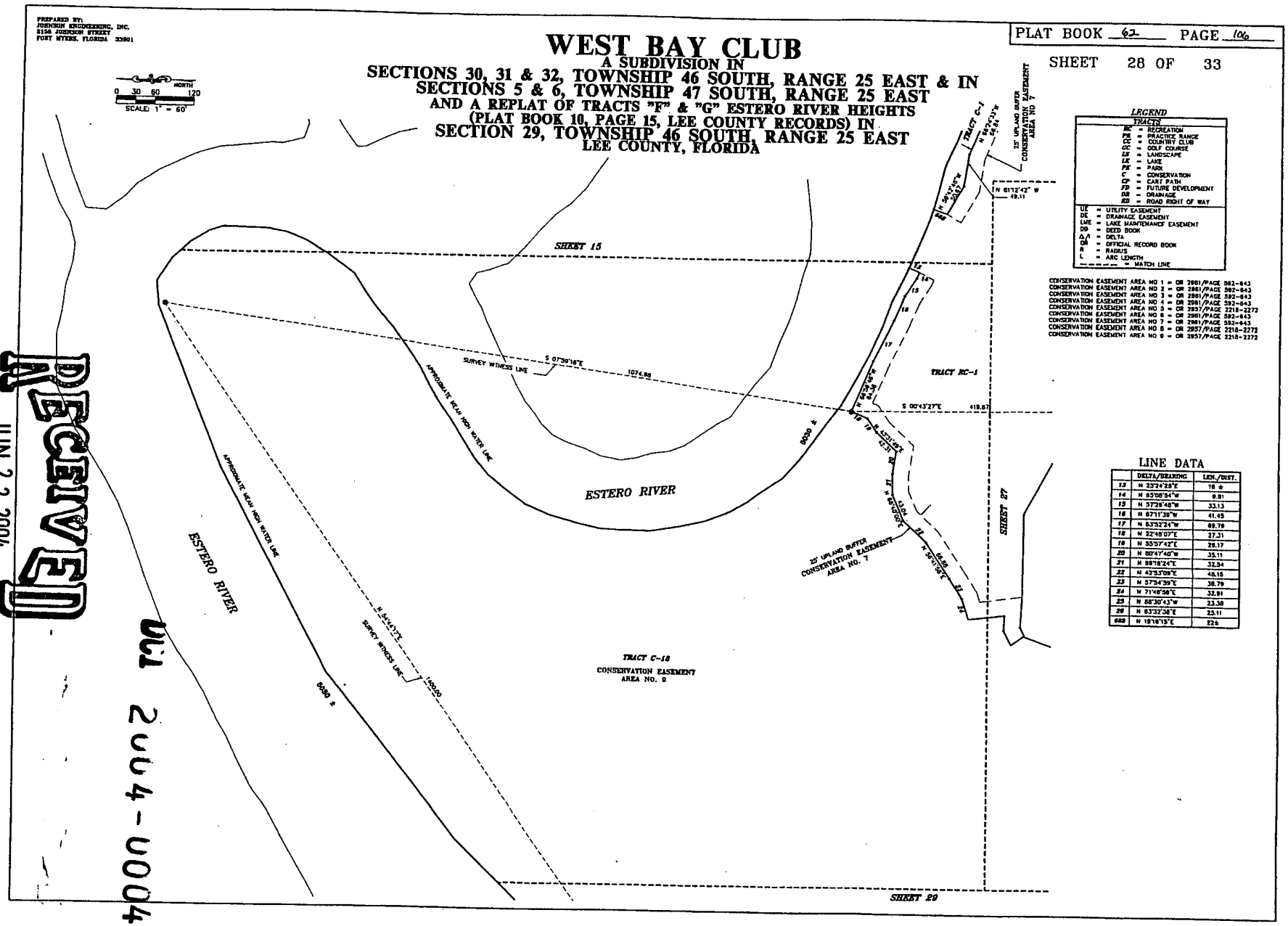
WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

PLAT BOOK 62 PAGE 100

SHEET 28 OF 33

NORTH
0 30 60 120
SCALE: 1" = 60'



LEGEND

TRACTS

RC	= RECREATION
PR	= PRACTICE RANGE
CC	= COUNTRY CLUB
GC	= GOLF COURSE
LS	= LANDSCAPE
LK	= LAKE
PK	= PARK
C	= CONSERVATION
CP	= CART PATH
FD	= FUTURE DEVELOPMENT
DR	= DRAINAGE
RW	= ROAD RIGHT OF WAY

UE	= UTILITY EASEMENT
DE	= DRAINAGE EASEMENT
LME	= LAKE MAINTENANCE EASEMENT
DB	= DEED BOOK
Δ	= DELTA
OR	= OFFICIAL RECORD BOOK
R	= RADIUS
L	= ARC LENGTH
	= MATCH LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2981/PAGE 582-643
CONSERVATION EASEMENT AREA NO 2 = OR 2981/PAGE 582-643
CONSERVATION EASEMENT AREA NO 3 = OR 2981/PAGE 582-643
CONSERVATION EASEMENT AREA NO 4 = OR 2981/PAGE 582-643
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2981/PAGE 582-643
CONSERVATION EASEMENT AREA NO 7 = OR 2981/PAGE 582-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2218-2272

LINE DATA

	DELTA/BEARING	LEN./DIST.
L3	N 23°24'28"E	18 ±
L4	N 63°06'54"W	9.81
L5	N 57°28'48"W	33.13
L6	N 67°11'39"W	41.45
L7	N 63°52'24"W	88.78
L8	N 32°48'07"E	27.31
L9	N 55°57'42"E	28.17
L20	N 80°47'46"W	35.11
L21	N 88°18'24"E	32.84
L22	N 42°53'09"E	48.16
L23	N 57°34'59"E	36.79
L24	N 71°48'58"E	32.91
L25	N 88°30'43"W	33.38
L26	N 83°32'38"E	35.11
6669	N 18°16'15"E	526

RECEIVED
JUN 22 2004

2004-00046

PERMIT COUNTER

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

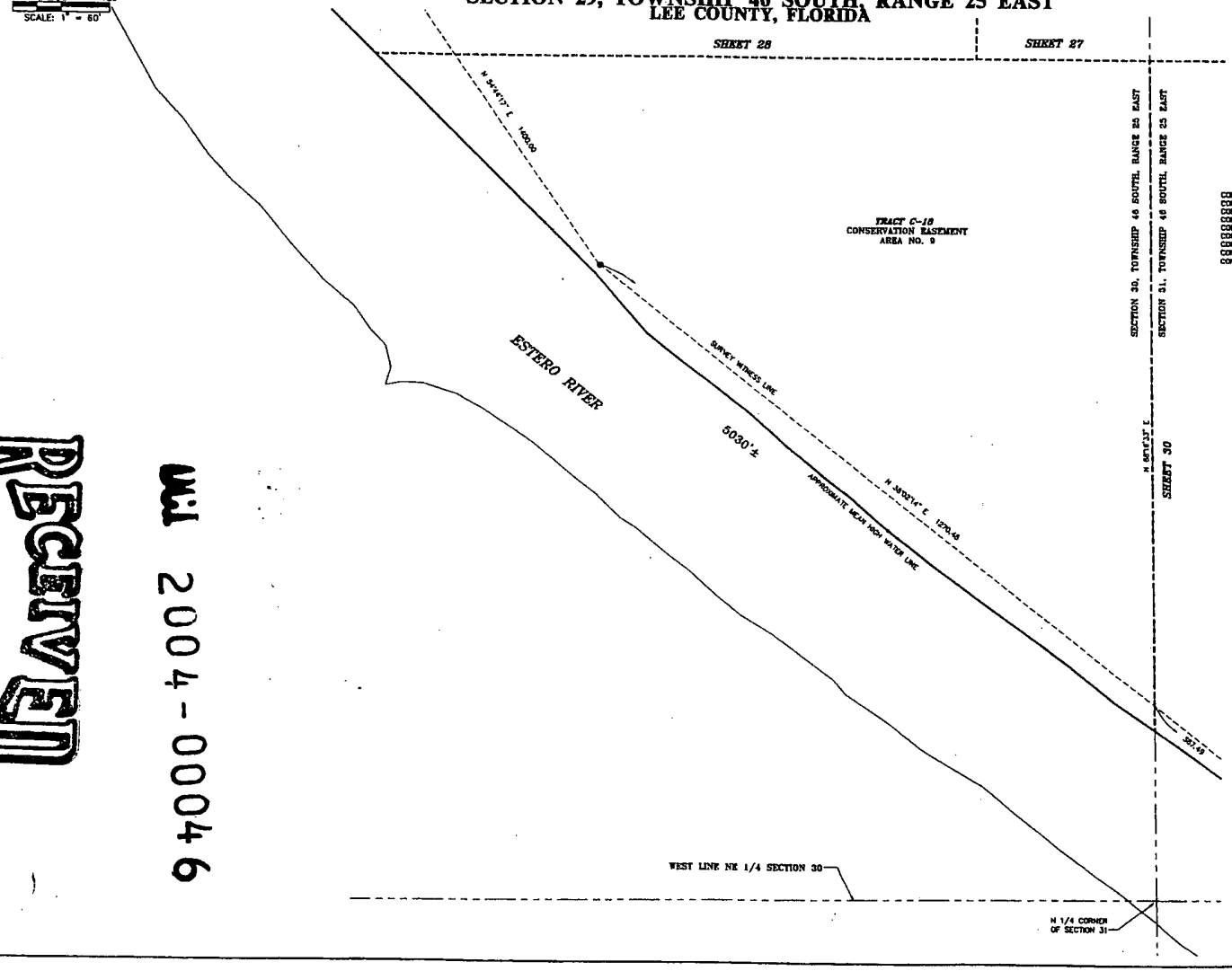
PLAT BOOK 62 PAGE 107

SHEET 29 OF 33

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

NORTH
0 30 60 120
SCALE: 1" = 60'



LEGEND

TRACTS

RC	=	RECREATION
PR	=	PRACTICE RANGE
CC	=	COUNTRY CLUB
GC	=	GOLF COURSE
LS	=	LANDSCAPE
LK	=	LAKE
PK	=	PARK
C	=	CONSERVATION
CP	=	CART PATH
FD	=	FUTURE DEVELOPMENT
DR	=	DRAINAGE
RD	=	ROAD RIGHT OF WAY

UE	=	UTILITY EASEMENT
DE	=	DRAINAGE EASEMENT
LME	=	LAKE MAINTENANCE EASEMENT
OB	=	DEED BOOK
Δ/∆	=	DELTA
OR	=	OFFICIAL RECORD BOOK
R	=	RADIUS
L	=	ARC LENGTH
	=	MATCH LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2218-2272

RECEIVED
JUN 22 2004
PERMIT COUNTER

M.I 2004-00046

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

WEST BAY CLUB

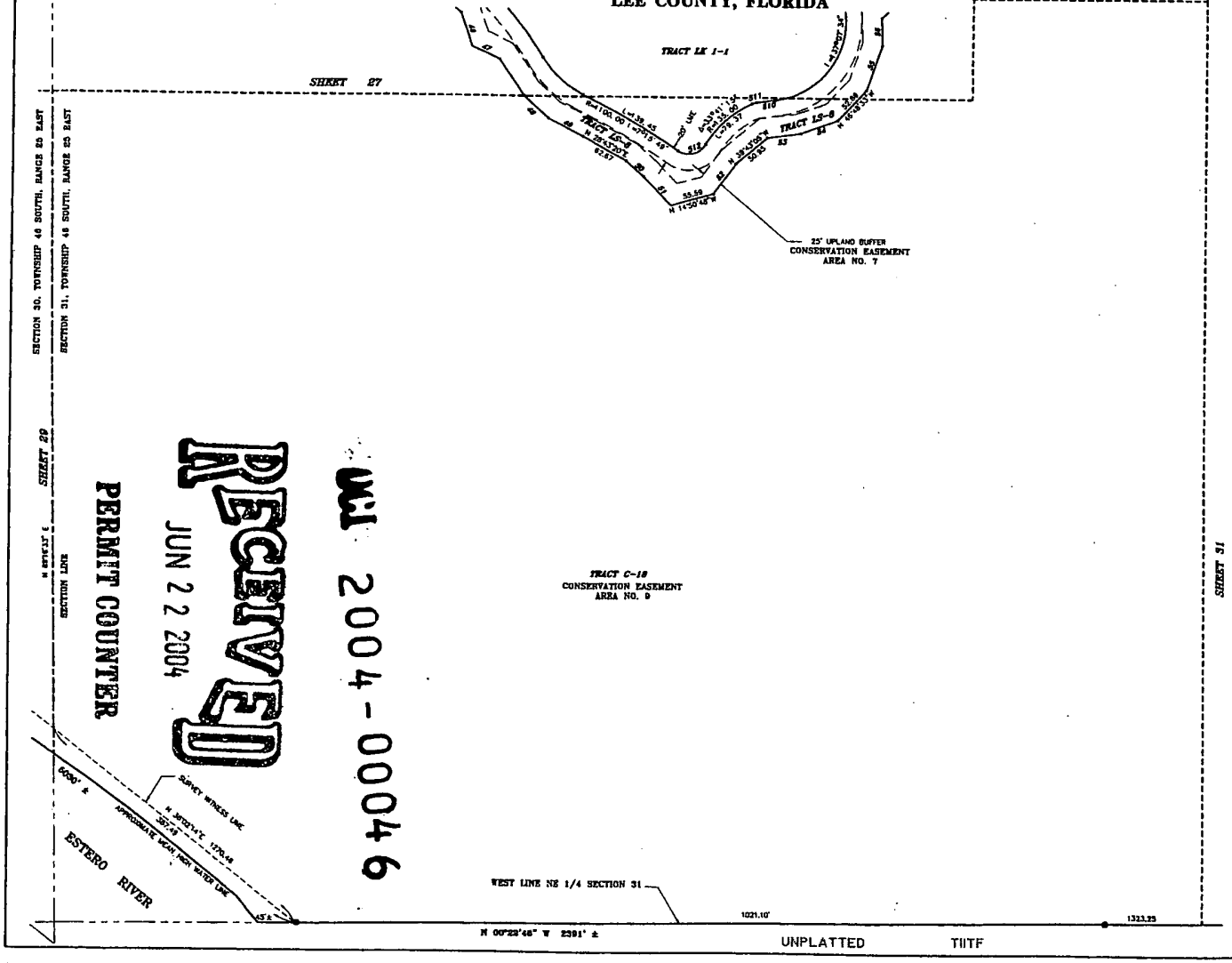
A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST

LEE COUNTY, FLORIDA

PLAT BOOK 62 PAGE 101

SHEET 30 OF 33

NORTH
0 30 60 120
SCALE: 1" = 60'



RECEIVED
JUN 22 2004
PERMIT COUNTER

2004-00046

LEGEND

TRACTS	
RC	= RECREATION
PR	= PRACTICE RANGE
CC	= COUNTRY CLUB
GC	= GOLF COURSE
LS	= LANDSCAPE
LK	= LAKE
PK	= PARK
C	= CONSERVATION
CP	= CART PATH
FD	= FUTURE DEVELOPMENT
DR	= DRAINAGE
RD	= ROAD RIGHT OF WAY

UE	= UTILITY EASEMENT
DE	= DRAINAGE EASEMENT
LME	= LAKE MAINTENANCE EASEMENT
DB	= DEED BOOK
Δ	= DELTA
OR	= OFFICIAL RECORD BOOK
R	= RADIUS
L	= ARC LENGTH
	= MATCH LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2961/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2218-2272

CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
C11	16°57'08"	20.00	5.92
C12	91°40'34"	25.00	40.00

LINE DATA

	DELTA/BEARING	LEN./DIST.
L8	N 43°09'54"E	41.89
L9	N 36°33'31"E	48.01
L10	N 41°00'25"E	29.89
L11	N 48°27'47"E	30.08
L12	N 53°16'06"W	48.28
L13	N 07°58'31"W	42.85
L14	N 19°44'58"W	48.89
L15	N 07°33'38"W	24.87

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

PLAT BOOK 62 PAGE 109

SHEET 31 OF 33

SHEET 26

TRACT GC-6

SHEET 25

NORTH
0 30 60 120
SCALE: 1" = 60'

WEST BAY CLUB

A SUBDIVISION IN
SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS
(PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN
SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

LEGEND

TRACTS

RC	=	RECREATION
PR	=	PRACTICE RANGE
CC	=	COUNTRY CLUB
GC	=	GOLF COURSE
LS	=	LANDSCAPE
LK	=	LAKE
PK	=	PARK
C	=	CONSERVATION
CP	=	CART PATH
FD	=	FUTURE DEVELOPMENT
DR	=	DRAINAGE
RD	=	ROAD RIGHT OF WAY

UE	=	UTILITY EASEMENT
DE	=	DRAINAGE EASEMENT
LME	=	LAKE MAINTENANCE EASEMENT
DB	=	DEED BOOK
Δ	=	DELTA
OR	=	OFFICIAL RECORD BOOK
R	=	RADIUS
L	=	ARC LENGTH
	=	MATCH LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2937/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2937/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2937/PAGE 2218-2272

PERMIT COUNTER

RECEIVED
JUN 22 2004

DCI 2004-00046

TRACT C-16
CONSERVATION EASEMENT
NO 9

SOUTH LINE NE 1/4 SECTION 31

SHEET 32

SHEET 32

1323.25' TO PRM

N 00°22'46"W 2391' ±

UNPLATTED

TITF

CENTER SECTION 31-46-25
FOUND CONCRETE POST

N 00°22'46"W 2656.37'

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

PLAT BOOK 42 PAGE 110

SHEET 32 OF 33

SHEET 25

NORTH
0 30 60 120
SCALE: 1" = 60'

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

SHEET 24

SHEET 31

SHEET 33

LEGEND

TRACTS	
RC	= RECREATION
PR	= PRACTICE RANGE
CC	= COUNTRY CLUB
GC	= GOLF COURSE
LS	= LANDSCAPE
LK	= LAKE
PK	= PARK
C	= CONSERVATION
CP	= CART PATH
FD	= FUTURE DEVELOPMENT
DR	= DRAINAGE
RW	= ROAD RIGHT OF WAY

UE	= UTILITY EASEMENT
DE	= DRAINAGE EASEMENT
LME	= LAKE MAINTENANCE EASEMENT
DB	= DEED BOOK
Δ	= DELTA
OR	= OFFICIAL RECORD BOOK
R	= RADIUS
L	= ARC LENGTH
	= MATCH LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2218-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2957/PAGE 2218-2272

TRACT C-18
CONSERVATION EASEMENT
AREA NO 9

1328.18

WEST LINE SE 1/4 SECTION 31

1328.19

N 00°22'46" W 2656.37

UNPLATTED
TIITF

PERMIT COUNTER

RECEIVED
JUN 22 2004

2004-00046

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

PLAT BOOK 62 PAGE 111

SHEET 33 OF 33

WEST BAY CLUB

A SUBDIVISION IN SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS (PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

NORTH
0 30 60 120
SCALE: 1" = 60'

SHEET 24

TRACT C-18
CONSERVATION EASEMENT
AREA NO. 9

SECTION 6, TOWNSHIP 46 SOUTH, RANGE 25 EAST

SECTION 31, TOWNSHIP 46 SOUTH, RANGE 25 EAST

SECTION 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST

S 89°56'08"W 1838.68

819.33

819.33

SOUTH 1/4 CORNER
SECTION 31-46-25

WEST LINE SE 1/4 SECTION 31

1328.19'

N 00°22'46"W 2656.37

UNPLATTED
TIITF

UNPLATTED
TIITF

LEGEND

TRACTS		
RC	=	RECREATION
PR	=	PRACTICE RANGE
CC	=	COUNTRY CLUB
GC	=	GOLF COURSE
LS	=	LANDSCAPE
LT	=	LAKE
PK	=	PARK
C	=	CONSERVATION
CP	=	CART PATH
FD	=	FUTURE DEVELOPMENT
DR	=	DRAINAGE
RD	=	ROAD RIGHT OF WAY
UE	=	UTILITY EASEMENT
DE	=	DRAINAGE EASEMENT
LME	=	LAKE MAINTENANCE EASEMENT
OB	=	DEED BOOK
Δ/I	=	DELTA
OR	=	OFFICIAL RECORD BOOK
R	=	RADIUS
L	=	ARC LENGTH
- - - - - -	=	MATCH LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2861/PAGE 592-643
CONSERVATION EASEMENT AREA NO 2 = OR 2861/PAGE 592-643
CONSERVATION EASEMENT AREA NO 3 = OR 2861/PAGE 592-643
CONSERVATION EASEMENT AREA NO 4 = OR 2861/PAGE 592-643
CONSERVATION EASEMENT AREA NO 5 = OR 2937/PAGE 2216-2272
CONSERVATION EASEMENT AREA NO 6 = OR 2861/PAGE 592-643
CONSERVATION EASEMENT AREA NO 7 = OR 2861/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2937/PAGE 2216-2272
CONSERVATION EASEMENT AREA NO 9 = OR 2937/PAGE 2216-2272

RECEIVED
JUN 22 2004
1:11 PM
2004-00046
PERMIT COUNTER

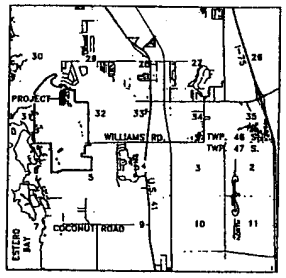
PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

PLAT BOOK 66 PAGE 82
SHEET 1 OF 2

WEST BAY CLUB
UNIT II
A REPLAT OF
TRACTS FD-7 AND FD-8
WEST BAY CLUB
AS RECORDED IN PLAT BOOK 62, PAGES 79 - 111, LEE COUNTY RECORDS
AND LYING IN
SECTIONS 31 AND 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

JANUARY 20, 2000

JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
FORT MYERS, FLORIDA



PROJECT LOCATION
VICINITY MAP
SCALE: 1" = 1 MILE

NOTICE:
LANDS DESCRIBED IN THIS PLAT MAY BE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE, WATER AND SEWER FACILITIES BEING ACCEPTED FOR MAINTENANCE BY LEE COUNTY. ANY PURCHASER OF A LOT IN THIS SUBDIVISION IS ADVISED TO DETERMINE WHETHER THE LOT MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE OR IMPROVEMENT OF ROADS, DRAINAGE, WATER AND SEWER FACILITIES.

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

RECEIVED
JUN 22 2004
PERMIT COUNTER

CI 2004-00046

NOTES:
1. ABBREVIATIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
2. ● =PERMANENT REFERENCE MONUMENTS (P.R.M.'S) ARE TAPERED CONCRETE MONUMENTS WITH METAL DISKS SET IN THE TOP BEARING THE SURVEYOR'S CERTIFICATE NUMBER, (UNLESS OTHERWISE NOTED)
3. ▪ALL CURVES INDICATED ARE CIRCULAR.
4. BEARINGS SHOWN HEREIN ARE BASED ON THE EAST LINE OF THE SOUTHWEST QUARTER (SW - 1/4) OF SECTION 32 TO BEAR S 00° 56' 02" E.
5. INTERNAL MONUMENTATION IS TO BE SET IN ACCORDANCE WITH CHAPTER 177.091 OF THE FLORIDA STATUTES.

CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF WEST BAY CLUB UNIT II, A REPLAT OF TRACTS FD-7 AND FD-8, WEST BAY CLUB AS RECORDED IN PLAT BOOK 62 AT PAGES 79 THROUGH 111, LEE COUNTY PUBLIC RECORDS AND LYING IN SECTIONS 31 AND 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS (PRMS) HAVE BEEN PLACED AT THE LOCATIONS SHOWN ON THE PLAT.

DONE THIS 6TH DAY OF JULY, 2000.

W. BRITT POMEROY, JR. (FOR THE FIRM-LB#642)
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4448
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

APPROVALS

THIS PLAT IS ACCEPTED AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA THIS 26TH DAY OF JULY, 2000.

Vice-CHAIRMAN OF THE BOARD
PRINT NAME: Douglas R. St. Cerny

CLERK OF COURT
PRINT NAME: Charlie Green

COUNTY ATTORNEY
PRINT NAME: Dawn E. Perry-Lehnert

DIRECTOR, DEVELOPMENT SERVICES DIVISION
PRINT NAME: Walter J. McCarthy

DIRECTOR, DEPARTMENT OF COMMUNITY DEVELOPMENT
PRINT NAME: Mary Gibbs

4918942

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF WEST BAY CLUB UNIT II, A REPLAT OF TRACTS FD-7 AND FD-8, WEST BAY CLUB AS RECORDED IN PLAT BOOK 62 AT PAGES 79 THROUGH 111, LEE COUNTY PUBLIC RECORDS AND LYING IN SECTIONS 31 AND 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, WAS FILED FOR RECORD AT 11:54 A.M., THIS 26th DAY OF July, 2000 AND DULY RECORDED IN PLAT BOOK 66 AT PAGES 82 THROUGH 93, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

CLERK OF THE CIRCUIT COURT
IN AND FOR LEE COUNTY
PRINT NAME: Charlie Green

REVIEW BY THE DESIGNATED COUNTY PSM DETERMINED THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF F.S. CH. 177, PART I

TITLE: P.S.M.
PRINT NAME: Allen L. Davis

DESCRIPTION

ALL OF TRACTS FD-7 AND FD-8, WEST BAY CLUB AS RECORDED IN PLAT BOOK 62 AT PAGES 79 THROUGH 111, LEE COUNTY PUBLIC RECORDS AND LYING IN SECTIONS 31 AND 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WEST BAY CLUB DEVELOPMENT CORPORATION THE OWNER OF THE HEREIN DESCRIBED LAND HAS CAUSED THIS PLAT OF WEST BAY CLUB UNIT II, A REPLAT OF TRACTS FD-7 AND FD-8, WEST BAY CLUB AS RECORDED IN PLAT BOOK 62 AT PAGES 79 THROUGH 111, LEE COUNTY PUBLIC RECORDS AND LYING IN SECTIONS 31 AND 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, TO BE MADE AND DO HEREBY DEDICATE THE FOLLOWING:

1. ALL CONSERVATION EASEMENT AREAS AND CONSERVATION TRACTS (C) AS SHOWN ON THE PLAT ARE HEREBY DEDICATED TO WEST BAY CLUB COMMUNITY ASSOCIATION, INC., A FLORIDA NON-PROFIT CORPORATION, TO BE HELD AND UTILIZED IN ACCORDANCE WITH AND SUBJECT TO THAT CERTAIN CONSERVATION EASEMENT GRANTED TO LEE COUNTY, FLORIDA, RECORDED IN O.R. BOOK 3957, PAGE 3218 AND CONFIRMED BY INSTRUMENT ENTITLED CONFIRMATION OF LEGAL DESCRIPTIONS, RECORDED IN O.R. BOOK 3981, PAGE 502, ALL IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
2. ALL DRAINAGE EASEMENTS (DE) SHOWN ON THE PLAT ARE HEREBY DEDICATED TO WEST BAY CLUB COMMUNITY ASSOCIATION, INC., FOR DRAINAGE AND SURFACE WATER MANAGEMENT PURPOSES.
3. ALL UTILITY EASEMENTS (UE) SHOWN ON THE PLAT ARE HEREBY DEDICATED AS NON-EXCLUSIVE UTILITY EASEMENTS FOR USE BY UTILITY COMPANIES PROVIDING ELECTRICAL SERVICE, CABLE TV SERVICE, TELEPHONE SERVICE, WATER SERVICE, SEWER SERVICE AND ALL OTHER PUBLIC UTILITY SERVICES.
4. IN CONNECTION WITH, AND SUBJECT TO, THE FOREGOING DEDICATIONS NUMBERED 1 THROUGH 3, THE PROPERTY RIGHTS PROVIDED FOR IN ANY DECLARATION OF RESTRICTIVE COVENANTS PERTAINING TO THE WEST BAY CLUB COMMUNITY ASSOCIATION, INC., A FLORIDA NON-PROFIT CORPORATION, ARE HEREBY RESERVED FOR THE USES AND PURPOSES SET FORTH IN SAID DECLARATION.

WITNESSES

PRINT NAME: Dennis H. Nash

PRINT NAME: Sheldon B. Conway

WEST BAY CLUB DEVELOPMENT CORPORATION

BY: Frank C. Weed
FRANK C. WEED
PRESIDENT

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 5th DAY OF July, 2000, BY FRANK C. WEED, PRESIDENT OF WEST BAY CLUB DEVELOPMENT CORPORATION, A FLORIDA CORPORATION, ON BEHALF OF THE CORPORATION. HE IS PERSONALLY KNOWN TO ME OR PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC - STATE OF FLORIDA
NAME - PRINTED: Sheldon B. Conway
CC554205
COMMISSION #
7/25/00
MY COMMISSION EXPIRES

WEST BAY CLUB
COUNTY DEVELOPMENT ORDER
NO. 88-11-237.00

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

PLAT BOOK 66 PAGE 83

SHEET 2 OF 2

WEST BAY CLUB
UNIT II
A REPLAT OF
TRACTS FD-7 AND FD-8
WEST BAY CLUB
AS RECORDED IN PLAT BOOK 62, PAGES 79 - 111, LEE COUNTY RECORDS
AND LYING IN
SECTIONS 31 AND 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

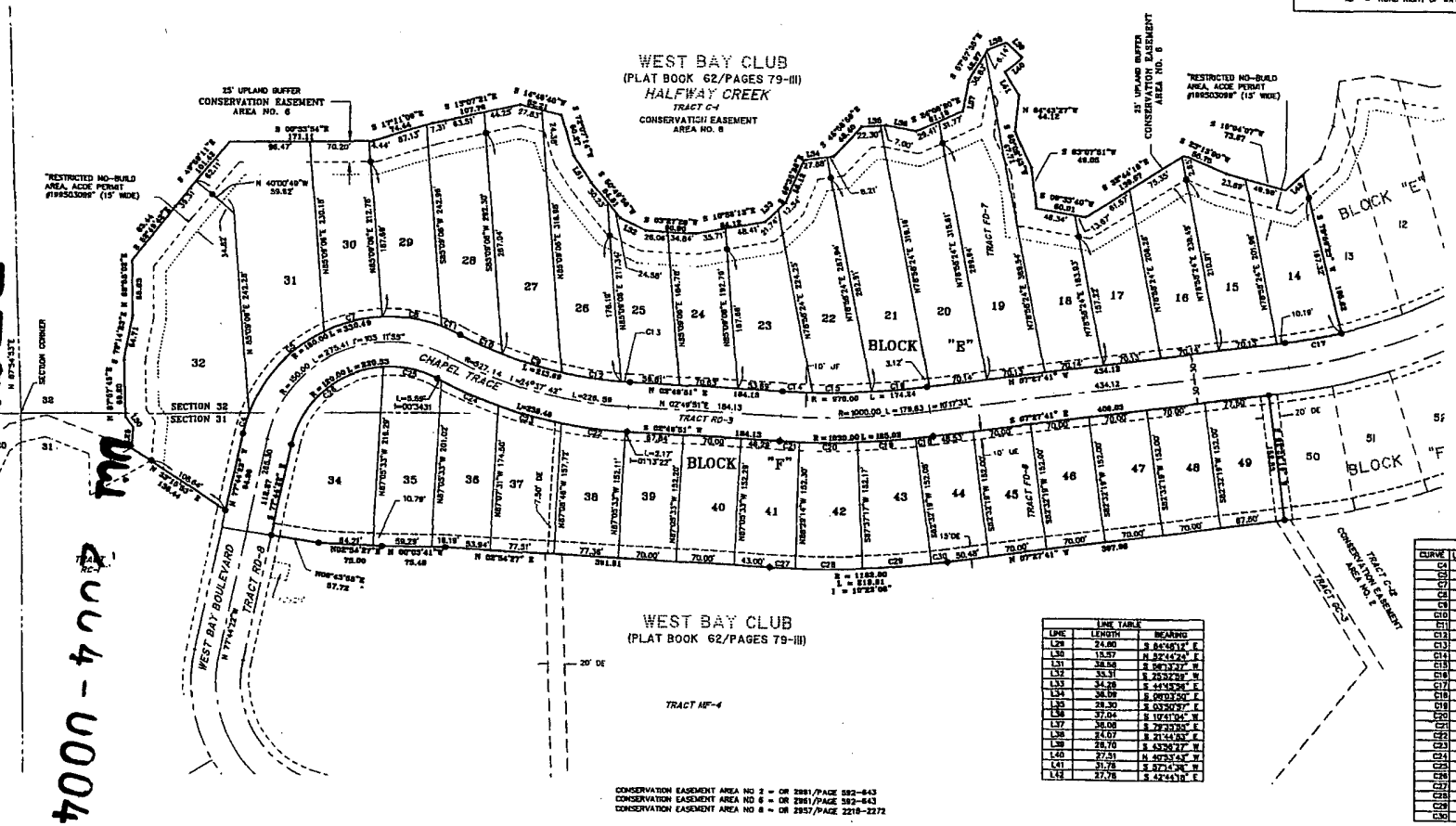
NORTH
0 30 60 120
SCALE: 1" = 60'

LEGEND

UE = UTILITY EASEMENT
DE = DRAINAGE EASEMENT
Δ = DELTA
R = RADIUS
L = ARC LENGTH

TRACTS OF WEST BAY CLUB

RC = RECREATION
C = CONSERVATION
GC = GOLF COURSE
MF = MULTIFAMILY
RD = ROAD RIGHT OF WAY



CONSERVATION EASEMENT AREA NO 2 = OR 2981/PAGE 582-643
CONSERVATION EASEMENT AREA NO 6 = OR 2981/PAGE 582-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2210-2272

LINE TABLE		
LINE	LENGTH	BEARING
L29	24.00	S 84°45'12" E
L30	13.57	N 52°44'24" E
L31	38.58	S 58°13'27" W
L32	33.91	S 25°52'59" W
L33	34.28	S 44°45'36" E
L34	36.09	S 08°03'30" E
L35	28.30	S 03°30'57" E
L36	37.04	S 10°41'04" W
L37	36.08	S 79°33'50" E
L38	24.07	S 21°44'53" E
L39	28.70	S 43°36'37" W
L40	27.51	N 50°53'43" W
L41	31.78	S 57°14'36" W
L42	27.78	S 42°44'19" E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	25.12	160.00	09°00'00"
C2	136.80	160.00	43°54'44"
C7	71.52	180.00	22°45'57"
C8	72.33	180.00	23°01'28"
C9	73.34	497.14	08°45'58"
C10	53.58	497.14	06°10'50"
C11	24.41	180.00	07°46'15"
C12	71.92	497.14	08°17'31"
C13	10.84	497.14	01°14'58"
C14	36.01	970.00	02°07'28"
C15	71.02	970.00	04°11'41"
C16	67.21	970.00	03°58'13"
C17	68.58	800.00	08°12'26"
C18	21.17	1030.00	01°11'39"
C19	89.91	1030.00	03°33'09"
C20	89.93	1030.00	03°33'28"
C21	83.69	1030.00	01°18'05"
C22	77.77	557.14	07°59'53"
C23	79.32	557.14	08°09'15"
C24	74.63	557.14	07°40'21"
C25	98.50	120.00	31°45'05"
C26	193.83	120.00	73°28.20"
C27	30.70	1182.00	01°29'17"
C28	80.29	1182.00	03°53'24"
C29	83.40	1182.00	04°02'34"
C30	19.52	1182.00	00°56'46"

TRACT C-2 CONSERVATION EASEMENT AREA NO. 8

RECEIVED
JUN 22 2004
PERMIT COUNTER

04-0046

JOHNSON ENGINEERING

PREPARED BY:
JOHNSON ENGINEERING, INC.
8140 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902

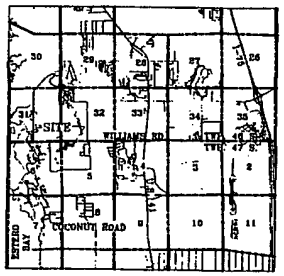
WEST BAY CLUB UNIT III

A REPLAT OF
TRACTS FD-9, FD-10, FD-11 & FD-12
WEST BAY CLUB
AS RECORDED IN PLAT BOOK 62, PAGES 79 - 111, LEE COUNTY RECORDS
AND LYING IN
SECTION 5, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

OCTOBER 2003

JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
FORT MYERS, FLORIDA

PLAT BOOK 75 PAGE 91
SHEET 1 OF 2



PROJECT LOCATION
VICINITY MAP
SCALE: 1" = 1 MILE

NOTICE:
LANDS DESCRIBED IN THIS PLAT MAY BE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE, WATER AND SEWER FACILITIES BEING ACCEPTED FOR MAINTENANCE BY LEE COUNTY. ANY PURCHASER OF A LOT IN THIS SUBDIVISION IS ADVISED TO DETERMINE WHETHER THE LOT MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE OR IMPROVEMENT OF ROADS, DRAINAGE, WATER AND SEWER FACILITIES.

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

RECEIVED
JUN 22 2004
PERMIT COUNTER

Unit 2004-00040

DESCRIPTION
ALL OF TRACTS FD-9, FD-10, FD-11 & FD-12, WEST BAY CLUB AS RECORDED IN PLAT BOOK 62 AT PAGES 79 THROUGH 111, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTION 5, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

CERTIFICATE
I HEREBY CERTIFY THAT THE ATTACHED PLAT OF WEST BAY CLUB UNIT III, A REPLAT OF TRACTS FD-9, FD-10, FD-11 AND FD-12, WEST BAY CLUB AS RECORDED IN PLAT BOOK 62 AT PAGES 79 THROUGH 111, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND LYING IN SECTION 5, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS (PRM'S) HAVE BEEN PLACED AT THE LOCATIONS SHOWN ON THE PLAT.

DONE THIS 10TH DAY OF October, 2003.

FRANCES L. SUMMERALL (FOR THE FIRM-LB#642)
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 5652
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

SURVEYOR'S SEAL

REVIEW BY THE DESIGNATED COUNTY PSM DETERMINED THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF F.S. CH. 177, PART I

TITLE: DCPSM
PRINT NAME: Sid Flaherty

DEDICATION
KNOW ALL MEN BY THESE PRESENTS THAT WEST BAY CLUB DEVELOPMENT CORPORATION, A FLORIDA CORPORATION THE OWNER OF THE HEREIN DESCRIBED LAND HAS CAUSED THIS PLAT OF WEST BAY CLUB UNIT III, A REPLAT OF TRACTS FD-9, FD-10, FD-11 AND FD-12, WEST BAY CLUB, AS RECORDED IN PLAT BOOK 62 AT PAGES 79 THROUGH 111, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND LYING IN SECTION 5, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, TO BE MADE AND HEREBY DEDICATE THE FOLLOWING:

1. ALL CONSERVATION EASEMENT AREAS AND CONSERVATION TRACTS (C) AS SHOWN ON THE PLAT ARE HEREBY DEDICATED TO WEST BAY CLUB COMMUNITY ASSOCIATION, INC., A FLORIDA NON-PROFIT CORPORATION, TO BE HELD AND UTILIZED IN ACCORDANCE WITH AND SUBJECT TO THAT CERTAIN CONSERVATION EASEMENT GRANTED TO LEE COUNTY, FLORIDA, RECORDED IN O.R. BOOK 2857, PAGE 2210 AND CONFIRMED BY INSTRUMENT ENTITLED CONFIRMATION OF LEGAL DESCRIPTIONS, RECORDED IN O.R. BOOK 2981, PAGE 592, ALL IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA
2. ALL DRAINAGE EASEMENTS (DE) SHOWN ON THE PLAT ARE HEREBY DEDICATED TO WEST BAY CLUB COMMUNITY ASSOCIATION, INC., FOR DRAINAGE AND SURFACE WATER MANAGEMENT PURPOSES
3. ALL PUBLIC UTILITY EASEMENTS (PUE) SHOWN ON THE PLAT ARE HEREBY DEDICATED AS NON-EXCLUSIVE UTILITY EASEMENTS FOR USE BY UTILITY COMPANIES PROVIDING ELECTRICAL SERVICE, CABLE TV SERVICE, TELEPHONE SERVICE, WATER SERVICE, SEWER SERVICE AND ALL OTHER PUBLIC UTILITY SERVICES.
4. IN CONNECTION WITH, AND SUBJECT TO, THE FOREGOING DEDICATIONS NUMBERED 1 THROUGH 3, THE PROPERTY RIGHTS PROVIDED FOR IN ANY DECLARATION OF RESTRICTIVE COVENANTS PERTAINING TO THE WEST BAY CLUB COMMUNITY ASSOCIATION, INC., A FLORIDA NON-PROFIT CORPORATION, ARE HEREBY RESERVED FOR THE USES AND PURPOSES SET FORTH IN SAID DECLARATION.

WITNESSES

SIGNATURE
PRINT NAME

SIGNATURE
PRINT NAME

WEST BAY CLUB DEVELOPMENT CORPORATION,
A FLORIDA CORPORATION

BY:
CHRISTOPHER MCKENNA
VICE PRESIDENT

ACKNOWLEDGMENT
STATE OF NEW YORK
COUNTY OF MANHATTAN

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 14 DAY OF OCTOBER, 2003, BY CHRISTOPHER MCKENNA, VICE PRESIDENT OF WEST BAY CLUB DEVELOPMENT CORPORATION, A FLORIDA CORPORATION, WHO IS ( ) PERSONALLY KNOWN TO ME OR ( ) HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC - STATE OF NEW YORK
PRINT NAME
01MU6063
COMMISSION #
THOMAS 31, 2007
MY COMMISSION EXPIRES

NOTARY'S SEAL

APPROVALS
THIS PLAT IS ACCEPTED AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA THIS 1 DAY OF October, 2003

CHAIRMAN OF THE BOARD
PRINT NAME: Ray Judah

CLERK OF COURT
PRINT NAME: Charlie Green

COUNTY ATTORNEY
PRINT NAME: John C. Henry

DIRECTOR, DEVELOPMENT SERVICES DIVISION
PRINT NAME: Pete Eckenrode

DIRECTOR, DEPARTMENT OF COMMUNITY DEVELOPMENT
PRINT NAME: Mary Gibbs

BOARD OF COUNTY COMMISSIONERS SEAL

6020538

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF WEST BAY CLUB UNIT III, A REPLAT OF TRACTS FD-9, FD-10, FD-11 AND FD-12, WEST BAY CLUB, AS RECORDED IN PLAT BOOK 62 AT PAGES 79 THROUGH 111, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND LYING IN SECTION 5, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, WAS FILED FOR RECORD AT 2:18 P.M., THIS 23 DAY OF October, 2003 AND DULY RECORDED IN PLAT BOOK 75 AT PAGES 87 THROUGH 94 IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

CLERK OF THE CIRCUIT COURT
IN AND FOR LEE COUNTY
PRINT NAME: Charlie Green

CLERK'S SEAL

JOHNSON ENGINEERING

PREPARED BY:
JOHNSON ENGINEERING, INC.
8154 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902

WEST BAY CLUB UNIT III

A REPLAT OF
TRACTS FD-9, FD-10, FD-11 & FD-12
WEST BAY CLUB
AS RECORDED IN PLAT BOOK 62, PAGES 79 - 111, LEE COUNTY RECORDS
AND LYING IN
SECTION 5, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

PLAT BOOK 95 PAGE 92

SHEET 2 OF 2

NORTH

0 30 60 120

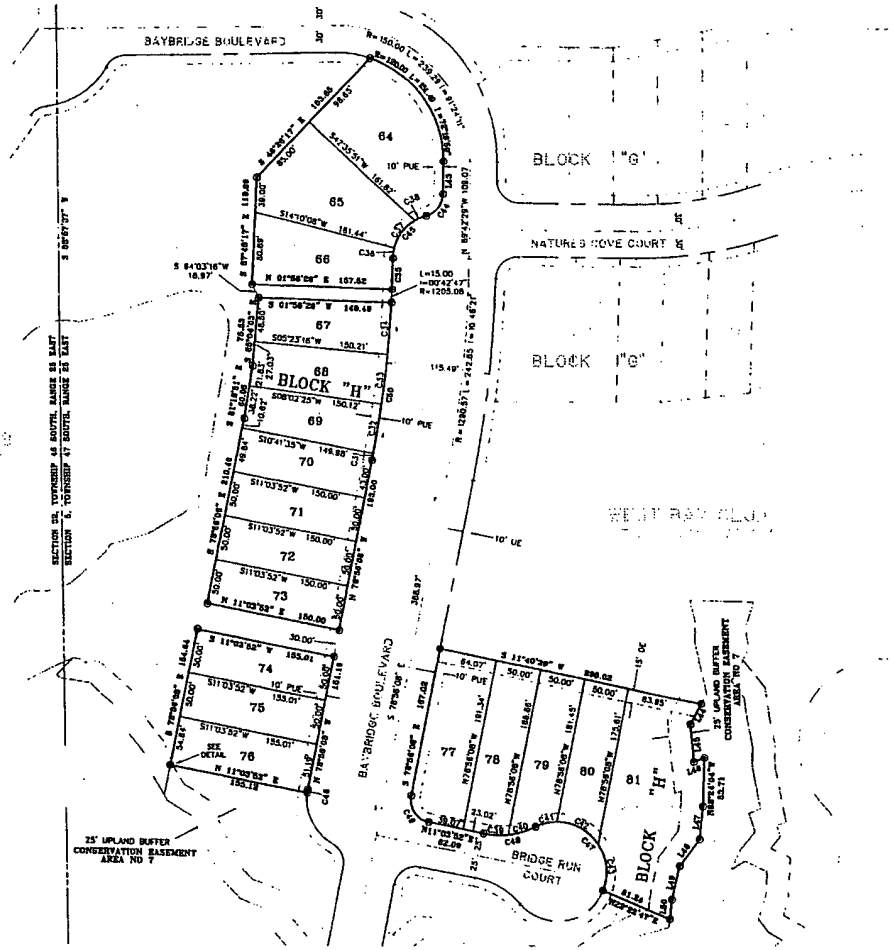
SCALE: 1" = 60'

NOTES

1. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
2. ● =PERMANENT REFERENCE MONUMENTS (P.R.M.'S) ARE TAPERED CONCRETE MONUMENTS WITH METAL DISKS SET IN THE TOP BEARING THE SURVEYOR'S CERTIFICATE NUMBER, (UNLESS OTHERWISE NOTED)
3. ALL CURVES INDICATED ARE CIRCULAR.
4. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER (NW - 1/4) OF SECTION 5 TO BEAR S 88° 37' 37" W.
5. INTERNAL MONUMENTATION IS TO BE SET IN ACCORDANCE WITH CHAPTER 177.091 OF THE FLORIDA STATUTES.

LEGEND

PUE	= PUBLIC UTILITY EASEMENT
DE	= DRAINAGE EASEMENT
R	= RADIUS
L	= ARC LENGTH
Δ	= DELTA
TRACTS OF WEST BAY CLUB	
C	= CONSERVATION
GC	= GOLF COURSE
LA	= LANDSCAPE
LK	= LAKE
DR	= DRAINAGE
ROW	= ROAD RIGHT OF WAY
FD	= FUTURE DEVELOPMENT



CONSERVATION EASEMENT AREA NO 7 = OR 2981/PAGE 592-643
CONSERVATION EASEMENT AREA NO 8 = OR 2957/PAGE 2210-2272

LINE TABLE

LINE	LENGTH	BEARING
L43	36.88	N 69°43'29" W
L44	33.88	N 61°39'30" W
L45	41.30	S 84°03'12" W
L46	12.49	S 70°41'29" E
L47	38.60	N 83°55'15" W
L48	37.48	N 74°31'31" W
L49	36.42	N 77°33'09" W
L50	21.34	N 82°32'29" W

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C31	7.51	1205.08	00°22'17"
C32	58.78	1205.08	02°48'00"
C33	55.79	1205.08	02°39'09"
C34	57.51	1205.08	02°44'04"
C35	34.87	1205.08	01°39'54"
C36	12.11	49.83	13°54'21"
C37	38.03	49.83	44°42'16"
C38	14.20	49.83	16°17'52"
C39	27.40	90.00	17°26'28"
C40	31.34	90.00	20°04'36"
C41	54.80	55.00	25°32'42"
C42	54.29	55.00	56°33'32"
C43	54.38	55.00	56°39'25"
C44	32.71	25.00	74°57'45"
C45	65.31	49.83	74°56'28"
C46	5.44	54.73	05°28'17"
C47	133.28	55.00	138°50'19"
C48	58.84	90.00	37°31'26"
C49	39.27	25.00	90°00'00"
C50	176.90	1205.08	08°71'38"

RECEIVED
JUN 22 2004
PERMIT COUNTER

Unit 2004-00046

ALOT PLAT PLUS

JOHNSON ENGINEERING

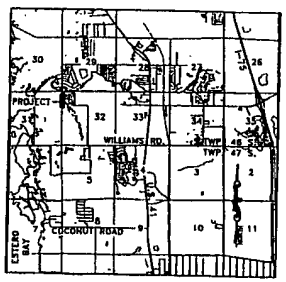
PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902

PLAT BOOK 79 PAGE 93

SHEET 1 OF 2

WEST BAY CLUB
UNIT IV
A REPLAT OF
A PORTION OF TRACT MF-4
WEST BAY CLUB
AS RECORDED IN PLAT BOOK 62, PAGES 79 - 111, LEE COUNTY RECORDS
AND LYING IN
SECTION 31, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

JUNE, 2003



PROJECT LOCATION

VICINITY MAP
SCALE: 1" = 1 MILE

NOTICE:
LANDS DESCRIBED IN THIS PLAT MAY BE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE, WATER AND SEWER FACILITIES BEING ACCEPTED FOR MAINTENANCE BY LEE COUNTY. ANY PURCHASER OF A LOT IN THIS SUBDIVISION IS ADVISED TO DETERMINE WHETHER THE LOT MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE OR IMPROVEMENT OF ROADS, DRAINAGE, WATER AND SEWER FACILITIES.

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DESCRIPTION

A PORTION OF TRACT MF-4, WEST BAY CLUB, AS RECORDED IN PLAT BOOK 62 AT PAGES 79 THROUGH 111, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF TRACT MF-4, THENCE RUN THE FOLLOWING COURSES ALONG THE EAST LINE OF SAID TRACT: S 08°43'55" W FOR 57.72 FEET; S 02°54'27" W FOR 75.00 FEET; S 00°03'41" E FOR 75.48 FEET; S 02°54'27" W FOR 391.61 FEET TO A POINT OF CURVATURE; SOUTHERLY ALONG AN ARC OF SAID CURVE TO THE LEFT OF RADIUS 1,182.00 FEET (DELTA 03°31'27") (CHORD BEARING S 01°08'44" W) (CHORD 72.70 FEET) FOR 72.71 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE; THENCE DEPARTING SAID EAST LINE RUN S 69°24'12" W FOR 138.87 FEET; THENCE RUN N 03°12'19" W FOR 23.24 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG AN ARC OF SAID CURVE TO THE RIGHT OF RADIUS 177.00 FEET (DELTA 09°01'53") (CHORD BEARING N 00°11'22" W) (CHORD 16.82 FEET) FOR 16.83 FEET TO A POINT OF TANGENCY; THENCE RUN N 02°48'34" E FOR 70.15 FEET; THENCE RUN N 87°05'13" W FOR 48.00 FEET; THENCE RUN S 02°49'34" W FOR 83.81 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG AN ARC OF SAID CURVE TO THE RIGHT OF RADIUS 13.00 FEET (DELTA 39°00'22") (CHORD BEARING S 21°49'37" W) (CHORD 8.47 FEET) FOR 8.62 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 80°00'00" W FOR 82.85 FEET; THENCE RUN N 50°19'11" W FOR 215.27 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE; THENCE NORTHWESTERLY ALONG AN ARC OF SAID CURVE TO THE LEFT OF RADIUS 96.00 FEET (DELTA 22°23'14") (CHORD BEARING N 39°46'58" W) (CHORD 37.27 FEET) FOR 37.51 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 31°40'54" E FOR 8.72 FEET; THENCE RUN N 03°39'50" E FOR 142.83 FEET; THENCE RUN N 44°50'29" W FOR 133.11 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WEST BAY BOULEVARD (80 FEET WIDE); THENCE RUN THE FOLLOWING COURSES ALONG SAID SOUTHEASTERLY LINE: NORTHEASTERLY ALONG AN ARC OF SAID CURVE TO THE LEFT OF RADIUS 1,030.00 FEET (DELTA 16°23'48") (CHORD BEARING N 23°28'57" E) (CHORD 293.75 FEET) FOR 294.78 FEET TO A POINT OF REVERSE CURVATURE; NORTHEASTERLY ALONG AN ARC OF SAID CURVE TO THE RIGHT OF RADIUS 120.00 FEET (DELTA 86°59'31") (CHORD BEARING N 58° 46'44" E) (CHORD 165.19 FEET) FOR 182.20 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE; S 77°44'22" E FOR 152.83 FEET TO THE POINT OF BEGINNING.

CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF WEST BAY CLUB UNIT IV, A REPLAT OF A PORTION OF TRACT MF-4, WEST BAY CLUB, AS RECORDED IN PLAT BOOK 62 AT PAGES 79 THROUGH 111, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND LYING IN SECTION 31, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS (PRMS) HAVE BEEN PLACED AT THE LOCATIONS SHOWN ON THE PLAT.

DONE THIS 20th DAY OF JUNE, 2003.

Roy L. McGraa
ROY L. McGREA (FOR THE FIRM-LB#642)
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 6205
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

SURVEYOR'S SEAL

RECEIVED
JUN 22 2004
PERMIT COUNTER

REVIEW BY THE DESIGNATED COUNTY OFFICIAL DETERMINED THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF CH. 177, PART I

TITLE: DCPSM
PRINT NAME: Sal Echevarria

BOARD OF COUNTY COMMISSIONERS SEAL

APPROVALS

THIS PLAT IS ACCEPTED AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA THIS 18 DAY OF June, 2003.

CHAIRMAN OF THE BOARD
PRINT NAME: Ray Judah

CLERK OF COURT
PRINT NAME: Charlie Green

COUNTY ATTORNEY
PRINT NAME: Dawn C. Henry

DIRECTOR, DEVELOPMENT SERVICES DIVISION
PRINT NAME: Peter J. Eckenrode

DIRECTOR, DEPARTMENT OF COMMUNITY DEVELOPMENT
PRINT NAME: Mary Gibbs

5889992

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF WEST BAY CLUB UNIT IV, A REPLAT OF A PORTION OF TRACT MF-4, WEST BAY CLUB, AS RECORDED IN PLAT BOOK 62 AT PAGES 79 THROUGH 111, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND LYING IN SECTION 31, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, WAS FILED FOR RECORD AT 3:01 P.M. THIS 18 DAY OF June 2003 AND DULY RECORDED IN PLAT BOOK 79 AT PAGES 93 THROUGH 94 IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

Charlie Green
CLERK OF THE CIRCUIT COURT
PRINT NAME: Charlie Green

CLERKS SEAL

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WEST BAY CLUB DEVELOPMENT CORPORATION, A FLORIDA CORPORATION AND CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP, THE OWNERS OF THE HEREIN DESCRIBED LAND HAS CAUSED THIS PLAT OF WEST BAY CLUB UNIT IV, A REPLAT OF A PORTION OF TRACT MF-4, WEST BAY CLUB, AS RECORDED IN PLAT BOOK 62 AT PAGES 79 THROUGH 111, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND LYING IN SECTION 31, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, TO BE MADE AND HEREBY DEDICATE THE FOLLOWING:

1. ALL LANDSCAPE AND DRAINAGE EASEMENTS SHOWN AS TRACTS A, B, C AND D ON THE PLAT ARE HEREBY DEDICATED TO TURTLE POINTE COVE AT WEST BAY CONDOMINIUM ASSOCIATION, INC. FOR SURFACE WATER MANAGEMENT, DRAINAGE AND LANDSCAPE PURPOSES FOR THE BENEFIT OF ALL LOTS WITHIN WEST BAY CLUB, UNIT IV.
2. THE ROADWAY TRACT SHOWN ON THE PLAT AS RD-11 IS HEREBY DEDICATED TO ALL OWNERS OF LOTS OR CONDOMINIUM UNITS WITHIN TRACT MF-4 OF WEST BAY CLUB FOR FOR INGRESS/EGRESS PURPOSES.
3. ALL PUBLIC UTILITY EASEMENTS (PUE) SHOWN ON THE PLAT ARE HEREBY DEDICATED AS NON-EXCLUSIVE UTILITY EASEMENTS FOR USE BY UTILITY COMPANIES PROVIDING ELECTRICAL SERVICE, CABLE TV SERVICE, TELEPHONE SERVICE, WATER SERVICE, SEWER SERVICE AND ALL OTHER PUBLIC UTILITY SERVICES.
4. ALL LANDSCAPE EASEMENTS SHOWN ON THE PLAT ARE HEREBY DEDICATED TO TURTLE POINTE COVE AT WEST BAY CLUB CONDOMINIUM ASSOCIATION, INC. FOR LANDSCAPE MAINTENANCE PURPOSES FOR THE BENEFIT OF ALL LOTS WITHIN WEST BAY CLUB UNIT IV.
5. IN CONNECTION WITH, AND SUBJECT TO, THE FOREGOING DEDICATIONS NUMBERED 1 THROUGH 4 ABOVE, THE PROPERTY RIGHTS PROVIDED FOR IN ANY DECLARATION OF COVENANTS FOR THE ENTIRETY OF THE WEST BAY CLUB DEVELOPMENT (AS SHOWN IN THE PLAT RECORDED IN PLAT BOOK 62, PAGES 79 THROUGH 111, PUBLIC RECORDS OF LEE COUNTY, FLORIDA), OR THE PROPERTY RIGHTS PROVIDED FOR IN ANY DECLARATION OF CONDOMINIUM FOR TURTLE POINTE COVE AT WEST BAY CLUB, A CONDOMINIUM, ARE HEREBY RESERVED FOR THE USES AND PURPOSES SET FORTH IN SAID DECLARATIONS.

WITNESSES:
WITNESS SIGNATURE
MASATO IMAGAKI
PRINT NAME OF WITNESS
WITNESS SIGNATURE
NAREEN AJAIK
PRINT NAME OF WITNESS

WEST BAY CLUB DEVELOPMENT CORPORATION, A FLORIDA CORPORATION
BY: ALBERT PICALLO
VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 24th DAY OF June, 2003, BY ALBERT PICALLO, VICE PRESIDENT OF WEST BAY CLUB DEVELOPMENT CORPORATION, A CORPORATION UNDER THE LAWS OF THE STATE OF FLORIDA, ON BEHALF OF THE CORPORATION, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED CA ID of Florida DOL AS IDENTIFICATION.

Lisa A. Colby
NOTARY PUBLIC - STATE OF FLORIDA
Lisa A. Colby
NAME - PRINTED
DD 015396
COMMISSION #
July 11, 2005
MY COMMISSION EXPIRES

NOTARY'S SEAL

WITNESSES:
WITNESS SIGNATURE
Angela Lotland
PRINT NAME OF WITNESS
WITNESS SIGNATURE
Angelica S Hyner
PRINT NAME OF WITNESS

CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP

BY: CENTEX REAL ESTATE CORPORATION, A NEVADA CORPORATION, ITS MANAGING GENERAL PARTNER

BY:
TIM RUEMLER, DIVISION PRESIDENT OF CENTEX REAL ESTATE CORPORATION, A NEVADA CORPORATION, THE MANAGING GENERAL PARTNER OF CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 24 DAY OF June, 2003, BY TIM RUEMLER, DIVISION PRESIDENT OF CENTEX REAL ESTATE CORPORATION, A NEVADA CORPORATION, THE MANAGING GENERAL PARTNER OF CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED [illegible] AS IDENTIFICATION.

NOTARY PUBLIC - STATE OF FLORIDA
Tamara F. Ludwig
NAME - PRINTED
DD 015706
COMMISSION #
12/15/05
MY COMMISSION EXPIRES

NOTARY'S SEAL

PERMIT NUMBER 2004-00046

COUNTY DEVELOPMENT ORDER DCD98-11-226.00D

JOHNSON ENGINEERING

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902

WEST BAY CLUB
UNIT IV
A REPLAT OF
A PORTION OF TRACT MF-4
WEST BAY CLUB
AS RECORDED IN PLAT BOOK 62, PAGES 79 - 111, LEE COUNTY RECORDS
AND LYING IN
SECTION 31, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

PLAT BOOK 74 PAGE 94

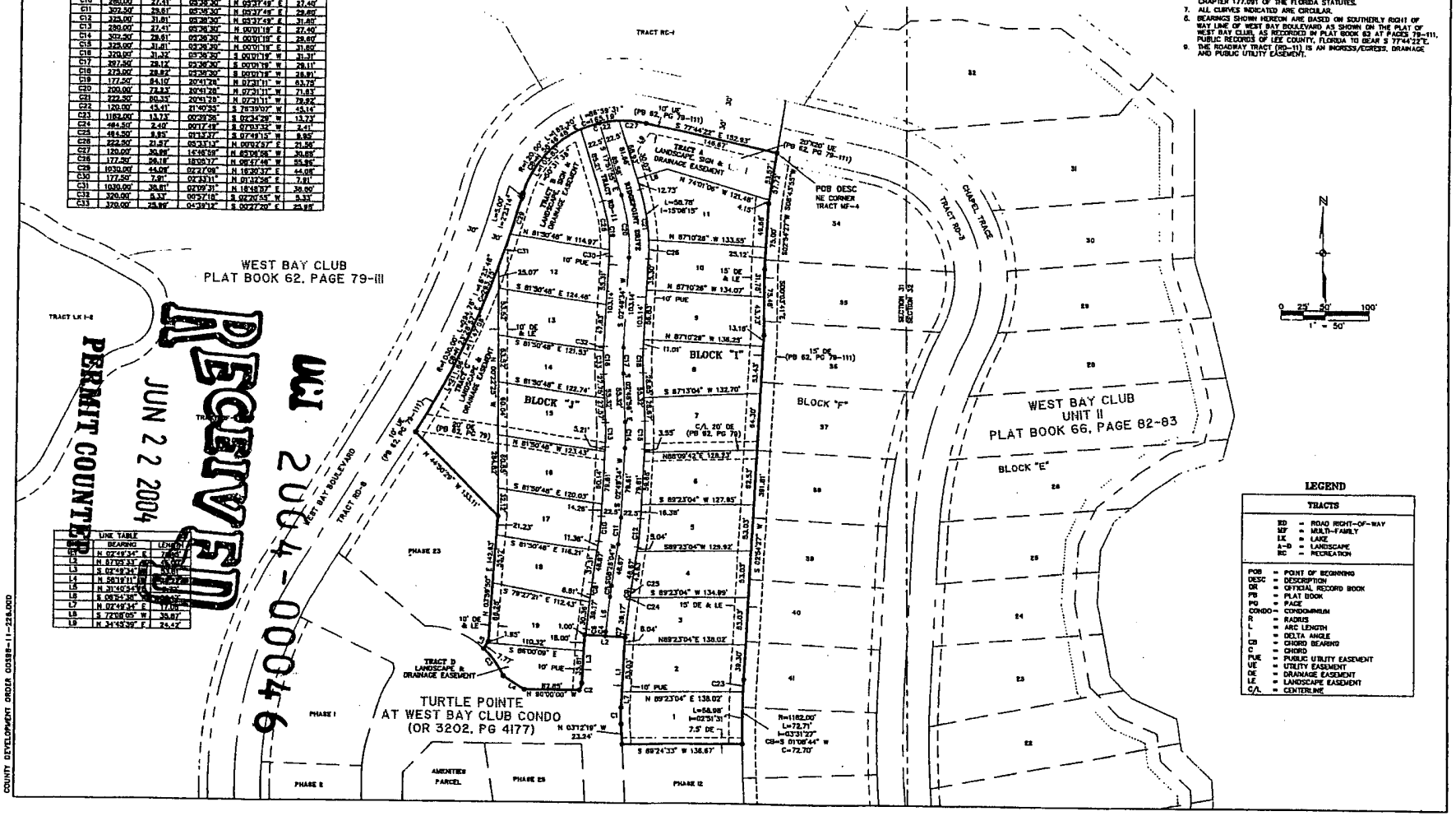
SHEET 2 OF 2

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	177.00'	18.53'	06°01'33"	N 00°11'22" W	18.52'
C2	13.00'	8.62'	38°00'22"	S 21°49'27" W	8.47'
C3	96.00'	37.51'	22°23'14"	N 38°48'38" W	37.27'
C4	74.44'	5.27'	04°03'25"	S 04°38'50" W	5.27'
C5	467.00'	13.95'	01°42'48"	S 07°40'21" W	13.95'
C6	96.94'	8.55'	04°32'48"	S 04°34'16" W	8.55'
C7	51.65'	3.70'	04°06'04"	S 04°36'06" W	3.70'
C8	526.50'	13.55'	01°28'28"	S 07°40'21" W	13.55'
C9	484.50'	12.35'	01°27'46"	S 07°40'21" W	12.35'
C10	280.00'	27.41'	05°36'30"	N 05°27'49" E	27.40'
C11	302.50'	29.61'	05°36'30"	N 05°27'49" E	29.60'
C12	325.00'	31.81'	05°36'30"	N 05°27'49" E	31.80'
C13	280.00'	27.41'	05°36'30"	N 00°09'19" E	27.40'
C14	302.50'	29.61'	05°36'30"	N 00°09'19" E	29.60'
C15	325.00'	31.81'	05°36'30"	N 00°09'19" E	31.80'
C16	320.00'	31.32'	05°36'30"	S 00°09'19" W	31.31'
C17	287.50'	28.12'	05°36'30"	S 00°09'19" W	28.11'
C18	273.00'	26.72'	05°36'30"	S 00°09'19" W	26.71'
C19	177.50'	64.10'	20°41'28"	N 07°31'11" W	63.75'
C20	200.00'	72.83'	20°51'28"	N 07°31'11" W	71.83'
C21	222.50'	80.35'	20°51'28"	N 07°31'11" W	79.92'
C22	120.00'	43.41'	21°40'55"	S 78°39'07" W	43.16'
C23	1183.00'	13.73'	00°23'29"	S 01°34'29" E	13.73'
C24	484.50'	2.40'	00°17'49"	S 07°03'32" W	2.41'
C25	484.50'	9.85'	01°13'27"	S 07°48'12" W	9.85'
C26	222.50'	21.51'	05°32'13"	N 09°02'57" E	21.50'
C27	120.00'	30.09'	14°46'09"	N 83°04'58" W	30.00'
C28	177.50'	56.18'	18°08'17"	N 09°57'48" E	55.94'
C29	1030.00'	44.09'	02°27'09"	N 16°30'37" E	44.08'
C30	177.50'	7.91'	02°33'11"	N 01°32'36" E	7.91'
C31	1030.00'	36.81'	02°09'31"	N 18°18'57" E	36.80'
C32	320.00'	8.33'	00°57'16"	S 82°26'55" W	8.33'
C33	370.00'	23.86'	04°39'12"	S 09°27'20" E	23.85'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 02°49'34" E	17.00'
L2	N 87°10'26" W	10.00'
L3	S 02°49'34" W	17.00'
L4	N 36°16'11" W	26.72'
L5	N 31°40'34" E	26.72'
L6	S 06°34'38" W	26.72'
L7	N 02°49'34" E	17.00'
L8	S 72°06'05" W	35.87'
L9	N 24°55'39" E	25.42'

NOTES

1. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
2. ● = PERMANENT REFERENCE MONUMENTS (P.R.M.'S) ARE 4"X4" CONCRETE MONUMENTS WITH METAL DISCS SET IN THE TOP STAMPED "JOHNSON ENGINEERING, INC. PRM LB 642". (UNLESS OTHERWISE NOTED)
3. O = WITNESS PERMANENT REFERENCE MONUMENT. 4"X4" CONCRETE MONUMENT WITH METAL DISK SET IN THE TOP STAMPED "JOHNSON ENGINEERING, INC. WIT PRM LB 642".
4. ⚠ = UNABLE TO SET CORNER, FALLS IN MANHOLE.
5. O = PERMANENT CONTROL POINTS (P.C.P.'S) ARE METAL MARKERS STAMPED "PCP LB 642".
6. INTERNAL MONUMENTATION IS TO BE SET IN ACCORDANCE WITH CHAPTER 177.091 OF THE FLORIDA STATUTES.
7. ALL CURVES INDICATED ARE CIRCULAR.
8. BEARINGS SHOWN HEREON ARE BASED ON SOUTHERLY RIGHT OF WAY LINE OF WEST BAY BOULEVARD AS SHOWN ON THE PLAT OF WEST BAY CLUB, AS RECORDED IN PLAT BOOK 62 AT PAGES 79-111, PUBLIC RECORDS OF LEE COUNTY, FLORIDA TO BEAR S 77°44'22"E.
9. THE RUNWAY TRACT (RD-11) IS AN INGRESS/EGRESS, DRAINAGE AND PUBLIC UTILITY EASEMENT.



LEGEND	
TRACTS	
RD	= ROAD RIGHT-OF-WAY
MF	= MULTI-FAMILY
LK	= LAKE
L-S	= LANDSCAPE
RC	= RECREATION
POB	= POINT OF BEGINNING
DESC	= DESCRIPTION
OR	= OFFICIAL RECORD BOOK
PB	= PLAT BOOK
PG	= PAGE
CONDO	= CONDOMINIUM
R	= RADIUS
L	= ARC LENGTH
Δ	= DELTA ANGLE
CB	= CHORD BEARING
C	= CHORD
PUE	= PUBLIC UTILITY EASEMENT
UE	= UTILITY EASEMENT
DE	= DRAINAGE EASEMENT
LE	= LANDSCAPE EASEMENT
C/L	= CENTERLINE

RECEIVED
JUN 22 2004
PERMIT COUNTER

W.I. 2004-00046

COUNTY DEVELOPMENT ORDER 00389-11-224.00D

WEST BAY CLUB RPD

Subject Property - West Bay Club:

The subject property consists of 866 acres, more or less, located in southwest Lee County, west of US 41 off Williams Road in Estero, in Sections 29, 31 & 32, Township 45 South, Range 25 East and Sections 5 & 6, Township 47 South, Range 25 East. The attached sheet lists the Strap numbers identifying the property. This development is an ongoing project currently in various stages of construction and planning. This parcel falls within the **Estero Planning District.** According to the Lee Plan, this planning district was created:

> To establish a community that embraces its historic heritage, while carefully planning for future growth resulting from Florida Gulf Coast University, the Southwest Florida International Airport, growing population and a unique natural environment. Estero's growth will be planned as a village, establishing defined areas for tasteful shopping, service and entertainment, while protecting and encouraging residential neighborhoods that encourage a sense of belonging. Weaving the community together will be carefully crafted limitations on strip commercial uses, inappropriate signage and certain undesired commercial uses, while additional design guidelines will be established to ensure attractive landscaping, streetscaping, architectural standards, and unified access points. The implementation of this Vision will help reduce the conflict between residential and commercial areas, as well as allow Estero to emerge as a vibrant Lee County Village.

The property is designated *Suburban, Outlying Suburban* and *Wetlands* on the Lee Plan and was rezoned *Residential Planned Development (RPD)* in 1996 by Resolution #Z-96-005 under the name of Estero Pointe. Development has proceeded since that time, together with the preservation and restoration of a number of nature preserves that are part of this *Audubon International Certified Signature Sanctuary.* The West Bay Club project has access to Williams Road and US-41 via West Bay Boulevard. The subject property is currently under development and consists of a mix of upscale luxury single family detached and attached homes, coach homes, a Sports Club, tennis courts, a Golf Club House currently permitted with construction starting soon, significant nature preserves and meditative park sites, an 18 hole award winning golf course, and a driving range.

There have been a number of neighborhoods established within West Bay Club, including the River Brook Run and the Chapel Ridge single-family neighborhood, the Laurel Oaks area, Nature's Cove, Sunset Trace, and the proposed Westlake Court. The **Westlake Court** area and **Laurel Oaks** neighborhood are the only two areas affected by this request. There will be no increases in density, and no land use changes, comprehensive plan amendments, or requests for commercial or other land uses.

In addition, the open space required for this project was 40 percent at the time of the 1996 rezoning request. The request documented that the applicant provided 76 percent open space which

equates to an increase of 90 percent over and above that which is required by the Land Development Code. Furthermore, the indigenous vegetation requirement was 20 percent at that time, and the project provided 56 percent. That equates to an indigenous open space of 185 percent over and above the Land Development Code.

Request:

West Bay Club RPD, formerly known as Estero Pointe RPD, was approved by Resolution Z-96-005 on March 18, 1996, for 1,121 mixed-use residential units on 863.0 acres, more or less. The original and subsequent approvals permitted 630 dwelling units within six (6) multi-family buildings, having a maximum of 20 stories and a height of 220 feet, within Development Areas 3, 4 and 5 (with only one tower within Development Area 5).

(a) Administrative Amendment ADD1999-00056 was approved on February 23, 2000, and allowed single-family development within Development Area 3, otherwise known as Westlake Court. The application for administrative amendment inadvertently requested that the single-family use be approved in lieu of the multi-family use within Development Area 3 instead of simply adding the single-family use to Development Area 3. The Westlake Court plat and development order were subsequently approved and the subdivision infrastructure was constructed. All properties within Westlake Court/Development Area 3 are now owned by the applicant.

The applicant is now requesting that the multi-family use be restored to Development Area 3. This does not change the overall density of the project, nor does it increase the overall number of units within the development. All previously approved conditions in the rezoning approval and in subsequent administrative amendments will be adhered to.

The current ownership group acquired West Bay Club after the bankruptcy of the previous owner. At the time of the 2000 administrative amendment request, the previous owner determined that in order to maximize its cash flow position immediately, the best use for Development Area 3 was to sell large single-family lots. This determination was not based on a rational analysis and understanding of the market; it was the immediate cash-flow decision of a financially troubled company, and an incorrect analysis even in that light. Current market conditions in Lee County do not support the sale of large single-family estate lots within golf course communities. In fact, this may be the least viable segment of the entire market. The applicant therefore requests that Development Area 3 be allowed to develop with multi-family high-rises.

This request will increase open space and buffers within Development Area 3 and will not change the traffic patterns or road network as originally approved in 1996.

(b) The applicant is requesting an addition of approximately one (1) acre of land within the Laurel Oaks neighborhood which, when joined with an existing undeveloped

tract, will allow for the development of four single-family lots. Density will not be

affected, nor will there be any impacts on surrounding landowners. All administrative deviations (except ADD 1999-00056) and final plan approvals shall be incorporated into this RPD.

Proposed Development/Master Concept Plan

The West Bay Club project is a mixed product upscale residential community with an associated 18-hole golf course, numerous nature preserves, and recreational amenity site. Access to the project is via West Bay Boulevard from US 41 and Williams Road. The existing development enjoys a scenic drive throughout featuring numerous lakes, open space and view corridors. Access to the Westlake Court pod is via this main entry road, already constructed, as is access to Laurel Oaks.

West Bay Club RPD has been approved for a total of 1,121 units on 863.0 acres more or less, for a gross density of 1.29 units per acre. This is less than half the density permitted by the land use categories and below that of surrounding areas. The approved mix consisted of 1,075 dwelling units in the Outlying Suburban land use category, and 46 dwelling units in the suburban land use category per PD-98-003 (639 dwelling units within Development Areas 3,4 and 5). Westlake Court is development area 3. The three residential tower development areas were originally permitted by the RPD rezoning. Westlake Court, or Development Area 3 from the original rezoning request, was 3,170 feet from the closest resident within Estero Heights at that time. It is also close to 3,000 feet from the closest point on Estero Bay.

The golf course with the clubhouse area and Sports Club, weaves throughout the community and has been used as a buffer to the residential areas within the site. West Bay Boulevard has been constructed as a very elaborate boulevard with rows of trees, pavement, and a very aesthetically pleasing esplanade with a focal point at the end that serves as the anchor for the clubhouse. Within the development all the roads converge into that main boulevard creating a complete sense of identity.

The design of the community was also constructed along a very carefully selected theme. The architectural guidelines have ensured that the design theme has been preserved and have become an enhancement to the Estero Community and are similar to other developments within this community.

Consistency with Community Plan

This project was brought forward prior to the adoption of the Estero Community Plan. The Estero Plan was developed through a series of public information meetings and design charrettes with the community's residents. The Plan recognized that growth and development is inevitable within the Estero Community but expressed a desire to retain the neighborhood and small town identity and ensure that new development is compatible with the existing character of the community-at-large. West Bay Club has been developed in a way that clearly exceeds all of the goals and policies of the Estero Community Plan, and the proposed changes to the Development Area 3 pod back to the original multi-

family usage meet this goal. The addition of four lots in Laurel Oaks will in no way be a detriment to the plan or negatively impact the Estero Community.

Surrounding Properties

The project lies south of the Estero River. North of the Estero River lies Estero River Bay RPD now owned by TIITF State of Florida. Adjacent to this area is the River Heights Subdivision which has a density of 1.5 dwelling units per acre. To the east of River Heights is Cranbrook Harbor which has a density of .9 dwelling units per acre, and to the east of that are several mobile home parks with densities ranging from 1.3 to 13 dwelling units an acre, along with the Tahiti Mobile Home Park which contains 7.1 dwelling units an acre.

South of this area is the River Woods Plantation RV Park. It has a density of 11.5 dwelling units per acre. Nearby are the Broadway Mobile Homes which have a density of 2.7 dwelling units an acre, and then follows Greenwood Village at Breckenridge which has a density of 1.7 dwelling units an acre.

To the west of the subject site is an AG- 2 parcel, state mangroves, and then the Estero Bay. To the southwest of the subject parcel is an AG-2 vacant parcel, and south of the site is the Pelican Landing DRI RPD, Hilton Hotel and Coconut Pointe RPD, which has a density of 1.9 dwelling units per acre. To the east of the southern property line are AG-2 parcels, scattered residential, a nursery south of Williams Road, and then farther east is Fountain Lakes, development consisting of a density of 3.5 dwelling units an acre. North of Williams Road and to the east of the remainder of the site is River Ridge, RPD, approved for 2.7 dwelling units per acre. Incomparison, the West Bay Club has been approved for 1.29 units per acre, 52% less than the nearby River Ridge density approval.

West Bay Club falls within three land use categories, Wetlands mostly to the west, Suburban, which lies north and south of Williams Road at the entrance and actually contains most of the property east of Halfway Creek. Suburban also sits to the east of Halfway Creek, then the Outlying Suburban category fills in the remainder east of the creek. The main portion of the subject property is Suburban.

While the Lee Plan allowed 334 dwelling units in the Suburban land use category, the original application actually requested only 224 dwelling units. Likewise, 1,199 dwelling units were allowed in the Outlying Suburban category, but the applicant only requested 897 units. Thus, the applicant only requested an overall density of 1.29 dwelling units an acre which equates to a 28 percent reduction in dwelling units allowed by the Lee Plan. Given the developed and approved higher densities in the surrounding area, West Bay Club was well suited for this residential neighborhood and actually helped reduce the overall density of the area.

The riverfront property of the site was originally zoned RM-2 allowing multi-family

buildings fronting on the Estero River. Those multi-family buildings were allowed under the Land Development Code to construct to an unlimited height so long as they complied with additional setback requirements of the Land Development Code. This would have allowed two 20-story-high structures sitting back from the Estero River 117 feet; by right those structures could have been constructed that close to the river. However, the applicant was very sensitive to the concerns of the residents within Estero Heights north of Estero River, and the original zoning removed that use and in its place substituted a recreational area that allowed 80 percent open space and other recreational areas as opposed to multi-family structures.

Since the original rezoning a number of new projects have been approved or come online in the immediate vicinity, including the Coconut Pointe Hyatt Regency Resort to the southwest and the Coconut Pointe Mall at US 41 and Williams Road to the east. The mall will contain 1.3 million square feet of commercial uses. Additional intense commercial rezoning requests are also going through the process at this time along the US 41 corridor near Williams and Corkscrew Roads. This area has become even more urbanized than originally anticipated and the residential towers proposed is in keeping with these other upscale projects.

LEE PLAN CONSISTENCY

Estero Planning District: The West Bay Club lies within the Estero Planning District. This District was created: To establish a community that embraces its historic heritage, while carefully planning for future growth resulting from Florida Gulf Coast University, the Southwest Florida International Airport, growing population and a unique natural environment. Estero's growth will be planned as a village, establishing defined areas for tasteful shopping, service and entertainment, while protecting and encouraging residential neighborhoods that encourage a sense of belonging. Weaving the community together will be carefully crafted limitations on strip commercial uses, inappropriate signage and certain undesired commercial uses, while additional design guidelines will be established to ensure attractive landscaping, streetscaping, architectural standards, and unified access points. The implementation of this Vision will help reduce the conflict between residential and commercial areas, as well as allow Estero to emerge as a vibrant Lee County Village.

The existing development at West Bay Club has clearly embraced this vision for its own development plan, using state of the art landscaping and preservation treatments for above the required architectural standards and unifying treatment throughout the project.

The subject property falls within the Suburban, Outlying Suburban and Wetland designations of the Lee Plan. The following policies reflect these land uses. The West Bay Club development has been fully consistent with all of these objectives and policies. The proposed change back from single-family to multi-family uses within Development Area 3 is fully consistent with these land use policies.

> **POLICY 1.1.5:** The **Suburban** areas are or will be predominantly residential areas that are either on the fringe of the Central Urban or Urban Community areas or in areas where it is appropriate to protect existing or emerging residential neighborhoods. These areas provide housing near the more urban areas but do not provide the full mix of land uses typical of urban areas. The standard residential densities are the same as the Urban Community category. Higher densities, commercial development greater than neighborhood centers, and industrial land uses are not permitted. Bonus densities are not allowed. (Amended by Ordinance No. 94-30)
>
> **POLICY 1.1.6:** The **Outlying Suburban** areas are characterized by their peripheral location in relation to established urban areas. In general, these areas are rural in nature or contain existing low-density development. Some, but not all, of the requisite infrastructure needed for higher density development is generally planned or in place. It is intended that these areas will develop at lower residential densities than other Future Urban Areas. As in the Suburban areas, higher densities, commercial development greater than neighborhood centers and industrial land uses are not permitted. The standard density range is from one dwelling unit per acre (1 du/acre) to three dwelling units per acre (3 du/acre). Bonus densities are not allowed. In the Outlying Suburban area in North Fort Myers east of 1-75 and in the Buckingham area (see Goal 17),

the maximum density permitted is two dwelling units per acre (2 du/acre). (Amended by Ordinance 91-19)

POLICY 1.5.1: Permitted land uses in **Wetlands** consist of very low-density residential uses and recreational uses that will not adversely affect the ecological functions of wetlands. All development in Wetlands must be consistent with Goal 84 of this plan. The maximum density is one dwelling unit per twenty acres (1 du/20 acre) except as otherwise provided in Table 1(a) and Chapter XIII of this plan. (Amended by Ordinance No. 94-30)

POLICY 1.5.2: When the exact location of Wetlands boundaries is in question, Chapter XIII of this plan provides an administrative process, including a field check, to precisely define the boundary. (Amended by Ordinance No. 94-30)

The proposal to amend the development plan to permit the residential towers within Development Area 3 also fulfills Lee Plan **OBJECTIVE 2.1: DEVELOPMENT LOCATION,** which states that "Contiguous and compact growth patterns will be promoted through the rezoning process to contain urban sprawl, minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, prevent development patterns where large tracts of land are by-passed in favor of development more distant from services and existing communities. (Amended by Ordinance No. 94-30, 00-22)" As stated by this objective, the use of residential towers on this site will conserve land and natural resources and is consistent with the use of the two other separated development pods within the West Bay project.

This proposal is also consistent with **POLICY 2.1.1:** Most residential, commercial, industrial, and public development is expected to occur within the designated Future Urban Areas on the Future Land Use Map through the assignment of very low densities to the non- urban categories. The residential towers are within the Future Urban Areas on the Future Land Use Map, and large portions of other areas of the site are and will remain in nature preserve.

The proposal is also consistent with **OBJECTIVE 2.2: DEVELOPMENT TIMING.** Direct new growth to those portions of the Future Urban Areas where adequate public facilities exist or are assured and where compact and contiguous development patterns can be created. Development orders and permits (as defined in F.S. 163.3164(7)) will be granted only when consistent with the provisions of Sections 163.3202(2)(g) and 163.3180, Florida Statutes and the county's Concurrency Management Ordinance. (Amended by Ordinance No. 94-30, 00-22). The project is already located within a developing area and is presently served by all public facilities and services. As such, it is consistent with Policy 2.2.1.

POLICY 2.2.1: Rezonings and development-of-regional-impact proposals will be evaluated as to the availability and proximity of the road network; central sewer and water lines; community facilities and services such as schools, EMS, fire and police protection, and other public facilities; compatibility with surrounding land uses; and any other relevant facts affecting the public health, safety, and welfare. (Amended by Ordinance No. 94-30, 00-22)

By virtue of the previously approved RPD and approval by the Board of County Commissioners for the West Bay Club development plan and previously approved residential towers, the current request is also consistent with **POLICY 2.2.2:** Map 1 of the Future Land Use Map series indicates the uses and density ranges that will ultimately be permitted on a given parcel. However, it is not a guarantee that such densities or uses are immediately appropriate, as the map provides for the county's growth over the coming 26 years. During the rezoning process the Board of County Commissioners will balance the overall standards and policies of this plan with three additional factors:

1. Whether a given proposal would further burden already overwhelmed existing and committed public facilities such that the approval should be delayed until the facilities can be constructed; and

2. Whether a given proposal is for land so far beyond existing development or adequate public facilities that approval should be delayed in an effort to encourage compact and efficient growth patterns; and

3. Whether a given proposal would result in unreasonable development expectations, which may not be achievable because of acreage limitations contained in the Acreage Allocation Table (see Policy 1.7.6, Map 16 and Table 1(b)).

By virtue of the previous approval, it was therefore determined that the towers, along with the rest of the project, those public facilities would not be burdened by the project. The additional four lots will not place a burden either.

The proposal is also consistent with **POLICY 5.1.2:** Prohibit residential development where physical constraints or hazards exist, or require the density and design to be adjusted accordingly. Such constraints or hazards include but are not limited to flood, storm, or hurricane hazards; unstable soil or geologic conditions; environmental limitations; aircraft noise; or other characteristics that may endanger the residential community.

The proposal is also consistent with the following three residential land use policies of the Lee Plan:

POLICY 5.1.3: During the rezoning process, direct high-density residential developments to locations that are near employment and shopping centers; are close to parks and schools; and are accessible to mass transit and bicycle facilities. (Amended by Ordinance No. 94-30)

POLICY 5.1.5: Protect existing and future residential areas from any encroachment of uses that are potentially destructive to the character and integrity of the residential environment. Requests for conventional rezonings will be denied in the event that the

buffers provided in Chapter 10 of the Land Development Code are not adequate to address potentially incompatible uses in a satisfactory manner. If such uses are proposed in the form of a planned development or special exception and generally applicable development regulations are deemed to be inadequate, conditions will be attached to minimize or eliminate the potential impacts or, where no adequate conditions can be devised, the application will be denied altogether. The Land Development Code will continue to require appropriate buffers for new developments. (Amended by Ordinance No.94-30, 99-15, 00-22)

POLICY 5.1.6: Maintain development regulations that require high-density, multifamily, cluster, and mixed-use developments to have open space, buffering, landscaping, and recreation areas appropriate to their density and design. (Amended by Ordinance No. 94-30)

The Lee County Board of County Commissioners had already deemed the residential towers consistent with these policies during the original rezoning request in 1996, and these policies still hold true at this time. The four lots are also consistent.

Additional policies the project was and will still continue to be consistent with include:

POLICY 5.1.7: Maintain development regulations that require that community facilities (such as park, recreational, and open space areas) in residential developments are functionally related to all dwelling units and easily accessible via pedestrian and bicycle pathways. These pathways must be interconnected with adjoining developments and public pathways whenever possible. Townhouses, condominiums, apartments, and other types of multi-family residential development must have directly accessible common open space. (Amended by Ordinance No. 94-30, 00-22)

OBJECTIVE 75.1: DEVELOPMENT IN COASTAL HIGH HAZARD AREAS. Development seaward of the 1991 Coastal Construction Control Line will require applicable State of Florida approval; new development on barrier islands will be limited to densities that meet required evacuation standards; new development requiring seawalls for protection from coastal erosion will not be permitted; and allowable densities for undeveloped areas within coastal high hazard areas will be considered for reduction. (Amended by Ordinance No. 92-35, 93-25, 94-30, 00-22)

POLICY 75.1.1: County policy regarding development seaward of the updated 1991 Coastal
Construction Control Line will be re-evaluated approximately every five years beginning in 1995 to assess the adequacy of policies and practices developed by the Department of Environmental Protection. (Amended by Ordinance No. 92-35, 94-30, 00-22)

POLICY 75.1.2: Rezonings to allow higher densities will not be permitted on barrier and coastal islands if the capacity of critical evacuation routes would thereby be exceeded (see Objective 79.1). (Amended by Ordinance No. 92-35, 00-22)

POLICY 75.1.3: Shoreline development in V Zones will be protected from coastal erosion,

wave action, and storms by vegetation, setbacks, and/or beach renourishment, rather than by seawalls or other hardened structures which tend to hasten beach erosion (see also policies under Objective 83.2). Repairs of lawfully constructed, functional, hardened structures as defined in F.S. Chapter 161 may be allowed subject to applicable state and local review and approval. (Amended by Ordinance No. 92-35, 00-22)

POLICY 75.1.4: Through the Lee Plan amendment process, land use designations of undeveloped areas within coastal high hazard areas will be considered for reduced density categories (or assignment of minimum allowable densities where density ranges are permitted) in order to limit the future population exposed to coastal flooding. (Amended by Ordinance No. 92-35, 94-30, 00-22)

OBJECTIVE 100.1: HOUSING AVAILABILITY. Work with private and public housing providers to ensure that the approximately 48,562 additional dwellings needed by 2010 are provided in types, costs, and locations to meet the needs of the Lee County population. Lee County will update this forecast of additional dwelling units using state mandated methodologies during the next update of this Housing Element, which will occur no later than the next scheduled Evaluation and Appraisal Report. (Amended by Ordinance No. 94-30, 98-09)

POLICY 100.1.1: Provide information, technical assistance, and incentives to the private sector to maintain a housing production capacity sufficient to meet the required production. This will be accomplished through the programs identified in the Local Housing Assistance Plan and the Lee County Consolidated Plan. (Amended by Ordinance No. 94-30, 98-09, 00-22)

POLICY 100.1.2: The County will continue efforts to form public-private partnerships to produce affordable housing for low- and moderate-income households with local private nonprofit housing agencies, local for profit developers, local lenders, the Lee County Housing Authority, the Lee County Housing Finance Authority. (Amended by Ordinance No. 00-22)

POLICY 100.1.9: The County will ensure a mix of residential types and designs on a countywide basis by providing for a wide variety of allowable housing densities and types through the planned development process and a sufficiently flexible Future Land Use Map. (Amended by Ordinance No. 00-22).

POLICY 100.1.10: Lee County's housing programs will be administered so as to affirmatively further fair housing. (Amended by Ordinance No. 94-30, 00-22).

POLICY 100.9.5: New development adjacent to areas of established residential neighborhoods must be compatible with or improve the area's existing character. (Amended by Ordinance No. 00-22).

COMPLIANCE WITH LAND DEVELOPMENT CODE

Sec. 34-411, Division 3, Design Standards

(a) All planned developments shall be consistent with the provisions of the Lee Plan.

As indicated in the previous section, West Bay Club has and will continue to be fully consistent with the provisions of the Lee Plan, and has either met or exceeded a number of objectives and policies of the Lee Plan. This is evident in the project being named an Audubon International Certified Signature Sanctuary. This proposal for the residential towers will result in a number of policies being either met or exceeded in conjunction with the rest of the development.

(b) All planned developments, unless otherwise accepted, shall be designed and constructed in accordance with the provisions of all applicable county development regulations in force at that time.

West Bay Club has and will continue to be designed and constructed in accordance with the provisions of all applicable county development regulations in force at that time. This is evident in the project being named an Audubon International Certified Signature Sanctuary. The residential towers as proposed will as well.

(c) The tract or parcel proposed for development under this article must be located so as to minimize the negative effects of the resulting land uses on surrounding properties and the public interest generally, and must be of such size, configuration and dimension as to adequately accommodate the proposed structures, all required open space, including private recreational facilities and parkland, bikeways, pedestrian ways, buffers, parking, access, on-site utilities, including wet or dry runoff retention, and reservations of environmentally sensitive land or water.

The, residential tower parcel proposed for development this will be located so as to minimize the negative effects of the resulting land uses on surrounding properties and the public interest generally, and must be of such size, configuration and dimension as to adequately accommodate the proposed structures, all required open space, including private recreational facilities and parkland, bikeways, pedestrian ways, buffers, parking, access, on-site utilities, including wet or dry runoff retention, and reservations of environmentally sensitive land or water. In fact, the use of residential towers on this site will greatly minimize sprawl effects and maximize open space and nature preserve opportunities.

(d) The tract or parcel shall have access to existing or proposed roads:

(1) In accordance with Chapter 10 and as specified in the Lee Plan traffic circulation

element or the official trafficways map of the county.

The parcel has access to the existing roadway network and proposed improvements to this network. US 41 is being widened in this vicinity, Sandy Lane and Three Oaks Parkway are proposed for extensions and improvements, and the widening of 1-75 is expected to be accelerated in the near future, as are extensions of Koreshan Blvd. and Treeline, all improving the road network in the Estero Community.

(2) That have either sufficient existing capacity or the potential for expanded capacity to accommodate both the traffic generated by the proposed land use and that traffic expected from the background (through traffic plus that generated by surrounding land uses) at a level of service D or better on an annual average basis and level of service E or better during the peak season, except where higher levels of service on specific roads have been established in the Lee Plan; and

See response above.

(3) That provide ingress and egress without requiring site-related industrial traffic to move through predominantly residential areas.

The site related traffic does not move through other residential areas. There is no industrial traffic in this portion of the County.

(e) If within the Lee Tran public transit service area, the development shall be designed to facilitate the use of the transit system.

Lee Tran presently services this portion of Lee County and will continue to do so.

(f) Development and subsequent use of the planned development shall not create or increase hazards to persons or property, whether on or off the site, by increasing the probability or degree of flood, erosion or other danger, nor shall it impose a nuisance on surrounding land uses or the public's interest generally through emissions of noise, glare, dust, odor, air or water pollutants.

Development and subsequent use of the proposed residential towers shall not create or increase hazards to persons or property, whether on or off the site, by increasing the probability or degree of flood, erosion or other danger, nor shall it impose a nuisance on surrounding land uses or the public's interest generally through emissions of noise, glare, dust, odor, air or water pollutants. All development will comply with all state and local regulations pertaining to noise, glare, dust and odor.

(g) Every effort shall be made in the planning, design and execution of a planned development to protect, preserve or to not unnecessarily destroy or alter natural, historic or archaeological features of the site, particularly mature native trees and other threatened or endangered native vegetation. Alteration of the vegetation or topography that unnecessarily disrupts the surface water or groundwater hydrology, increases erosion of the land, or destroys significant wildlife habitat is prohibited. That habitat is significant that is critical for the survival of rare, threatened or endangered species of flora or fauna.

The applicant provided 76 percent open space, which equates for an increase of 90 percent over and above that which is required by the Land Development Code. That is an increase of 90 percent. Furthermore, the indigenous vegetation requirement was 20 percent at that time, and the project provided 56 percent. That equates to an indigenous open space of 185 percent over and above the Land Development Code. The existing development has clearly preserved substantial portions of the site in a nature preserve that is an enhancement to the entire community and the development in particular. This is evident in the project being named an Audubon International Certified Signature Sanctuary. The proposed residential towers will continue to enable the applicant to preserve and enhance natural features of the site and prevent destruction of vegetation and wildlife habitat.

(h) A fundamental principle of planned development design is the creative use of the open space requirement to produce an architecturally integrated human environment. This shall be coordinated with the achievement of other goals, e.g., the preservation or conservation of environmentally sensitive land and waters or archaeological sites.

As stated above, this site has clearly allowed nature to prevail and has some of the largest nature preserve areas in the Estero Community. The preservation or conservation of environmentally sensitive land and waters has already occurred, and will be enhanced by the proposed residential towers. There are no historic or archeological features on the site to anyone's knowledge.

(i) Site planning and design shall minimize any negative impacts of the planned development on surrounding land and land uses.

This development has fully minimized any negative impacts on surrounding land and land uses, and has created siginificant buffers with the nature preserve areas and other features of the site plan. This is evident in the project being named an Audubon International Certified Signature Sanctuary. The proposed residential towers will be substantially buffered from existing surrounding uses. These towers were previously approved by the Lee County Board of County Commission in 1996, so they were already deemed consistent with surrounding uses and not detrimental to these existing areas. In addition, since 1996, several large commercial developments including the Cocount Point Mall and the Hyatt have been approved in the area.

(j) Where a proposed planned development is surrounded by existing development or land

use with which it is compatible and of an equivalent intensity of use, the design emphasis shall be on the integration of this development with the existing development, in a manner consistent with current regulation.

The design emphasis of West Bay Club has been on the integration of itself with the existing development surrounding it, in a manner consistent with current regulation, and actually has enhanced the surrounding area and the Estero Community. This is evident in the project being named an Audubon International Certified Signature Sanctuary.

(k) Where the proposed planned development is surrounded by existing development or land use with which it is not compatible or which is of a significant higher or lower intensity of use (plus or minus ten percent of the gross floor area per acre if a commercial or industrial land use, or plus or minus 20 percent of the residential density), or is surrounded by undeveloped land or water, the design emphasis will be to separate and mutually protect the planned development and its environs.

Not Applicable. See answer J above. However, West Bay Club has actually succeeded in separating and mutually protecting the planned development and its environs through its Audubon International Certified Signature Sanctuary.

(l) In large residential or commercial planned developments, the site planner is encouraged to create subunits, neighborhoods or internal communities which promote pedestrian activity and community interaction.

Throughout West Bay Club, it is evident that the development has created subunits, neighborhoods or internal communities which have promoted pedestrian activity and community interaction.

(m) In order to enhance the viability and value of the resulting development, the designer shall ensure the internal buffering and separation of potentially conflicting uses within the planned development.

Since all uses are residential, there are no conflicting uses within West Bay Club. There have been significant levels of internal buffering and separation of housing product types within the development, to create a neighborhood feel. In addition, the residential towers are a substantial distance from the other on site uses and surrounding neighborhoods.

(n) Density or type of use, height and bulk of buildings and other parameters of intensity should vary systematically throughout the planned development. This is intended to permit the location of intense or obnoxious uses away from incompatible land uses at the planned development's perimeter, or, conversely, to permit the concentration of intensity where it is desirable, e.g., on a major road frontage or at an intersection.

The residential towers, which could be deemed as the most intense uses in the project are furthest away from the other residential land uses in the project and are to

be located at the planned development's perimeter, surrounded by nature preserve areas.

(o) Unless otherwise provided for in this article, minimum parking and loading requirements shall be as set forth in article VII, divisions 25 and 26, of this chapter. Where it can be reasonably anticipated that specified land uses are generators of occasional peak demand for parking space, a portion of the required parking may be pervious or semi-pervious surfaces subject to the condition that it be constructed and maintained so as to prevent erosion of soil. In all cases, however, sufficient parking shall be provided to prevent the spilling over of parking demand onto adjacent properties or rights-of-way at times of peak demand.

The subject development has and will continue to comply with the parking requirements of LDC Section 34.

(p) Joint use of parking by various land uses within the planned development may be permitted by special condition where it can be demonstrated or required that the demand for parking by the various uses will not conflict. Joint parking agreements between uses within and uses without the planned development shall be governed by agreement per general regulation (see section 34-2018), without exception.

Not applicable.

(q) Internal consistency through sign control, architectural controls, uniform planting schedules and other similar controls is encouraged.

Internal consistency through sign control, architectural controls, uniform planting schedules and other similar controls has been accomplished throughout West Bay Club and will continue to be done.

DISCUSSION ON DECISION-MAKING GUIDELINES COMPLIANCE

Sections 34-373(a)(5), 145(c)(2) a&e, and 145(d)(3)

(a) Whether there exists changed or changing conditions that make approval of the request appropriate.

Changed or changing conditions do exist that make approval of the requested residential towers within the existing RPD appropriate. West Bay Club project has been built with substantial success and has been awarded the Audubon International Certified Signature Sanctuary stature. The removal of the residential towers to single family inadvertently did not include retaining the towers to provide flexibility to the developer. At this time, market conditions are such that the residential towers would be more appropriate for the site, would enable the preservation of significantly more open space, and does not change the density of the project. Additional substantial commercial development has since been approved in the Estero Community, it has become significantly more urbanized than in 1996 when the original zoning was approved, and thus the residential tower reinstatement would be appropriate for the development. The addition of four single-family lots also is appropriate, and does not change the density of the project.

(e) Whether the request is consistent with the goals, objectives, policies and intent of the Lee Plan. The request is consistent with the goals, objective, policies and intent of the Lee Plan, as discussed in Exhibit 6-G.

(3) Findings. Before preparing his recommendation to the Board of County Commissioners on a rezoning, the hearing examiner must find that:

a. The applicant has proved entitlement to the rezoning or special exception by demonstrating compliance with the Lee Plan, this land development code, and any other applicable code or regulation:
See Exhibits 6-G and 6-H.

b. The request will meet or exceed all performance and location standards set forth for the potential uses allowed by the request:

The request will meet or exceed all performance and location standards. The existing West Bay Club has met or exceeded all performance standards.

c. The request, including the use of TDR or affordable housing bonus density units, is consistent with the densities, intensities and general uses set forth in the Lee Plan: See Exhibit 6-G.

d. The request is compatible with existing or planned uses in the surrounding area. See Exhibits 6-G and 6-H.

Approval of the request will not place an undue burden upon existing transportation or

planned infrastructure facilities and will be served by streets with the capacity to carry traffic generated by the development. See Exhibits 6-G and 6-H.

e. Approval of the request will not place an undue burden upon existing transportation or planned infrastructure facilities and will be served by streets. See Exhibit 6-H.

The request will not place an undue burden upon existing transportation or planned infrastructure facilities and will be served by streets with the capacity to carry traffic generated by the development.

f. Where applicable, the request will not adversely affect environmentally critical areas and natural resources.

The request will not adversely affect environmentally critical areas and natural resources. In fact, the project has been declared an Audubon International Certified Signature Sanctuary, and has significant amounts of nature preserve and open space features unique to developments within this area.

g. In the case of a planned development rezoning, the decision of the hearing examiner must also be supported by the formal findings required by sections 34-377(a)(2) and (4)

h. Where the change proposed is within a future urban area category, the hearing examiner must also find that urban services, as defined in the Lee Plan, are, or will be, available and adequate to serve the proposed land use.

i. Urban services, as defined in the Lee Plan, are, or will be, available and adequate to serve the proposed land use. Services are all in place within the existing development at this time.

The recommendation made to the Board of County Commissioners must be supported by formal findings that address the guidelines set forth in section 34-145(d)(3) of this chapter. In addition, the findings must address whether the following criteria can be satisfied:

Please refer to Exhibits 6-G and 6-H.

a. The proposed use or mix of uses is appropriate at the subject location; See Exhibits 6-G and 6-H.

b. The recommended conditions to the concept plan and other applicable regulations provide sufficient safeguards to the public interest.

Sufficient safeguards to the public interest will be provided.

c. The recommended conditions are reasonably related to the impacts on the public's interest created by or expected from the proposed development.

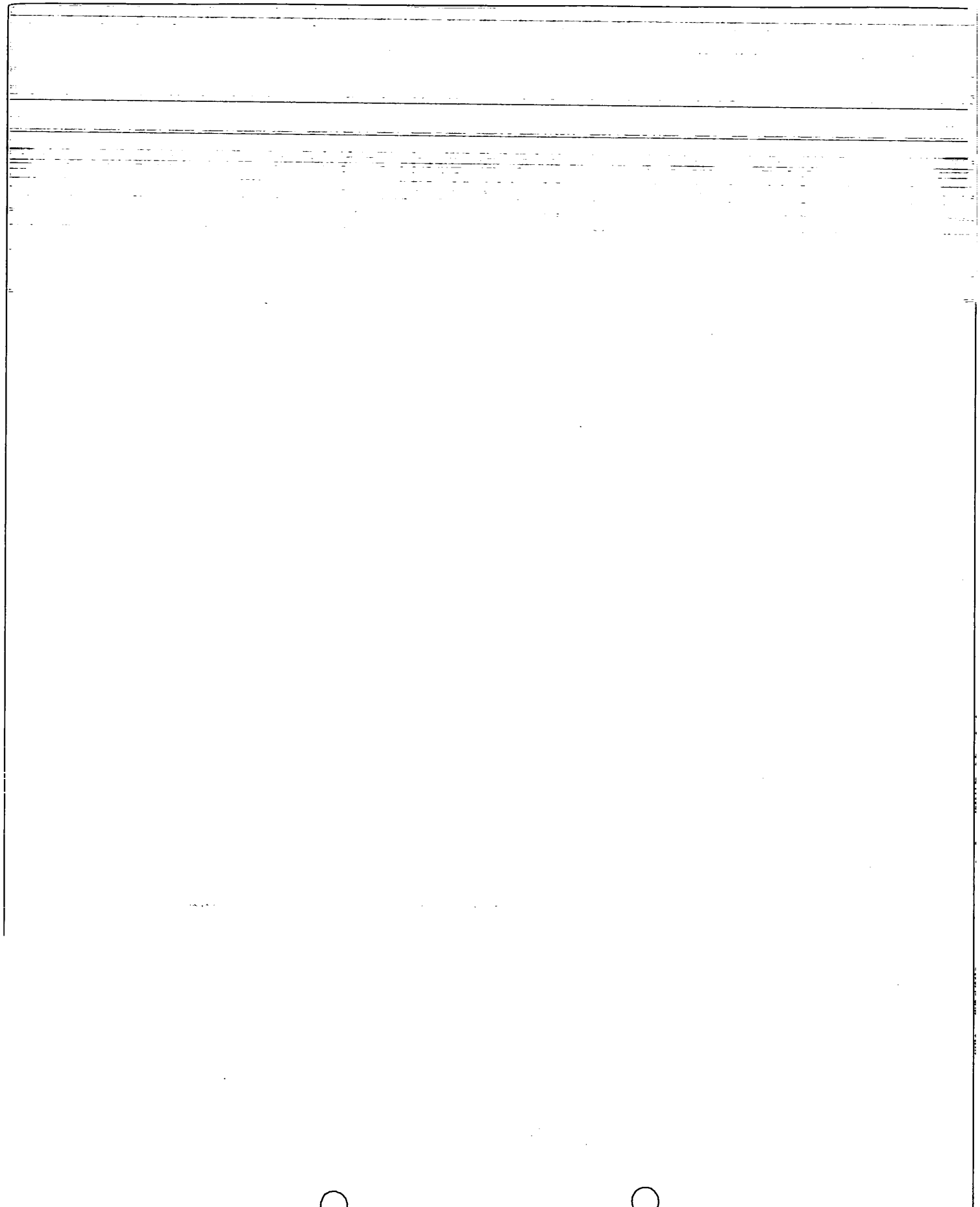
(4) If the application includes a schedule of deviations pursuant to section 34-412, the hearing examiner's recommendation must approve with modification or reject each requested deviation based upon a finding that each item:

a. Enhances the achievement of the objectives of the planned development; and

b. Preserves and promotes the general intent of this chapter to protect the public health, safety and welfare.

If the hearing examiner concludes that the application omits necessary deviations, he may include those omitted deviations in his recommendation without an additional hearing.

No additional deviations are being requested with this submittal.



Deed Restrictions/Covenants
for
West Bay Club

Master Declaration	OR Book 3064 Pages 1050-1107
Amendment	OR Book 3064 Pages 1107-1112
Amendment	OR Book 3105 Pages 0619-0622
Amendment	OR Book 3113 Pages 2140-2141
Amendment	OR Book 3279 Pages 1383-1386
Amendment	OR Book 3350 Pages 4429-4431
Amendment and Restated	OR Book 3357 Pages 0099-0168
Amendment	OR Book 4101 Pages 3994-3996

Exhibit - PH-3.L2

WEST BAY CLUB - 4 PARCEL ADDITION

PROTECTED SPECIES SURVEY

SEPTEMBER 2004

Prepared for:

West Bay Club Development
22051 Atlantic Gulf Blvd.
Estero, Florida 33928

Prepared by:

JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS, PLANNERS AND ECOLOGISTS
2158 Johnson Street
Fort Myers, Florida 33901

20044403

TABLE OF CONTENTS

		Page
1.0	INTRODUCTION	1
2.0	VEGETATION ASSOCIATIONS	3
3.0	SURVEY METHODOLOGY	4
4.0	RESULTS	7
5.0	DISCUSSION	8
6.0	GOPHER TORTOISE MANAGEMENT PLAN	9

Appendix A Aerial w/ FLUCFCS Map Overlay & Burrow Locations

Appendix B Gopher Tortoise Incidental Take Permit
(Illustrates existing tortoise preserves)

LIST OF FIGURES

Figure 1-1.	Project Location Map	2
Figure 3-1.	Transect Location Map	5

LIST OF TABLES

Table 3-1	Potential Protected Species and Associated FLUCFCS Codes	6

1.0 INTRODUCTION

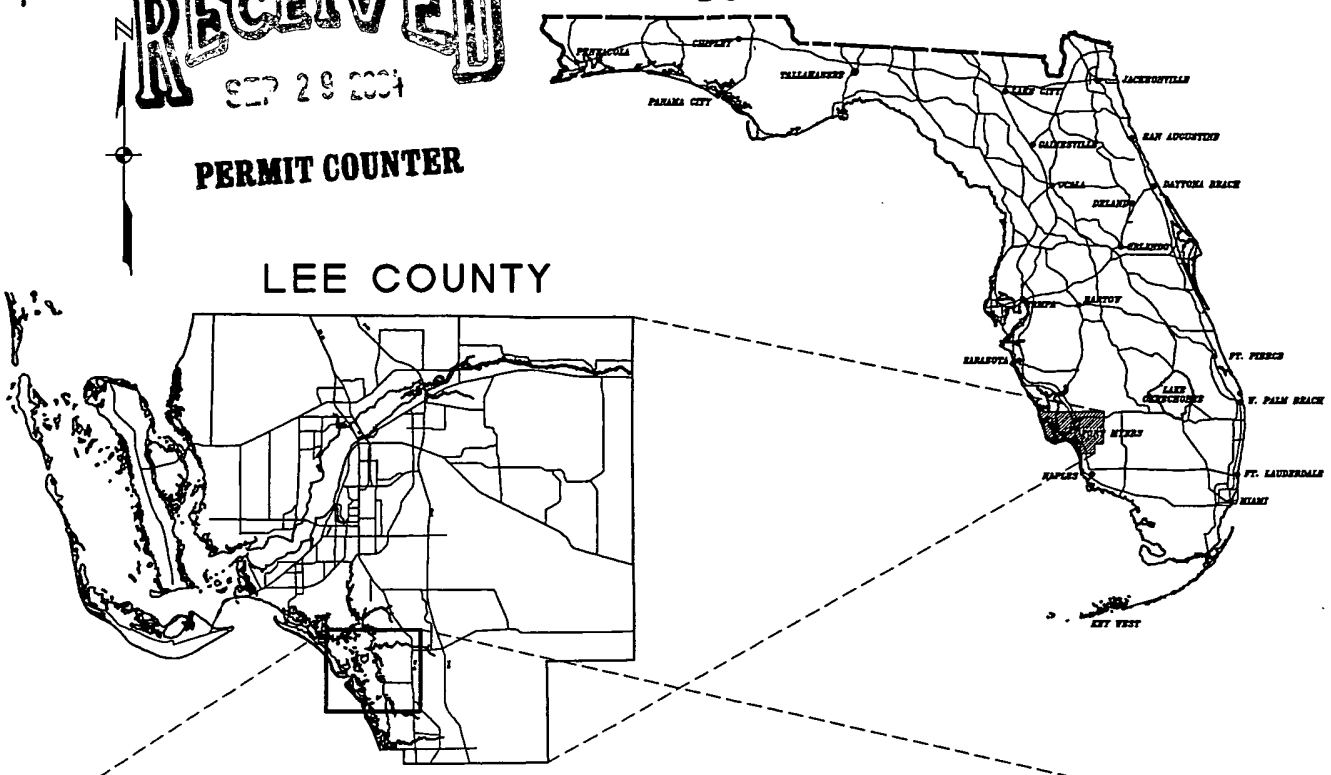
The West Bay Club Development is adding four (4) additional parcels (a total of 1.39 acres) that were not included in the original development. At time of original zoning, the parcels were not owned by the applicant. The proposed land addition has been purchased by West Bay Club and the zoning is being amended to include this acreage into the overall development. The parcels are located in Section 5, Township 47 South, Range 25 East, Lee County, Florida. Please see Figure 1 for a location map.

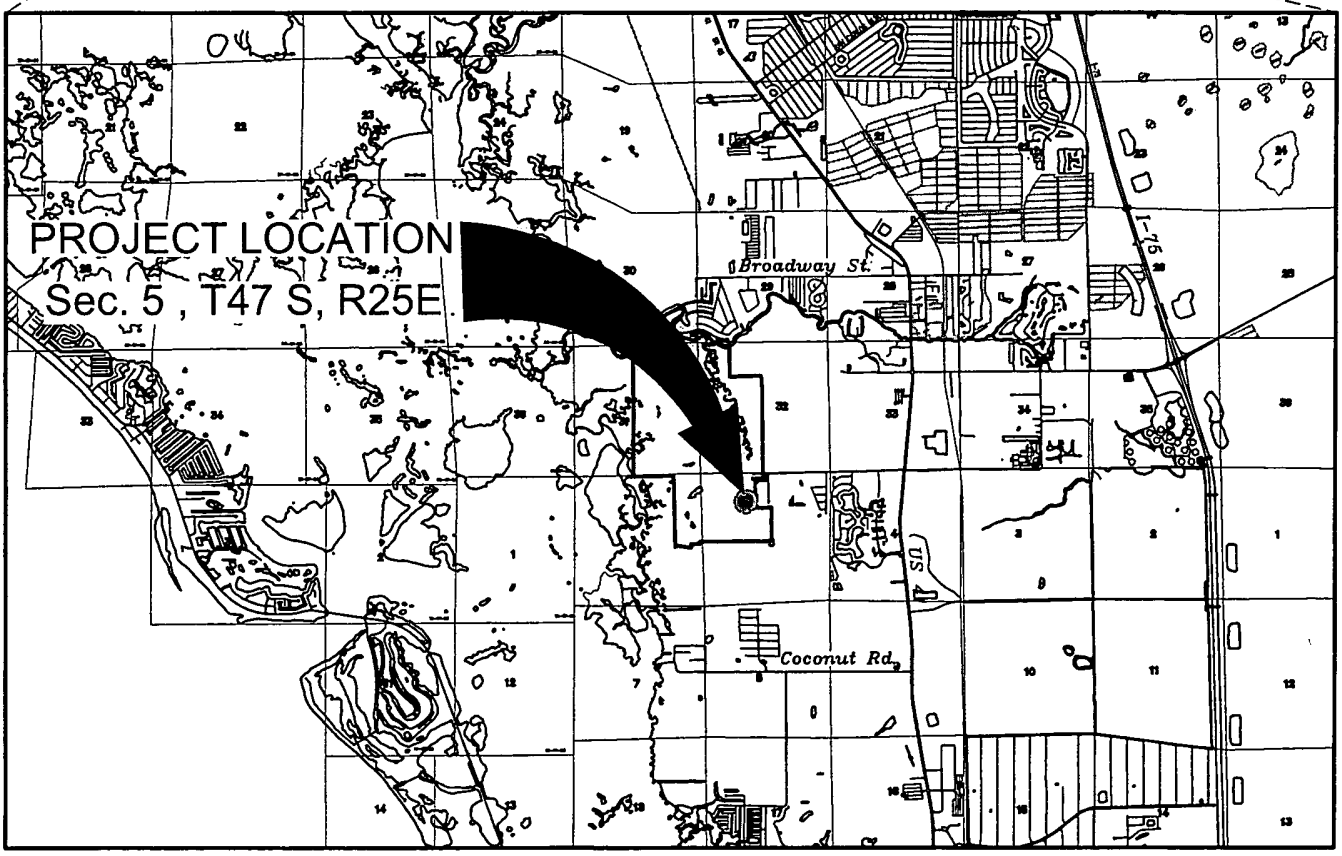
As part of the zoning amendment, a protected species survey (PSS) was conducted on the additional parcels, in accordance with Lee County development codes. The purpose of the PSS is to determine the extent of use by Lee County listed species on the additional acreage. The survey was geared specifically toward gopher tortoises (*Gopherus polyphemus*) and their burrows since gopher tortoises were a listed species concern during the original overall development of West Bay Club.

The following information outlines the vegetation associations found onsite, the survey methodology used for the PSS, a results section, and a proposed gopher tortoise management plan.

RECEIVED
SEP 29 2004
PERMIT COUNTER

DCI2004-00046





J:\20044403\LocMap.dwg (Cover) MAB Sep 21, 2004 - 2:18pm

JOHNSON ENGINEERING
2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

West Bay Club
Location Map

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
Sept. 2004	20044403		N.T.S.	1

2.0 VEGETATIVE ASSOCIATIONS

The cover and vegetation association types were classified according to Level III and IV of the Florida Land Use, Cover and Forms Classification System (FLUCFCS). The FLUCFCS map overlaid on an aerial can be found in Appendix A. A brief description of each surveyed FLUCFCS code is given below.

FLUCFCS 411 – Xeric Pine Flatwoods w/ Oak (0.92 Ac.):

This upland habitat is found on approximately the western two-thirds of the property. The canopy is characterized primarily by slash pine (*Pinus elliottii*) and scattered live oak (*Quercus virginiana*). The mid-canopy consists of wax myrtle (*Myrica cerifera*), rusty lyonia (*Lyonia ferruginea*), cabbage palm (*Sabal palmetto*), oak, and scattered melaleuca (*Melaleuca quinquenervia*). The ground cover is primarily saw palmetto (*Serenoa repens*) with wiregrass (*Aristida stricta*), finger grass (*Eustachys petraea*), runner oak (*Quercus pumila*), penny royal (*Piloblephis rigida*), grapevine (*Vitis rotundifolia*), and greenbriar (*Smilax spp.*).

FLUCFCS 615 – Halfway Creek and Adjacent Wetlands (0.47 Ac.)

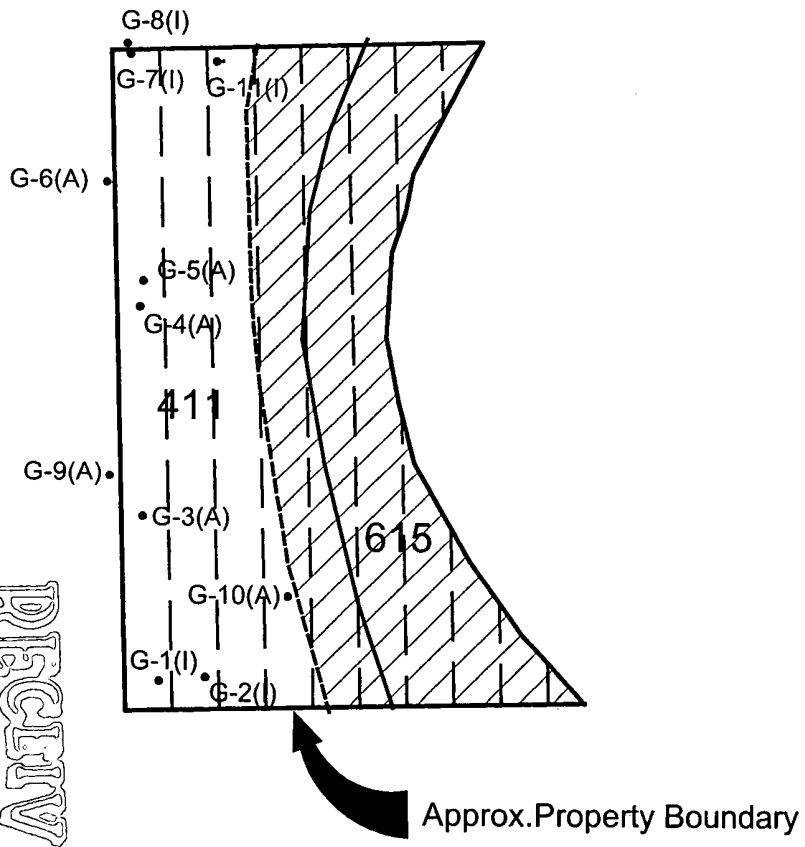
Halfway Creek runs near the eastern property line. Adjacent to Halfway Creek are wetlands containing a mix of cypress (*Taxodium distichum*), laurel oak (*Quercus laurifolia*), live oak, and cabbage palm. The mid-canopy contains wax myrtle, myrsine (*Rapanea punctata*), cabbage palm and cypress. The groundcover consists primarily of swamp fern (*Blechnum serrulatum*). This FLUCFCS code, along with an adjacent upland buffer (FLUCFCS 411) appears to be part of a SFWMD Conservation Easement, as indicated by field signage. This area is not proposed to be impacted by development.

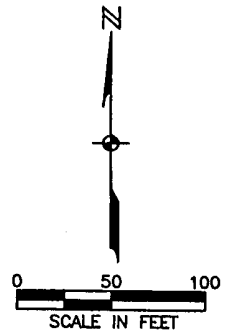
3.0 SURVEY METHODOLOGY:

The PSS was conducted by a Johnson Engineering ecologist on September 9, 2004, from approximately 1:00 p.m. – 3:30 p.m. Weather conditions were hot and humid with partly cloudy skies, winds from the southwest at 0–5 mph, and temperatures in the upper-80s to low-90s.

The survey was conducted utilizing the "Meandering Strip Census" methodology. A series of parallel transects were conducted in the field spaced approximately twenty-five (25) feet apart in width. Transects were designed to achieve a minimum eighty (80) percent survey coverage overall. (Please see Figure 3-1 for approximate transect locations). However, in the upland area where gopher tortoise burrows were known to exist, survey coverage was increased to approximately 95%. Table 3-1 lists the potential protected species that could occur in each habitat and also lists all of the species surveyed for in the field.

Each gopher tortoise burrow observed in the field was flagged and labeled and its approximate location was GPS located and noted on an aerial photograph. Burrows were assigned a status of Active, Inactive, or Old based on observations of the burrow and the immediate surroundings.





FLUCFCS CODE	DESCRIPTION	APPROX. ACREAGE	USACOE STATUS	STATE STATUS
411	Xeric Pine Flatwoods w/ Oak	0.92	N	N
615	Halfway Creek and adjacent wetlands	0.47	W	W
	Total	1.39		

LEGEND
N= Non Wetland
W= Wetland
Approx. area under SFWMD Conservation Easement
Transect location

NOTES
1. Nomenclature and delineations as per Florida Land Use, Cover and Forms Classifications System (FLUCFCS)
2. The FLUCFCS lines and acreages have been estimated from a November 2002 Florida digital aerial image and are approximate.
3. Wetland jurisdictional lines shown have not been agency verified and are subject to change.

DCI2004-00046

PERMIT COUNTER

RECEIVED
SEP 29 2004

J:\20044403\TransectLocation.dwg (TRANSECT) MAB Sep 22, 2004 - 1:23pm

West Bay Club

JOHNSON ENGINEERING

2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

Survey Transect Location Map

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
April 2004	20044403		Shown	3-1

Table 3-1 Potential Protected Species and Associated FLUCFCS Codes.

FLUCFCS Code	Description	Potential Protected Species
411	Xeric Pine Flatwoods w/ Oak	Eastern indigo snake Gopher tortoise Gopher frog Southeastern American kestrel Red-cockaded woodpecker Florida panther Big Cypress fox squirrel Florida black bear Fakahatchee burmannia Satin leaf Beautiful paw-paw Florida coontie
615	Halfway Creek and adjacent wetlands	American alligator Roseate spoonbill Limpkin Little blue heron Reddish egret Snowy egret Tricolored heron Wood stork Everglades mink Big Cypress fox squirrel Florida panther Florida black bear Twisted air plant

4.0 RESULTS:

A total of six (6) active and five (5) inactive gopher tortoise burrows were observed and flagged for a total of eleven (11) burrows. One (1) gopher tortoise was observed foraging onsite. No other signs of listed species were observed during the survey.

Based on the standard tortoise density of 0.614 gopher tortoises per active and inactive burrow determined by the Florida Fish and Wildlife Conservation Commission (FWC), it is estimated that seven (7) gopher tortoises inhabit the property. Please see the aerial photograph attached as Appendix A for gopher tortoise burrow locations.

Gopher Tortoise Calculations

The gopher tortoise survey covered approximately 95% of the tortoise habitat onsite. During the survey, eleven (11) Active and Inactive burrows were located onsite. Extrapolating this number to cover 100% of the site, it is estimated there are 11.58 (12) active and inactive burrows within the gopher tortoise habitat. The following formula was utilized to establish Extrapolated Active and Inactive burrows.

(Number of Active Burrows + Number of Inactive Burrows) x 100 / 95

(11 x 100) / 95 = 11.58 Active and Inactive Burrows.

Based on a tortoise density of 0.614, approximately 7 gopher tortoises inhabit the property. The following formula was utilized to estimate the number of tortoises onsite:

(Extrapolated Active and Inactive Burrows) x Density Conversion Factor =

(12) x 0.614 = 7.37 → 7 gopher tortoises onsite.

Gopher tortoise population density is estimated at approximately 7.61 tortoises per acre of tortoise habitat. Density of the tortoise population was estimated using the following formula:

(Number of Tortoises / Acres of Habitat)

[7 / 0.92 (acreage of upland habitat)] = 7.61 tortoises per acre

5.0 DISCUSSION:

The Lee County zoning process requires a management plan per LDC Section 10-474 that includes the proposed mitigation method and assurance that any tortoises will be relocated out of harms way prior to any clearing activities. An Incidental Take Permit (Permit # LEE-36) for gopher tortoises was obtained for the West Bay Club development on June 20, 1997. However, that permit did not include the 1.39-acres currently proposed for addition. It is the intent of the applicant to obtain an Incidental Take Permit from the FWC for the additional acreage and relocate any tortoises out of harm's way, in accordance with Lee County LDC Section 10-473, to the existing tortoise preservation areas within the West Bay Club development.

6.0 GOPHER TORTOISE MANAGEMENT PLAN

The FWC prohibits the disturbance of gopher tortoises, their eggs, and their burrows without a permit. Additionally, Lee County Staff requires that all gopher tortoises be relocated out of harm's way during construction activities. The applicant is seeking to obtain an Incidental Take Permit for the gopher tortoises from the FWC. Tortoises will be relocated out of harm's way to the existing tortoise preserves within the West Bay Club development. These are permanent tortoise preserves under conservation easement. Please see enclosed in Appendix B, a copy of the original Incidental Take Permit for West Bay Club that illustrates these preserve areas.

Based on density calculations in section 4.0, approximately seven (7) gopher tortoises must be relocated prior to clearing activities. All of the impacted active and inactive tortoise burrows will be carefully excavated with the use of a backhoe, PVC pipe, shovels, and hand digging. The burrows will be scoped with a gopher tortoise camera to help determine occupancy by gopher tortoises and/or commensal species prior to excavation. All recovered tortoises will be relocated to the existing tortoise preservation areas within the development. Starter burrows will be dug for the tortoises if existing burrows in the relocation area are not available at time of relocation. If necessary, the relocation area will be surrounded with buried silt fencing until land clearing activities are completed on the additional 4 parcels.

The following is an outline that specifies the activities necessary to complete the tortoise relocation and the order in which they must be performed:

a. A Vegetation Removal Permit will be obtained for the installation of gopher tortoise fencing (buried silt fence) around the chosen tortoise preserve, if required.

b. Once the relocation area is inspected by County staff, a Vegetation Removal Permit will be obtained for the relocation of tortoises from the additional 4 parcels. A copy of the Incidental Take Permit from the FWC will be furnished to Division of Environmental Sciences staff prior to issuance of the Vegetation Removal Permit.

c. Tortoise burrow excavation will commence by maneuvering a ½ inch PVC pipe into the burrow so that the location of the passage is clearly visible throughout excavation. The excavation will be conducted using a backhoe or hand shovel

depending on burrow depth, and the equipment's accessibility to the burrow. Excavation will reach the end of the burrow, and all tortoises and commensal species observed inside will be transported to the tortoise preserve area.

d. At the conclusion of construction activities, the tortoise fence will be removed to allow tortoises free roam of the property. Adequate burrowing and foraging areas for tortoises exist within the previously approved tortoise preserve areas.

Calculations for Gopher Tortoise Incidental Take Permit

Since the tortoise density is greater than 0.8 tortoises per acre, the impacted habitat is considered "valuable" and a conversion factor of 25% is utilized to calculate required habitat mitigation. Utilizing the 25% Conversion Factor, as provided by the FWC mitigation ratio table, the 0.92 acres of tortoise habitat will necessitate 0.23 acres of tortoise habitat mitigation. The calculations for determining the conversion factor and required mitigation are below:

(Conversion Factor x Impacted Habitat)

(25% x 0.92 Ac) = 0.23 acres of protection acreage required

Using the current fee schedule, the estimated mitigation fee will be $1,401.39. The following calculation was utilized to calculate mitigation fees:

(Mitigation Fee Per Acre) (Required Mitigation Habitat)

($6,093 per acre) (0.23) = $1,401.39

APPENDIX A

FLUCFCS Map with Burrow Locations

APPENDIX B

Copy of Incidental Take Permit # LEE-36 (Illustrates Existing Tortoise Preserves)

FLORIDA GAME AND FRESH WATER FISH COMMISSION

JULIE K. MORRIS, Sarasota
QUINTON L. HEDGEPETH, DDS, Miami
MRS. GILBERT W. HUMPHREY, Miccosukee
THOMAS B. KIBLER, Lakeland
JOE BRUNER, Destin

June 20, 1997

ALLAN L. EGBERT, Ph.D., Executive Director
VICTOR J. HELLER, Assistant Executive Director

OFFICE OF ENVIRONMENTAL SERVICES
BRADLEY J. HARTMAN, Director
FARRIS BRYANT BUILDING
620 South Meridian Street
Tallahassee, FL 32399-1600
(904) 488-6661
SUNCOM 278-6661
FAX (904) 922-5679
TDD (904) 488-9542

Mr. Mike Dady
Atlantic Gulf Communities, Inc.
2601 South Bayshore Drive
Miami, FL 33143

Re: Gopher Tortoise Incidental Take Permit
#LEE-36, Lee County

Dear Mr. Dady:

Enclosed is permit LEE-36 for the incidental taking of gopher tortoises, their eggs and their burrows within the development boundaries specified. The application for this permit was complete as of June 16, 1997.

Please contact me or Ms. Kim Dryden at (941) 575-5765 if you have any questions regarding this permit.

Sincerely,

Bradley J. Hartman, Director
Office of Environmental Services

BJH/tgw
ENV 3-2/5
Enclosure
gtpermit.ltr
cc: Lee County Planning Department
Mr. Mike Kemmerer, South Region, GFC
Major Buckhalter, South Region, GFC
Ms. Kim Dryden, OES, GFC
Mr. Paul Owen, Johnson Engineering, Inc.
Ms. Angela Williams, Division of Wildlife, GFC

RECEIVED
SEP 29 2004
PERMIT COUNTER

RECEIVED
JUL 28 1997
Johnson Engineering

DCI2004-00046

PERMIT FOR TAKING OF GOPHER TORTOISES AND THEIR BURROWS

Chapter 39-27.002(4) F.A.C.

STATE OF FLORIDA GAME AND FRESH WATER FISH COMMISSION

Issuance Date:	June 20, 1997
Permittee:	**Atlantic Gulf Communities, Inc.**
Permittee Address:	2601 South Bayshore Drive Miami, FL 33143 ATTN: Mr. Mike Dady
Consultant:	Mr. Paul Owen Johnson Engineering, Inc. 2158 Johnson Street Fort Myers, FL 33902-1550
Permit Number:	LEE-36

Location of Affected Site: 828.1 acres of the 866.4-acre Estero Pointe Residential Planned Development, including 324.3 acres of gopher tortoise habitat, located west of U.S. 41, south of and adjacent to the Estero River, and north of Bonita Springs, in portions of Sections 31 and 32, Township 46 South/Range 25 East and Sections 5 and 6, Township 47 South/Range 25 East in southwestern Lee County (see Attachments 1 and 2).

Permitted Action: The permittee or its agents are authorized to take gopher tortoises, their eggs and their burrows within the development boundaries specified on the attached Figure 2 (excluding other Conservation Areas, Golf Course Roughs, and Upland Buffer Areas totaling 38.3 acres) where such taking is incidental to development activities. The criteria of Rule 39-27.002(4), F.A.C., have been satisfied and the taking, as conditioned below, will not be detrimental to the survival potential of the species.

Provisions/Conditions:

1. The applicant shall protect 41.1 acres of gopher tortoise habitat located within the habitat preservation areas, as identified on the attached Figure 3, by placing the referenced acreage under a perpetual conservation easement approved by and granted to the Florida Game and Fresh Water Fish Commission (GFC). The permittee shall record the approved and signed conservation easement in the Lee County plat records and send an original of the recorded easement to the GFC at the Office of Environmental Services, 620 South Meridian Street, Tallahassee, FL 32399-1600.

2. The applicant shall also contribute to the acquisition of 7.2 acres of tortoise habitat by paying $29,894.00 ($4,152.00 X 7.2 acres) to the Land Acquisition Trust Fund, Southwest Florida account, of the Florida Game and Fresh Water Fish Commission (GFC). Payment shall be sent to Florida Game and Fresh Water Fish Commission, 620 South Meridian Street, Tallahassee, Florida 32399-1600.

3. The permit will not go into effect until the latest effective date of:

   a) 21 days from the date of receipt of this notice, or if a petition for Administrative Hearing is timely filed, until the petition is resolved; or

   b) the date that the permittee has obtained a receipt from the GFC for the mitigation funds specified under condition #1; or

   c) the date that the permittee is in possession of a notice from the GFC acknowledging receipt of an original approved, executed and recorded conservation easement to the GFC for the area described in Condition 1 above.

4. The permittee shall have the obligation to manage and maintain the conservation easement lands as habitat for the gopher tortoise in perpetuity as described in the Gopher Tortoise Population Study and Habitat Preserve Management Plan for Estero Pointe, dated July 1996, modified December 1996, April 1997, and June 1997 (incorporated herein by reference).

5. The permittee shall clearly mark the boundaries of the conservation easement area and permanently maintain the boundary markers so that the area perimeters are clearly discernable to GFC personnel who inspect the site in the future.

6. Receipt of payment must occur in a timely manner so that regional habitat conservation areas can be purchased. This payment shall be made within 6 months from the date of this notice. If the payment is not received within the specified time period, this permit is subject to being voided.

7. This permit does not relieve the permittee from any other "taking" requirements by the U.S. Fish and Wildlife Service (USFWS) or the GFC as to other listed species. Specifically, this permit does not authorize any destruction of scrub jays, bald eagles, or scrub jay or bald eagle habitat. Consultation with the USFWS should be sought if this species is present.

8. The permittee or its approved agents are authorized to move tortoises, at their discretion, within the Estero Pointe property boundaries, to minimize taking. This permit does not authorize the permittee or its agents to possess or move tortoises off the contiguous ownership of the permittee nor to move tortoises into areas previously authorized as a

relocation site by a GFC permit. A separate relocation permit from the GFC shall be required for those activities.

9. This permit does not authorize any taking of gopher tortoises beyond that which is a direct result of development activities or the on-site movement of animals addressed in Condition #8. Any other form of taking or relocation will require a separate permit from the Executive Director.

10. This permit must be available for inspection at all times while engaged in the permitted activities.

11. This permit is transferrable to subsequent owners of the property.

Notice of Rights Statement: In accordance with Rules 28-5.111 and 28-6.008, F.A.C., and Section 120.60, F.S., any party may request a hearing on this matter pursuant to Section 120.57, F.S., by filing a completed Elections of Rights form (copy attached) by certified mail, return receipt requested, with the undersigned within twenty-one (21) days of receipt of this notice. If timely requested and a hearing is granted, the hearing will be conducted under the procedures established by Section 120.57, F.S. A party will be given the opportunity to be represented by counsel or other qualified representative, to take testimony, to call and cross-examine witnesses, and to have subpoenas issued on your behalf.

Allan L. Egbert, Ph.D.
Executive Director

By: Bradley J. Hartman

ENV 3-2/5
estptgt
Attachments:

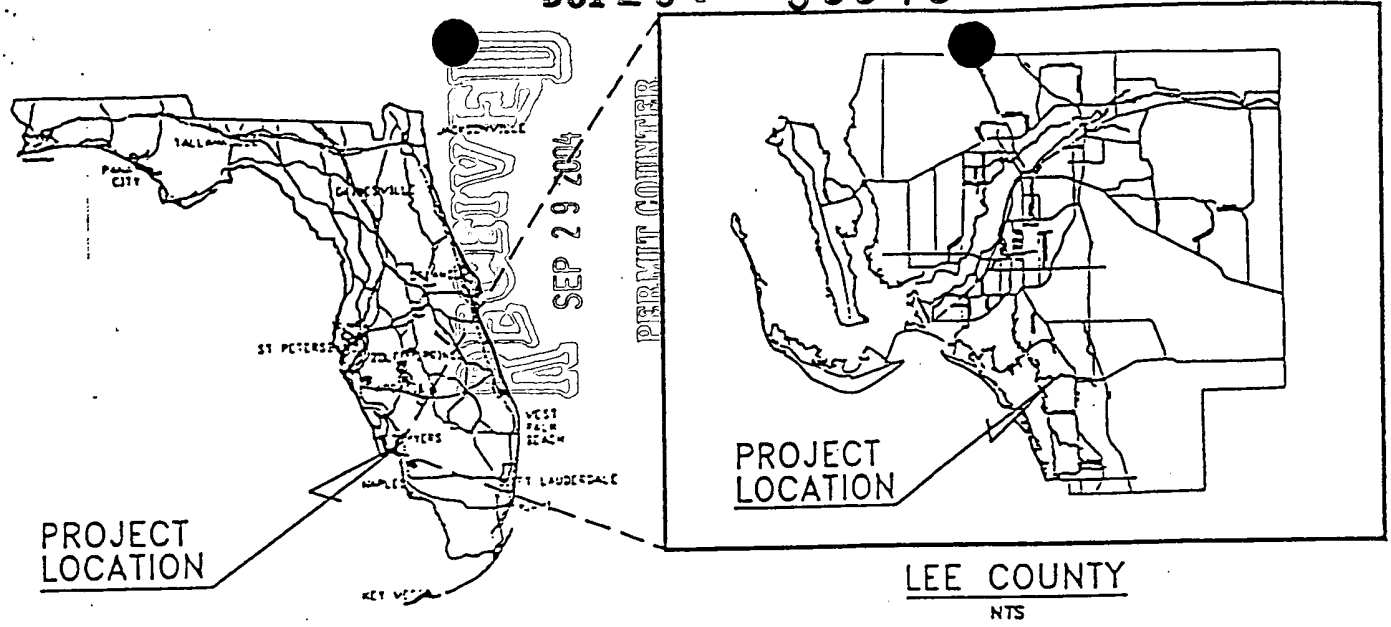
1. Figure 1, Location Map
2. Figure 2, Gopher Tortoise Take Area
3. Figure 3, Gopher Tortoise Habitat Preservation Areas
4. Elections of Rights form

RECEIVED
SEP 29 2004
PERMIT COUNTER

DCI2004-00046

DCI2004-00046

SEP 29 2004
PERMIT CENTER



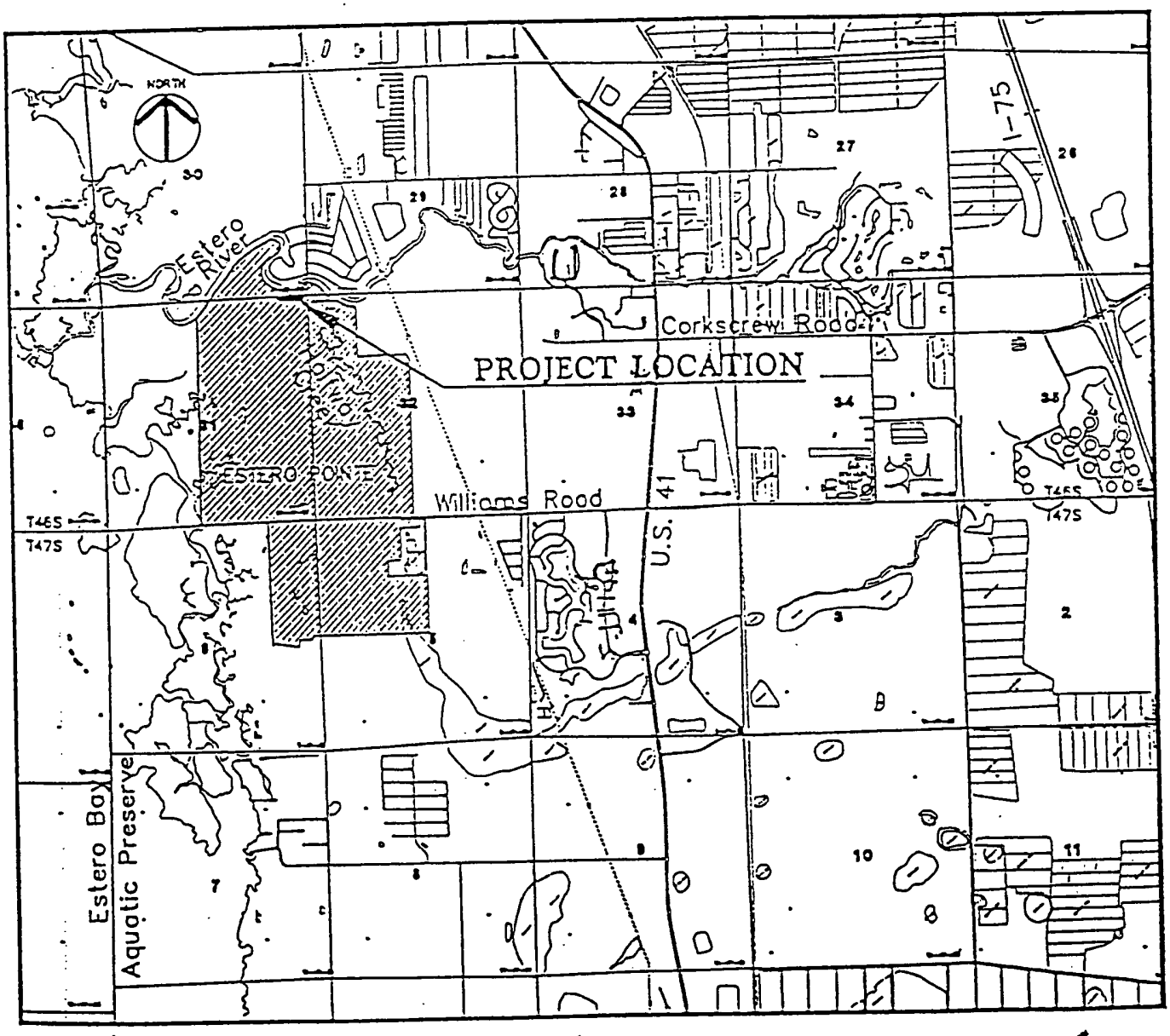
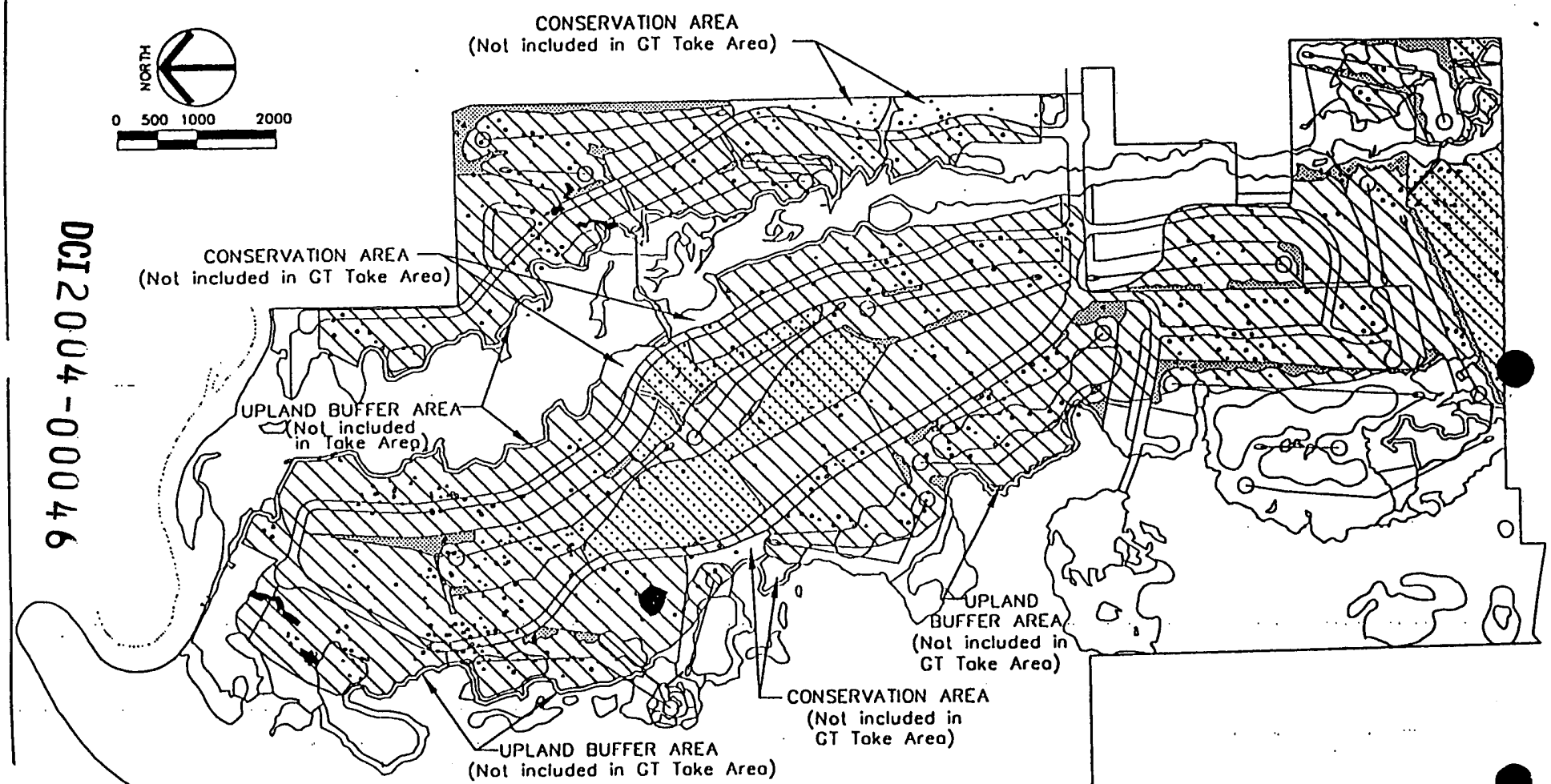


FIGURE 1
PROJECT LOCATION MAP

DOT 20852P03.DWG
16-95



DCI2004-00046

LEGEND:

- GOPHER TORTOISE INCIDENTAL TAKE AREA (324.3 AC.)
- GOLF COURSE ROUGHS (16.1 AC.)(NOT INCLUDED IN TAKE AREA)
- WETLAND AREAS (NOT INCLUDED IN TAKE AREA)
- GOPHER TORTOISE HABITAT PRESERVATION AREAS
- ACTIVE GOPHER TORTOISE BURROW LOCATION
- INACTIVE GOPHER TORTOISE BURROW LOCATION
- WETLAND LINE

REV. 3-21-97
REV. 1/12/97
REV. 8/30/96
REV. 5/20/96

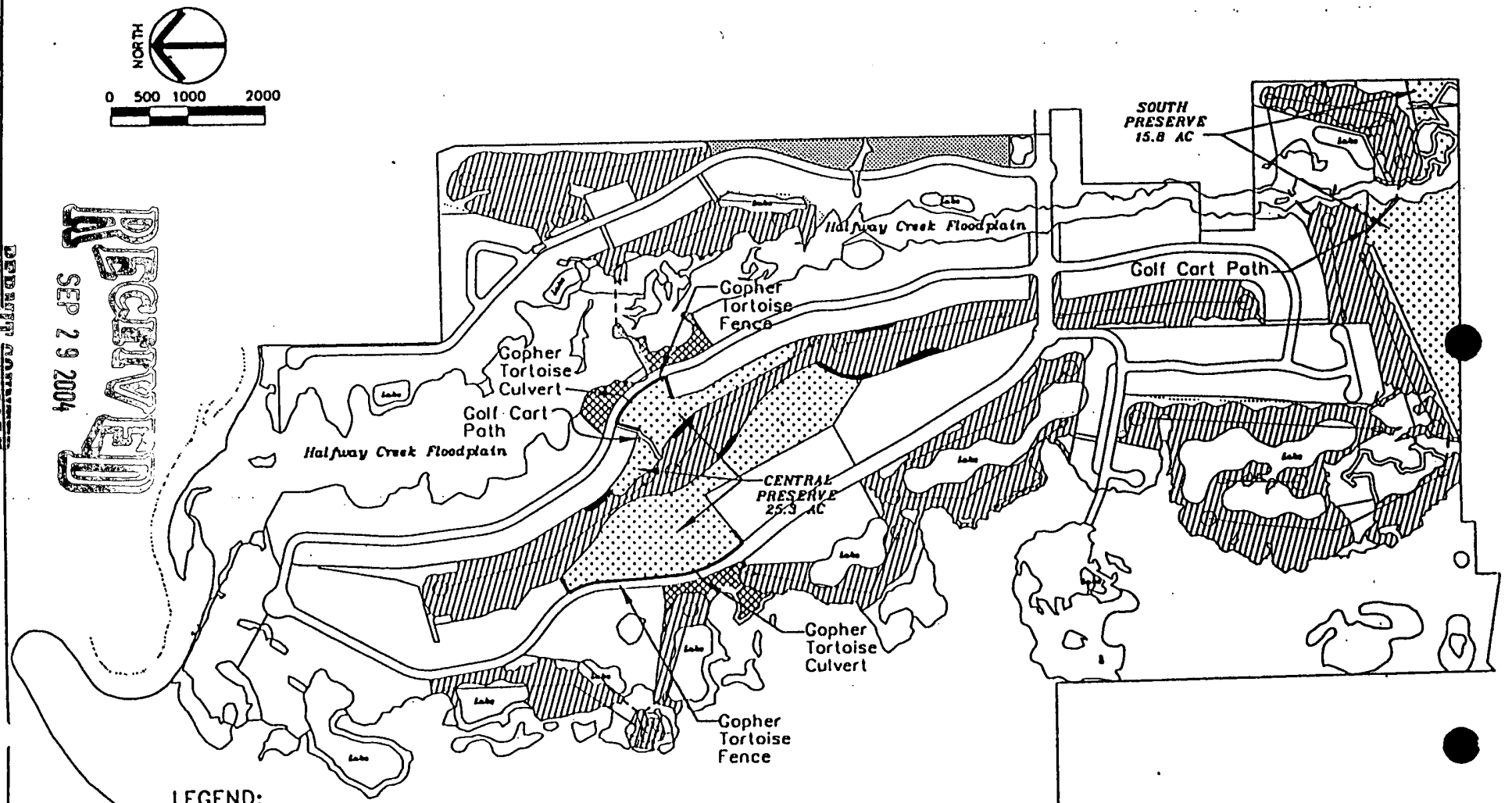
RECEIVED
SEP 29 2004
PERMIT COUNTER

DOT 20831 20832CO2.DWG
8-30-96

FIGURE 2
GOPHER TORTOISE TAKE AREA
ESTERO POINTE
ATLANTIC GULF COMMUNITIES

JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
18501 MURDOCK CIRCLE, SUITE 404, PORT CHARLOTTE, FLORIDA 33948, PHONE (941) 625-0910

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
2-26-96	20832	30-46-25	1" = 1000'	1 OF 1



CLEARED
SEP 29 2004
PERMIT COURIER

DCI2004-00046

FIGURE 3

GOPHER TORTOISE HABITAT PRESERVATION AREAS

ESTERO POINTE
ATLANTIC GULF COMMUNITIES

REV. 3/21/97
REV. 1/10/97
REV. 9/12/96
REV. 8/30/96
REV. 7/1/96
REV. 5/20/96

DOT 20831\20832GO1.DWG

8-30-96

JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
18501 MURDOCK CIRCLE, SUITE 404, PORT CHARLOTTE, FLORIDA 33948, PHONE (941) 625-9910

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
2-26-96	20832	30-46-25	1" = 1000'	1 OF 1

PERMIT #LEE-36

STATE OF FLORIDA
GAME AND FRESH WATER FISH COMMISSION

ELECTION OF RIGHTS

I have read the Explanation of Rights form and understand my options. (You may select one of the options below and return with this form to the Florida Game and Fresh Water Fish Commission (Commission) no later than twenty one (21) days from the receipt of the Notice of Agency Action).

1. ( ) I do not dispute the allegations of fact in the Notice of Agency Action but do wish to be accorded an informal hearing or proceeding, pursuant to Section 120.57(2), Florida Statutes, at which time I will be permitted to submit oral or written evidence in mitigation of the complaint to the agency head or his representative.

2. ( ) I do dispute the allegations of fact contained in the Notice of Agency Action, submit an attached statement of all disputed allegations of fact, and request a formal hearing, pursuant to Section 120.57(1), Florida Statutes, before a hearing officer appointed by the Division of Administrative Hearings.

3. ( ). I do not dispute the allegations of fact in the Notice of Agency Action and waive my right to object or to be heard.

I have read and understand the Election of Rights form and understand that I have the right to be represented by counsel at either an informal or formal

hearing. I also understand that I must attach a petition or written statement of the disputed issues of fact to this request if I have requested a formal hearing.

Please sign and state your current address and telephone number:

Date	Signature
Attorney's name and address	Address

Please mail form to:

Office of the General Counsel
Florida Game and Fresh Water
Fish Commission
620 South Meridian Street
Tallahassee, Florida 32399-1600

OES

DAVID PLUMMER & ASSOCIATES

TRANSPORTATION • CIVIL • STRUCTURAL • ENVIRONMENTAL

1531 HENDRY STREET
FORT MYERS, FL 33901
239 332-2617 FAX: 239 332-2645
E-mail: dpafm@peganet.net

August 20, 2004

Mr. Gene Edens
West Bay Club
4600 West Bay Boulevard
Estero, FL 33928

RE: **West Bay Club Traffic Circulation Study, #04606**

Dear Gene,

Attached please find the final report titled, West Bay Club Traffic Circulation Study, dated August 20, 2004.

As we discussed, West Bay Boulevard will operate at a Level of Service "C" with the proposed high-rise rezoning. Per Lee County Generalized Peak Hour Directional Service Volumes for Urbanized Areas (d:\los02\input1), a Level of Service "C" is the highest attainable level of service for two-lane collector roads in Lee County.

If you should have any questions concerning the attached, please do not hesitate to contact these offices.

Very truly yours,

George T. Swartz, Jr.
GTS:sw
04606:Edens_082004

cc: Stephanie Keyes

RECEIVED
AUG 27 2004
PERMIT COUNTER

DCI 2004-00046

WEST BAY CLUB
TRAFFIC CIRCULATION STUDY

Introduction

The West Bay Club is an approved residential development, originally approved in March 1996 (Z-96-005). The West Bay Club is located west of US 41 at the western terminus of Williams Road (Exhibit 1).

The original West Bay Club zoning was supported by a traffic impact statement prepared by DPA. That study is titled Estero Point (RPD) Traffic Impact Statement and dated April 4, 1995.

The original traffic impact statement in support of the original rezoning considered a total of 1,121 residential units, including 897 multifamily units, both low rise and high rise.

West Lake Court is a subdivision within West Bay Club, which was originally zoned for multifamily high-rise condominiums. In February 2000, West Lake Court (Tract 3) was rezoned (ADD1999-00056) from 300 multifamily units to 13 single-family units. The total number of approved units remained the same for the West Bay Club. The West Bay Club retained the same number of residential units and shifted the multifamily units to other locations.

The West Bay Club is now proposing to rezone the West Lake Court subdivision back to its original multifamily, high-rise condominium dwelling units. This will now be more consistent with the original approval.

The purpose of this traffic study is to support the rezoning of West Lake Court and respond to comments from Lee County staff dated July 14, 2004, page 6, item 13 (Appendix A).

Trip Generation

The PM peak hour and daily trip generation for the approved and proposed West Lake Court and the entire West Bay Club were estimated based on the trip rates of the ITE report titled Trip Generation (Seventh Edition). The trip generation for the approved and proposed West Lake Court is summarized below. The ITE trip generation calculations are included in Appendix B.

West Lake Court
Trip Generation Summary
Total Trips

Land Use	PM Peak Hour In	PM Peak Hour Out	PM Peak Hour Total	Daily
Single-Family [1]	11	6	17	159
Multifamily [2]	66	42	108	1,386
Trip Difference	+55	+36	+91	+1,227

Footnotes:
(1) 13 single-family dwelling units, ITE LUC 210.
(2) 300 multifamily dwelling units, ITE LUC 230.

As shown and as expected, the condominium units at the West Lake Court will generate higher traffic volumes than the currently approved 13 single-family units. However, since the condominium units are consistent with the original approval, the trip generation should be very similar to the originally approved development.

The PM peak hour and daily trip generation for the originally approved West Bay Club was derived from the original TIS and is presented in Exhibit 2 and summarized below.

Originally Approved West Bay Club
Trip Generation
Net New External Trips

Land Use	Intensity	PM Peak Hour In	PM Peak Hour Out	PM Peak Hour Total
Single-Family	224 d.u.	129	64	193
Condominium	897 d.u.	230	106	336
Golf Course	18 holes	6	6	12
Total		365	176	541

The trip generation associated with the currently proposed development parameters was estimated using the trip generation rates of the ITE, Trip Generation, (Seventh Edition). The trip generation is presented in Exhibit 3 and summarized below.

Currently Proposed West Bay Club
Trip Generation
Net New External Trips

Land Use	Intensity	PM Peak Hour In	Out	Total
Single-Family	307 d.u.	161	86	247
Condominium	709 d.u.	192	85	277
Golf Course/Recreation	18 holes, tennis, park	6	9	15
Total		359	180	539

As shown, the currently proposed West Bay Club parameters, with West Lake Court converted back to multifamily condominiums, will generate approximately the same external trips as the originally approved development. Therefore, the external trips with the change should be essentially the same as originally forecasted.

Traffic Conditions Within West Bay Club

The increased trip generation as a result of the conversion from single-family to multifamily should be felt on some of the internal roadways within the West Bay Club and specifically on West Bay Boulevard between River Park and Chapel Trace.

To estimate the traffic volumes on the internal roadways within the West Bay Club and to determine the resultant levels of service, the traffic volumes for each subdivision within the West Bay Club were estimated and assigned to the internal roadway. The volumes include both the internal and external trips, as shown in Exhibits 4 and 5.

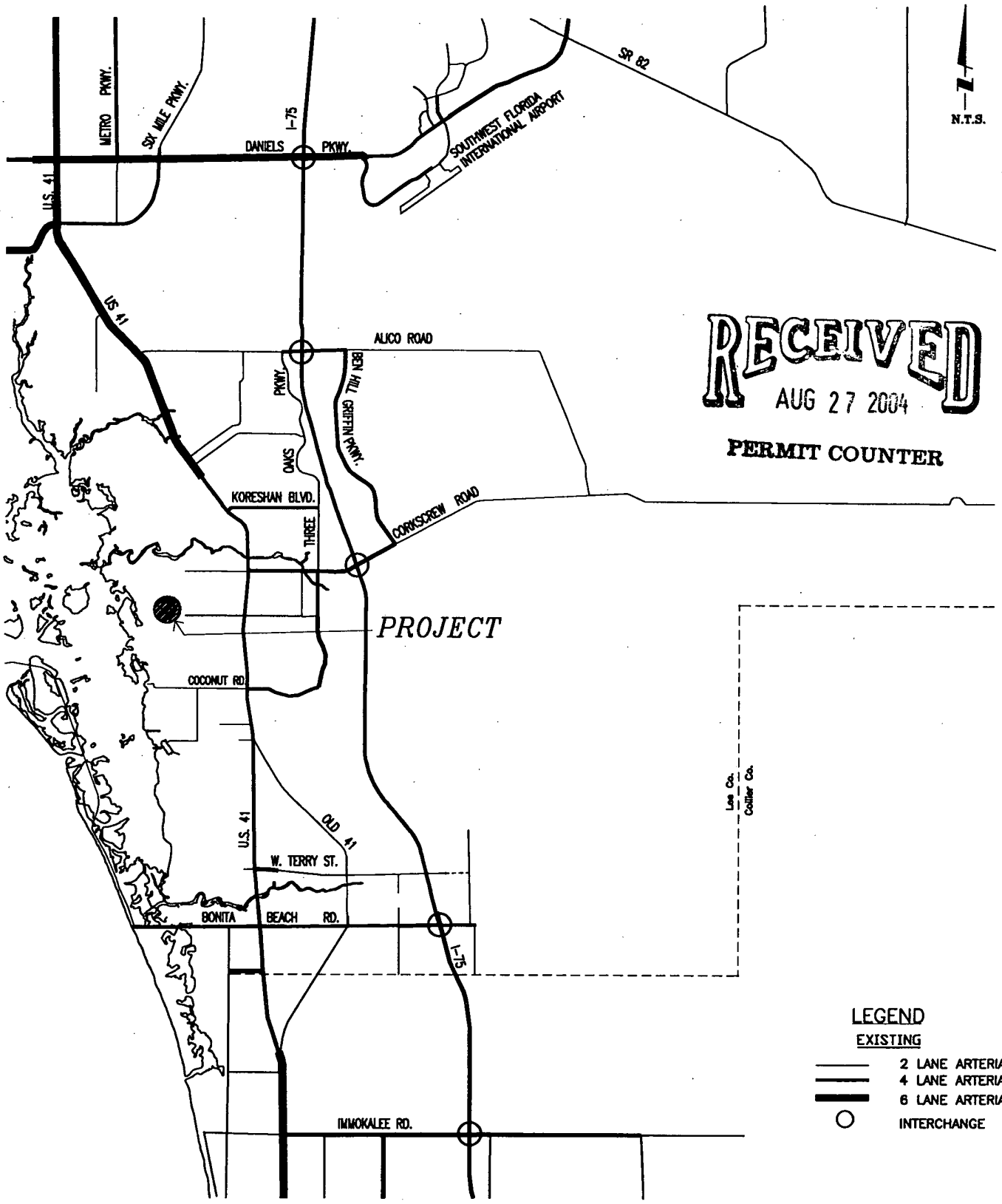
West Bay Boulevard and Chapel Trace are considered two-lane collector roadways and are forecasted to operate at a Level of Service "C", Exhibit 5.

It is unlikely that West Lake Court will increase traffic volumes on Chapel Trace or the other neighborhood side streets off of West Bay Boulevard including Baybridge Boulevard, Red Laurel Lane, and Riverbrooke Run.

Conclusion

The conclusions of the traffic analysis are as follows.

1. The proposed rezoning will not increase the external traffic volumes for the West Bay Club.
2. West Bay Boulevard and Chapel Trace will operate at LOS "C" with the conversion of West Lake Court back to multifamily condominium units.



RECEIVED
AUG 27 2004
PERMIT COUNTER

DCI2004-00046

dpa	WEST BAY CLUB TRAFFIC CIRCULATION STUDY	PROJECT LOCATION	04606\01A\0804 1

EXHIBIT 2

ORIGINALLY APPROVED TRIP GENERATION
ESTERO POINTE (RPD)
TRAFFIC IMPACT STATEMENT
APRIL 4, 1995

EXHIBIT 6
ESTERO POINTE RPD
TRIP GENERATION ESTIMATE

FILE: TGEN.WK1 04/04/95
JOB #: 94549

LAND USE	INTENSITY	ADJUSTMENT FACTORS(2)		PM PEAK (1) IN	PM PEAK (1) OUT	PM PEAK (1) TOTAL	DAILY (1)
Single Family	224 DUs	Total		145	78	223	2,169
		Internal	13%	16	14	30	289
		Net New		129	64	193	1,880
Multifamily	897 DUs	Total		248	128	376	4,206
		Internal	11%	18	22	40	443
		Net New		230	106	336	3,763
Golf Course	18 HOLES	Total		31	29	60	645
		Internal	80%	25	23	48	516
		Net New		6	6	12	129
Total		Total		424	235	659	7,020
		Internal	18%	59	59	118	1,248
		Net New		365	176	541	5,772

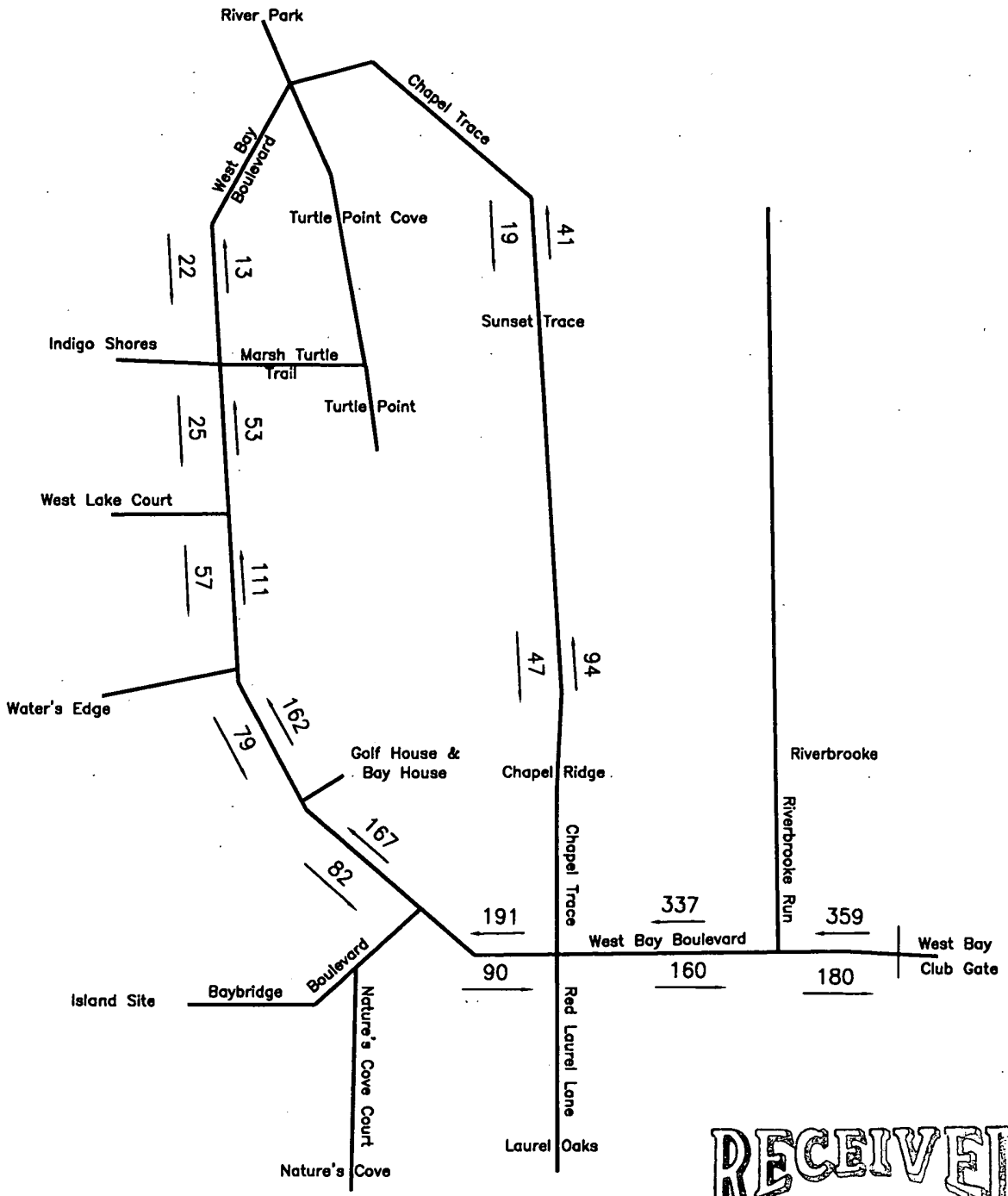
Footnotes:
(1) Based on Institute of Transportation Engineers (ITE) Trip Generation (5th Edition).
(2) Internal Trips: trip interchange between the golf course and residential and between single family and multifamily.

EXHIBIT 3

WEST BAY CLUB
TRIP GENERATION SUMMARY

			PM Peak [1] In	PM Peak [1] Out	Total	Daily [1]
Single-Family	307 d.u.	Total	185	109	294	2,918
		Internal [2]	24	23	47	467
		External	161	86	247	2,451
Multifamily	709 d.u.	Total	219	108	327	3,719
		Internal [2]	27	23	50	595
		External	192	85	277	3,124
Golf	18 holes	Total	22	28	50	643
		Internal [2]	18	22	40	514
		External	4	6	10	129
Tennis Courts	6 courts	Total	12	11	23	186
		Internal [2]	10	8	18	149
		External	2	3	5	37
Park	5.5 acres	Total	2	5	7	164
		Internal [2]	2	5	7	164
		External	0	0	0	0
Total		Total	440	261	701	7,630
		Internal [2]	81	81	162	1,889
		External	359	180	539	5,741

Footnotes:
(1) Based on ITE, Trip Generation (7th Edition).
(2) Internal Trips: trip interchange between the golf course, tennis courts, park and residential subdivisions.



LEGEND

XX Inbound

(XX) Outbound

RECEIVED
AUG 27 2004
PERMIT COUNTER
DCI 2004-00046

dpa	WEST BAY CLUB TRAFFIC CIRCULATION STUDY	PM PEAK HOUR TOTAL TRAFFIC VOLUMES AT BUILDOUT	04606/02A/0804 4

EXIHIBIT 5
WEST BAY CLUB INTERNAL TRAFFIC CIRCULATION
FUTURE TRAFFIC CONDITIONS AT BUILDOUT

PM PEAK HOUR

ROADWAY	FROM	TO	External Trips N/W	External Trips S/E	External Trips Total	Internal Trips N/W	Internal Trips S/E	Internal Trips Total	Total Trips N/W	Total Trips S/E	Total Trips Total	(1,2) LOS N/W	(1,2) LOS S/E
WEST BAY BLVD	West Bay Club Gate	Riverbrooke Run	359	180	539	0	0	0	359	180	539	C	C
	Riverbrooke Run	Chapel Trace	333	157	490	4	3	7	337	160	497	C	C
	Chapel Trace	Bay Bridge Blvd	179	74	253	12	16	28	191	90	281	C	C
	Bay Bridge Blvd	Golf House/Bay House	151	65	216	16	17	33	167	82	249	C	C
	Golf House/Bay House	Water's Edge Entrance	152	67	219	10	12	22	162	79	241	C	C
	Water's Edge Entrance	West Lake Entrance	98	43	141	13	14	27	111	57	168	C	C
	West Lake Entrance	Marsh Turtle Trail	40	12	52	13	13	26	53	25	78	C	C
	Marsh Turtle Trail	River Park Entrance	3	14	17	10	8	18	13	22	35	C	C
CHAPEL TRACE	River Park Entrance	South of Sunset Trace	41	19	49	7	4	11	41	19	60	C	C
	South of Sunset Trace	West Bay Blvd	90	42	132	4	5	9	94	47	141	C	C

Footnote:
(1) Level of service for a two-lane undivided collector roadway per Lee County Generalized Peak Hour Directional Service Volumes(d:los02\input1).
(2) The directional service volume for LOS "C" on a two-lane undivided collector roadway is equal to 530 trips.

APPENDIX A

LEE COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT STAFF COMMENTS
WEST BAY CLUB RPD
DCI2004-00046 – PDS APPLICATION (MINOR PD)

LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Bob Janes
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yeager
County Attorney

Diana M. Parker
County Hearing Examiner

Writer's Direct Dial Number: 239-479-8363

July 14, 2004

JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FL 33901

Re: WEST BAY CLUB RPD
DCI2004-00046 - PDS Application (Minor PD)

Dear JOHNSON ENGINEERING, INC. :

The Zoning Division has reviewed the information provided for the above zoning application. The Land Development Code requires additional information for the application to be sufficient. Please respond to each requirement not satisfied on the attached sufficiency checklists. For your assistance, we have enclosed any additional memoranda from the various Lee County reviewing agencies.

If you do not provide the requested supplements or corrections within 60 calendar days of this letter, the Code requires that this application be considered withdrawn. Please feel free to contact me or the staff reviewers if you have any questions.

Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT
Zoning Division

Bryan Kelner
Principal Planner

RECEIVED
AUG 27 2004
PERMIT COUNTER

cc: Pamela Houck, Division Director
Paul O'Connor, Planning
Joan Henry, Assistant County Attorney
Kim Trebatoski, Environmental Sciences
Roland Ottolini, Natural Resources
Andy Getch, LCDOT
Billie Jacoby, DCD Admin
Kim P. Hoskins, Development Review
DCI Zoning File
DCI Working File

Legal Requirements Sufficiency Checklist

6) All applications requiring a public hearing must include the following: [34-202(a)]

See below.

6c3) If the property encompasses 10 or more acres the survey must be tied to the state plane coordinate system for the Florida West Zone (North America Datum of 1983/1990 Adjustment). [34-202(a)(2)]

Please, tie and display at least (2) coordinates on two opposing corners on the Sketch that accompanies the legal description. "The county prefers that at least one of the coordinates be for the point of beginning". Thanks.

7) Miscellaneous Items.

1. The Disclosure of Interest Form must list the officers and stockholders of the Corporation and indicate their individual percentages of ownership.

2. Before the application can be found Sufficient, the following is needed. The applicant must schedule a public informational meeting with the Estero Planning Community Panel as required by Section [34-373(a)(10)]. Then, provide Staff with a summary memorandum of the meeting containing the following information: the date, time and location of the meeting; a list of attendees; a summary of the concerns of issues that were raised at the meeting; and a proposal for how the applicant will respond to any issues that were raised.

8) Contact. The Planner may be contacted regarding any questions on this Checklist.

Please contact Luis G. Machado, Planning Technician / Zoning at (239) 479-8485 or e-mail: lmachado@leegov.com

Environmental Sciences Planned Development Sufficiency Checklist

2) Protected Species Survey. A Protected Species Survey as required by LDC Section 10-473 must be provided for large projects (as defined in LDC Chapter 10) and Major Planned Developments . [34-373(b)(2)]

Please submit for the land being added.

3) Protected Species Management Plan. Protected species preserve areas must be indicated on the Master Concept Plan; a final management plan as required by LDC Section 10-474 is not required until time of local development order. [10-474]

Pending species survey.

13) Contact. The Environmental Planner may be contacted regarding any question on the Environmental Sciences Sufficiency Checklist.

Kim Trebatoski, Principal Environmental Planner
239-479-8183
trebatkm@leegov.com

Lee County Sufficiency Checklist for Planned Developments, Amendments, and Existing Developments Requesting Planned Development Zoning

1a) The application was signed by the owner of the property or an authorized representative. [34-201(a)(1)a.1.]

The Division of Corporations website states that Christopher McKenna is the Vice President of the corporation. Mr. McKenna must sign all documents (authorization, disclosures, etc.) in his corporate capacity (as V.P.).

1a) If the owner(s) has authorized an agent to prepare and sign the application and to represent him in all matters pertaining to the application, the agent must provide a document establishing his authority which has been signed by the owner and notarized by a notary public. [34-202(b)(1)c.]

See 1a), above

1c) The fee owner is a corporation, and a duly authorized corporate official initiated the application. [34-201(a)(1)a.3.]

See 1a), above

1c) The names of all parties having interest in the subject property including the names of all stockholders and the names of beneficiaries of trusts must be provided. [34-201(a)(1)a.3. & 34-202(b)(1)a]

The disclosure of interest form must state the individual shareholder and list the percentage owned of the corporation. Also, The STRAP number given is not valid and the attached list of STRAP #'s was not attached.

6e) Area location map. A map, at suitable scale, indicating the property described in the legal description. The map must be sufficiently referenced to known major streets or other physical boundaries so as to be clearly identifiable to the general public. [34-202(a)(4)]

Although the area location map shows the boundary of the West Bay Club RPD, please show with additional clarity the location of the two areas affected: Area 3 and the additional lands being added to the RPD.

6f) Property owners list. A complete list of all owners of property subject to this request and their mailing addresses must be provided. If multiple parcels are involved, a map showing the owner's interest must be provided. The names & addresses of property owners will be deemed to be those appearing on the latest county tax rolls. [34-202(a)(5)]

As of this writing, staff has requested the additional mailing labels for all property owners within the development.

12e2) Height. The maximum height, in feet and number of habitable stories, of any proposed buildings or structures. If parking under the buildings is proposed, the number of stories proposed for parking must be indicated and included in the total maximum height of the buildings. [34-373(a)(6)d.ii.]

Administrative Amendment ADD1999-00056, changed Area 3 from multiple family to single family residential development. The request is to reinstate the original approval, for Area 3, Resolution Z-96-005, which permitted multiple-family dwelling units. Deviation 9, Resolution Z-96-005, limited development areas 3, 4, and 5, to a maximum building height of 220 feet and are further limited to a maximum combined total of six multi-family buildings with a maximum total of 630 dwelling units. Of the six multi-family buildings permitted by Deviation 9, how many will the applicant be building on Area 3? Also, what will be the maximum height of the building(s)? Will they be high-rise or mid-rise?

12e3) Residential Dwelling Units. If residential is proposed, the maximum number of dwelling units by type. [34-373(a)(6)d.iii.]

Administrative Amendment ADD1999-00056, changed Area 3 from multiple family to single family residential development. The request is to reinstate the original approval, for Area 3, Resolution Z-96-005, which permitted multiple-family dwelling units. Deviation 9, Resolution Z-96-005, limited development areas 3, 4, and 5, to a maximum 630 dwelling units. However, no number of dwelling units is stated for each area. Given information requested for 12e2), above, what would the number of dwelling units be for Area 3?

12m) Location of Deviations. The location of any requested deviations, keyed to the schedule of deviations, including sample drawings demonstrating the effect the requested deviations will have on the site plan. [34-373(a)(6)l.]

In your application for public hearing, you reference a list of deviations and justifications - Exhibit PH-3.G1. These have not been recieved in the submittal package.

13) Traffic Impact Statement. A traffic impact statement must be provided in a format and to the degree of detail required by a form furnished by the county and in conformance with the adopted county administrative code. [34-373(a)(7)]

In your application for public hearing, you reference a waiver from a Traffic impact Statement. The Traffic Impact Statement waiver has not been recieved in the submittal package. Not withstanding the waiver, Administrative Amendment ADD1999-00056 changed Area 3 from multiple family dwelling units to single family dwelling units and this zoning action will be changing back to multiple family dwelling units. What will the traffic impacts be on the existing community in changing Area 3 from single family to multiple family?

13a) Upon written request, the director may waive the Traffic Impact Statement requirement for minor planned developments. [34-373(a)(7)]

In your application for public hearing, you reference waivers for FLUCCS Map, Protected Species Survey, and Traffic Impact Statement. These waivers have not been recieved in the submittal package. Please provide copies of the approved waivers.

15) Schedule of Deviations. A schedule of deviations and a written justification for each deviation requested as part of the master Concept Plan must be submitted. The location of each requested deviation must be indicated on the Master Concept Plan. [34-373(a)(9)]

See 12m), above.

16a) Surface Water Management System Description. A written description of the proposed surface water management system that includes: [34-373(b)(1)]

In your application submittal, you reference in the Table of Contents, Number 15 Surface Water Management Plan, however this was not include in the submittal package.

17) Waivers. Request(s) for waiver or modification must be submitted to the Director prior to submitting the application. A copy of the request and the Director's written response must accompany the application and will become a part of the permanent file. [34-202(a)]

In your application for public hearing, Table of Contents, you reference waivers for FIUUCS Map, Protected Species Survey, and Traffic Impact Statement. These waivers have not been recieved in the submittal package.

19) If project is located in the Estero Planning Community, applicant must submit a meeting summary document that contains the following information: the date, time, and location of the meeting; a list of attendees; a summary of the concerns or issues that were raised at the meeting; and a proposal for how the applicant will respond to any issues that were raised. [Lee Plan Policy 19.5.3.]

The project is located in the Estero Planning Community and a summary document that contains the following information: date, time, and location of the meeting; a list of attendees; a summary of the concerns or issues that were raised at the meeting; and a proposal for how the applicant will respond to any issues that were raised (Policy 19.5.3. of the Lee Plan). This item was listed in the applicants submittal package Table of Contents but the documentation was not included. Please provide the necessary documentation.

21) Miscellaneous Items.

A. Sheet 3 of the master concept plan has the property development regulations table with notes. Please review the table for completness The first reference note with the asterisk appears to be truncated. Also, the reference note "An overall imaximum of six (6) high rise buildings may be located within PODs 3, 4". Should this be PODs 3, 4, and 5?

B. Page 3, of the applicant's narrative, Proposed Development/Master Concept Plan, reference is made to 639 dwelliing units within Development Areas 3, 4, and 5. Should this figure be 630 dwelling units in Aeas 3, 4, and 5?

C. Page 3, of the applicant's compliance with the Land Development Code, item (i), the applicant states, "The proposed residential towers will be substantially buffered from existing surrounding uses" Please clarify. Will this be in excessive of what is already approved in Resolution Z-96-005?

D. See attached comments from The School District of Lee County dated, July 6, 2004.

E. Please provide staff with a copy of the Hearing Examiner's recommendation on Case No. 95-06-148.03Z, Resolution Z-96-005.

THE SCHOOL DISTRICT OF LEE COUNTY

2855 CENTRAL AVENUE • FORT MYERS, FLORIDA 33901-3916 • (239) 334-1102 • TTD/TTY (239) 335-1512

LEE COUNTY
RECEIVED
04 JUL -7 AM 8:58
COMM. DEV.
PUBL. WKS. CNTR.
SECOND FLOOR

JEANNE S. DOZIER
CHAIRMAN • DISTRICT 2

ELINOR C. SCRICCA, PH.D.
VICE CHAIRMAN • DISTRICT 5

ROBERT D. CHILMONIK
DISTRICT 1

JANE E. KUCKEL, PH.D.
DISTRICT 3

STEVEN K. TEUBER
DISTRICT 4

JAMES W. BROWDER, ED.D.
SUPERINTENDENT

KEITH B. MARTIN
BOARD ATTORNEY

July 6, 2004

Mr. Bryan Kelner
Lee County Development Services Division
P.O. Box 398
Fort Myers, FL 33902-0398

Re: West Bay Club RPD, DCI Substantive Review, Case #DCI2004-00046

Dear Mr. Kelner:

Thank you for the opportunity to review West Bay Club RPD for substantive comments with regard to educational impacts. This proposed development is in the South Choice Zone of the District, off Williams Road in the Estero Planning Area. This letter is in response to your request dated June 22, 2004.

From the material submitted, it appears that the request being made by the applicant is for the addition of one acre, which will have four single family homes on it. However, these four single family homes are included in the total number of dwelling units in the project, which was previously approved at 1,121. Therefore, the applicant's request to add one acre is not anticipated to have educational impacts.

Thank you for your attention to this issue. If I may be of further assistance, please give me a call at (239) 479-4205.

Sincerely,

Kathy Babcock

Kathy Babcock, Long Range Planner
Department of Construction and Planning

Cc: William G. Moore, Jr.
Executive Director, School Support

Summary of Trip Generation Calculation
For 13 Dwelling Units of Single Family Detached Housing
August 12, 2004

ITE LUC 210

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	12.24	0.00	1.00	159
7-9 AM Peak Hour Enter	0.36	0.00	1.00	5
7-9 AM Peak Hour Exit	1.07	0.00	1.00	14
7-9 AM Peak Hour Total	1.43	0.00	1.00	19
4-6 PM Peak Hour Enter	0.83	0.00	1.00	11
4-6 PM Peak Hour Exit	0.49	0.00	1.00	6
4-6 PM Peak Hour Total	1.31	0.00	1.00	17
Saturday 2-Way Volume	11.89	0.00	1.00	155
Saturday Peak Hour Enter	0.93	0.00	1.00	12
Saturday Peak Hour Exit	0.80	0.00	1.00	10
Saturday Peak Hour Total	1.73	0.00	1.00	23

Note: A zero indicates no data available.
The above rates were calculated from these equations:

24-Hr. 2-Way Volume:	LN(T) = .92LN(X) + 2.71, R^2 = 0.96
7-9 AM Peak Hr. Total:	T = .7(X) + 9.43
	R^2 = 0.89 , 0.25 Enter, 0.75 Exit
4-6 PM Peak Hr. Total:	LN(T) = .9LN(X) + .53
	R^2 = 0.91 , 0.63 Enter, 0.37 Exit
AM Gen Pk Hr. Total:	T = .7(X) + 12.05
	R^2 = 0.89 , 0.26 Enter, 0.74 Exit
PM Gen Pk Hr. Total:	LN(T) = .89LN(X) + .61
	R^2 = 0.91 , 0.64 Enter, 0.36 Exit
Sat. 2-Way Volume:	LN(T) = .94LN(X) + 2.63, R^2 = 0.93
Sat. Pk Hr. Total:	T = .89(X) + 10.93
	R^2 = 0.9 , 0.54 Enter, 0.46 Exit
Sun. 2-Way Volume:	T = 8.83(X) + -9.76, R^2 = 0.94
Sun. Pk Hr. Total:	LN(T) = .89LN(X) + .44
	R^2 = 0.88 , 0.53 Enter, 0.47 Exit

Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

Summary of Trip Generation Calculation
For 300 Dwelling Units of High-Rise Apartment
August 12, 2004 ITE LUC 231

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	4.62	0.00	1.00	1386
7-9 AM Peak Hour Enter	0.08	0.00	1.00	23
7-9 AM Peak Hour Exit	0.23	0.00	1.00	68
7-9 AM Peak Hour Total	0.30	0.00	1.00	91
4-6 PM Peak Hour Enter	0.22	0.00	1.00	66
4-6 PM Peak Hour Exit	0.14	0.00	1.00	42
4-6 PM Peak Hour Total	0.36	0.00	1.00	108
Saturday 2-Way Volume	4.98	0.00	1.00	1494
Saturday Peak Hour Enter	0.22	0.00	1.00	67
Saturday Peak Hour Exit	0.17	0.00	1.00	50
Saturday Peak Hour Total	0.39	0.00	1.00	117

Note: A zero indicates no data available.
The above rates were calculated from these equations:

24-Hr. 2-Way Volume:	LN(T) = .83LN(X) + 2.5, R^2 = 0.82
7-9 AM Peak Hr. Total:	LN(T) = .99LN(X) + -1.14
	R^2 = 0.88 , 0.25 Enter, 0.75 Exit
4-6 PM Peak Hr. Total:	T = .32(X) + 12.3
	R^2 = 0.92 , 0.61 Enter, 0.39 Exit
AM Gen Pk Hr. Total:	LN(T) = .94LN(X) + -.71
	R^2 = 0.88 , 0.22 Enter, 0.78 Exit
PM Gen Pk Hr. Total:	T = .35(X) + 20.11
	R^2 = 0.95 , 0.62 Enter, 0.38 Exit
Sat. 2-Way Volume:	T = 5.03(X) + -14.9, R^2 = 0.91
Sat. Pk Hr. Total:	LN(T) = .93LN(X) + -.54
	R^2 = 0.95 , 0.57 Enter, 0.43 Exit
Sun. 2-Way Volume:	T = 3.66(X) + -5.79, R^2 = 0.94
Sun. Pk Hr. Total:	LN(T) = .91LN(X) + -.65
	R^2 = 0.99 , 0.53 Enter, 0.47 Exit

Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

Summary of Trip Generation Calculation
For 307 Dwelling Units of Single Family Detached Housing
August 17, 2004 ITE LUC 210

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	9.51	0.00	1.00	2918
7-9 AM Peak Hour Enter	0.18	0.00	1.00	56
7-9 AM Peak Hour Exit	0.55	0.00	1.00	168
7-9 AM Peak Hour Total	0.73	0.00	1.00	224
4-6 PM Peak Hour Enter	0.60	0.00	1.00	185
4-6 PM Peak Hour Exit	0.35	0.00	1.00	109
4-6 PM Peak Hour Total	0.96	0.00	1.00	294
Saturday 2-Way Volume	9.84	0.00	1.00	3021
Saturday Peak Hour Enter	0.50	0.00	1.00	153
Saturday Peak Hour Exit	0.43	0.00	1.00	131
Saturday Peak Hour Total	0.93	0.00	1.00	284

Note: A zero indicates no data available.
The above rates were calculated from these equations:

24-Hr. 2-Way Volume:	LN(T) = .92LN(X) + 2.71, R^2 = 0.96
7-9 AM Peak Hr. Total:	T = .7(X) + 9.43
	R^2 = 0.89 , 0.25 Enter, 0.75 Exit
4-6 PM Peak Hr. Total:	LN(T) = .9LN(X) + .53
	R^2 = 0.91 , 0.63 Enter, 0.37 Exit
AM Gen Pk Hr. Total:	T = .7(X) + 12.05
	R^2 = 0.89 , 0.26 Enter, 0.74 Exit
PM Gen Pk Hr. Total:	LN(T) = .89LN(X) + .61
	R^2 = 0.91 , 0.64 Enter, 0.36 Exit
Sat. 2-Way Volume:	LN(T) = .94LN(X) + 2.63, R^2 = 0.93
Sat. Pk Hr. Total:	T = .89(X) + 10.93
	R^2 = 0.9 , 0.54 Enter, 0.46 Exit
Sun. 2-Way Volume:	T = 8.83(X) + -9.76, R^2 = 0.94
Sun. Pk Hr. Total:	LN(T) = .89LN(X) + .44
	R^2 = 0.88 , 0.53 Enter, 0.47 Exit

Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

Summary of Trip Generation Calculation
For 790 Dwelling Units of Residential Condominium / Townhouse
August 17, 2004

ITE LUC 230

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	4.71	0.00	1.00	3719
7-9 AM Peak Hour Enter	0.06	0.00	1.00	46
7-9 AM Peak Hour Exit	0.28	0.00	1.00	224
7-9 AM Peak Hour Total	0.34	0.00	1.00	270
4-6 PM Peak Hour Enter	0.28	0.00	1.00	219
4-6 PM Peak Hour Exit	0.14	0.00	1.00	108
4-6 PM Peak Hour Total	0.41	0.00	1.00	327
Saturday 2-Way Volume	4.16	0.00	1.00	3288
Saturday Peak Hour Enter	0.19	0.00	1.00	147
Saturday Peak Hour Exit	0.16	0.00	1.00	125
Saturday Peak Hour Total	0.34	0.00	1.00	272

Note: A zero indicates no data available.
The above rates were calculated from these equations:

24-Hr. 2-Way Volume:	LN(T) = .85LN(X) + 2.55, R^2 = 0.83
7-9 AM Peak Hr. Total:	LN(T) = .8LN(X) + .26
	R^2 = 0.76 , 0.17 Enter, 0.83 Exit
4-6 PM Peak Hr. Total:	LN(T) = .82LN(X) + .32
	R^2 = 0.8 , 0.67 Enter, 0.33 Exit
AM Gen Pk Hr. Total:	LN(T) = .82LN(X) + .17
	R^2 = 0.8 , 0.18 Enter, 0.82 Exit
PM Gen Pk Hr. Total:	T = .34(X) + 38.31
	R^2 = 0.83 , 0.64 Enter, 0.36 Exit
Sat. 2-Way Volume:	T = 3.62(X) + 427.93, R^2 = 0.84
Sat. Pk Hr. Total:	T = .29(X) + 42.63
	R^2 = 0.84 , 0.54 Enter, 0.46 Exit
Sun. 2-Way Volume:	T = 3.13(X) + 357.26, R^2 = 0.88
Sun. Pk Hr. Total:	T = .23(X) + 50.01
	R^2 = 0.78 , 0.49 Enter, 0.51 Exit

Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

Summary of Trip Generation Calculation
For 18 Holes of Golf Course
August 17, 2004

ITE LUC 430

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	35.74	12.12	1.00	643
7-9 AM Peak Hour Enter	1.75	0.00	1.00	32
7-9 AM Peak Hour Exit	0.47	0.00	1.00	8
7-9 AM Peak Hour Total	2.22	1.82	1.00	40
4-6 PM Peak Hour Enter	1.21	0.00	1.00	22
4-6 PM Peak Hour Exit	1.53	0.00	1.00	28
4-6 PM Peak Hour Total	2.74	1.79	1.00	49
Saturday 2-Way Volume	40.63	17.12	1.00	731
Saturday Peak Hour Enter	2.25	0.00	1.00	41
Saturday Peak Hour Exit	2.34	0.00	1.00	42
Saturday Peak Hour Total	4.59	2.73	1.00	83

Note: A zero indicates no data available.
Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

Summary of Trip Generation Calculation
For 6 Tennis Courts of Tennis Courts
August 17, 2004

ITE LUC 490

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	31.04	13.02	1.00	186
7-9 AM Peak Hour Enter	0.00	0.00	1.00	0
7-9 AM Peak Hour Exit	0.00	0.00	1.00	0
7-9 AM Peak Hour Total	1.67	0.00	1.00	10
4-6 PM Peak Hour Enter	0.00	0.00	1.00	0
4-6 PM Peak Hour Exit	0.00	0.00	1.00	0
4-6 PM Peak Hour Total	3.88	2.23	1.00	23
Saturday 2-Way Volume	27.83	0.00	1.00	167
Saturday Peak Hour Enter	0.00	0.00	1.00	0
Saturday Peak Hour Exit	0.00	0.00	1.00	0
Saturday Peak Hour Total	3.00	0.00	1.00	18

Note: A zero indicates no data available.
Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

Summary of Trip Generation Calculation
For 5.5 Acres of Beach Park
August 17, 2004

ITE LUC 415

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	29.81	47.96	1.00	164
7-9 AM Peak Hour Enter	0.00	0.00	1.00	0
7-9 AM Peak Hour Exit	0.00	0.00	1.00	0
7-9 AM Peak Hour Total	0.00	0.00	1.00	0
4-6 PM Peak Hour Enter	0.38	0.00	1.00	2
4-6 PM Peak Hour Exit	0.92	0.00	1.00	5
4-6 PM Peak Hour Total	1.30	0.00	1.00	7
Saturday 2-Way Volume	66.47	116.34	1.00	366
Saturday Peak Hour Enter	0.54	0.00	1.00	3
Saturday Peak Hour Exit	0.64	0.00	1.00	4
Saturday Peak Hour Total	1.18	1.25	1.00	6

Note: A zero indicates no data available.
Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

LEE COUNTY

REQUEST FOR PUBLIC HEARING SUBMITTAL REQUIREMENT WAIVER

Upon written request, the director may modify the submittal requirements for Public Hearings where it can be clearly demonstrated that the submission will have no bearing on the review and processing of the application. The request and the director's written response must accompany the application submitted and will become a part of the permanent file.

APPLICATION FOR WAIVER OF SUBMITTAL ITEMS REQUIRED FOR PUBLIC HEARING

_____ Public Hearing – General Requirements (34-202)
X Public Hearing – Additional requirements for:
_____ Development of Regional Impact (34-203(a))
X Planned Developments (34-203(b))
_____ Rezonings other than Planned Developments (34-203(c))
_____ Mobile Home Park (34-203(d))
_____ Special Exception (34-203(e))
_____ Variances (34-203(f))

PLEASE PRINT OR TYPE:

STRAP Number: 05-47-25-00003.055B See Attached List

Name of Project: West Bay Club RPD

Name of Applicant*: West Bay Club Development Corporation

Street Address: 4600 West Bay Boulevard

City: Estero State: FL Zip: 33928

Phone #: (239) 498-7770 Fax #: (239) 498-7771 E-mail: _____

* If applicant is not the owner, a letter of authorization from the owner must be submitted.

SPECIFIC SECTION(S) AND REQUIREMENT(S) FOR WHICH A WAIVER IS SOUGHT:

Section Number	Requirement
34-373(a)(4)f.	FLUCCS Map
34-373(b)(2)	Protected Species Survey
[34-373(a)(7)] & [34-341(b)(2)d.1.]	Traffic Impact Statement

Over

LEE COUNTY
COMMUNITY DEVELOPMENT
P.O. BOX 398 (1500 MONROE STREET)
FORT MYERS, FLORIDA 33902

PHONE (239) 479-8585

SCOPE OF PROJECT AND REASON(S) FOR REQUEST

Please provide an explanation of the scope of the project and the reason(s) why you think the request for submittal waiver should be approved. Use additional sheets if necessary.

(Please print or type)

West Bay Club is already an approved development and no density change is proposed as well as only minor changes to two specific areas in the development. Staff previously stated verbally that these items were not required to be submitted for the whole development as it is a previously approved development and these items did not need to be waived.

Under penalties of perjury, I declare that I have read the foregoing application and that the facts stated in it are true.

Stephanie Kegels

Signature of Applicant

Directors Decision: _____ **Request Approved** _____ **Request Denied**

Comments:

Signature: _____ **Date:** _____

58pgs
262.50R

MASTER DECLARATION

FOR

WEST BAY CLUB

TABLE OF CONTENTS 4548574

RECORDED BY
TRENT YOGES, D.C.

1. DEFINITIONS 1
1.1. APPROVING PARTY 1
1.2. ARTICLES 2
1.3. ASSESSMENT 2
1.4. BOARD 2
1.5. BYLAWS 2
1.6. CLUB 2
1.7. CLUB PROPERTY 2
1.8. COMMON AREAS 2
1.9. COMMON EXPENSES 2
1.10. COMMON SURPLUS 2
1.11. COMMUNITY ASSOCIATION 2
1.12. DECLARANT 3
1.13. DECLARATION 3
1.14. EXEMPTION PERIOD 3
1.15. IMPROVEMENT 3
1.16. INSTITUTIONAL LENDER 3
1.17. LOT 3
1.18. OWNER 3
1.19. PARCEL 3
1.20. PARCEL AREAS 3
1.21. PARCEL ASSESSMENT 4
1.22. PARCEL ASSOCIATION 4
1.23. PARCEL DECLARATION 4
1.24. PARCEL DEVELOPER 4
1.25. PARCEL EXPENSE 4
1.26. PERSON 4
1.27. PLANNED UNIT 4
1.28. PROPERTY 4
1.29. SUBJECT PROPERTY 4
1.30. TOTAL PROPERTY 4
1.31. UNIT 5
1.32. UNIT OWNER 5
2. COMMON AREAS, DUTIES AND OBLIGATIONS OF THE COMMUNITY ASSOCIATION 5
2.1. Conveyance of COMMON AREAS to COMMUNITY ASSOCIATION 5
2.1.1. By DECLARANT or a PARCEL DEVELOPER 5
2.1.2. By Any Other PERSON 5
2.2. Easements Over COMMON AREAS 5
2.2.1. Easements for Pedestrian and Vehicular Traffic 5
2.2.2. Use and Benefit 5
2.2.3. Service and Utility Easements 5
2.3. Additional Easements and Modifications to Easements 6
2.4. Additions, Alterations or Improvements 6
2.5. Damage or Destruction 6
2.6. Mortgage and Sale of COMMON AREAS 6
2.7. Special Provisions Regarding Recreational and Social Facilities 6
2.8. Gatehouses or Entry Gates 7
2.9. PARCEL AREAS 7
2.9.1. Use 7
2.9.2. PARCEL EXPENSES 7
2.9.3. Approval of Action Concerning PARCEL AREAS 7
2.9.4. Common Irrigation System 7
3. COMMUNITY ASSOCIATION 8

JR3064 P01050

3.1. Organization 8
3.1.1. Articles of Incorporation 8
3.1.2. BYLAWS 8
3.1.3. Powers of the COMMUNITY ASSOCIATION 8
3.1.4. Approval or Disapproval of Matters 8
3.1.5. Acts of the COMMUNITY ASSOCIATION 8
3.1.6. Management and Service Contracts 8
3.1.7. Membership 9
3.1.7.1. OWNERS 9
3.1.7.2. DECLARANT and PARCEL DEVELOPERS 9
3.1.8. Voting Rights 9
3.2. Duties and Obligations 9
3.2.1. Maintenance of COMMON AREAS and other Property 9
3.2.2. Surface Water Management System 9
3.2.3. Mitigation Areas 10
3.2.4. Conservation Easements. 10
3.2.5. Compliance with Permits and Approvals 11
3.2.6. Entry Roads 11
3.2.7. Entry Features 11
3.2.8. Jogging Path 11
3.2.9. Streets, Roads, and Sidewalks 11
3.2.10. Insurance 11
3.2.10.1. Hazard Insurance 11
3.2.10.2. Comprehensive General Liability Insurance 12
3.2.10.3. Blanket Fidelity Bonds 12
3.3. Default 12
4. ASSESSMENTS FOR COMMON EXPENSES 12
4.1. Responsibility 12
4.2. Determination of ASSESSMENTS for COMMON EXPENSES 12
4.3. ASSESSMENT VALUE 13
4.4. Amount of ASSESSMENTS 13
4.5. Special Assessments 13
4.6. Changes in Assessments 13
4.7. Payment of ASSESSMENTS for COMMON EXPENSES 13
4.8. Special Provisions for PARCEL ASSESSMENTS 13
4.9. ASSESSMENTS on Non Uniform Basis 14
4.10. DECLARANT'S and PARCEL DEVELOPER'S LIABILITY FOR ASSESSMENTS 14
4.11. Exclusion for Expenses Relating to Completed UNITS 14
4.12. PARCEL ASSOCIATION 15
4.13. WORKING CAPITAL CONTRIBUTION 15
4.14. Enforcement 15
5. ARCHITECTURAL CONTROL FOR IMPROVEMENTS 15
5.1. Purpose 15
5.2. OWNER or PARCEL ASSOCIATION to Obtain Approval 15
5.3. Request for Approval 15
5.4. Approval 15
5.5. Architectural Guidelines and Criteria 16
5.6. Inspections 16
5.7. Remedy for Violations 16
5.8. No Liability 16
5.9. Compliance with Governmental Requirements 17
5.10. Construction by Licensed Contractor 17
5.11. Certificate 17
5.12. Effect of PARCEL ASSOCIATION 17
5.13. Approval by PARCEL DEVELOPER 17
5.14. Committee 17
6. USE RESTRICTIONS AND MAINTENANCE REQUIREMENTS 17
6.1. Air Conditioning Units 17
6.2. Automobiles, Vehicles and Boats 17
6.3. Basketball Backboards 18
6.4. Beaches/Lake Banks 18
6.5. Boat Docks 18

6.6. Buffer 18
6.7. Business Use 18
6.8. Clothes Lines and Outside Clothes Drying 18
6.9. COMMON AREAS and PARCEL AREAS 18
6.10. Damage and Destruction 18
6.11. Easement Areas 19
6.12. Exterior Changes, Alterations and Improvements 19
6.13. Fences and Walls 19
6.14. Firearms 19
6.15. Garages 19
6.16. Garbage Containers, Oil and Gas Tanks, Air Conditioners 19
6.17. Garbage and Trash 20
6.18. Hazardous Waste 20
6.19. Lakes and Canals 20
6.20. Landscaping 20
6.21. Leases 20
6.22. Maintenance 20
6.23. Nuisances 21
6.24. Open Space 21
6.25. Outside Antennas 21
6.26. Outside Storage of Personal Property 21
6.27. Pets 21
6.28. Portable Buildings 21
6.29. Security Services 21
6.30. Signs 22
6.31. Solar Collectors 22
6.32. Subdivision 22
6.33. Surface Water Management 22
6.34. Swimming Pools 22
6.35. Tree Removal 22
6.36. Utility Lines and Services 22
6.37. Water and Waste Water Utilities 22
6.38. Wells 23
6.39. Window Treatments 23
6.40. Rules and Regulations 23
6.41 Additional Restrictions 23
6.42. Exemption or Waiver 23
6.43. Responsibility for Maintenance and Compliance 23
6.43.1. OWNERS 23
6.43.2. PARCEL ASSOCIATION 23
6.43.3. Enforcement 23
6.43.4. Limitations 23
6.44. Exceptions for DECLARANT and Other Developers 23
7. COLLECTION OF ASSESSMENTS, DEFAULT AND ENFORCEMENT 24
7.1. Monetary Defaults and Collection of ASSESSMENTS 24
7.1.1. Late Fees and Interest 24
7.1.2. Acceleration of ASSESSMENTS 24
7.1.3. Collection 24
7.1.4. Lien for ASSESSMENT and Moneys Owed to COMMUNITY ASSOCIATION 24
7.1.5. Transfer of PROPERTY after ASSESSMENT 25
7.1.6. Subordination of the Lien to Mortgages 25
7.1.7. No Set-Offs 25
7.1.8. Exception for DECLARANT 25
7.1.9. Suspension of Voting Rights 25
7.2. Non-Monetary Defaults 25
7.3. Fines and Suspensions 26
7.4. Negligence 27
7.5. Responsibility of an OWNER for Occupants, Tenants, Guests, and Invitees 27
7.6. Right of COMMUNITY ASSOCIATION to Evict Tenants, Occupants, Guests and Invitees 27
7.7. No Waiver 27

7.8. Rights Cumulative 27
7.9. Enforcement Against other Persons 27
7.10. Certificate as to Unpaid ASSESSMENTS or Default 28
7.11. Enforcement of Obligations of COMMUNITY ASSOCIATION 28
8. SPECIAL PROVISIONS REGARDING CLUB 28
8.1. Provisions of DECLARATION not Applicable to CLUB 28
8.2. Easement 28
8.3. Assumption of Risk 28
8.4. No Adverse Affect on Club 29
8.5. CLUB as MEMBER 29
8.6. ASSESSMENTS Payable by CLUB 29
8.7. Conveyances Between CLUB and COMMUNITY ASSOCIATION 29
8.8. Access 29
8.9. Types of Memberships and Rights 29
9. DEDICATIONS 29
10. TERM OF DECLARATION 29
11. AMENDMENT 30
11.1. Approval of Amendments 30
11.2. Recording 30
11.3. Discrimination 30
11.4. Approval of South Florida Water Management District 30
12. RIGHTS OF INSTITUTIONAL LENDERS 30
12.1. Notice of Action 30
12.2. Consent of INSTITUTIONAL LENDERS 31
12.3. Payment of Taxes and Insurance 31
13. MISCELLANEOUS 31
13.1. Damage or Destruction 31
13.2. Conflict With ARTICLES or BYLAWS 31
13.3. PARCEL ASSOCIATION 31
13.4. Authority of COMMUNITY ASSOCIATION and Delegation 31
13.5. Severability 32
13.6. Validity 32
13.7. Assignment of DECLARANT's Rights 32
13.8. Performance of COMMUNITY ASSOCIATION's Duties by DECLARANT 32
13.9. Property Owned by DECLARANT 32
13.10. Inapplicability of Condominium Act 32
13.11. Actions Against DECLARANT 32
13.12. Sale and Development Easement 32

53054 Pg 1053

RECORD AND RETURN TO:
THIS INSTRUMENT PREPARED BY:

Eric A. Simon, Esq.
2825 University Drive, Suite 300
Coral Springs, Florida 33065

OR3054 PG1054

MASTER DECLARATION

FOR

WEST BAY CLUB

THIS MASTER DECLARATION FOR WEST BAY CLUB is made this 7th day of Dec., 1998, by WEST BAY CLUB DEVELOPMENT CORPORATION, a Florida corporation ("DECLARANT)."

This MASTER DECLARATION includes the following exhibits:

Exhibit "A"	-	Legal Description of the SUBJECT PROPERTY
Exhibit "B"	-	Articles of Incorporation of COMMUNITY ASSOCIATION
Exhibit "C"	-	Bylaws of COMMUNITY ASSOCIATION
Exhibit "D"	-	Legal Description of TOTAL PROPERTY

PREAMBLE:

DECLARANT owns the property described herein, and intends to develop the property as a residential community. The purpose of this Declaration is to provide various use and maintenance requirements and restrictions in the best interests of the future owners of dwellings within the SUBJECT PROPERTY, to protect and preserve the values of the SUBJECT PROPERTY. This DECLARATION also provides for certain rights and obligations of the COMMUNITY ASSOCIATION, which will own, operate and/or maintain various portions of the SUBJECT PROPERTY and improvements constructed within the SUBJECT PROPERTY, and will have the right to enforce the provisions of this DECLARATION. The expenses of the COMMUNITY ASSOCIATION will be shared by the OWNERS of portions of the SUBJECT PROPERTY.

NOW, THEREFORE, DECLARANT hereby declares that the SUBJECT PROPERTY, as hereinafter defined, shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth herein, all of which are created in the best interests of the owners and residents of the SUBJECT PROPERTY, and which shall run with the SUBJECT PROPERTY and shall be binding upon all persons having and/or acquiring any right, title or interest in the SUBJECT PROPERTY or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the SUBJECT PROPERTY, or any portion thereof.

1. DEFINITIONS. The words and phrases listed below, as used in this DECLARATION, shall have the following meanings, unless the context otherwise requires:

1.1. APPROVING PARTY means DECLARANT, as long as it owns any portion of the TOTAL PROPERTY, or until DECLARANT relinquishes its rights as the APPROVING PARTY by written notice to the COMMUNITY ASSOCIATION. DECLARANT reserves the right to assign its rights as the APPROVING PARTY with respect to any PARCEL to the PARCEL DEVELOPER of the PARCEL or to the COMMUNITY ASSOCIATION, in whole or in part. When DECLARANT or its assignee is no longer the APPROVING PARTY with respect to any PARCEL, the COMMUNITY ASSOCIATION shall be the APPROVING PARTY with respect to such PARCEL. Notwithstanding the foregoing, DECLARANT, so long as it owns any portion of the TOTAL PROPERTY, and thereafter the PARCEL DEVELOPER of any

PARCEL or its assignee, and not the COMMUNITY ASSOCIATION, shall be the APPROVING PARTY with respect to the initial construction of any improvements within a PARCEL by the PARCEL DEVELOPER of the PARCEL or by any builder or developer.

1.2. ARTICLES mean the Articles of Incorporation of the COMMUNITY ASSOCIATION, as amended from time to time.

1.3. ASSESSMENT means the amount of money which may be assessed against an OWNER for the payment of the OWNER's share of COMMON EXPENSES, and/or any other funds which an OWNER may be required to pay to the COMMUNITY ASSOCIATION as provided by this DECLARATION, the ARTICLES or the BYLAWS.

1.4. BOARD means the Board of Directors of the COMMUNITY ASSOCIATION.

1.5. BYLAWS mean the Bylaws of the COMMUNITY ASSOCIATION, as amended from time to time.

1.6. CLUB means the entity which owns and/or operates the CLUB PROPERTY, and whose members are entitled to use of portions of the CLUB PROPERTY.

1.7. CLUB PROPERTY means any and all portions of the SUBJECT PROPERTY or the property described in Exhibit "D" owned and/or operated by the CLUB, or intended by DECLARANT to be owned and/or operated by the CLUB, including the golf course, golf practice facilities, golf clubhouse, and related golf facilities, maintenance facilities, and any other facilities ancillary thereto.

1.8. COMMON AREAS means any property, whether improved or unimproved, or any easement or interest therein, now or hereafter owned by or leased to the COMMUNITY ASSOCIATION, or which is dedicated to the COMMUNITY ASSOCIATION on any recorded plat of any portion of the TOTAL PROPERTY, or which is declared to be a COMMON AREA by this DECLARATION, or which is intended by DECLARANT to be a COMMON AREA. Except as otherwise provided herein, COMMON AREAS may include roads, recreational facilities, parks, street lights, entry features, wetland preservation or mitigation areas, upland buffers, conservation easements, and lakes and other waterways, provided that the foregoing shall not be deemed a representation or warranty that any or all of the foregoing types of COMMON AREAS will be provided.

1.9. COMMON EXPENSES mean all expenses of any kind or nature whatsoever properly incurred by the COMMUNITY ASSOCIATION, including, but not limited to, the following:

1.9.1. Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the COMMON AREAS, or any other property to be maintained by the COMMUNITY ASSOCIATION as provided in this DECLARATION, including, but not limited to, utilities, real and personal taxes, assessments, insurance, operation, maintenance, repairs, improvements, alterations and security.

1.9.2. Expenses of obtaining, repairing or replacing personal property owned by the COMMUNITY ASSOCIATION.

1.9.3. Expenses incurred in connection with the administration and management of the COMMUNITY ASSOCIATION.

1.9.4. Costs incurred in complying with any governmental approval, permit, or requirement relating to the SUBJECT PROPERTY.

1.9.5. The cost of operating and maintaining any gatehouses or electronic gates or entry devices within the SUBJECT PROPERTY.

1.9.6. The cost of providing cable television or security service for the SUBJECT PROPERTY and/or the UNITS, if the BOARD elects to provide same as a COMMON EXPENSE.

1.9.7. The cost of maintaining and replacing the entrance features to the SUBJECT PROPERTY and to all of the PARCELS.

1.9.8. Expenses declared to be COMMON EXPENSES by the provisions of this DECLARATION or by the ARTICLES or BYLAWS.

1.10. COMMON SURPLUS means the excess of all receipts of the COMMUNITY ASSOCIATION over the amount of the COMMON EXPENSES.

1.11. COMMUNITY ASSOCIATION means the corporation formed pursuant to the Articles of Incorporation attached hereto as an exhibit.

1.12. DECLARANT means the entity executing this DECLARATION, or any PERSON who may be assigned the rights of DECLARANT pursuant to a written assignment executed by the then present DECLARANT and recorded in the public records of the county in which the SUBJECT PROPERTY is located. In addition, in the event any PERSON obtains title to all of the SUBJECT PROPERTY then owned by DECLARANT as a result of the foreclosure of any mortgage or deed in lieu thereof, such PERSON may elect to become the DECLARANT or to have any of DECLARANT's rights as provided by this DECLARATION, the ARTICLES, or the BYLAWS, by a written election recorded in the public records of the county in which the SUBJECT PROPERTY is located, and regardless of the exercise of such election, such PERSON may appoint as DECLARANT or assign any rights of DECLARANT to any third party who acquires title to all or any portion of the SUBJECT PROPERTY by written appointment recorded in the public records of the county in which the SUBJECT PROPERTY is located. In any event, any subsequent DECLARANT shall not be liable for any actions or defaults of, or obligations incurred by, any prior DECLARANT, except as same may be expressly assumed by the subsequent DECLARANT.

1.13. DECLARATION means this declaration, as it may be amended from time to time.

1.14. EXEMPTION PERIOD means the period beginning with the recording of this DECLARATION and ending when DECLARANT no longer owns any portion of the TOTAL PROPERTY, which contains a UNIT or any PLANNED UNIT, or when DECLARANT notifies the COMMUNITY ASSOCIATION in writing that it elects to pay ASSESSMENTS for COMMON EXPENSES as in the case of any other OWNER, whichever occurs first. Notwithstanding the foregoing, the EXEMPTION PERIOD shall terminate at such time as DECLARANT no longer appoints a majority of the directors of the COMMUNITY ASSOCIATION, unless DECLARANT elects to extend the EXEMPTION PERIOD after such time by written notice to the COMMUNITY ASSOCIATION.

1.15. IMPROVEMENT means any building, fence, wall, patio area, road, driveway, walkway, landscaping, antenna, sign, mailbox, pool, tennis court, recreational facility, berm, lake, pond, canal, or other structure or improvement which is constructed, made, installed, placed or developed within or upon, or removed from, any PROPERTY, or any change in, alteration of, addition to, or removal of all or any portion of any such structure or improvement other than normal maintenance and repair which does not materially alter or change the exterior appearance, condition and color of same, and any change in the ground elevation of any PROPERTY.

1.16. INSTITUTIONAL LENDER means the holder of a mortgage encumbering any PROPERTY, which holder in the ordinary course of business makes, purchases, guarantees, or insures mortgage loans, and which is not owned or controlled by the OWNER of the PROPERTY encumbered. An INSTITUTIONAL LENDER may include, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an INSTITUTIONAL LENDER shall also mean the holder of any mortgage executed by or in favor of DECLARANT or any PARCEL DEVELOPER, whether or not such holder would otherwise be considered an INSTITUTIONAL LENDER.

1.17. LOT means any platted lot within the SUBJECT PROPERTY, or any other parcel of land located within the SUBJECT PROPERTY which has been or is intended to be conveyed to an OWNER and which contains or is intended to contain one UNIT, and shall include any UNIT constructed upon the LOT.

1.18. OWNER means the record owner(s) of the fee title to any PROPERTY and or UNIT. The term OWNER shall include a UNIT OWNER.

1.19. PARCEL means any group of LOTS or other portion of the SUBJECT PROPERTY which share one or more common roads and or is developed as a separate residential community in which the OWNERS of the LOTS or property comprising the PARCEL have a common interest separate and distinct from the interest of all of the OWNERS, or which is designated as a PARCEL in this DECLARATION or any amendment or supplement. Each PARCEL may be subject to a separate PARCEL DECLARATION, and may, but is not required to, be operated by or subject to the jurisdiction of a PARCEL ASSOCIATION.

1.20. PARCEL AREAS means any property, whether improved or unimproved, or any easement or interest therein, now or hereafter owned by the COMMUNITY ASSOCIATION, other than the COMMON AREAS, which are owned and or maintained by the COMMUNITY ASSOCIATION, and which are located within a PARCEL and primarily benefit the OWNERS of the LOTS and/or UNITS within the

2:25 PM 95-154

PARCEL, and which are declared to be PARCEL AREAS pursuant to this DECLARATION, or in any amendment or supplement, or in any deed or easement to the COMMUNITY ASSOCIATION.

1.21. PARCEL ASSESSMENT means an ASSESSMENT which is assessed against the OWNERS within one or more, but less than all of, the PARCELS.

1.22. PARCEL ASSOCIATION means a non-profit corporation, other than the COMMUNITY ASSOCIATION, which is formed to administer a PARCEL DECLARATION, and whose members consist of the OWNERS within the PARCEL affected by the PARCEL DECLARATION. For purposes of this DECLARATION, the PARCEL affected by any PARCEL DECLARATION shall be deemed to be operated by, and subject to the jurisdiction of, the respective PARCEL ASSOCIATION.

1.23. PARCEL DECLARATION means a supplement to this DECLARATION or a separate and distinct declaration of covenants and restrictions that affects one or more PARCELS and which contains provisions specially relating to such PARCELS, which may include provisions regarding PARCEL AREAS, PARCEL ASSESSMENTS and use and maintenance covenants and restrictions applicable to such PARCELS. A PARCEL DECLARATION may, but is not required to, establish a separate and distinct PARCEL ASSOCIATION to administer the PARCEL DECLARATION or in the alternative a PARCEL DECLARATION may assign various duties and obligations to the COMMUNITY ASSOCIATION.

1.24. PARCEL DEVELOPER means a PERSON that executes a PARCEL DECLARATION, or the PERSON named as the PARCEL DEVELOPER in any PARCEL DECLARATION, or a PERSON which owns or contracts to purchase an entire PARCEL or all of the undeveloped LOTS or property within a PARCEL, or any PERSON who succeeds to all of the interests of the PARCEL DEVELOPER with respect to the applicable PARCEL other than a single LOT, or any PERSON who is assigned the rights of the PARCEL DEVELOPER with respect to the PARCEL pursuant to a written assignment executed by the then present PARCEL DEVELOPER and recorded in the Public Records of the County in which the SUBJECT PROPERTY is LOCATED. In any event, any subsequent PARCEL DEVELOPER shall not be liable for any actions or defaults of, or obligations incurred by, any prior PARCEL DEVELOPER, except as same may be expressly assumed by the subsequent PARCEL DEVELOPER.

1.25 PARCEL EXPENSE means a COMMON EXPENSE which is incurred in connection with the ownership, maintenance, repair, improvement, or operation of any PARCEL AREA or which is incurred exclusively for the benefit of one or more PARCELS pursuant to a PARCEL DECLARATION, the cost of which is to be assessed solely against the OWNERS within the PARCEL(S) benefited by the expense.

1.26 PERSON means an individual, corporation, partnership, trust or any other legal entity.

1.27. PLANNED UNIT means a UNIT which is planned to be constructed within any PROPERTY, but which is not yet constructed and or for which the controlling governmental authority has not yet issued a certificate of occupancy. The number of PLANNED UNITS within any PROPERTY is (i) the total number of UNITS which may be constructed within the PROPERTY determined pursuant to a site plan approved by any controlling governmental authority or a recorded plat which subdivides the PROPERTY into LOTS (prior to the approval of any such site plan or the recording of any such plat, the number of UNITS shall be the number of UNITS that are planned by DECLARANT to be constructed within the PROPERTY), (ii) less the number of UNITS actually existing within the PROPERTY. Any PARCEL DEVELOPER may limit the number of PLANNED UNITS within the PARCEL DEVELOPER'S PROPERTY by executing an agreement setting forth the maximum number of UNITS which may be constructed within such PROPERTY, which shall be executed or joined in by the COMMUNITY ASSOCIATION and any mortgagee holding a mortgage encumbering the PROPERTY and shall be recorded in the public records of the county in which the PROPERTY is located, and in that event no more UNITS may be constructed within the PROPERTY without the written consent of the COMMUNITY ASSOCIATION.

1.28. PROPERTY means all or any portion of the SUBJECT PROPERTY. The term PROPERTY shall include all UNITS and IMPROVEMENTS located upon or within the PROPERTY.

1.29. SUBJECT PROPERTY means all of the property which is subject to this DECLARATION from time to time, which as of the execution and recording of this DECLARATION is the property described in Exhibit "A" attached hereto, and includes any property that is hereafter added to this DECLARATION, and excludes any property that is hereafter withdrawn from this DECLARATION, by an amendment.

1.30. TOTAL PROPERTY means the property described in Exhibit "D" attached hereto, which includes the SUBJECT PROPERTY and property that may be added to the SUBJECT PROPERTY.

1.31. UNIT means a residential dwelling contained within the SUBJECT PROPERTY, for which the controlling governmental authority has issued a certificate of occupancy. Where any building contains more than one dwelling, each such dwelling shall be a UNIT. A UNIT may include, but is not limited to, a house, apartment, townhouse, patio home, cluster home, or residential condominium unit. The term UNIT shall include any PROPERTY or interest in PROPERTY owned in conjunction with the UNIT.

1.32. UNIT OWNER means the record holder(s) of the fee title to a UNIT.

2. COMMON AREAS, DUTIES AND OBLIGATIONS OF THE COMMUNITY ASSOCIATION.

2.1. Conveyance of COMMON AREAS to COMMUNITY ASSOCIATION.

2.1.1. By DECLARANT or a PARCEL DEVELOPER. DECLARANT shall have the right to convey title to any property owned by it, or any easement or interest therein, to the COMMUNITY ASSOCIATION as a COMMON AREA, and the COMMUNITY ASSOCIATION shall be required to accept such conveyance. DECLARANT or the PARCEL DEVELOPER of any PARCEL shall have the right to convey title to any property owned by them, or any easement or interest therein, to the COMMUNITY ASSOCIATION as a PARCEL AREA of such PARCEL, and the COMMUNITY ASSOCIATION shall be required to accept such conveyance. Any such conveyance shall be effective upon recording the deed or instrument of conveyance in the public records of the county where the SUBJECT PROPERTY is located. Notwithstanding the foregoing, neither DECLARANT nor any PARCEL DEVELOPER shall have the obligation to develop and/or convey any property to the COMMUNITY ASSOCIATION as a COMMON AREA, and if DECLARANT or any PARCEL DEVELOPER desires to convey any property to the COMMUNITY ASSOCIATION, the timing of the conveyance shall be in the sole discretion of DECLARANT or the PARCEL DEVELOPER.

2.1.2. By Any Other PERSON. Any other PERSON may also convey title to any property owned by such PERSON, or any easement or interest therein, to the COMMUNITY ASSOCIATION as a COMMON AREA, but the COMMUNITY ASSOCIATION shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the COMMUNITY ASSOCIATION, unless the BOARD expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording a written acceptance of such conveyance in the public records of the county in which the SUBJECT PROPERTY is located.

2.2. Easements Over COMMON AREAS. The COMMON AREAS are subject to the following perpetual, non-exclusive easements, all of which shall run with the land and are hereby created.

2.2.1. Easements for Pedestrian and Vehicular Traffic. Easements in favor of the OWNERS and the residents of the SUBJECT PROPERTY, their mortgagees, and their guests and invitees, for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the COMMON AREAS and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portion of the COMMON AREAS as may from time to time be paved and intended for such purposes.

2.2.2. Use and Benefit. An easement in favor of the OWNERS, and their respective guests and invitees, the holders of any mortgage encumbering any PROPERTY from time to time, and any other persons authorized to use the COMMON AREAS or any portion thereof by DECLARANT or the COMMUNITY ASSOCIATION, for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to (i) the terms of this DECLARATION, (ii) the terms of any other easement, restriction, reservation or limitation of record affecting the COMMON AREA or contained in the deed or instrument conveying the COMMON AREA to the COMMUNITY ASSOCIATION, (iii) any rules and regulations adopted by the COMMUNITY ASSOCIATION, and (iv) the right of DECLARANT or of the COMMUNITY ASSOCIATION to grant easements and rights-of-way in connection with the development and maintenance of the SUBJECT PROPERTY. This easement shall be appurtenant to the title to every portion of the SUBJECT PROPERTY.

2.2.3. Service and Utility Easements. Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, mail carrier companies, and all other PERSONS providing services to or for the benefit of the SUBJECT PROPERTY, over and across all roads existing from time to time within the SUBJECT PROPERTY, and over, under, on and across the COMMON AREAS, as may be reasonably required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the SUBJECT PROPERTY, and as may be required for the installation, maintenance, repair and providing of utility services, equipment and fixtures in order to adequately serve the

SUBJECT PROPERTY, including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, and television antenna and cable television facilities, and electronic security.

2.3. Additional Easements and Modifications to Easements. DECLARANT (so long as it owns any portion of the TOTAL PROPERTY) and the COMMUNITY ASSOCIATION, on their behalf and on behalf of all OWNERS, each shall have the right to (i) grant and declare additional easements over, upon, under and or across the COMMON AREAS in favor of DECLARANT or any person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements affecting the COMMON AREAS. Notwithstanding the foregoing, or any other provisions in this DECLARATION to the contrary, the easements created herein may not be substantially modified so as to unreasonably interfere with the proper and intended use of the SUBJECT PROPERTY

2.4. Additions, Alterations or Improvements. The COMMUNITY ASSOCIATION shall have the right to make additions, alterations or improvements to the COMMON AREAS, and to purchase any personal property as it deems necessary or desirable from time to time, provided however that the approval of a 2/3 vote of the OWNERS shall be required for any addition, alteration or improvement, or any purchase of personal property, exceeding a sum equal to one month's total ASSESSMENTS for COMMON EXPENSES payable by all of the OWNERS, or if the cost of the foregoing shall in any fiscal year exceed in the aggregate a sum equal to 2 months' ASSESSMENTS for COMMON EXPENSES payable by all of the OWNERS. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of then existing COMMON AREAS, or any existing improvements or personal property associated therewith. The cost and expense of any such additions, alterations or improvements to the COMMON AREAS, or the purchase of any personal property, shall be a COMMON EXPENSE. In addition, so long as DECLARANT owns any portion of the TOTAL PROPERTY, DECLARANT shall have the right to make any additions, alterations or improvements to the COMMON AREAS as may be desired by DECLARANT in its sole discretion from time to time, at DECLARANT's expense.

2.5. Damage or Destruction. In the event any improvement (other than landscaping) within any COMMON AREA is damaged or destroyed due to fire, flood, wind, or other casualty or reason, the COMMUNITY ASSOCIATION shall restore, repair, replace or rebuild (hereinafter collectively referred to as a "repair") the damaged improvement to the condition the improvement was in immediately prior to such damage or destruction, unless otherwise approved by a 2/3 vote of the BOARD. If any landscaping within any COMMON AREA or any other property maintained by the COMMUNITY ASSOCIATION is damaged or destroyed, the COMMUNITY ASSOCIATION shall only be obligated to make such repairs to the landscaping as is determined by the BOARD in its discretion. Any excess cost of repairing any improvement over insurance proceeds payable on account of any damage or destruction shall be a COMMON EXPENSE and the COMMUNITY ASSOCIATION shall have the right to make a special ASSESSMENT for any such expense.

2.6. Mortgage and Sale of COMMON AREAS. The COMMUNITY ASSOCIATION shall not encumber, sell or transfer any COMMON AREA owned by the COMMUNITY ASSOCIATION without the approval of a 2/3 vote of the OWNERS, excluding DECLARANT, provided, however, that the COMMUNITY ASSOCIATION may dedicate the fee title to any COMMON AREA, or any easement therein, to any governmental authority without the approval of the OWNERS. Notwithstanding the foregoing, if DECLARANT or any PARCEL DEVELOPER changes the development plan for a portion of the SUBJECT PROPERTY such that any portion of the COMMON AREAS previously conveyed to the COMMUNITY ASSOCIATION would be within any PROPERTY which is not intended to be a COMMON AREA, then the COMMUNITY ASSOCIATION shall have the right without the approval of the OWNERS to convey such portion of the COMMON AREAS to DECLARANT or any applicable PARCEL DEVELOPER; and in connection therewith, DECLARANT or the applicable PARCEL DEVELOPER shall convey to the COMMUNITY ASSOCIATION any property which will be a COMMON AREA pursuant to the new development plan. If ingress or egress to any PROPERTY is through any COMMON AREA, any conveyance or encumbrance of such COMMON AREA shall be subject to an appurtenant easement for ingress and egress in favor of the OWNER(S) of such PROPERTY, unless alternative ingress and egress is provided to the OWNER(S).

2.7. Special Provisions Regarding Recreational and Social Facilities. It is acknowledged DECLARANT plans to provide various recreational and social facilities as COMMON AREAS for the benefit of the residents of the SUBJECT PROPERTY, the timing, kind, value and nature of which shall be determined in DECLARANT's sole discretion, and DECLARANT reserves the right to increase or add to such facilities, or to expand the facilities, without the consent of the OWNERS or the COMMUNITY ASSOCIATION. Such facilities may be within or outside of the SUBJECT PROPERTY. Notwithstanding

anything contained herein to the contrary, DECLARANT and/or the COMMUNITY ASSOCIATION shall have the following rights with respect to such facilities:

2.7.1. DECLARANT shall have the right to use any facility, or any portion thereof, for office or sales purposes, as may be desired by DECLARANT in its sole discretion, so long as DECLARANT owns any portion of the TOTAL PROPERTY.

2.7.2. The COMMUNITY ASSOCIATION shall have the right to impose a charge for the use of any of the recreational or social facilities, or any services offered therein, and shall have the right to permit the use of any portion thereof for private, charitable or promotional functions

2.7.3. The COMMUNITY ASSOCIATION, shall have the right to lease or grant concessions or contract with others to provide programs or services within such facilities to the OWNERS and residents of the SUBJECT PROPERTY, and in connection therewith may permit persons residing outside of the SUBJECT PROPERTY to attend or use such programs or services.

2.7.4. DECLARANT so long as it owns any portion of the TOTAL PROPERTY, and the COMMUNITY ASSOCIATION, may permit persons residing outside of the SUBJECT PROPERTY to use the facilities within the COMMON AREAS upon such conditions, and for such fees payable to the COMMUNITY ASSOCIATION, as DECLARANT or the COMMUNITY ASSOCIATION may determine from time to time in their sole discretion. In addition, if the CLUB sells memberships to persons residing outside of the SUBJECT PROPERTY which permits such persons to use the golf course within the CLUB PROPERTY, such non-resident members of the CLUB shall be given the right to use the recreational and social facilities owned by the COMMUNITY ASSOCIATION for a fee established by the COMMUNITY ASSOCIATION of not greater than 75% of the ASSESSMENT for COMMON EXPENSES payable by the OWNERS, which fee shall be collected by the CLUB and paid to the COMMUNITY ASSOCIATION.

2.8. Gatehouses or Entry Gates. It is acknowledged that one or more gatehouses and or entry gates may, but will not be required to be, constructed within the COMMON AREAS, which if provided may be manned, or which may contain a unmanned entry system. If provided, all costs associated with any gatehouse or entry gate will be a COMMON EXPENSE. So long as DECLARANT appoints a majority of the Directors of the COMMUNITY ASSOCIATION, if any gatehouse is to be manned, DECLARANT shall have the right to determine, in its sole discretion, whether, and during what hours the gatehouse will be manned. DECLARANT, and any builder constructing UNITS within the SUBJECT PROPERTY, their contractors and suppliers, and their respective agents and employees, shall be given access through any such gatehouse or entry gate, subject only to such controls and restrictions as are approved by DECLARANT. In any event DECLARANT or the COMMUNITY ASSOCIATION shall not have any liability for any injury, damage, or loss, of any kind or nature whatsoever due to the fact that any gatehouse is not manned, or due to the failure of any person staffing the gatehouse or any mechanical or electrical entry system to prevent or detect a theft, burglary, or any unauthorized entry into the SUBJECT PROPERTY.

2.9. PARCEL AREAS. The following provisions shall apply with respect to any PARCEL AREA, notwithstanding other provisions in this DECLARATION to the contrary:

2.9.1. Use. Any PARCEL AREA that is a COMMON AREA shall be held by the COMMUNITY ASSOCIATION solely for the use and benefit of the owners and residents of the PARCELS who are intended to be benefited by the PARCEL AREAS, and the respective guests and invitees.

2.9.2. PARCEL EXPENSES. Any expenses associated with any PARCEL AREAS are PARCEL EXPENSES, and shall only be assessed to the OWNERS of the applicable PARCELS which are entitled to use or which are benefited by the PARCEL AREAS.

2.9.3. Approval of Action Concerning PARCEL AREAS. Where pursuant to this DECLARATION the OWNERS are given the right to approve any action concerning any COMMON AREAS, any such approval rights with respect to any PARCEL AREA shall only be approved by the required vote of the OWNERS of the applicable PARCELS served by the PARCEL AREA, and such action shall not be voted upon by any other OWNERS.

2.9.4. Common Irrigation System. The COMMUNITY ASSOCIATION shall maintain any common irrigation system serving any PARCEL as a PARCEL EXPENSE. The COMMUNITY ASSOCIATION shall also pay for any utility services used in connection with any common irrigation system as a PARCEL EXPENSE. Notwithstanding the foregoing, each OWNER shall be responsible for the repair and replacement of the sprinkler heads on the OWNER's LOT, and each OWNER shall be responsible for any damage to any common sprinkler system caused by the OWNER or any resident of the OWNER's UNIT. No OWNER shall make any IMPROVEMENT to the OWNER's LOT which would

affect the common sprinkler system serving the LOT without the written consent of the APPROVING PARTY, and each OWNER shall be responsible for any alterations, repairs, or replacements to the common irrigation system necessitated by the acts of the OWNER or any resident of the OWNER's LOT, or their contractors, guests or invitees.

2.10. Warranties. Any property conveyed to the COMMUNITY ASSOCIATION by DECLARANT or by any PARCEL DEVELOPER will be conveyed in a "where is, as is" condition, and any such property will be conveyed and/or any improvements to the COMMON AREAS made by DECLARANT or any PARCEL DEVELOPER without any warranty, including but not limited to any warranty of merchantability or of fitness for a particular purpose, or the adequacy of the size or capacity in relation to the utilization or operation thereof. However, DECLARANT or any PARCEL DEVELOPER transferring any COMMON AREA to the COMMUNITY ASSOCIATION or making any improvement to the COMMON AREAS will assign to the COMMUNITY ASSOCIATION any warranties which they receive from contractors, manufacturers or suppliers.

3. COMMUNITY ASSOCIATION. In order to provide for the administration of the SUBJECT PROPERTY and this DECLARATION, the COMMUNITY ASSOCIATION has been organized under the Laws of the State of Florida.

3.1. Organization.

3.1.1. Articles of Incorporation. A copy of the ARTICLES is attached hereto as Exhibit "B". No amendment to the ARTICLES shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict amendments to the ARTICLES, except as specifically provided herein.

3.1.2. BYLAWS. A copy of the BYLAWS is attached hereto as Exhibit "C". No amendment to the BYLAWS shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict amendments to the BYLAWS, except as specifically provided herein.

3.1.3. Powers of the COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION shall have all the powers indicated or incidental to those contained in its ARTICLES and BYLAWS. In addition, the COMMUNITY ASSOCIATION shall have the power to enforce this DECLARATION and shall have all powers granted to it by this DECLARATION. By this DECLARATION, the SUBJECT PROPERTY is hereby submitted to the jurisdiction of the COMMUNITY ASSOCIATION.

3.1.4. Approval or Disapproval of Matters. Whenever the decision, consent or approval of the OWNERS is required upon any matter, whether or not the subject of a COMMUNITY ASSOCIATION meeting, such decision shall be made in accordance with the ARTICLES and BYLAWS, except as otherwise provided herein. Where any matter requires a vote of a specified share of the OWNERS, but does not specifically refer to "all of" the OWNERS, the matter requires only the approval of the specified share of the OWNERS actually voting on the matter, regardless of how many votes are actually cast. Where any matter requires a vote of a specified share of "all the" OWNERS, the matter requires a number of votes equal to at least the specified share of the total number of votes of all the OWNERS.

3.1.5. Acts of the COMMUNITY ASSOCIATION. Unless the approval or action of the OWNERS and/or a certain specific percentage of the BOARD is specifically required by this DECLARATION, the ARTICLES or BYLAWS, or by applicable law, all approvals or actions required or permitted to be given or taken by the COMMUNITY ASSOCIATION shall be given or taken by the BOARD, without the consent of the OWNERS, and the BOARD may so approve an act through the proper officers of the COMMUNITY ASSOCIATION without a specific resolution. When an approval or action of the COMMUNITY ASSOCIATION is permitted to be given or taken, such action or approval may be conditioned in any manner the COMMUNITY ASSOCIATION deems appropriate, or the COMMUNITY ASSOCIATION may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

3.1.6. Management and Service Contracts. The COMMUNITY ASSOCIATION shall have the right to contract for management or services on such terms and conditions as the BOARD deems desirable in its sole discretion, provided, however, that any such contract shall not exceed three (3) years and shall be terminable by either party without cause and without payment of a termination

1901 pg 1054

or penalty fee on ninety (90) days or less written notice. Any such contract may be with the CLUB as regards the management of any or all of the COMMON AREAS.

3.1.7. Membership.

3.1.7.1. OWNERS. Each OWNER shall be a member of the COMMUNITY ASSOCIATION. Notwithstanding the foregoing, no governmental authority or utility company shall be deemed a member unless one or more UNITS actually exist upon the PROPERTY owned by such governmental authority or utility company, in which event the governmental authority or utility company will be a member only with respect to the PROPERTY owned in conjunction with such UNIT(S).

3.1.7.2. DECLARANT and PARCEL DEVELOPERS. DECLARANT and each PARCEL DEVELOPER shall be a member of the COMMUNITY ASSOCIATION so long as DECLARANT or the applicable PARCEL DEVELOPER owns any PROPERTY or any portion of the TOTAL PROPERTY.

3.1.8. Voting Rights. The votes of the members shall be established and exercised as provided in the ARTICLES and BYLAWS.

3.2. Duties and Obligations.

3.2.1. Maintenance of COMMON AREAS and other Property. The COMMUNITY ASSOCIATION shall maintain all COMMON AREAS and property owned by the COMMUNITY ASSOCIATION, and all IMPROVEMENTS thereon, in good condition at all times. If pursuant to any easement the COMMUNITY ASSOCIATION is to maintain any IMPROVEMENT within any property, then the COMMUNITY ASSOCIATION shall maintain such IMPROVEMENT in good condition at all times. The COMMUNITY ASSOCIATION shall have the right to assume the obligation to operate and or maintain any walls or fences on or near the boundaries of the SUBJECT PROPERTY, and any pavement, landscaping, sprinkler systems, sidewalks, paths, signs, entrance features, or other IMPROVEMENTS, in or within 40 feet of any public or private road right-of-ways within or contiguous to the SUBJECT PROPERTY. In such event, where applicable the COMMUNITY ASSOCIATION shall so notify any OWNER or PARCEL ASSOCIATION otherwise responsible for such operation or maintenance, and thereafter such property shall be operated and/or maintained by the COMMUNITY ASSOCIATION and not by the OWNER or PARCEL ASSOCIATION, until the BOARD determines no longer to assume the obligation to operate and or maintain such property and so notifies the appropriate OWNER or PARCEL ASSOCIATION in writing. To the extent the COMMUNITY ASSOCIATION assumes the obligation to operate and/or maintain any PROPERTY which is not owned by the COMMUNITY ASSOCIATION, the COMMUNITY ASSOCIATION shall have an easement and right to enter upon such PROPERTY in connection with the operation in or maintenance of same, and no such entry shall be deemed a trespass. Such assumption by the COMMUNITY ASSOCIATION of the obligation to operate and or maintain any property which is not owned by the COMMUNITY ASSOCIATION may be evidenced by a supplement to this DECLARATION, or by a written document recorded in the public records of the county in which the SUBJECT PROPERTY is located, and may be made in connection with an agreement with any OWNER, PARCEL ASSOCIATION, DECLARANT, or any governmental authority otherwise responsible for such operation or maintenance, and pursuant to any such document the operation and/or maintenance of any property may be made a permanent obligation of the COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION may also enter into agreements with any other PERSON, or any governmental authority, to share in the maintenance responsibility of any property if the BOARD, in its sole and absolute discretion, determines this would be in the best interest of the OWNER. Notwithstanding the foregoing, if any UNIT OWNER or any resident of any UNIT, or their guests or invitees, damages any COMMON AREA or any IMPROVEMENT thereon, the UNIT OWNER of such UNIT shall be liable to the COMMUNITY ASSOCIATION for the cost of repair or restoration to the extent otherwise provided by law and to the extent such damage is not covered by the COMMUNITY ASSOCIATION's insurance.

3.2.2. Surface Water Management System. It is acknowledged the surface water management and drainage system for the TOTAL PROPERTY is one integrated system, and accordingly shall be deemed a COMMON AREA, and an easement is hereby created over the entire TOTAL PROPERTY for surface water drainage and for the installation and maintenance of the surface water management and drainage system for the TOTAL PROPERTY, provided however that such easement shall be subject to improvements constructed within the TOTAL PROPERTY as permitted by controlling governmental authorities from time to time. The surface water management and drainage system of the TOTAL PROPERTY shall be developed, operated, and maintained in conformance with the requirements of, and any permits or approvals issued by the South Florida Water Management District and any other controlling governmental authority. Except as hereafter provided, the COMMUNITY ASSOCIATION shall maintain as a COMMON EXPENSE the entire surface water management and

drainage system for the TOTAL PROPERTY, including but not limited to all lakes and canals, swale areas, retention areas, culverts, pipes, pumps, catch basins, and related appurtenances, and any littoral zones in any lakes or other waterway, regardless of whether or not same are natural or man made within the TOTAL PROPERTY or are owned by the COMMUNITY ASSOCIATION. Such maintenance shall be performed in conformance with the requirements of any controlling governmental authority, and an easement for such maintenance is hereby created. The COMMUNITY ASSOCIATION will have the right, but not the obligation, to maintain any portion of the surface water management and drainage system for the TOTAL PROPERTY which is owned and or maintained by any controlling governmental authority, or which is outside of the TOTAL PROPERTY. The TOTAL PROPERTY shall be required to accept surface water drainage from any other property pursuant to the requirements of any controlling governmental authority, and in connection therewith will have the right, but not the obligation, to maintain any portion of the surface water management system for such other property reasonably required in connection with the maintenance or operation of the surface water management system for the TOTAL PROPERTY. Notwithstanding anything contained herein to the contrary, the responsibilities of the COMMUNITY ASSOCIATION as regards any lakes and canals within the TOTAL PROPERTY which are owned by the CLUB shall be limited to such maintenance as is required to maintain same as a drainage structure, and the CLUB shall be responsible for the control of any weeds or other vegetation on or within any lakes and canals owned by it, including the spraying of same.

3.2.3. Mitigation Areas. The COMMUNITY ASSOCIATION shall be required to monitor and maintain various mitigation areas, whether same are located within or outside of the TOTAL PROPERTY, as required by any applicable permits for the TOTAL PROPERTY issued by any controlling governmental authorities. It is acknowledged that any such permits requiring the maintenance or monitoring of any mitigation areas may include property other than the TOTAL PROPERTY, but the owners of any such property outside of the TOTAL PROPERTY will not be required to contribute towards the cost of such monitoring or maintenance unless otherwise required by an amendment or supplement to this DECLARATION, or by other agreement or declaration executed by DECLARANT in its sole discretion.

3.2.4. Conservation Easements.

3.2.4.1. Pursuant to the requirements of the South Florida Water Management District ("SFWMD"), conservation easements have been and will be recorded against portions of the TOTAL PROPERTY, including but not limited to the Deed of Conservation Easement, recorded in Official Records Book 2957, Page 2218, of the Public Records of Lee County, Florida, as modified by the Confirmation of Legal Description, recorded in Official Records Book 2961, Page 592, of the Public Records of Lee County, Florida (the "CONSERVATION EASEMENTS"). The CONSERVATION EASEMENTS shall be the perpetual maintenance responsibility of the COMMUNITY ASSOCIATION, which shall maintain same in accordance with the requirements of SFWMD from time to time, including but not limited to, the requirements and restrictions contained in the SFWMD Permit for the TOTAL PROPERTY, and any modifications made thereto, and any monitoring plan contained therein. At the request of the COMMUNITY ASSOCIATION, DECLARANT shall provide the COMMUNITY ASSOCIATION with a copy of the applicable SFWMD permit, and any amendments thereto; or the COMMUNITY ASSOCIATION can obtain same from SFWMD.

3.2.4.2. Pursuant to the CONSERVATION EASEMENTS, the property subject thereto (the "CONSERVATION AREAS") may in no way be altered from their natural permitted state, as prescribed by SFWMD. Activities prohibited within the CONSERVATION AREAS include, but are not limited to, the following (except to the extent permitted under the SFWMD permit): (i) construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground, (ii) dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsitely or offensive materials, (iii) removal or destruction of trees, shrubs, or other vegetation, with the exception of exotic or nuisance vegetation removal or restoration in accordance with any restoration plan included in the SFWMD Permit referred to above (exotic vegetation may include Melaleuca, Brazilian Pepper, Australian Pine and Japanese Climbing Fern, and nuisance vegetation may include Cattails, Primrose Willow and Grapevine), (iv) excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface, (v) surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition, and (vii) activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, including but not limited to diking and fencing.

3.2.4.3. All respective OWNERS are hereby notified that their PROPERTY, LOTS and/or UNITS may contain or be adjacent to wetland preservation or mitigation areas and upland buffers which are protected under the CONSERVATION EASEMENTS.

3.2.4.4. The COMMUNITY ASSOCIATION shall take action against any OWNER as necessary to enforce the conditions of the CONSERVATION EASEMENTS and any conditions contained in the SFWMD Permit referred to above.

3.2.4.5. The COMMUNITY ASSOCIATION and all prospective OWNERS are hereby informed that they are responsible for the perpetual maintenance of signage required by the SFWMD Permit.

3.2.4.6. All OWNERS are hereby notified that the COMMUNITY ASSOCIATION will be responsible for mitigation/monitoring and/or financial assurances as provided by the CONSERVATION EASEMENTS and/or the SFWMD Permit.

3.2.5. Compliance with Permits and Approvals. It is acknowledged that in connection with the development of the TOTAL PROPERTY various permits and approvals will be issued by various governmental and quasi-governmental authorities. If any permit or approval provides for continuing maintenance, monitoring, or other obligations, relating to the COMMON AREAS or any other portions of the TOTAL PROPERTY, the COMMUNITY ASSOCIATION shall be responsible for same, and shall also be required to comply with any other governmental requirements relating to the COMMON AREAS. DECLARANT shall have the right to assign to the COMMUNITY ASSOCIATION the obligation to comply with any permit or approval relating to the TOTAL PROPERTY which provides for or contemplates continuing maintenance, monitoring, or other obligations, and any such assignment shall be binding on the COMMUNITY ASSOCIATION, but regardless of any such assignment the COMMUNITY ASSOCIATION shall be obligated to comply with any such continuing maintenance, monitoring, or other obligations, unless any such obligations are assigned by DECLARANT to any other PERSON. Notwithstanding anything contained herein to the contrary, if any OWNER shall violate any permit or approval, which violation results in the COMMUNITY ASSOCIATION incurring any expense or liability, such OWNER shall be liable for any and all expenses incurred by the COMMUNITY ASSOCIATION in connection therewith.

3.2.6. Entry Roads. The COMMUNITY ASSOCIATION shall have the right to maintain landscaping along any road providing access to the SUBJECT PROPERTY, where the COMMUNITY ASSOCIATION determines such maintenance would be in the best interest of the OWNERS.

3.2.7. Entry Features. The COMMUNITY ASSOCIATION shall maintain all entry features installed for the benefit of the SUBJECT PROPERTY or any PARCEL, whether within or outside of the SUBJECT PROPERTY, as a COMMON EXPENSE.

3.2.8. Jogging Path. DECLARANT and/or the COMMUNITY ASSOCIATION shall have the right to construct a jogging path and fitness course through portions of the COMMON AREAS, and through other portions of the SUBJECT PROPERTY, and an easement for such purpose over and upon the SUBJECT PROPERTY is hereby created. Any such jogging path and/or fitness course shall be maintained by the COMMUNITY ASSOCIATION as a COMMON EXPENSE.

3.2.9. Streets, Roads, and Sidewalks. The COMMUNITY ASSOCIATION shall be responsible for maintaining and repairing all streets, roads and common sidewalks (but not any driveway, sidewalk or walkway exclusively serving only one LOT) within the SUBJECT PROPERTY, and all costs of maintaining, repairing and operating any street lighting associated therewith, as a COMMON EXPENSE. Notwithstanding the foregoing, where any PARCEL consists of any UNITS which are condominium units, or consists of UNITS which are attached to one or more other UNITS by a common wall, including townhomes, all paved areas within such PARCEL shall be deemed driveways and not roads, and shall be maintained by the COMMUNITY ASSOCIATION as PARCEL AREAS, or by a separate PARCEL ASSOCIATION.

3.2.10. Insurance. The COMMUNITY ASSOCIATION shall purchase insurance as a COMMON EXPENSE, as follows:

3.2.10.1. Hazard Insurance protecting against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard all-risk endorsement, covering 100% of the current replacement cost of all COMMON AREAS and any IMPROVEMENTS thereon, and all other property owned by the COMMUNITY ASSOCIATION, excluding land foundations, excavations and other items normally excluded from insurance coverage, or such

OR 3051 PG 1961

reduced coverage as is approved by the BOARD. The COMMUNITY ASSOCIATION shall not use hazard insurance proceeds for any purpose other than repair, replacement or reconstruction of any damaged or destroyed property, until such repair, replacement or reconstruction is completed, without the approval of a 2/3 vote of the OWNERS.

3.2.10.2. Comprehensive General Liability Insurance protecting the COMMUNITY ASSOCIATION from claims for bodily injury, death or property damage providing for coverage of at least $1,000,000 for any single occurrence. Notwithstanding the foregoing, if the BOARD determines that it is impossible or unduly expensive to obtain $1,000,000 of general liability insurance, then the BOARD may upon a unanimous vote of the directors obtain a lower amount of general liability insurance.

3.2.10.3. Blanket Fidelity Bonds for anyone who handles or is responsible for funds held or administered by the COMMUNITY ASSOCIATION, covering the maximum funds that will be in the custody or control of the COMMUNITY ASSOCIATION or any managing agent, which coverage shall be at least the sum of three (3) months assessments on all units plus reserve funds.

3.2.10.4. Such other insurance as may be desired by the COMMUNITY ASSOCIATION, such as flood insurance, directors and officers liability insurance, errors and omissions insurance, workman's compensation insurance, or any other insurance.

3.2.10.5. All insurance purchased by the COMMUNITY ASSOCIATION must include a provision requiring at least ten (10) days written notice to the COMMUNITY ASSOCIATION before the insurance can be canceled or the coverage reduced for any reason.

3.2.10.6. Any deductible or exclusion under the policies shall be a COMMON EXPENSE and shall not exceed $2,500 or such other sum as is approved by a majority of the BOARD.

3.2.10.7. Upon request, each INSTITUTIONAL LENDER shall have the right to receive a copy or certificate of the insurance purchased by the COMMUNITY ASSOCIATION, and shall have the right to require at least ten (10) days written notice to the INSTITUTIONAL LENDER before any insurance can be canceled or the coverage reduced for any reason. Each INSTITUTIONAL LENDER shall have the right upon notice to the COMMUNITY ASSOCIATION to review and approve, which approval shall not be unreasonably withheld, the form, content, issuer, coverage and deductibles of all insurance purchased by the COMMUNITY ASSOCIATION, and to require the COMMUNITY ASSOCIATION to purchase insurance complying with the reasonable and customary requirements of the INSTITUTIONAL LENDER. In the event of a conflict between the INSTITUTIONAL LENDERS, the requirements of the INSTITUTIONAL LENDER holding mortgages encumbering UNITS which secure the largest aggregate indebtedness shall control.

3.3. Default. Any OWNER or INSTITUTIONAL LENDER may pay for any utilities, taxes or assessments, or insurance premiums which are not paid by the COMMUNITY ASSOCIATION when due, or may secure new insurance upon the lapse of an insurance policy, and shall be owed immediate reimbursement therefor from the COMMUNITY ASSOCIATION, plus interest and any costs of collection, including attorneys' fees.

4. ASSESSMENTS FOR COMMON EXPENSES.

4.1. Responsibility. Each OWNER shall be responsible for the payment of ASSESSMENTS for COMMON EXPENSES, and where applicable for the payment of PARCEL ASSESSMENTS, to the COMMUNITY ASSOCIATION as hereinafter provided. In addition, unless waived by the COMMUNITY ASSOCIATION, the CLUB shall be responsible for the payment of ASSESSMENTS for COMMON EXPENSES as provided in Paragraph 8.6 below.

4.2. Determination of ASSESSMENTS for COMMON EXPENSES. Not less than 45 days prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year, which shall estimate all of the COMMON EXPENSES to be incurred during the fiscal year. In determining the budgets for any fiscal year, the BOARD may take into account COMMON AREAS and UNITS anticipated to be added during the fiscal year. The COMMUNITY ASSOCIATION shall then establish the ASSESSMENT for COMMON EXPENSES pursuant to the budget, and shall then promptly notify all OWNERS, in writing, of the amount, frequency, and due dates of the ASSESSMENTS for COMMON EXPENSES. From time to time during the fiscal year, the BOARD may modify the budget of the COMMUNITY ASSOCIATION for the fiscal year, and pursuant to the revised budget or otherwise the BOARD may, upon written notice to the OWNERS, change the amount, frequency and/or due dates of the ASSESSMENTS for COMMON EXPENSES.

93351355

4.3. ASSESSMENT VALUE. For purposes of establishing ASSESSMENTS for COMMON EXPENSES, "ASSESSMENT VALUES" shall be established, as follows:

4.3.1. As to any PROPERTY not designated or planned as a multi-unit or condominium building consisting of 4 or more stories, each PLANNED UNIT within such PROPERTY shall have an ASSESSMENT VALUE of 0.25. Any such PLANNED UNIT shall have an ASSESSMENT VALUE of 1.00 upon the earlier to occur of (i) 1 year after the PROPERTY containing such PLANNED UNIT is conveyed by DECLARANT, or (ii) when the PLANNED UNIT is constructed and a certificate of occupancy is issued for the newly constructed UNIT.

4.3.2. As to any PROPERTY designated or planned as a multi-unit or condominium building consisting of 4 or more stories, each PLANNED UNIT within such PROPERTY shall have a value of 0.05. Each newly constructed UNIT within such PROPERTY shall have a ASSESSMENT VALUE of 1.0 upon the first to occur of (i) one year after the issuance of certificate of occupancy for the applicable UNIT or (ii) the first conveyance of the UNIT by the developer of a condominium within such PROPERTY, or (iii) the first occupancy of the UNIT for residential purposes.

4.3.3. Notwithstanding the foregoing, if any OWNER or purchaser of a PLANNED UNIT elects to commence membership in the CLUB or to use the CLUB's or the COMMUNITY ASSOCIATION'S recreational facilities prior to the completion of the UNIT within the PROPERTY containing the PLANNED UNIT, thereafter such OWNER or purchaser will be required to pay an ASSESSMENT for COMMON EXPENSES for the PLANNED UNIT based upon an ASSESSMENT VALUE of 1.00.

4.4. Amount of ASSESSMENTS. The amount of each OWNER's ASSESSMENT for COMMON EXPENSES will be determined from time to time by multiplying the total amount to be assessed by a fraction, the numerator of which will be the total ASSESSMENT VALUES assigned to the OWNER's PROPERTY, and the denominator of which will be the total ASSESSMENT VALUE assigned to all of the SUBJECT PROPERTY.

4.5. Special Assessments. If the expenditure of funds is required by the COMMUNITY ASSOCIATION in addition to funds produced by the regular ASSESSMENTS for COMMON EXPENSES, the BOARD may make special ASSESSMENTS for COMMON EXPENSES, which may include ASSESSMENTS to provide funds to pay for an existing or proposed deficit of the COMMUNITY ASSOCIATION, or for any additions, alterations, or improvements to any COMMON AREA, or for any other purpose. Where any such funds are only required for any PARCEL EXPENSES, the special ASSESSMENTS shall only be made against the applicable PARCEL(S) as special PARCEL ASSESSMENTS. Special ASSESSMENTS for COMMON EXPENSES shall be levied in the same manner as hereinbefore provided for regular ASSESSMENTS for COMMON EXPENSES and shall be payable in one lump sum or as otherwise determined by the BOARD in its sole discretion and as stated in the notice of any special ASSESSMENT for COMMON EXPENSES.

4.6. Changes in Assessments. In the event any ASSESSMENTS for COMMON EXPENSES are made payable in equal periodic payments, as provided in the notice from the COMMUNITY ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and or until: (i) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount, or (ii) the COMMUNITY ASSOCIATION notifies the OWNER in writing of a change in the amount and/or frequency of the periodic payments. In no event shall any ASSESSMENT for COMMON EXPENSES payable by any OWNER be due less than ten (10) days from the date of the notification of such ASSESSMENT for COMMON EXPENSES.

4.7. Payment of ASSESSMENTS for COMMON EXPENSES. Except as hereafter provided, on or before the date each ASSESSMENT for COMMON EXPENSES is due, each OWNER shall be required to and shall pay to the COMMUNITY ASSOCIATION any ASSESSMENTS for COMMON EXPENSES for the UNITS and PLANNED UNITS within the PROPERTY then owned by such OWNER.

4.8. Special Provisions for PARCEL ASSESSMENTS. If the COMMUNITY ASSOCIATION incurs any PARCEL EXPENSES for any PARCEL, the COMMUNITY ASSOCIATION shall adopt a budget for such PARCEL, shall establish a per-UNIT PARCEL ASSESSMENT pursuant to the budget, and shall collect PARCEL ASSESSMENTS from the OWNERS within the PARCEL. All of the provisions of this DECLARATION relating to the establishment of the budget for COMMON EXPENSES and the establishment and collection of ASSESSMENTS for COMMON EXPENSES shall apply to the budget and PARCEL ASSESSMENTS for the PARCEL, except as follows or as otherwise provided in any amendment or supplement to this DECLARATION.

4.9. ASSESSMENTS on Non-Uniform Basis. Notwithstanding anything contained herein to the contrary, pursuant to any amendment or supplement to this DECLARATION made or approved by DECLARANT so long as DECLARANT owns any portion of the TOTAL PROPERTY, any portion of the SUBJECT PROPERTY may be (i) only liable for a share of certain specified COMMON EXPENSES, or (ii) assessed on a different basis than the other SUBJECT PROPERTY, and in such event the OWNER of such PROPERTY shall only be liable for ASSESSMENTS for COMMON EXPENSES in accordance with the provisions of such amendment or supplement.

4.10. DECLARANT'S and PARCEL DEVELOPER'S LIABILITY FOR ASSESSMENTS.

4.10.1. Notwithstanding the foregoing, until the expiration of the EXEMPTION PERIOD, DECLARANT shall not be liable for ASSESSMENTS for COMMON EXPENSES for any UNITS or PLANNED UNITS within the PROPERTY owned by DECLARANT.

4.10.2. During the EXEMPTION PERIOD, DECLARANT shall be responsible for all COMMON EXPENSES actually incurred by the COMMUNITY ASSOCIATION in excess of the ASSESSMENTS for COMMON EXPENSES and any other income receivable by the COMMUNITY ASSOCIATION from the OWNERS (the "DEFICIT"), except as hereafter provided.

4.10.3. During the EXEMPTION PERIOD, the ASSESSMENTS for COMMON EXPENSES shall be established by DECLARANT, as no more than 133% of DECLARANT's good faith estimate of what the ASSESSMENT will be when the development of the SUBJECT PROPERTY as contemplated by DECLARANT is complete, assuming all COMMON AREAS anticipated to be completed at that point are completed and available for use and that the COMMUNITY ASSOCIATION has assumed all duties and responsibilities anticipated to be delegated to it, and assuming all PLANNED UNITS are completed and assessed as such. The ASSESSMENTS so determined may be changed from time to time by DECLARANT, as applicable, based upon changes in such estimate.

4.10.4. Notwithstanding the foregoing, in the event during the EXEMPTION PERIOD the COMMUNITY ASSOCIATION incurs any expense not ordinarily anticipated in the day-to-day management and operation of the SUBJECT PROPERTY, including but not limited to expenses incurred in connection with lawsuits against the COMMUNITY ASSOCIATION, or incurred in connection with damage to property, or injury or death to any person, which are not covered by insurance proceeds, the liability of DECLARANT for such COMMON EXPENSES shall not exceed the amount that it would be required to pay if it was liable for ASSESSMENTS for COMMON EXPENSES as any other OWNER, and any excess amounts payable by the COMMUNITY ASSOCIATION shall be assessed to the other OWNERS.

4.10.5. After the EXEMPTION PERIOD DECLARANT will only be liable for ASSESSMENTS for COMMON EXPENSES on the same basis as any other OWNER, and will not be obligated to pay any further monies to the COMMUNITY ASSOCIATION, including but not limited to any deficits, provided, however, that DECLARANT may, without prejudice to their right to discontinue payments thereafter, voluntarily pay any deficits of the COMMUNITY ASSOCIATION.

4.10.6. In any event, during the EXEMPTION PERIOD the COMMUNITY ASSOCIATION will not be required to fund the portion of any reserve account reflected in the budget which is attributable to any UNITS owned by DECLARANT or any PLANNED UNITS.

4.10.7. The foregoing provisions shall likewise apply with respect to any PARCEL EXPENSES for any PARCEL, as to the PARCEL DEVELOPER of the PARCEL. Furthermore, any obligation of a PARCEL DEVELOPER to fund any PARCEL ASSESSMENTS or any deficits in any PARCEL EXPENSES may be established pursuant to any PARCEL DECLARATION, and in that event the PARCEL DECLARATION shall control over any conflict with the provisions of this Paragraph. In addition, DECLARANT shall not be liable for any PARCEL ASSESSMENTS or PARCEL EXPENSES relating to any PARCEL except to the extent DECLARANT is the PARCEL DEVELOPER of the PARCEL or an OWNER within the PARCEL.

4.11. Exclusion for Expenses Relating to Completed UNITS. Notwithstanding anything contained herein to the contrary, in the event the COMMUNITY ASSOCIATION incurs any COMMON EXPENSE or PARCEL EXPENSE, which by its nature is applicable only to a completed UNIT, such expense shall only be assessed to and payable by the OWNERS of completed UNITS, and shall not be included within any ASSESSMENTS payable by DECLARANT or any PARCEL DEVELOPER or any OWNER of any PLANNED UNITS. Such expenses include, for example, expenses for bulk cable television or home security monitoring service, or expenses relating to the maintenance of landscaping upon any LOT or the maintenance of any exterior walls or roofs of a UNIT, which may be incurred pursuant to this DECLARATION or any PARCEL DECLARATION.

92004907

4.12. PARCEL ASSOCIATION. If any PARCEL is subject to the jurisdiction of a separate PARCEL ASSOCIATION then at the request of the PARCEL ASSOCIATION the COMMUNITY ASSOCIATION may agree to include in the ASSESSMENTS against the OWNERS within the PARCEL any assessments that may be imposed by the PARCEL ASSOCIATION, and remit such funds to the PARCEL ASSOCIATION as same are collected. Furthermore, at the request of the COMMUNITY ASSOCIATION, the PARCEL ASSOCIATION shall collect all ASSESSMENTS assessed by the COMMUNITY ASSOCIATION against the OWNERS within the PARCEL and remit the ASSESSMENTS to the COMMUNITY ASSOCIATION on or before the date when same are due.

4.13. WORKING CAPITAL CONTRIBUTION. In addition to ASSESSMENTS for COMMON EXPENSES, upon the conveyance of any LOT or UNIT, the new OWNER of the LOT or UNIT shall pay to the COMMUNITY ASSOCIATION a contribution to a working capital fund of the COMMUNITY ASSOCIATION. The capital contribution shall be equal to 2 months ASSESSMENT for COMMON EXPENSES, plus, where applicable, an amount equal to 2 months PARCEL ASSESSMENTS. The working capital fund shall be used by the COMMUNITY ASSOCIATION for start-up expenses or otherwise as the COMMUNITY ASSOCIATION shall determine from time to time, and specifically may be used for the payment of COMMON EXPENSES, and such fund need not be restricted or accumulated. Notwithstanding the foregoing, any builder acquiring any LOT or PROPERTY which does not contain a UNIT, for the purpose of building one or more new dwellings thereon and selling same in the ordinary course of the builder's business and not for the builder's own residence, shall not be required to pay such capital contribution with respect to any dwelling constructed upon such LOT or PROPERTY unless and until any such dwelling is occupied.

4.14. Enforcement. If any OWNER fails to pay any ASSESSMENT for COMMON EXPENSES or any PARCEL ASSESSMENT when due, the COMMUNITY ASSOCIATION shall have the rights set forth in Paragraph 7.1.

5. ARCHITECTURAL CONTROL FOR IMPROVEMENTS.

5.1. Purpose. The APPROVING PARTY shall have the right to exercise architectural control over all IMPROVEMENTS, in order to assist in making the entire SUBJECT PROPERTY a community of high standards and aesthetic beauty. Such architectural control may include all architectural aspects of any IMPROVEMENT including, but not limited to, size, height, site planning, set-back exterior design, materials, colors, open space, landscaping, waterscaping, and aesthetic criteria.

5.2. OWNER or PARCEL ASSOCIATION to Obtain Approval. No OWNER or PARCEL ASSOCIATION shall make any IMPROVEMENT, and no OWNER or PARCEL ASSOCIATION shall apply for any governmental approval or building or other permit for any IMPROVEMENT, unless the OWNER or PARCEL ASSOCIATION first obtains the written approval of the IMPROVEMENT from the APPROVING PARTY.

5.3. Request for Approval. Any request for approval by the APPROVING PARTY of any IMPROVEMENT shall be in writing and shall be accompanied by plans and specifications or other details as the APPROVING PARTY may deem reasonably necessary in connection with its determination as to whether or not it will approve same. The plans and specifications submitted for approval shall show the nature, kind, shape, height, materials, color, and location of all proposed IMPROVEMENTS. If the APPROVING PARTY deems the plans and specifications deficient, the APPROVING PARTY may require such further detail in the plans and specifications as the APPROVING PARTY deems necessary in connection with its approval of same, including, without limitation, floor plans, site plans, drainage plans, elevation drawings, and descriptions or samples of exterior materials and colors, and until receipt of the foregoing, the APPROVING PARTY may postpone review of any plans submitted for approval. The APPROVING PARTY shall have the right to charge a reasonable fee to any OWNER or PARCEL ASSOCIATION requesting architectural approval, including where applicable the fee of any architect or engineer hired by the APPROVING PARTY to review any plans or specifications, provided that the APPROVING PARTY shall not be required to use the services of any architect or engineer in connection with its exercise of architectural approval. The APPROVING PARTY shall not be obligated to review or approve any plans and specifications until such fee is paid. Approval of any request shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable improvement of any PROPERTY, but may be withheld due to aesthetic considerations.

5.4. Approval. The APPROVING PARTY shall notify the OWNER or PARCEL ASSOCIATION of its approval or disapproval, or that the APPROVING PARTY requires additions to the plans and specifications or other materials, by written notice within 30 days after request for such approval is made in writing to the APPROVING PARTY, and all documents, plans and specifications, and other materials required by the APPROVING PARTY in connection with such approval have been submitted

to and received by the APPROVING PARTY. In the event the APPROVING PARTY fails to disapprove any request within such 30 day period, the request shall be deemed approved and upon request the APPROVING PARTY shall give written notice of such approval, provided the party requesting such approval pays any fee charged by the APPROVING PARTY in connection with the approval. In consenting to any proposed IMPROVEMENT, the APPROVING PARTY may condition such consent upon changes being made and any such approval shall be deemed a disapproval unless and until the party requesting the approval agrees to the changes. If the APPROVING PARTY approves, or is deemed to have approved, any IMPROVEMENT, the OWNER or PARCEL ASSOCIATION requesting approval may proceed to make the IMPROVEMENT in strict conformance with the plans and specifications approved or deemed to have been approved, subject to any conditions of the APPROVING PARTY's approval, and shall not make any material changes without the approval of the APPROVING PARTY. If the APPROVING PARTY approves any IMPROVEMENT, same shall not require the APPROVING PARTY, or any subsequent APPROVING PARTY to approve any similar IMPROVEMENT in the future, and the APPROVING PARTY shall have the right in the future to withhold approval of similar IMPROVEMENTS requested by any other OWNER or PARCEL ASSOCIATION.

5.5. Architectural Guidelines and Criteria. The APPROVING PARTY may adopt and modify from time to time, in its discretion, minimum guidelines, criteria and/or standards which will be used by it in connection with its exercise of architectural control, provided however that same shall not apply to any previously existing or approved IMPROVEMENT. The foregoing may include, but are not limited to, minimum square footage, maximum height, minimum set-back, and minimum landscaping requirements.

5.6. Inspections. Upon the completion of any IMPROVEMENT, the applicable OWNER or PARCEL ASSOCIATION shall give written notice of the completion to the APPROVING PARTY. Within 90 days thereafter, the APPROVING PARTY shall have the right to inspect the IMPROVEMENT and notify the OWNER or PARCEL ASSOCIATION in writing that the IMPROVEMENT is accepted, or that the IMPROVEMENT is deficient because it was not completed in conformance with the approved plans and specifications or in a manner otherwise acceptable to the APPROVING PARTY, specifying the particulars of such deficiencies. Within 30 days thereafter the OWNER or PARCEL ASSOCIATION shall correct the deficiencies set forth in the notice, and upon completion of the work the APPROVING PARTY shall again be given a notice of the completion, and the provisions of this paragraph shall again become operative. If the APPROVING PARTY fails to notify the OWNER or PARCEL ASSOCIATION of any deficiencies within 90 days after receipt of a notice of completion, the IMPROVEMENT shall be deemed to have been accepted by the APPROVING PARTY.

5.7. Remedy for Violations. In the event this section is violated in that any IMPROVEMENT is made without first obtaining the approval of the APPROVING PARTY, or is not made in strict conformance with any approval given or deemed given by the APPROVING PARTY, the APPROVING PARTY shall specifically have the right to injunctive relief, without the necessity of posting a bond or security therefor, to require the applicable OWNER or PARCEL ASSOCIATION to stop, remove and or alter any IMPROVEMENT in a manner which complies with the requirements of the APPROVING PARTY, or the APPROVING PARTY may pursue any other remedy available to it. If DECLARANT is the APPROVING PARTY, then in connection with the enforcement of this section, DECLARANT shall have all of the rights of enforcement granted to the COMMUNITY ASSOCIATION pursuant to this DECLARATION, including but not limited to the right to impose fines, and to assess and lien for costs and expenses incurred in enforcing this section, except that any fines shall be paid to the COMMUNITY ASSOCIATION. In connection with the enforcement of this section, the APPROVING PARTY shall have the right to enter onto any PROPERTY and make any inspection necessary to determine that the provisions of this paragraph have been complied with. The failure of the APPROVING PARTY to object to any IMPROVEMENT prior to the completion of the IMPROVEMENT shall not constitute a waiver of the APPROVING PARTY's right to enforce the provisions of this section. Any action to enforce this Section must be commenced within 1 year after notice of the violation by the APPROVING PARTY, or within 3 years after the date of the violation, whichever occurs first. The foregoing shall be in addition to any other remedy set forth herein for violations of this DECLARATION. Notwithstanding anything contained within this DECLARATION to the contrary, the APPROVING PARTY shall have the exclusive authority to enforce the provisions of this Paragraph 5.

5.8. No Liability. Notwithstanding anything contained herein to the contrary, the APPROVING PARTY shall merely have the right, but not the duty, to exercise architectural control, and shall not be liable to any OWNER or PARCEL ASSOCIATION due to the exercise or non-exercise of such control, or the approval or disapproval of any IMPROVEMENT. Furthermore, the approval of any plans or specifications or any IMPROVEMENT shall not be deemed to be a determination or warranty that such

plans or specifications or IMPROVEMENT are complete or do not contain defects, or in fact meet any standards, guidelines and or criteria of the APPROVING PARTY, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the APPROVING PARTY shall not be liable for any defect or deficiency in such plans or specifications or IMPROVEMENT, or any injury resulting therefrom.

5.9. Compliance with Governmental Requirements. In addition to the foregoing requirements, any IMPROVEMENT made by any OWNER or PARCEL ASSOCIATION must be in compliance with the requirements of all controlling governmental authorities, and the OWNER or PARCEL ASSOCIATION shall be required to obtain an appropriate building permit from the applicable governmental authority when required by controlling governmental requirements. Any consent or approval by the APPROVING PARTY to any IMPROVEMENT may be made conditioned upon the OWNER or PARCEL ASSOCIATION obtaining a building permit for same, or providing the APPROVING PARTY written evidence from the controlling governmental authority that such permit will not be required, and in that event the OWNER or PARCEL ASSOCIATION shall not proceed with any IMPROVEMENT until such building permit or evidence that a building permit is not required is obtained and submitted to the APPROVING PARTY.

5.10. Construction by Licensed Contractor. If a building permit is required for any IMPROVEMENT made by any OWNER or PARCEL ASSOCIATION, then the IMPROVEMENT must be installed or constructed by a licensed contractor unless otherwise approved by the APPROVING PARTY, and in any event must be constructed in a good and workmanlike manner.

5.11. Certificate. Within 10 days after the request of any OWNER or PARCEL ASSOCIATION, the APPROVING PARTY shall issue without charge a written certification in recordable form as to whether or not the IMPROVEMENTS located upon the OWNER's LOT or within the property operated by the PARCEL ASSOCIATION comply with the provisions of this DECLARATION.

5.12. Effect of PARCEL ASSOCIATION. If a PARCEL ASSOCIATION is also granted the right to exercise architectural or similar control pursuant to a recorded declaration with respect to any PROPERTY, then any OWNER seeking architectural approval from the APPROVING PARTY shall first be required to obtain such approval in writing from the PARCEL ASSOCIATION; however, no approval given by any PARCEL ASSOCIATION shall be binding upon the APPROVING PARTY.

5.13. Approval by PARCEL DEVELOPER. So long as a PARCEL DEVELOPER of any PARCEL owns any PROPERTY within the PARCEL, the PARCEL DEVELOPER shall also have the right to approve any IMPROVEMENT pursuant to the provisions of this Paragraph 5, and the APPROVING PARTY shall not approve any IMPROVEMENT until such PARCEL DEVELOPER has approved same in writing.

5.14. Committee. Notwithstanding anything contained herein to the contrary, the APPROVING PARTY assign any right to exercise architectural control or approve any other matter which may be approved by the APPROVING PARTY to a committee or committees. Separate committees may be established for each PARCEL, and the committee for any PARCEL may be assigned the right to exercise architectural control or approve any other matter which may be approved by the APPROVING PARTY and which relate to the PARCEL. Such assignment to a PARCEL committee may provide that after the PARCEL committee has approved any matter, such matter must be further approved by the APPROVING PARTY or a master committee.

6. USE RESTRICTIONS AND MAINTENANCE REQUIREMENTS.

6.1. Air Conditioning Units. Only central air conditioning units are permitted without the prior written consent of the APPROVING PARTY.

6.2. Automobiles, Vehicles and Boats. Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, pick-up trucks of a type customarily used as private passenger vehicles, and other vehicles manufactured and commonly used as private passenger vehicles, may be parked within the SUBJECT PROPERTY overnight without the prior written consent of the APPROVING PARTY, unless kept within an enclosed garage. In particular and without limitation, without the prior written consent of the APPROVING PARTY, no vehicle containing commercial lettering, signs or equipment, and no truck, recreational vehicle, camper, trailer, or vehicle other than a private passenger vehicle as specified above, and no boat, may be parked or stored outside of a UNIT overnight. No overnight parking is permitted on any streets, lawns, or areas other than driveways and garages, without the consent of the APPROVING PARTY. Notwithstanding the foregoing, automobiles owned by governmental law enforcement agencies are expressly permitted. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the SUBJECT PROPERTY. All vehicles parked within the SUBJECT PROPERTY must be in good condition and repair.

and no vehicle which does not contain a current license plate or which cannot operate on its own power shall be parked within the SUBJECT PROPERTY outside of an enclosed garage for more than 24 hours, and no major repair of any vehicle shall be made on the SUBJECT PROPERTY. All vehicles parked within the SUBJECT PROPERTY must be painted with colors and in a manner which is customary for private passenger vehicles, and which is not offensive or distasteful in the reasonable opinion of the APPROVING PARTY. No motorcycle, motorbike, moped, all-terrain vehicle, or other such vehicle is permitted to be operated within the SUBJECT PROPERTY unless such vehicle is licensed for street use and equipped with appropriate noise-muffling equipment so that its operation does not create an unreasonable annoyance to the residents of the SUBJECT PROPERTY, and if the APPROVING PARTY determines the operation of any such vehicle creates an unreasonable annoyance to the residents of the SUBJECT PROPERTY, then after written demand from the APPROVING PARTY, the vehicle shall not be operated within the SUBJECT PROPERTY.

6.3. Basketball Backboards. Only professionally manufactured basketball backboards are permitted, which must be installed on black poles, with a white or clear backboard, and must be approved by the APPROVING PARTY. No garage or roof mounted basketball backboards are permitted. No portable basketball backboards may be kept outside of a UNIT overnight.

6.4. Beaches Lake Banks. No OWNER shall create any beach or sandy area contiguous to any lake or canal within the SUBJECT PROPERTY without the approval of the APPROVING PARTY and any controlling governmental authorities, and all lake banks shall be sodded after the development of the property adjacent thereto is completed, unless otherwise approved by the APPROVING PARTY.

6.5. Boat Docks. No boat docks or boat launching facilities shall be permitted other than those located within any recreational areas within the COMMON AREAS

6.6. Buffer.

6.6.1. All buffer areas as shown on the site plan for the TOTAL PROPERTY as approved by Lee County or any other applicable governmental authority, or as shown on a recorded plat of any portion of the TOTAL PROPERTY approved by Lee County, not owned by DECLARANT, an OWNER, a PARCEL ASSOCIATION, or the CLUB, shall be owned by the COMMUNITY ASSOCIATION. The owner of any buffer area shall maintain same in accordance with applicable requirements of Lee County or any other applicable governmental authority.

6.6.2. A 15 foot wide landscape buffer is hereby established within any LOT located along the 25 foot wide upland buffer that is within the conservation easement adjacent to the wetlands of Halfway Creek, which 15 foot wide buffer will extend into such LOT from the 25 foot wide buffer. Only native landscaping approved by the COMMUNITY ASSOCIATION or a committee thereof shall be permitted within such 15 foot wide buffer, and no such landscaping may be removed without the approval of the COMMUNITY ASSOCIATION or such committee. Any landscaping within the 15 foot wide buffer area shall conform to a management plan established by the COMMUNITY ASSOCIATION or committee in coordination with the United States Fish and Wildlife Service.

6.7. Business Use. No trade, business, profession, or commercial activity, or any other non-residential use, shall be conducted upon any portion of the SUBJECT PROPERTY nor within any UNIT, if in connection therewith customers or patients come to the UNIT or if such non-residential use is otherwise apparent from the exterior of a UNIT. The foregoing shall not preclude (i) home offices complying with the previous sentence, (ii) the rental of UNITS within the SUBJECT PROPERTY; or (iii) activities associated with the construction, development and sale of the SUBJECT PROPERTY or any portion thereof.

6.8. Clothes Lines and Outside Clothes Drying. Outdoor clothes drying is only permitted behind a UNIT, in an area which is screened from view from adjoining roads and from other UNITS within the SUBJECT PROPERTY. Only portable outdoor clothes-drying facilities approved by the APPROVING PARTY are permitted, and same shall be removed when not in use.

6.9. COMMON AREAS and PARCEL AREAS. Nothing shall be stored, constructed, placed within, or removed from any COMMON AREA or any PARCEL AREA by any OWNER other than DECLARANT or a PARCEL DEVELOPER, unless approved by the APPROVING PARTY.

6.10. Damage and Destruction. In the event any IMPROVEMENT is damaged or destroyed, the OWNER of the IMPROVEMENT, or the PARCEL ASSOCIATION responsible for repairing or restoring the damaged IMPROVEMENT, shall repair and restore the damaged IMPROVEMENT as soon as is reasonably practical to the same condition that the IMPROVEMENT was in prior to such damage or destruction, or shall remove the damaged IMPROVEMENT and restore the OWNER'S PROPERTY to a

vacant lot condition as soon as is reasonably practical, unless otherwise approved by the APPROVING PARTY.

6.11. Easement Areas.

6.11.1. "Drainage and/or Utility Easements" means such easements on those portions of the TOTAL PROPERTY so designated on any plat or any recorded easement for the installation and maintenance of utility and/or drainage facilities. Such easements are for the installation, maintenance, construction, and repair of drainage facilities, including, but not limited to, canals, pumps, pipes, inlets, and outfall structures and all necessary appurtenances thereto and underground utility facilities, including, but not limited to, power, telephone, sewer, water, gas, irrigation, lighting, and television transmission purposes. Within these easements, no Improvement or other material shall be placed or permitted to remain or alteration made which:

6.11.1.1. May damage or interfere with the installation and maintenance of utilities without the prior written consent of the affected utility company and the APPROVING PARTY; provided, however, the installation of a driveway or sod shall not require the consent of the affected utility companies unless the APPROVING PARTY imposes such requirements; or

6.11.1.2. May materially damage the direction of flow or drainage channels in the easements or may materially obstruct or retard the flow of water through drainage channels in the easements without the prior written consent of the APPROVING PARTY and applicable governmental agencies.

The portions of the SUBJECT PROPERTY designated as Drainage and/or Utility Easements and all improvements thereon shall be maintained continuously by the OWNER of such portion of the SUBJECT PROPERTY, except for those improvements for which a public authority or utility company is responsible.

6.11.2. "Water Management and/or Retention Easements" means such easements on those portions of the TOTAL PROPERTY so designated on any plat or any other recorded instrument for the storage of storm water and/or maintenance of adjacent water bodies. The PROPERTY subject to the Water Management and/or Retention Easements shall be maintained by the OWNER thereof in an ecologically sound condition for water retention, irrigation, drainage, and water management purposes in compliance with all applicable governmental requirements. DECLARANT, any PARCEL ASSOCIATION, and the OWNERS shall have the right to use the Water Management and/or Retention Easements to drain surface water from their PROPERTY, COMMON AREAS, and PARCEL AREAS. No IMPROVEMENT shall be placed within a Water Management and/or Retention Easement other than sod unless approved in writing by the APPROVING PARTY. No OWNER shall do anything which shall adversely affect the surface water management system of the TOTAL PROPERTY without the prior written consent of the APPROVING PARTY and all applicable governmental agencies.

6.12. Exterior Changes, Alterations and Improvements. No OWNER or PARCEL ASSOCIATION shall make any IMPROVEMENT, without the prior written consent of the APPROVING PARTY, as required by Paragraph 5 of this DECLARATION.

6.13. Fences and Walls. Fences and walls shall not be permitted in the front of any UNIT. No fence or wall shall be in installed without the consent of the APPROVING PARTY as to the location, height, type, and materials of the fence or wall. In approving any fence or wall, the APPROVING PARTY may give due consideration to such matters as easements, drainage, berms, or other physical characteristics of the applicable LOT or PROPERTY, and the effect of the fence or wall on the surrounding community. All fences and walls must be maintained in good condition at all times.

6.14. Firearms. The use or discharge of firearms, including but not limited to BB guns and pellet guns, is prohibited.

6.15. Garages. No garage shall be permanently enclosed, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or storage area, without the prior written consent of the APPROVING PARTY. All garage doors shall remain closed when not in use. If any garage is enclosed, the garage door shall not be removed and the enclosure shall be performed in a manner such that from the outside of the UNIT it appears the UNIT still contains a garage.

6.16. Garbage Containers, Oil and Gas Tanks, Air Conditioners. All garbage and refuse containers, air conditioning units, oil tanks, bottled gas tanks, and all permanently affixed swimming pool equipment and housing shall be underground or placed in walled-in or landscaped areas, and shall

11 25 98

OR 3351 PG 0172

be appropriately landscaped, as approved by the APPROVING PARTY so that they will be substantially concealed or hidden from any eye-level view from any street or adjacent property.

6.17. Garbage and Trash. Garbage, trash, refuse or rubbish shall be regularly picked up and shall not be permitted to unreasonably accumulate. Garbage, trash, refuse or rubbish that is required to be placed near any street or at any particular area in order to be collected may be so placed and kept after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

6.18. Hazardous Waste. No hazardous or toxic waste shall be disposed of within the SUBJECT PROPERTY, and there shall be no unlawful contamination of the soil or underground water supplies within the SUBJECT PROPERTY, and no any environmental law, rule, regulation, or ordinance shall be violated.

6.19. Lakes and Canals. No swimming or motor boating will be allowed in any lake or canal.

6.20. Landscaping. All PROPERTY containing a UNIT, or owned in conjunction with the ownership of a UNIT, or owned and/or operated by a PARCEL ASSOCIATION, shall be tastefully landscaped in accordance with any criteria established by the APPROVING PARTY, to the waterline of any abutting lake or canal and to the pavement edge of any abutting road or parking area. Lawns shall be primarily grass, and shall not be paved or covered with gravel, artificial turf or other covering unless permitted by the APPROVING PARTY. All diseased or dead sod, plants, shrubs or flowers shall be promptly replaced, and excessive weeds, underbrush or unsightly growth shall be removed. All landscaping shall be regularly maintained in first-class condition and appearance, including mowing, trimming, fertilization, irrigation, and weed, insect and disease control. Underground sprinkler systems shall be installed, maintained and used to irrigate all landscaping on any LOT, or any PROPERTY owned by any PARCEL ASSOCIATION, or any other landscaping which the OWNER of the LOT or any PARCEL ASSOCIATION is required to maintain pursuant to this paragraph. All underground sprinkler systems serving any LOT or any PROPERTY containing a UNIT shall be connected to the system supplying water to the Unit, unless prohibited by the applicable governmental authority or utility company or otherwise approved by the APPROVING PARTY. Any underground sprinkler system which utilizes water supplied by a well shall utilize a rust inhibitor system approved by the APPROVING PARTY, so that rust deposits will not accumulate on any building, wall or paved area. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any PROPERTY without the consent of the APPROVING PARTY.

6.21. Leases. All leases of a UNIT must be in writing and specifically be subject to this DECLARATION, the ARTICLES and the BYLAWS, and copies delivered to the COMMUNITY ASSOCIATION prior to occupancy by the tenant(s). No lease shall be for a period of less than 30 days, and no UNIT OWNER may lease his UNIT more than 6 times in any consecutive 12 month period, without the consent of the APPROVING PARTY. Notwithstanding the foregoing, a UNIT OWNER may from time to time permit guests to occupy his UNIT, without consideration, provided the COMMUNITY ASSOCIATION is given prior written notice of such occupancy. Such guest occupancy shall not exceed 6 times in any consecutive 12 month period, without the consent of the APPROVING PARTY. Notwithstanding anything contained herein to the contrary, no amendment to this DECLARATION may be made by the UNIT OWNERS which would further prohibit or restrict any UNIT OWNER from renting his UNIT, without the consent of 100% of the UNIT OWNERS.

6.22. Maintenance. All UNITS, buildings and other improvements existing under, upon or over any PROPERTY from time to time shall at all times be maintained in accordance with all applicable governmental requirements, in first class condition and good working order, and in a neat and attractive manner. Exterior maintenance, including painting, shall be periodically performed as reasonably required. Paint colors shall not be materially changed without the consent of the APPROVING PARTY, and all paint colors shall be harmonious with other improvements within the SUBJECT PROPERTY. No excessive and/or unsightly mildew, rust deposits, dirt, or deterioration shall be permitted to accumulate on any building or improvement. All sidewalks, roads, streets, driveways, parking areas, and other paved or hard-surfaced areas intended for use by vehicular or pedestrian traffic shall be cleaned and kept free of debris; and cracks, damaged and/or eroding areas on same shall be repaired, replaced and/or resurfaced as necessary. All curbing and bumper stops shall be repaired or replaced if damaged. All striping, including but not limited to, parking space, traffic lane and directional markings, within any road, street, or parking area, shall be repainted as necessary, so that same will be clearly visible at all times.

3064 PG 1073

6.23. Nuisances. No nuisances shall be permitted within the SUBJECT PROPERTY, and no use or practice which is an unreasonable source of annoyance to the residents within the SUBJECT PROPERTY or shall interfere with the Peaceful possession and proper use of the SUBJECT PROPERTY by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times.

6.24. Open Space. All open space within the TOTAL PROPERTY as required by Lee County or any other applicable governmental authority shall be preserved and maintained as open space, and the development thereof shall be restricted to open space purposes, in accordance with the requirements of Lee County or any other applicable governmental authority, unless otherwise permitted by Lee County or any other applicable governmental authority. With the exception of lawns owned solely by a the OWNER of a LOT, all other open space areas will be preserved or maintained by the owner thereof, a PARCEL ASSOCIATION, or the COMMUNITY ASSOCIATION so that its use and enjoyment as open space will not be diminished or destroyed, except as permitted by Lee County or any other applicable governmental authority.

6.25. Outside Antennas. No outside antennas or signal-receiving or sending dishes or devices are permitted which are visible from the exterior of a UNIT without the prior written consent of the APPROVING PARTY, except for digital satellite dishes not exceeding 18" in diameter which are located in the rear of the home on the LOT and not visible from adjoining streets or LOTS.

6.26. Outside Storage of Personal Property. The personal property of any resident of the SUBJECT PROPERTY shall be kept inside the resident's UNIT or a fenced or a walled-in yard, except for tasteful patio furniture and accessories, Bar-B-Q grills, playground equipment approved by the APPROVING PARTY, and other personal property commonly kept outside, which must be kept in the rear of the LOT and must be neat appearing and in good condition.

6.27. Pets. No animals, livestock or poultry of any kind shall be permitted to be kept within the SUBJECT PROPERTY by any OWNER without the consent of the COMMUNITY ASSOCIATION. Notwithstanding the foregoing, up to 2 cats, or 2 dogs, or 1 cat and one dog, is permitted in any UNIT. No pit bull terriers are permitted without the consent of the APPROVING PARTY, which may be withheld in its sole discretion. Only dogs and cats will be permitted outside of the permanently enclosed air conditioned living space of a UNIT, and no pet other than a cat or dog shall be permitted outside of such portion of a UNIT, including but not limited to any screened in porch or patio, without the consent of the APPROVING PARTY. Any pet must be carried or kept on a leash when outside of a UNIT or fenced-in area. Any pet must not be an unreasonable nuisance or annoyance to other residents of the SUBJECT PROPERTY. Any resident shall pick up and remove any solid animal waste deposited by his pet on the SUBJECT PROPERTY, except for designated pet-walk areas, if any. No commercial breeding of pets is permitted within the SUBJECT PROPERTY. The APPROVING PARTY may require any pet to be immediately and permanently removed from the SUBJECT PROPERTY due to a violation of this Paragraph.

6.28. Portable Buildings. No portable, storage, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any PROPERTY for storage or otherwise, without the prior written consent of the APPROVING PARTY.

6.29. Security Services. There shall be installed within each UNIT an electronic security system approved by the APPROVING PARTY, which approval shall not be unreasonably withheld. The electronic security system within each UNIT shall be fully operational at all times, regardless of whether or not the UNIT is occupied, from and after the date that the UNIT is first conveyed by the developer initially constructing the UNIT or the date that the UNIT is first occupied, whichever occurs first. Such security systems shall be of a type which transmits a signal to a central permanently staffed facility. With respect to the security systems within the SUBJECT PROPERTY, DECLARANT may contract with a cable television company to provide such security systems, which will be monitored by a guard within the guardhouse at the entrance into the SUBJECT PROPERTY, and the use of any such security system shall be acceptable without the further consent of the APPROVING PARTY. In the event any UNIT OWNER uses any security system other than a security system which is capable of being monitored by the guard within such guardhouse, the approval of the APPROVING PARTY to such security system may be conditioned upon the company providing the security system agreeing in a manner reasonably satisfactory to the APPROVING PARTY to (i) notify the COMMUNITY ASSOCIATION in the event the security system is discontinued or disconnected, and (ii) notify the guard at the guardhouse as soon as the company receives notice that the UNIT has been broken into or that another problem monitored by the security system exists. DECLARANT and the COMMUNITY ASSOCIATION shall have no liability

to any OWNER in connection with any security system, including but not limited to the failure of the guard at the guardhouse to receive or act upon any signal indicating a problem in any UNIT, whether such failure is negligent or otherwise.

6.30. Signs. No signs shall be placed upon any PROPERTY, and no signs shall be placed in or upon any UNIT which are visible from the exterior of the UNIT, without the prior written consent of the APPROVING PARTY. Notwithstanding the foregoing, a portable and tasteful "open house" advertising sign is permitted upon any LOT for a period not exceed 8 hours in any day, and 24 hours in any consecutive 7-day period, which shall not be larger than 2-1/2 square feet in size, during such periods when the OWNER or a licensed real estate broker or sales person is holding a bona fide "open house" to lease or sell the UNIT on the LOT. In the event any sign is installed within the SUBJECT PROPERTY or on the exterior of any UNIT which violates this Paragraph, the APPROVING PARTY shall have the right to remove such sign without notice to the OWNER or PARCEL ASSOCIATION, and any such removal shall not be deemed a trespass and the APPROVING PARTY shall not be liable for the removal or for any damage or loss to the sign.

6.31. Solar Collectors. Solar collectors are permitted, provided that the APPROVING PARTY shall have the right to approve the specific location where solar collectors may be installed on a roof with an orientation to the south or within 45 degrees east or west of due south, provided that such determination does not impair the effective operation of the solar collectors.

6.32. Subdivision. No LOT shall be further subdivided without the prior written consent of the APPROVING PARTY if same would result in the creation of more LOTS than before such resubdivision. Notwithstanding the foregoing, any LOT or portions of one or more LOT(s) may be conveyed to the OWNER(S) of contiguous LOT(s) in order to increase the size of the contiguous LOT(S), so long as any remaining portion of the divided LOT not so conveyed is independently useful for the construction of a UNIT that complies with the requirements of this DECLARATION. If all of any LOT is divided between the contiguous LOTS in order to increase the size of the contiguous LOTS, then the OWNERS of the divided LOT shall be required to divide among themselves the vote and ASSESSMENT responsibility of the divided LOT pursuant to an instrument recorded in the Public Records of the County where the SUBJECT PROPERTY is located and approved by the COMMUNITY ASSOCIATION.

6.33. Surface Water Management. No OWNER or any other PERSON shall do anything to adversely affect the surface water management and drainage of the SUBJECT PROPERTY without the prior written approval of the COMMUNITY ASSOCIATION and any controlling governmental authority, including but not limited to the excavation or filling in of any lake or canal, or any portion of the SUBJECT PROPERTY, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the SUBJECT PROPERTY by DECLARANT or by the developer of any portion of the SUBJECT PROPERTY in accordance with permits issued by controlling governmental authorities.

6.34. Swimming Pools. No above-ground swimming pools, spas, or the like, shall be installed without the consent of the APPROVING PARTY.

6.35. Tree Removal. No trees shall be removed without the consent of the APPROVING PARTY.

6.36. Utility Lines and Services. All utility lines and services shall be maintained in good working condition.

6.37. Water and Waste Water Utilities. Gulf Utility Company, or its successors or assigns ("Company"), has the sole and exclusive right to provide all potable water distribution and sewage collection facilities and service to the SUBJECT PROPERTY and to utilize the facilities to provide service to any property to which water and waste water service is actually rendered by Company. All occupants of any residence, building, UNIT or IMPROVEMENT erected or located on the SUBJECT PROPERTY, and all subsequent or future OWNERS or purchasers of the SUBJECT PROPERTY, or any portion thereof, shall receive such services from the Company, and shall pay for same in accordance with the Company's rate schedules from time to time in effect as approved by the Florida Public Service Commission; and, all occupants of any residence, building, UNIT or IMPROVEMENT erected or located on the SUBJECT PROPERTY, and all subsequent or future OWNERS or purchasers of the SUBJECT PROPERTY, or any portion thereof, agree, by occupying any premises on the SUBJECT PROPERTY, or by recording any deed of conveyance with respect to any portion of the SUBJECT PROPERTY, that they will not construct, dig, build or otherwise make available nor use service from any source other than provided by Company.

11 25 91

6.38. Wells. No wells may be installed within the SUBJECT PROPERTY without the prior written consent of the APPROVING PARTY and the utility company supplying potable water to the SUBJECT PROPERTY.

6.39. Window Treatments. Window treatments shall consist of drapery, blinds, shutters, decorative panels, or other tasteful window covering, of the type customarily found in single family homes, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding 2 weeks after an OWNER or tenant first moves into a UNIT or when permanent window treatments are being cleaned or repaired.

6.40. Rules and Regulations. The COMMUNITY ASSOCIATION may adopt reasonable rules and regulations relating to the use and maintenance of the SUBJECT PROPERTY. Copies of such rules and regulations and amendments shall be furnished by the COMMUNITY ASSOCIATION to any OWNER or upon request.

6.41. Additional Restrictions. Nothing contained herein shall prohibit the OWNER of any PROPERTY from imposing restrictions upon such PROPERTY in addition to, or more restrictive than, the restrictions contained herein.

6.42. Exemption or Waiver. DECLARANT, so long as it owns any portion of the TOTAL PROPERTY, shall have the right to exempt any PROPERTY from any or all of the restrictions contained in this DECLARATION in DECLARANT's sole discretion, by a written amendment or supplement to this DECLARATION. Any such exemption may not be modified or terminated, directly or indirectly, without the consent of the OWNER of the PROPERTY so exempted. In addition, the APPROVING PARTY shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions, as to any PROPERTY or UNIT where, in the discretion of the APPROVING PARTY, circumstances exist which justify such waiver or deviation. In the event of any such exemption, waiver or permitted deviation, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of the APPROVING PARTY to enforce these restrictions or from insisting upon strict compliance with respect to all other PROPERTY and UNITS, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future.

6.43. Responsibility for Maintenance and Compliance.

6.43.1. OWNERS. The OWNER of any PROPERTY shall be responsible for complying with all of the provisions of this Section with respect to such PROPERTY.

6.43.2. PARCEL ASSOCIATION. Each PARCEL ASSOCIATION shall be responsible for complying with all provisions of this Section with respect to all of the PROPERTY which is subject to the jurisdiction of the PARCEL ASSOCIATION, notwithstanding the fact that the OWNER of any portion of the PROPERTY may also be responsible for such compliance with respect to the PROPERTY owned by such OWNER.

6.43.3. Enforcement. In the event any OWNER or PARCEL ASSOCIATION fails to comply with any provision of this Section, the COMMUNITY ASSOCIATION shall have all rights of enforcement set forth in Paragraph 7, including, but not limited to, the right to perform any maintenance which any OWNER or PARCEL ASSOCIATION has failed to perform, and to assess the applicable OWNER or PARCEL ASSOCIATION for all costs and expenses incurred by the COMMUNITY ASSOCIATION in connection therewith.

6.43.4. Limitations. No OWNER or PARCEL ASSOCIATION shall maintain, repair and/or improve any PROPERTY for which the COMMUNITY ASSOCIATION has the responsibility and duty for maintenance without the prior written consent of the COMMUNITY ASSOCIATION.

6.44. Exceptions for DECLARANT and Other Developers. The foregoing use and maintenance restrictions shall not apply to DECLARANT, or to any PROPERTY while owned by DECLARANT, and shall not be applied in a manner which would unreasonably prohibit or restrict the development of any PROPERTY and the construction of any UNITS, buildings and other improvements thereon, or any activity associated with the sale of any new UNITS, by DECLARANT or by any PARCEL DEVELOPER or any other builder. Specifically, and without limitation, DECLARANT and any PARCEL DEVELOPER, and, subject to the consent of DECLARANT, any other builder, shall have the right to: (i) construct any UNITS or improvements within the SUBJECT PROPERTY, and make any additions, alterations, improvements, or changes thereto; (ii) maintain customary and usual sales, leasing, general office and construction operations on any PROPERTY, in connection with such PROPERTY or any other property owned by the applicable developer or any affiliate of the developer; (iii) place, erect or construct

2306 PAGE 1076

portable, temporary or accessory buildings or structures upon any PROPERTY, or use any UNIT, for sales, leasing, general office, construction, storage or other purposes relating to the PROPERTY or any other property; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any PROPERTY; and (v) post, display, inscribe or affix to the exterior of a UNIT or upon any PROPERTY, signs and other materials used in developing, constructing, selling, leasing or promoting any PROPERTY or any other property.

7. COLLECTION OF ASSESSMENTS, DEFAULT AND ENFORCEMENT.

7.1. Monetary Defaults and Collection of ASSESSMENTS.

7.1.1. Late Fees and Interest. If any OWNER is in default in the payment of any ASSESSMENT for more than ten (10) days after same is due, or if any OWNER or PARCEL ASSOCIATION is in default in the payment of any other moneys owed to the COMMUNITY ASSOCIATION for a period of more than ten (10) days after written demand by the COMMUNITY ASSOCIATION, or if any check for any ASSESSMENT or any other monies owed to the COMMUNITY ASSOCIATION is dishonored, the COMMUNITY ASSOCIATION shall have the right to charge the applicable OWNER or PARCEL ASSOCIATION a late or bad check fee of ten percent (10%) of the amount due, or $25.00, whichever is greater, plus interest at the highest rate permitted by law on the amount owed to the COMMUNITY ASSOCIATION from and after said ten (10) day period.

7.1.2. Acceleration of ASSESSMENTS. In addition, if any OWNER is in default in the payment of any ASSESSMENT or any other moneys owed to the COMMUNITY ASSOCIATION, for more than ten (10) days after written demand by the COMMUNITY ASSOCIATION, the COMMUNITY ASSOCIATION shall have the right to accelerate and require such defaulting OWNER to pay to the COMMUNITY ASSOCIATION ASSESSMENTS for COMMON EXPENSES for the next twelve (12) month period, based upon the then existing amount and frequency of ASSESSMENTS for COMMON EXPENSES. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular ASSESSMENTS for COMMON EXPENSES, for all special ASSESSMENTS for COMMON EXPENSES, and/or all other ASSESSMENTS and moneys payable to the COMMUNITY ASSOCIATION.

7.1.3. Collection. In the event any OWNER or PARCEL ASSOCIATION fails to pay any ASSESSMENT or other moneys due to the COMMUNITY ASSOCIATION within ten (10) days after written demand, the COMMUNITY ASSOCIATION may take any action deemed necessary in order to collect such ASSESSMENTS or moneys including, but not limited to, retaining the services of a collection agency or attorney to collect such ASSESSMENTS or moneys, initiating legal proceedings for the collection of such ASSESSMENTS or moneys, recording a claim of lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action, and the OWNER or PARCEL ASSOCIATION shall be liable to the COMMUNITY ASSOCIATION for all costs and expenses incurred by the COMMUNITY ASSOCIATION incident to the collection of any ASSESSMENT or other moneys owed to it, and the enforcement and/or foreclosure of any lien for same, including reasonable attorneys' fees whether or not incurred in legal proceedings, and all sums paid by the COMMUNITY ASSOCIATION for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the COMMUNITY ASSOCIATION's lien. The COMMUNITY ASSOCIATION shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any ASSESSMENTS or monies owed to it, and if the COMMUNITY ASSOCIATION becomes the OWNER of any PROPERTY by reason of such foreclosure, it shall offer such PROPERTY for sale within a reasonable time and shall deduct from the proceeds of such sale all ASSESSMENTS or moneys due it. All payments received by the COMMUNITY ASSOCIATION on account of any ASSESSMENTS or moneys owed to it by any OWNER or PARCEL ASSOCIATION shall be first applied to payments and expenses incurred by the COMMUNITY ASSOCIATION, then to interest, then to any unpaid ASSESSMENTS or moneys owed to the COMMUNITY ASSOCIATION in the inverse order that the same were due.

7.1.4. Lien for ASSESSMENT and Moneys Owed to COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION shall have a lien on all PROPERTY owned by any OWNER, for any unpaid ASSESSMENTS (including any ASSESSMENTS which are accelerated pursuant to this DECLARATION) or other moneys owed to the COMMUNITY ASSOCIATION by such OWNER, and for interest, reasonable attorneys' fees incurred by the COMMUNITY ASSOCIATION incident to the collection of the ASSESSMENTS and other moneys, or enforcement of the lien, and for all sums advanced and paid by the COMMUNITY ASSOCIATION for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the COMMUNITY ASSOCIATION's lien. The lien is effective from and after the recording of a claim of lien in the public records of the County in which the

OR 3054 PG 1077

SUBJECT PROPERTY is located, stating the description of the PROPERTY, the name of the OWNER which owns the PROPERTY, the amount due, and the due dates. The lien is in effect until all sums secured by it have been fully paid. The claim of lien must be signed and acknowledged by an officer or agent of the COMMUNITY ASSOCIATION. Upon payment in full of all sums secured by the lien, the PERSON making the payment is entitled to a satisfaction of the lien.

7.1.5. Transfer of PROPERTY after ASSESSMENT. The COMMUNITY ASSOCIATION's lien shall not be affected by the sale or transfer of any PROPERTY, and in the event of any such sale or transfer, both the new OWNER and the prior OWNER shall be jointly and severally liable for all ASSESSMENTS, interest, and other costs and expenses owed to the COMMUNITY ASSOCIATION which are attributable to any PROPERTY purchased by or transferred to such new OWNER.

7.1.6. Subordination of the Lien to Mortgages. The lien of the COMMUNITY ASSOCIATION for ASSESSMENTS or other moneys shall be subordinate and inferior to the lien of any first mortgage recorded prior to the recording of a Claim of Lien by the COMMUNITY ASSOCIATION. The sale or transfer of any PROPERTY by the foreclosure of a first mortgage or by deed in lieu thereof, shall extinguish the lien of the COMMUNITY ASSOCIATION as to any ASSESSMENT, interest, expenses or other moneys owed to the COMMUNITY ASSOCIATION which became due prior to such sale or transfer, unless a Claim of Lien for same was recorded prior to the recording of the mortgage, and neither the mortgagee, nor any purchaser at a foreclosure sale, nor their grantees or successors, shall be responsible for said payments, but they shall be liable for any ASSESSMENTS due after such sale or transfer. If the COMMUNITY ASSOCIATION's lien or its rights to any lien for any such ASSESSMENTS, interest, expenses or other moneys owed to the COMMUNITY ASSOCIATION by any OWNER is extinguished as aforesaid, such sums shall thereafter be COMMON EXPENSES, collectible from all OWNERS including such acquirer, and its successors and assigns.

7.1.7. No Set-Offs. No OWNER shall have the right to set-off or reduce any ASSESSMENTS for COMMON EXPENSES by any claims that such OWNER may have or may claim to have against the COMMUNITY ASSOCIATION or against DECLARANT or any PARCEL DEVELOPER.

7.1.8. Exception for DECLARANT. Notwithstanding the foregoing, DECLARANT shall not be liable for any interest or late fees for any ASSESSMENTS or other funds owed to the COMMUNITY ASSOCIATION, and the COMMUNITY ASSOCIATION shall not have a lien against any property for any ASSESSMENTS or other monies owed to the COMMUNITY ASSOCIATION by DECLARANT.

7.1.9. Suspension of Voting Rights. The COMMUNITY ASSOCIATION may suspend the voting rights of any OWNER other than DECLARANT or any PARCEL DEVELOPER for the nonpayment of regular ASSESSMENTS for COMMON EXPENSES that are delinquent for more than 90 days.

7.2. Non-Monetary Defaults. In the event of a violation by any OWNER or any tenant of an OWNER, or any person residing with them, or their guests or invitees, or by any PARCEL ASSOCIATION (other than the nonpayment of any ASSESSMENT or other moneys) of any of the provisions of this DECLARATION, or of the ARTICLES or BYLAWS, the COMMUNITY ASSOCIATION shall notify the OWNER (and where applicable any tenant of the OWNER) or PARCEL ASSOCIATION of the violation, by written notice. If (i) such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or (ii) the violation is not capable of being cured within such seven (7) day period and the OWNER or tenant, or PARCEL ASSOCIATION, fails to commence and diligently proceed to completely cure as soon as practicable such violation within seven (7) days after written notice by the COMMUNITY ASSOCIATION, then the COMMUNITY ASSOCIATION may, at its option:

7.2.1. Fine the OWNER or tenant, or PARCEL ASSOCIATION, as provided below and/or suspend, for a reasonable period of time, the rights of the OWNER and anyone residing in the OWNER's UNIT, and their guests, and invitees, to use the COMMON AREAS (but such suspension shall not impair the right of an OWNER or tenant to have vehicular and pedestrian access to and from the OWNER'S UNIT); and/or

7.2.2. Commence an action to enforce the performance on the part of the OWNER or PARCEL ASSOCIATION, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and or

7.2.3. Commence an action to recover damages; and/or

2064 PG 1078

7.2.4. Take any and all action reasonably necessary to correct such failure, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained, or performing any maintenance required to be performed by this DECLARATION; and/or

7.2.5. Record a "notice of violation" in the public records of the county in which the SUBJECT PROPERTY is located, which shall describe the legal description of the applicable PROPERTY owned by the OWNER, the OWNER's name, and the nature of the violation, and shall be signed by an officer or agent of the COMMUNITY ASSOCIATION. If recorded, such notice of violation shall be released when the violation is cured and the applicable OWNER pays any costs or expenses due to the COMMUNITY ASSOCIATION in connection with the violation and the recording of the notice of violation.

All expenses incurred by the COMMUNITY ASSOCIATION in connection with the enforcement of this DECLARATION action against any OWNER or PARCEL ASSOCIATION, including reasonable attorneys' fees whether or not incurred in legal proceedings, shall be assessed against the applicable OWNER or PARCEL ASSOCIATION, and shall be due upon written demand by the COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION shall have a lien for any such ASSESSMENT and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such ASSESSMENT, and may take such action to collect such ASSESSMENT or foreclose said lien as in the case and in the manner of any other ASSESSMENT as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of the County in which the SUBJECT PROPERTY is located.

7.3. Fines and Suspensions.

7.3.1. The amount of any fine shall not exceed any amount as is permitted by law. Notwithstanding the foregoing, if any violation of this DECLARATION or the Rules and Regulations is of a continuing nature, and if the PARCEL ASSOCIATION, OWNER or tenant fails to cure any continuing violation within 30 days after written notice of such violation, or if such violation is not capable of being cured within such 30 day period, if the PARCEL ASSOCIATION, OWNER or tenant fails to commence action reasonably necessary to cure the violation within such 30 day period or shall thereafter fail to diligently proceed to cure the violation as soon as is reasonably practical, in addition to the initial fine a daily fine may be imposed until the violation is cured in an amount not to exceed $10.00 per day, to the extent not prohibited by law.

7.3.2. Prior to imposing any suspension or fine, the PARCEL ASSOCIATION, OWNER or tenant shall be given written notice of the fact that the COMMUNITY ASSOCIATION is considering the imposition of the suspension or fine, including (i) a statement of the provisions of the DECLARATION, BYLAWS or Rules and Regulations which have allegedly been violated, (ii) the proposed length of the suspension or amount of the fine, and (iii) the right of the PARCEL ASSOCIATION, OWNER or tenant to request a hearing by written request to the COMMUNITY ASSOCIATION within 14 days after the COMMUNITY ASSOCIATION's notice. If the PARCEL ASSOCIATION, OWNER or tenant desires a hearing, they must so notify the COMMUNITY ASSOCIATION in writing within 14 days after the COMMUNITY ASSOCIATION's notice, and in that event a hearing shall be held in accordance with applicable law upon not less than 14 days written notice to the PARCEL ASSOCIATION, OWNER or tenant. At the hearing, the PARCEL ASSOCIATION, OWNER or tenant shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and the suspension or fine previously imposed may be approved, disapproved or modified. If the PARCEL ASSOCIATION, OWNER or tenant fails to timely request a hearing, or fails to attend the hearing, the proposed fine or suspension set forth in the COMMUNITY ASSOCIATION's notice shall be deemed imposed.

7.3.3. Any fine imposed shall be due and payable within ten (10) days after written notice of the imposition of the fine, or if a hearing is timely requested within ten (10) days after the decision at the hearing. Any fine levied against an OWNER shall be deemed an ASSESSMENT, and if not paid when due all of the provisions of this DECLARATION relating to the late payment of ASSESSMENTS shall be applicable.

7.3.4. The BOARD may, and to the extent required by law shall, delegate the right to impose suspension or fines, set the amount thereof, and/or conduct hearings pursuant to this paragraph, to a Committee of the COMMUNITY ASSOCIATION.

3054 Pg 1079

7.3.5. Notwithstanding the foregoing, the COMMUNITY ASSOCIATION shall not have the right to impose any fine against DECLARANT, and PARCEL DEVELOPER, or any other builder or developer of any portion of the SUBJECT PROPERTY.

7.4. Negligence. An OWNER shall be liable and may be assessed by the COMMUNITY ASSOCIATION for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, to the extent otherwise provided by law and to the extent that such expense is not met by the proceeds of insurance carried by the COMMUNITY ASSOCIATION. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a LOT or UNIT, or the COMMON AREAS.

7.5. Responsibility of an OWNER for Occupants, Tenants, Guests, and Invitees. To the extent otherwise provided by law, each OWNER shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his UNIT, and for all guests and invitees of the OWNER or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the COMMON AREAS, or any liability to the COMMUNITY ASSOCIATION, the OWNER shall be assessed for same as in the case of any other ASSESSMENT, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the COMMUNITY ASSOCIATION. Furthermore, any violation of any of the provisions of this DECLARATION, of the ARTICLES, or the BYLAWS, by any resident of any UNIT, or any guest or invitee of an OWNER or any resident of a UNIT, shall also be deemed a violation by the OWNER, and shall subject the OWNER to the same liability as if such violation was that of the OWNER.

7.6. Right of COMMUNITY ASSOCIATION to Evict Tenants, Occupants, Guests and Invitees. With respect to any tenant or any person present in any UNIT or any portion of the SUBJECT PROPERTY, other than an OWNER and the members of his immediate family permanently residing with him in the UNIT, if such person shall materially violate any provision of this DECLARATION, the ARTICLES, or the BYLAWS, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the SUBJECT PROPERTY, or shall willfully damage or destroy any COMMON AREAS or personal property of the COMMUNITY ASSOCIATION, then upon written notice by the COMMUNITY ASSOCIATION such person shall be required to immediately leave the SUBJECT PROPERTY and if such person does not do so, the COMMUNITY ASSOCIATION is authorized to commence an action to evict such tenant or compel the person to leave the SUBJECT PROPERTY and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable OWNER, and the COMMUNITY ASSOCIATION may collect such ASSESSMENT and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the COMMUNITY ASSOCIATION.

7.7. No Waiver. The failure of the COMMUNITY ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this DECLARATION, the ARTICLES, or the BYLAWS, shall not constitute a waiver of the right of the COMMUNITY ASSOCIATION to enforce such right, provision, covenant or condition in the future.

7.8. Rights Cumulative. All rights, remedies and privileges granted to the COMMUNITY ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this DECLARATION, the ARTICLES or the BYLAWS, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the COMMUNITY ASSOCIATION thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

7.9. Enforcement Against other Persons. In addition to the foregoing, this DECLARATION may be enforced by DECLARANT, or the COMMUNITY ASSOCIATION, by any procedure at law or in equity against any PERSON violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this DECLARATION shall be borne by the PERSON against whom enforcement is sought, provided such proceeding results in a finding that such PERSON was in violation of this DECLARATION. In addition to the foregoing, any PARCEL ASSOCIATION or OWNER shall have the right to bring an action to enforce this DECLARATION against any PERSON violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no PARCEL ASSOCIATION or OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any PERSON, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

93064 Pg 1080

7.10. Certificate as to Unpaid ASSESSMENTS or Default. Within 15 days after written request by any OWNER or INSTITUTIONAL LENDER holding or making a mortgage encumbering any PROPERTY, the COMMUNITY ASSOCIATION shall provide such OWNER or INSTITUTIONAL LENDER with a written certificate as to whether or not the OWNER, and any applicable PARCEL ASSOCIATION having jurisdiction over the OWNER's PROPERTY, is in default with respect to the payment of ASSESSMENTS or with respect to compliance with the terms and provisions of this DECLARATION. Any person who relies on such certificate in purchasing or making a mortgage encumbering any PROPERTY shall be protected thereby.

7.11. Enforcement of Obligations of COMMUNITY ASSOCIATION. DECLARANT, regardless of whether or not it is a member of the COMMUNITY ASSOCIATION, and any controlling governmental authority, shall have the right to enforce the obligations of the COMMUNITY ASSOCIATION to properly maintain and operate any property as required by this DECLARATION, and in the event the COMMUNITY ASSOCIATION defaults with respect to any of its obligations to operate or maintain any property, and does not commence and diligently proceed to cure such default as soon as is reasonably practical and in any event within 10 days after demand by DECLARANT or any controlling governmental authority, DECLARANT or such controlling governmental authority shall have the right to perform such maintenance and in that event all reasonable costs and expenses incurred by DECLARANT or such governmental authority, plus interest at the highest rate permitted by law, shall be paid by the COMMUNITY ASSOCIATION, plus any costs, expenses, and attorney's fees incurred in connection with the enforcement of the COMMUNITY ASSOCIATION's duties and obligations hereunder or the collection of any such sums. DECLARANT or the controlling governmental authority shall have the right to collect such sums from the OWNERS and in connection therewith shall have all enforcement rights granted to the COMMUNITY ASSOCIATION in connection with the collection of said moneys, including but not limited to all lien rights provided by this DECLARATION. In addition, the duties and obligations of the COMMUNITY ASSOCIATION may be enforced by any UNIT OWNER through appropriate legal proceedings.

8. SPECIAL PROVISIONS REGARDING CLUB. It is acknowledged that a golf club will be operated within portions of the TOTAL PROPERTY by the CLUB. The following provisions shall apply with respect to the CLUB.

8.1. Provisions of DECLARATION not Applicable to CLUB. The provisions of Paragraphs 5 and 6 of this DECLARATION shall not apply to the CLUB. Notwithstanding the foregoing, the CLUB shall maintain the CLUB PROPERTY in good condition at all times.

8.2. Easement. An easement over, under, upon and across all or any portion of the TOTAL PROPERTY is hereby granted and established in favor of the CLUB, and the employees, contractors, members, guests and invitees of the CLUB, to permit the doing of every act necessary and or incidental to the playing of golf and the use, maintenance and operation of the golf course and other facilities within the CLUB PROPERTY. These acts shall include, but are not limited to, the recovery of golf balls from any PROPERTY that is not fenced or walled-in, the flight of golf balls over and upon any PROPERTY, the use of necessary and usual equipment upon the golf course within the CLUB, and all other common and usual activities associated with the game of golf and/or the use, maintenance and operation of the golf course and other facilities within the CLUB PROPERTY.

8.3. Assumption of Risk. Each OWNER or occupant of a UNIT assumes all risks associated with the flight of errant golf balls or other activities associated with the use and operation of the CLUB's facilities, and releases, and shall not make any claim against or institute any action against, DECLARANT, the CLUB, their directors, officers, members, guests, employees, agents, or contractors, or any other person, arising or resulting from (i) any errant golf balls, and any damage that may be caused thereby, (ii) the design of the golf course or siting of the OWNER's UNIT, (iii) noise, personal injury or property damage caused by the use, operation and maintenance of the golf course or any of the CLUB's facilities, (iv) noise from maintenance equipment, (v) use of pesticides, herbicides and fertilizers, or (vi) the installation, relocation, or removal or the CLUB's facilities or the redesign of portions of the golf course, or the maturation of trees and shrubbery. Such release includes claims for damages, including, without limitation, actual, indirect, special, or consequential damages, arising from personal injury, destruction of property, trespass, loss of enjoyment, or any other alleged wrong, and specifically includes claims arising out of the negligence of DECLARANT or the CLUB. Each OWNER agrees to and shall indemnify and hold harmless DECLARANT, the CLUB, their directors, officers, members, guests, employees, agents, or contractors, from and against any and all claims make against them by the OWNER's family members, visitors, tenants, guests and invitees.

180 2294 2213

8.4. No Adverse Affect on Club. No amendment to this DECLARATION, or to the ARTICLES or the BYLAWS, shall be made in a manner which adversely affects or specifically relates to the CLUB, or which discriminates against the CLUB, or which modifies any of the provisions of this Section 8, without the prior written consent of the CLUB.

8.5. CLUB as MEMBER. The CLUB shall be a MEMBER of the COMMUNITY ASSOCIATION.

8.6. ASSESSMENTS Payable by CLUB. For purposes of ASSESSMENTS for COMMON EXPENSES, unless otherwise agreed or waived by COMMUNITY ASSOCIATION, the property owned by the CLUB shall be deemed to contain 15 UNITS, and the CLUB shall pay ASSESSMENTS based on such number of UNITS. Notwithstanding the foregoing, unless otherwise determined by DECLARANT, the CLUB will not be liable for the payment of ASSESSMENTS to the COMMUNITY ASSOCIATION until the earlier to occur of (i) the expiration of the EXEMPTION PERIOD referred to above, or (ii) the date DECLARANT no longer has the right to appoint a majority of the directors of the CLUB.

8.7. Conveyances Between CLUB and COMMUNITY ASSOCIATION. Notwithstanding anything contained herein to the contrary, the COMMUNITY ASSOCIATION shall have the right to convey or lease portions of the COMMON AREAS to the CLUB at any time and for any purpose, and the CLUB may convey any portion of the TOTAL PROPERTY it owns to the COMMUNITY ASSOCIATION or permit the COMMUNITY ASSOCIATION to use portions of the CLUB's facilities, on such terms and conditions as the CLUB and the COMMUNITY ASSOCIATION may agree in their sole discretion.

8.8. Access. All persons using the CLUB's facilities, and all employees, agents, contractors, and guests of the CLUB, shall be afforded access into the TOTAL PROPERTY through any entrance gate and onto any roads owned and/or operated by the COMMUNITY ASSOCIATION.

8.9. Types of Memberships and Rights. Any membership purchased by any OWNER shall be subject to the articles of incorporation and bylaws of the CLUB, and to all rules and regulations of the CLUB, and any other documents regarding same. Notwithstanding anything contrary herein to the contrary, the CLUB shall have the right to determine from time to time, and at any time, in the CLUB's sole discretion, the types of memberships that will be made available to the OWNERS, and for each type of membership, what rights if any the members will have to use the CLUB's facilities. In addition, the CLUB may make its facilities open and available to the public for such fees and charges as the CLUB may determine from time to time in the CLUB's sole discretion.

9. DEDICATIONS. DECLARANT, each PARCEL DEVELOPER, and the COMMUNITY ASSOCIATION (with the consent of DECLARANT so long as DECLARANT owns any portion of the TOTAL PROPERTY) shall have the right to dedicate, grant or convey any portion of the SUBJECT PROPERTY owned by them, or any interest or easement therein, to any governmental or quasi-governmental agency or private or public utility company. In addition DECLARANT, so long as it owns any portion of the TOTAL PROPERTY, shall have the right to direct the COMMUNITY ASSOCIATION to likewise dedicate, grant or convey any COMMON AREA, or any interest or easement in any COMMON AREA, whereupon the COMMUNITY ASSOCIATION shall execute such documents as will be necessary to effectuate such dedication. Any PROPERTY which is conveyed to any governmental or quasi-governmental agency or private or public utility company shall not be subject to the covenants and restrictions contained within this DECLARATION, unless the instrument so conveying such PROPERTY specifically provides that same is subject to this DECLARATION.

10. TERM OF DECLARATION. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of this DECLARATION, unless within such time, 100% of all the OWNERS vote to terminate this DECLARATION (as it may have been amended from time to time). After such fifty (50) year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until 2/3 of all the OWNERS vote to terminate this DECLARATION (as it may have been amended from time to time). Any termination of this DECLARATION shall be effective on the date an instrument of termination is recorded in the public records of the county in which the SUBJECT PROPERTY is located, which shall be executed by the president of the COMMUNITY ASSOCIATION and by all of the directors, who shall certify that the requisite number of OWNERS voted to terminate this DECLARATION as required herein, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by DECLARANT so long as DECLARANT owns any PROPERTY or any portion of the TOTAL PROPERTY, or holds any mortgage encumbering any PROPERTY other than a UNIT. Notwithstanding anything contained herein to the contrary, this

OR 3064 PG 1082

DECLARATION may not be terminated unless the instrument of termination is joined in by the South Florida Water Management District, or any successor controlling governmental authorities.

11. AMENDMENT.

11.1. Approval of Amendments. This DECLARATION may be amended as follows:

11.1.1. By either (i) the vote of the directors of the COMMUNITY ASSOCIATION representing 90% votes of the OWNERS, and by the vote of the OWNERS entitled to cast 2/3 of the votes present in person or by proxy at a meeting called to approve the amendment, without any quorum requirement; or (ii) the vote of OWNERS entitled to cast 2/3 of the votes of all the OWNERS. Any amendment approved by the OWNERS may provide that the amendment may not be further amended, modified or repealed without the approval of the OWNERS.

11.1.2. Notwithstanding the foregoing, if any provision of this DECLARATION requires more than a 2/3 vote of all the OWNERS to approve any action, such provision may not be amended to require a lesser vote, or deleted, without the number of votes required to approve such action.

11.1.3. In addition, so long as DECLARANT owns any PROPERTY or any portion of the TOTAL PROPERTY, this DECLARATION may be amended from time to time, by DECLARANT and without the consent of the COMMUNITY ASSOCIATION, or any OWNER, and no amendment may be made by the OWNERS without the written joinder of DECLARANT. Such right of DECLARANT to amend this DECLARATION shall specifically include, without limitation, (i) the right to add any property owned by DECLARANT to, or delete any property from, the SUBJECT PROPERTY, provided that any such amendment shall require the joinder of the owners of such property or any portion thereof if the owners are different than DECLARANT, and (ii) the right to make any amendment required by any INSTITUTIONAL LENDER so that such lender will make, insure or guarantee mortgage loans encumbering the UNITS, or required by any governmental authority.

11.1.4. After DECLARANT no longer owns any PROPERTY or any portion of the TOTAL PROPERTY, this DECLARATION may be amended upon the unanimous consent of the PARCEL DEVELOPERS and without the consent of the COMMUNITY ASSOCIATION, or any other OWNERS, if such amendment is made to conform to the requirements of any INSTITUTIONAL LENDER so that such lender will make, insure or guarantee mortgage loans encumbering the UNITS, or is required by any governmental authority. Furthermore after DECLARANT no longer owns any PROPERTY or any portion of the TOTAL PROPERTY, no amendment may be made by the OWNERS without the written joinder of any PARCEL DEVELOPER owning more than 5 LOTS.

11.2. Recording. In order to be effective, any amendment to this DECLARATION must first be recorded in the public records of the county in which the SUBJECT PROPERTY is located, and in the case of an amendment made by the OWNERS, such amendment shall contain a certification by the President and Secretary of the COMMUNITY ASSOCIATION that the amendment was duly adopted.

11.3. Discrimination. No amendment shall discriminate against any OWNER, or class or group of OWNERS, unless the OWNERS so affected approve the amendment. No amendment shall change the number of votes of any OWNER or increase any OWNER's proportionate share of the COMMON EXPENSES, unless the OWNERS of the PROPERTY affected by such amendment join in the execution of the amendment. No amendment may prejudice or impair the priorities of INSTITUTIONAL LENDERS granted hereunder unless all INSTITUTIONAL LENDERS join in the execution of the amendment. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, DECLARANT, unless DECLARANT joins in the execution of the amendment.

11.4. Approval of South Florida Water Management District. Notwithstanding anything contained herein to the contrary, any amendment to this DECLARATION which would affect the surface water management system, including the water management portions of the COMMON AREAS, must have the prior approval of the South Florida Water Management District.

12. RIGHTS OF INSTITUTIONAL LENDERS.

12.1. Notice of Action. Upon written notice to the COMMUNITY ASSOCIATION by any INSTITUTIONAL LENDER holding, insuring or guaranteeing a mortgage encumbering any PROPERTY or UNIT, identifying the name and address of the INSTITUTIONAL LENDER and the PROPERTY or UNIT encumbered by such mortgage, any such INSTITUTIONAL LENDER will be entitled to timely written notice of:

12.1.1. Any condemnation or casualty loss that affects either a material portion of the SUBJECT PROPERTY or the PROPERTY or UNIT securing its mortgage.

OR 3054 Pg 1083

12.1.2. Any 60-day default in the payment of ASSESSMENTS or charges owed to the COMMUNITY ASSOCIATION or in the performance of any obligation hereunder by the OWNER of the PROPERTY or UNIT on which it holds the mortgage.

12.1.3. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the COMMUNITY ASSOCIATION.

12.1.4. Any proposed action that requires the consent of a specified percentage of mortgage holders.

12.2. Consent of INSTITUTIONAL LENDERS. Whenever the consent or approval of any, all or a specified percentage or portion of the holder(s) of any mortgage(s) encumbering any PROPERTY or UNIT is required by this DECLARATION, the ARTICLES, the BYLAWS, or any applicable statute or law, to any amendment of the DECLARATION, the ARTICLES, or the BYLAWS, or to any action of the COMMUNITY ASSOCIATION, or to any other matter relating to the SUBJECT PROPERTY, the COMMUNITY ASSOCIATION may request such consent or approval of such holder(s) by written request sent certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by such holders). Any holder receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing, by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the COMMUNITY ASSOCIATION), which response must be received by the COMMUNITY ASSOCIATION within thirty (30) days after the holder receives such request, and if such response is not timely received by the COMMUNITY ASSOCIATION, the holder shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by all of the directors of the COMMUNITY ASSOCIATION, which affidavit, where necessary may be recorded in the public records of the county where the SUBJECT PROPERTY is located, and which affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters therein contained. The foregoing shall not apply where an INSTITUTIONAL LENDER is otherwise required to specifically join in an amendment to this DECLARATION.

12.3. Payment of Taxes and Insurance. Any INSTITUTIONAL LENDER may pay any taxes or assessments owed to any governmental authority by the COMMUNITY ASSOCIATION which are in default, or any overdue insurance premiums for insurance required to be purchased by the COMMUNITY ASSOCIATION pursuant to this DECLARATION, or may secure new insurance upon the lapse of a policy, and shall be owed immediate reimbursement therefor from the COMMUNITY ASSOCIATION plus interest at the highest rate permitted by law and any costs of collection, including attorneys' fees.

13. MISCELLANEOUS.

13.1. Damage or Destruction. In the event any existing UNITS are damaged or destroyed, such damaged or destroyed UNITS shall continue to be deemed UNITS for purposes of assessments, voting and use rights, unless and until all the PROPERTY owned in conjunction with the UNITS is developed with a different number of UNITS than existed prior to such damage or destruction, and the COMMUNITY ASSOCIATION is so notified in writing. Thereafter, the number of assessment units assigned to such PROPERTY will be changed to equal the number of UNITS then existing within such PROPERTY. Notwithstanding the foregoing, in the event any PROPERTY is submitted to the condominium form of ownership, such PROPERTY shall be deemed to contain the number of UNITS provided in the respective declaration of condominium, as amended from time to time, unless and until the declaration of condominium is amended to provide for a different number of UNITS within the condominium, and a copy of the amended declaration of condominium is delivered to the COMMUNITY ASSOCIATION.

13.2. Conflict With ARTICLES or BYLAWS. In the event of any conflict between the ARTICLES and the BYLAWS and this DECLARATION, this DECLARATION, the ARTICLES, and the BYLAWS, in that order, shall control.

13.3. PARCEL ASSOCIATION. Nothing contained herein shall be deemed to restrict or limit the right of DECLARANT, any PARCEL DEVELOPER, or any other OWNER of all or any portion of the SUBJECT PROPERTY to declare additional restrictions with respect to such PROPERTY, or to create any PARCEL ASSOCIATION to enforce such additional restrictions and assess the OWNERS subject to such additional restrictions for any purpose.

13.4. Authority of COMMUNITY ASSOCIATION and Delegation. Nothing contained in this DECLARATION shall be deemed to prohibit the BOARD from delegating to any one of its members, or to any officer, or to any committee or any other person, any power or right granted to the BOARD by this DECLARATION including, but not limited to, the right to exercise architectural control and to

3054 PG 1081

approve any deviation from any use restriction, and the BOARD is expressly authorized to so delegate any power or right granted by this DECLARATION.

13.5. Severability. The invalidation in whole or in part of any of these covenants, conditions, reservations and restrictions, or any section, subsection, sentence, clause, phrase, word or other provision of this DECLARATION shall not affect the validity of the remaining portions which shall remain in full force and effect.

13.6. Validity. In the event any court shall hereafter determine that any provisions as originally drafted herein violate the rule against perpetuities, the period specified in this DECLARATION shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law.

13.7. Assignment of DECLARANT's Rights. Any or all of the rights, privileges, or options provided to or reserved by DECLARANT in this DECLARATION, the ARTICLES, or the BYLAWS, may be assigned by DECLARANT, in whole or in part, as to all or any portion of the SUBJECT PROPERTY, to any person or entity pursuant to an assignment recorded in the public records of the county in which the SUBJECT PROPERTY is located. Any partial assignee of any of the rights of DECLARANT shall not be deemed the DECLARANT, and shall have no other rights, privileges or options other than as are specifically assigned. No assignee of DECLARANT shall have any liability for any acts of DECLARANT or any prior DECLARANT unless such assignee is assigned and agrees to assume such liability.

13.8. Performance of COMMUNITY ASSOCIATION's Duties by DECLARANT. DECLARANT shall have the right from time to time, at its sole discretion, to perform at DECLARANT's expense the duties and obligations required hereunder to be performed by the COMMUNITY ASSOCIATION, and in connection therewith to reduce the budget of the COMMUNITY ASSOCIATION and the ASSESSMENTS for COMMON EXPENSES payable by the OWNERS, provided however that any such performance on the part of DECLARANT may be discontinued by DECLARANT at any time, and any such performance shall not be deemed to constitute a continuing obligation on the part of DECLARANT.

13.9. Property Owned by DECLARANT. For purposes of this DECLARATION, any property owned and any mortgage held by any subsidiary of DECLARANT, or the parent corporation of DECLARANT, or any subsidiary of such parent, shall be deemed owned or held by DECLARANT.

13.10. Inapplicability of Condominium Act. It is acknowledged that the COMMUNITY ASSOCIATION is not intended to be a condominium association, and is not intended to and shall not be governed by the provisions of Florida Statutes, Chapter 718.

13.11. Actions Against DECLARANT. In the event the COMMUNITY ASSOCIATION or any OWNER desires to make any claim against DECLARANT, whether for money damages or otherwise, the COMMUNITY ASSOCIATION or the OWNER, as the case may be, shall give DECLARANT written notice of such claim, which notice shall state the nature of the claim, the amount of the claim, and shall request DECLARANT to elect to arbitrate such claim pursuant to such paragraph. DECLARANT shall have the right to require such claim to be submitted to binding arbitration in accordance with the rules of the American Arbitration Association then obtaining by written notice delivered to the COMMUNITY ASSOCIATION or the OWNER, as applicable, within 30 days after receipt of the foregoing notice, and if DECLARANT so elects, then such claim must be submitted to binding arbitration by the COMMUNITY ASSOCIATION or the OWNER. The result of such arbitration shall be specifically enforceable under the laws of the State of Florida. Any award or decision rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with the applicable laws of the State of Florida. In any event, the COMMUNITY ASSOCIATION shall not commence any arbitration or legal proceedings on its behalf or on behalf of the OWNERS against DECLARANT, or spend any funds in connection with any such proceedings, without a 75% vote of all the OWNERS. In connection with the foregoing, no PARCEL ASSOCIATION shall consent to the foregoing actions unless such consent is approved by 75% of the votes of all the members of the PARCEL ASSOCIATION obtained at a special meeting of the PARCEL ASSOCIATION called expressly for the purpose of approving such action.

13.12. Sale and Development Easement. As long as DECLARANT or any PARCEL DEVELOPER owns any PROPERTY or any portion of the TOTAL PROPERTY, DECLARANT or such PARCEL DEVELOPER reserves and shall have an easement over, upon, across and under the SUBJECT PROPERTY as may be reasonably required in connection with the development, construction, sale, leasing, and promotion of the SUBJECT PROPERTY, or any portion thereof, or any other property, by DECLARANT or the PARCEL DEVELOPER.

OR 3061 PG 035

IN WITNESS WHEREOF, DECLARANT has executed this DECLARATION this 7th day of Dec., 19 98

WITNESSES:

(1) Witness Signature

Dennis H. Noah
Type/Print Witness Name

(2) Witness Signature

Type Print Witness Name

WEST BAY CLUB DEVELOPMENT CORPORATION, a Florida corporation

By:

Frank C Wood
(Type/Print Name and Title)

STATE OF FLORIDA)
) ss:
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this ___ day of _____, 199_, by _____, as _____ of WEST BAY CLUB DEVELOPMENT CORPORATION, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

Sheldon B. Conway
MY COMMISSION # CC556205 EXPIRES
July 25, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

OR3064 Pg1086

MASTER DECLARATION

FOR

WEST BAY CLUB

3064 Pg 1087

EXHIBIT "A" - LEGAL DESCRIPTION OF SUBJECT PROPERTY

THE FOLLOWING LOTS AS SHOWN ON THE PLAT OF WEST BAY CLUB, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 62, AT PAGE 79, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA:

LOTS 1 THROUGH 35, OF BLOCK A

LOTS 44 THROUGH 55, OF BLOCK B

LOTS 1 THROUGH 53, OF BLOCK C

LOTS 1 THROUGH 30, OF BLOCK D

LOTS 1 THROUGH 13, OF BLOCK E

LOTS 50 THROUGH 66, OF BLOCK F

LOTS 1 THROUGH 63, OF BLOCK G

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of WEST BAY CLUB COMMUNITY ASSOCIATION, INC., a Florida corporation, filed on February 20, 1998, as shown by the records of this office.

The document number of this corporation is N98000001010.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Twentieth day of February, 1998

Sandra B. Mortham

Sandra B. Mortham
Secretary of State

CR2EO22 (2-95)

EXHIBIT "B" TO DECLARATION

OR3064 Pg1088

ARTICLES OF INCORPORATION
OF
WEST BAY CLUB COMMUNITY ASSOCIATION, INC.

FILED
90 FEB 20 PM 3:05
TALLAHASSEE, FLORIDA

3064 P. 069

PREAMBLE:

WEST BAY CLUB DEVELOPMENT CORPORATION, a Florida corporation, hereinafter referred to as "DECLARANT", owns certain property in Collier County, Florida. DECLARANT intends to record a Master Declaration for West Bay Club (the "DECLARATION") which will affect the property. This Association is being formed to administer the DECLARATION and to perform, among other things, the duties and exercise the powers pursuant to the DECLARATION, as and when the DECLARATION is recorded in the Public Records of Collier County, Florida, with these Articles attached as an Exhibit. All of the definitions contained in the DECLARATION shall apply to these Articles, and to the Bylaws of the COMMUNITY ASSOCIATION. Until such time as the DECLARATION is so recorded, the incorporator shall be the member of the COMMUNITY ASSOCIATION.

ARTICLE 1 - NAME AND ADDRESS:

The name of the corporation is: WEST BAY CLUB COMMUNITY ASSOCIATION, INC. (hereinafter referred to as the "COMMUNITY ASSOCIATION"). The initial address of the principal office of the COMMUNITY ASSOCIATION and the initial mailing address of the COMMUNITY ASSOCIATION is 2601 South Bayshore Drive, Miami, Florida 33133.

ARTICLE 2 - PURPOSE

The purposes for which the COMMUNITY ASSOCIATION is organized are as follows:

2.1 To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.

2.2 To administer, enforce and carry out the terms and provisions of the DECLARATION, as same may be amended from time to time.

2.3 To administer, enforce and carry out the terms and provisions of any other declaration of covenants and restrictions, or similar document, submitting property to the jurisdiction of, or assigning responsibilities, rights or duties to the COMMUNITY ASSOCIATION, and accepted by the BOARD.

2.4 To promote the health, safety, welfare, comfort, and social and economic welfare of the members and residents of the SUBJECT PROPERTY, as authorized by the DECLARATION, by these ARTICLES, and by the BYLAWS.

ARTICLE 3 - POWERS

The COMMUNITY ASSOCIATION shall have the following powers:

3.1 All of the common law and statutory powers of a corporation not-for-profit under the laws of Florida which are not in conflict with the terms of these ARTICLES.

3.2 All of the powers, express or implied, granted to the COMMUNITY ASSOCIATION by the DECLARATION or which are reasonably necessary in order for the COMMUNITY ASSOCIATION to administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the DECLARATION.

3.3 To make, establish and enforce rules and regulations governing the use and maintenance of the SUBJECT PROPERTY.

3.4 To make and collect ASSESSMENTS against the members to defray the costs, expenses, reserves and losses incurred or to be incurred by the COMMUNITY ASSOCIATION and to use the proceeds thereof in the exercise of the COMMUNITY ASSOCIATION's powers and duties.

3.5 To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

3.6 To purchase insurance for the protection of the COMMUNITY ASSOCIATION, its officers, directors, the members, and such other parties as the COMMUNITY ASSOCIATION may determine to be in the best interests of the COMMUNITY ASSOCIATION.

3.7 To operate, maintain, repair, and improve all COMMON AREAS, and such other portions of the SUBJECT PROPERTY as may be determined by the BOARD from time to time.

3.8 To exercise architectural control over all buildings, structures and improvements to be placed or constructed upon any portion of the SUBJECT PROPERTY pursuant to the DECLARATION.

3.9 To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the members and residents of the SUBJECT PROPERTY as the BOARD in its discretion determines necessary or appropriate.

3.10 To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the COMMUNITY ASSOCIATION and/or to contract with others for the performance of such obligations, services and/or duties.

3.11 To operate and maintain the surface water management and drainage system for the SUBJECT PROPERTY as permitted by any controlling governmental authority, including all lakes, retention areas, culverts, and related appurtenances.

3.12 To sue and be sued.

ARTICLE 4 - MEMBERS

4.1 MEMBERS.

4.1.1 OWNERS. Each OWNER shall be a member of the COMMUNITY ASSOCIATION, except as otherwise provided in the DECLARATION. Such memberships shall be initially established upon the recording of these ARTICLES and the DECLARATION among the public records of the county in which the SUBJECT PROPERTY is located.

4.1.2 Notwithstanding the foregoing, no governmental authority or utility company shall be deemed a member unless one or more UNITS actually exist upon the PROPERTY owned by such governmental authority or utility company, in which event the governmental authority or utility company will be a member only with respect to the PROPERTY owned in conjunction with such UNIT(s).

4.1.3 CLUB. The CLUB shall be a member of the COMMUNITY ASSOCIATION.

4.1.4 DECLARANT AND PARCEL DEVELOPERS. DECLARANT and each PARCEL DEVELOPER shall be a member of the COMMUNITY ASSOCIATION so long as they own any PROPERTY.

4.2 Transfer of Membership. In the case of an OWNER, transfer of membership in the COMMUNITY ASSOCIATION shall be established by the recording in the Public Records of the county in which the SUBJECT PROPERTY is located, of a deed or other instrument establishing a transfer of record title to any PROPERTY for which membership has already been established as hereinabove provided, the OWNER designated by such instrument of conveyance thereby becoming a member, and the prior OWNER's membership thereby being terminated. In the event of death of an OWNER, his membership shall be automatically

3064 PG 1190

transferred to his heirs or successors in interest. Notwithstanding the foregoing, the COMMUNITY ASSOCIATION shall not be obligated to recognize such a transfer of membership until such time as the COMMUNITY ASSOCIATION receives a true copy of the deed or other instrument establishing the transfer of ownership of the PROPERTY, and it shall be the responsibility and obligation of the former and new OWNER of the PROPERTY to provide such true copy of said instrument to the COMMUNITY ASSOCIATION.

4.3 The share of an OWNER in the funds and assets of the COMMUNITY ASSOCIATION cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the PROPERTY associated with the membership of the OWNER, nor may a membership be separately assigned, hypothecated or transferred in any manner except as an appurtenance to such PROPERTY.

4.4 Voting Rights. The total number of OWNERS' votes shall be equal to the total number of UNITS and PLANNED UNITS within the SUBJECT PROPERTY from time to time. On all matters upon which the membership shall be entitled to vote, there shall be one (1) vote for each UNIT and PLANNED UNIT.

4.4.1 Each OWNER shall have the number of votes equal to the number of UNITS and PLANNED UNITS within the PROPERTY associated with the membership of such OWNER at the time of such vote.

4.4.2 Notwithstanding the foregoing, DECLARANT shall have three votes for each UNIT and each PLANNED UNIT contained with the PROPERTY owned by DECLARANT.

4.4.3 In addition to the foregoing, the CLUB shall have the same number of votes as the property owned by the CLUB is deemed to have UNITS, pursuant to the DECLARATION.

4.5 The BYLAWS shall provide for an annual meeting of the members of the COMMUNITY ASSOCIATION and may make provision for special meetings of the members.

ARTICLE 5 - DIRECTORS

5.1 The affairs of the COMMUNITY ASSOCIATION shall be managed by a BOARD consisting of not less than three (3) directors, and which shall always be an odd number. The number of directors shall be determined in accordance with the BYLAWS. In the absence of such determination there shall be three (3) directors so long as DECLARANT has the right to appoint any director, and thereafter the number of directors shall be equal to the number of PARCELS (plus one if there are an even number of PARCELS).

5.2 The directors of COMMUNITY ASSOCIATION shall be elected by the members, except that DECLARANT and the PARCEL DEVELOPERS shall have the right to appoint the directors of the COMMUNITY ASSOCIATION as follows:

5.2.1 DECLARANT shall have the right to appoint all of the directors of the COMMUNITY ASSOCIATION so long as DECLARANT owns any portion of the SUBJECT PROPERTY or any property that may be added to the SUBJECT PROPERTY, or as otherwise provided by law.

5.3 All of the duties and powers of the COMMUNITY ASSOCIATION existing under Chapter 617 of the Florida Statutes, the DECLARATION, these ARTICLES and the BYLAWS shall be exercised exclusively by the BOARD, its agents, contractors or employees, subject to approval by the members only when specifically required.

5.4 Directors may be removed and vacancies on the BOARD shall be filled in the manner provided by the BYLAWS, however, any director appointed by DECLARANT or any PARCEL DEVELOPER may only be removed by DECLARANT or the PARCEL DEVELOPER so long as DECLARANT or the PARCEL DEVELOPER has the right to appoint the director, and any vacancy on the BOARD shall be appointed by DECLARANT or a PARCEL DEVELOPER if, at the time such vacancy is to be filled, the number of remaining directors appointed by DECLARANT or the PARCEL DEVELOPER is less than the maximum number of directors which may, at that time, be appointed by DECLARANT or the PARCEL DEVELOPER as set forth above.

3061 pg 1091

ARTICLE 6 - OFFICERS

The officers of the COMMUNITY ASSOCIATION shall be a President, Vice President, Secretary, Treasurer and such other officers as the BOARD may from time to time by resolution create. The officers shall serve at the pleasure of the BOARD, and the BYLAWS may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers.

ARTICLE 7 - INDEMNIFICATION

7.1 The COMMUNITY ASSOCIATION shall indemnify any PERSON 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, employee, officer or agent of the COMMUNITY ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the COMMUNITY ASSOCIATION; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such PERSON shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the COMMUNITY ASSOCIATION unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such PERSON is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. 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, in and 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 COMMUNITY ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

7.2 To the extent that a director, officer, employee or agent of the COMMUNITY ASSOCIATION has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

7.3 Any indemnification under Paragraph 1 above (unless ordered by a court) shall be made by the COMMUNITY ASSOCIATION only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Paragraph 1 above. Such determination shall be made (a) by the BOARD 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 written opinion, or (c) by a majority vote of the members.

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

7.5 The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of members or otherwise; and as to action taken in an official capacity while holding office, shall continue as to a PERSON who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a PERSON.

3034 PG 592

7.6 The COMMUNITY ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any PERSON who is or was a director, officer, employee or agent of the COMMUNITY ASSOCIATION, or is or was serving at the request of the COMMUNITY ASSOCIATION as a director, officer, employee 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, as arising out of his status as such, whether or not the COMMUNITY ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE 8 - BYLAWS

The first BYLAWS shall be adopted by the BOARD, and may be altered, amended or rescinded in the manner provided by the BYLAWS.

ARTICLE 9 - AMENDMENTS

Amendments to these ARTICLES shall be proposed and adopted in the following manner.

9.1 A majority of the BOARD shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members, which may be the annual or a special meeting.

9.2 Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided in the BYLAWS for the giving of notice of a meeting of the members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

9.3 At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the entire membership of the COMMUNITY ASSOCIATION.

9.4 Any number of amendments may be submitted to the members and voted upon by them at any one meeting.

9.5 In addition to the above, so long as DECLARANT appoints a majority of the directors of the COMMUNITY ASSOCIATION, DECLARANT shall be entitled to unilaterally amend these ARTICLES and the BYLAWS. Furthermore, no amendment shall make any changes which would in any way affect any of the rights, privileges, power or options herein provided in favor of, or reserved to, DECLARANT, unless DECLARANT joins in the execution of the amendment.

9.6 Upon the approval of an amendment to these ARTICLES, Articles of Amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of the county in which the SUBJECT PROPERTY is located.

9.7 If any mortgage encumbering any UNIT is guaranteed or insured by the Federal Housing Administration or by the Veterans Administration, then the following action made by DECLARANT, or made by the members, prior to the completion of 75% of all of the UNITS which may be built within the SUBJECT PROPERTY, must be approved by either such agency: any annexation of additional properties; any merger, consolidation, or dissolution of the COMMUNITY ASSOCIATION; any mortgaging of any COMMON AREA; and any amendment to these ARTICLES or the BYLAWS, if such amendment materially and adversely affects the members or materially and adversely affects the general scheme of development created by the DECLARATION, provided however such approval shall specifically not be required where the amendment is made to correct errors for omissions, or is required to comply with the requirements of any INSTITUTIONAL LENDER, or is required by any governmental authority. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any amendment to DECLARANT or to the COMMUNITY ASSOCIATION within 20 days after a request for such approval is delivered to the agency by certified mail, return

3064 P.1693

receipt requested or equivalent delivery, and such approval shall be conclusively evidenced by a certificate of DECLARANT or the COMMUNITY ASSOCIATION that the approval was given or deemed given.

ARTICLE 10 - TERM

The COMMUNITY ASSOCIATION shall have perpetual existence.

ARTICLE 11 - INCORPORATOR

The name and street address of the incorporator is: Joel K. Goldman, 2601 South Bayshore Drive, Miami, Florida 33133.

ARTICLE 12 - INITIAL REGISTERED OFFICE ADDRESS AND NAME OF INITIAL REGISTERED AGENT

The initial registered office of the COMMUNITY ASSOCIATION shall be at 2601 South Bayshore Drive, Miami, Florida 33133. The initial registered agent of the COMMUNITY ASSOCIATION at that address is Joel K. Goldman.

ARTICLE 13 - DISSOLUTION

The COMMUNITY ASSOCIATION may be dissolved as provided by law, provided that any such dissolution shall require the affirmative vote of 80% of all of the members. In the event of dissolution or final liquidation of the COMMUNITY ASSOCIATION, the assets, both real and personal of the COMMUNITY ASSOCIATION, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the COMMUNITY ASSOCIATION. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the COMMUNITY ASSOCIATION. No such disposition of COMMUNITY ASSOCIATION properties shall be effective to divest or diminish any right or title of any OWNER vested under the DECLARATION unless made in accordance with the provisions of such DECLARATION.

IN WITNESS WHEREOF, the incorporator and the initial registered agent have executed these ARTICLES. By executing these ARTICLES, the undersigned registered agent accepts the appointment as registered agent and states that the undersigned is familiar with, and accepts, the obligations of that position.

WITNESSES:

Hannah L Wilson

Christine Raymond

Joel K. Goldman, as Incorporator and as Registered Agent

STATE OF FLORIDA

SS:

COUNTY OF ~~DADE~~ MIAMI DADE

The foregoing instrument was acknowledged before me this 17 day of FEB, 1998 by Joel K. Goldman, as Incorporator and as Registered Agent. He/she is personally known to me or has produced _____ as identification.

Hannah L Wilson

NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

HANNAH L WILSON
COMMISSION # CC525773
MY COMMISSION EXPIRES
FEB 9 2000

OR3064 P01091

EXHIBIT "C" TO DECLARATION

BYLAWS
OF
WEST BAY CLUB COMMUNITY ASSOCIATION, INC.,
a Florida corporation not-for-profit

---

1. GENERAL.

1.1. Identity. These are the BYLAWS OF WEST BAY CLUB COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "COMMUNITY ASSOCIATION," a corporation not-for-profit formed under the laws of the State of Florida. The COMMUNITY ASSOCIATION has been organized for the purposes stated in the Articles of Incorporation, and shall have all of the powers provided in these BYLAWS, the Articles of Incorporation, the Master Declaration for WEST BAY CLUB (hereinafter referred to as the "DECLARATION"), and any other statute or law of the State of Florida, or any other power incident to any of the above powers.

1.2. Principal Office. The principal office of the COMMUNITY ASSOCIATION shall be at such place as the BOARD may determine from time to time.

1.3. Fiscal Year. The fiscal year of the COMMUNITY ASSOCIATION shall be the calendar year.

1.4. Seal. The seal of the COMMUNITY ASSOCIATION shall have inscribed upon it the name of the COMMUNITY ASSOCIATION, the year of its incorporation and the words "Corporation Not-for-Profit." Said seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the COMMUNITY ASSOCIATION.

1.5. Inspection of Books and Records. The records of the COMMUNITY ASSOCIATION shall be open to inspection by the members, and all holders, insurers, or guarantors of any first mortgage encumbering any PROPERTY, upon request, during normal business hours or under other reasonable circumstances. Such records of the COMMUNITY ASSOCIATION shall include current copies of the DECLARATION, ARTICLES, BYLAWS, any Rules and Regulations of the COMMUNITY ASSOCIATION, and any amendments thereto, any contracts entered into by the COMMUNITY ASSOCIATION, and the books, records and financial statements of the COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION shall be required to make available to prospective purchasers of any PROPERTY or UNIT current copies of the DECLARATION, ARTICLES and BYLAWS, and the most recent annual financial statement of the COMMUNITY ASSOCIATION.

1.6. Definitions. Unless the context otherwise requires, all terms used in these BYLAWS shall have the same meaning as are attributed to them in the DECLARATION and the ARTICLES.

2. MEMBERSHIP IN GENERAL.

2.1. Qualification. The qualification of members, the manner of their admission to membership and the termination of such membership shall be as set forth in the ARTICLES.

2.2. Changes in Members. Change of membership in the COMMUNITY ASSOCIATION shall be as provided in the ARTICLES.

2.3. Member Register. The secretary of the COMMUNITY ASSOCIATION shall maintain a register in the office of the COMMUNITY ASSOCIATION showing the names and addresses of the members. Upon request from the COMMUNITY ASSOCIATION, each PARCEL ASSOCIATION shall supply the COMMUNITY ASSOCIATION with a current list of the names and addresses of the OWNERS of UNITS or PROPERTY subject to the jurisdiction of the PARCEL ASSOCIATION. Each member shall at all times advise the secretary of any change of address of the member, of any change of ownership of the member's UNIT(S) or PROPERTY, and of any change in the UNITS and PLANNED UNITS within the member's PROPERTY. The COMMUNITY ASSOCIATION shall not be responsible for reflecting any changes, until notified of such changes in writing. Any mortgagee of any PROPERTY may register by notifying the COMMUNITY ASSOCIATION in writing of its mortgage. In the event the COMMUNITY ASSOCIATION files a claim of lien which affects any PROPERTY encumbered by the mortgage of a registered mortgagee, a copy of the claim of lien shall be mailed to the registered mortgagee.

OR 3064 Pg 1095

3. MEMBERSHIP VOTING.

3.1. Voting Rights. Voting shall be as provided in the DECLARATION and the ARTICLES.

3.2. Majority Vote and Quorum Requirements. The acts approved by a majority of the votes cast in person or by proxy at a meeting of the members at which a quorum is present shall be binding upon all members for all purposes, except where otherwise provided by law, in the DECLARATION, the ARTICLES or in these BYLAWS. Unless otherwise so provided or required by law, at any regular or special meeting, the presence in person or by proxy of persons entitled to cast a 25% of the votes of the entire membership at the time of such vote shall constitute a quorum.

3.3. Determination as to Voting Rights. If the PROPERTY associated with the membership of any member is owned by more than one PERSON, or by a corporation, partnership, trust, or other entity, the votes of the member may be cast at any meeting by any co-member, as hereafter defined, but if when the vote is to be cast, a dispute arises between the co-members as to how the vote will be cast, they shall lose the right to cast the votes of the member on the matter being voted upon, but their votes shall continue to be counted for purposes of determining the existence of a quorum. For purposes of this Paragraph, the partners, trustees, or other principals of any entity other than a corporation shall be deemed co-members, and the directors and officers of a corporation shall be deemed co-members.

3.4. Proxies. Every member entitled to vote at a meeting of the members, or to express consent or dissent without a meeting, may authorize another person to act on the member's behalf by a proxy. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. Any such proxy shall be delivered to the Secretary of the COMMUNITY ASSOCIATION, or the person acting as secretary at the meeting, at or prior to the time designated in the order of business for so delivering such proxies. A proxy is effective only for the specific meeting for which originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires 90 days after the date of the meeting for which it was originally given. Every proxy shall be revocable at any time at the pleasure of the person who executes it. If the proxy form so provides, any proxy holder may appoint, in writing, a substitute to act in his place.

4. MEMBERSHIP MEETINGS.

4.1. Who May Attend. Any member or co-member, as described in Paragraph 3.3, may attend any meeting of the members. However, the votes of any member shall be cast in accordance with the provisions of Paragraph 3 above. Any PERSON not expressly authorized to attend a meeting of the members, as set forth above, may be excluded from any meeting of the members by the presiding officer of the meeting. INSTITUTIONAL LENDERS have the right to attend all meetings of the members.

4.2. Place. All meetings of the members shall be held at the principal office of the COMMUNITY ASSOCIATION or at such other place and at such time as shall be designated by the BOARD and stated in the notice of meeting.

4.3. Notices. Written notice stating the place, day and hour of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each member not less than 10 nor more than 60 days before the date of the meeting, either personally or by first class mail, by or at the direction of the President, the Secretary or the officer or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the member at the member's address as it appears on the records of the COMMUNITY ASSOCIATION, unless such member shall have filed a written request with the Secretary of the COMMUNITY ASSOCIATION stating that notices to him be mailed to some other address. For the purpose of determining members entitled to notice of, or to vote at, any meeting of the members, or in order to make a determination of the members for any other purpose, the BOARD shall be entitled to rely upon the member register as same exists ten days prior to the giving of the notice of any meeting, and the BOARD shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so. Notwithstanding the foregoing, only one notice shall be required to be given with respect to any membership, which may be sent to any one co-member as defined in Paragraph 3.3 of these BYLAWS. Notwithstanding anything contained herein to the contrary, as to completed UNITS, any notice to a member owning a completed UNIT may be sent to the mailing address of the UNIT without naming the member, unless the member notifies the COMMUNITY ASSOCIATION that notices to the member are to be sent to another address.

96 1096 #3004

4.4. Waiver of Notice. Whenever any notice is required to be given to any member under the provisions of the ARTICLES or these BYLAWS, or as otherwise provided by law, a waiver thereof in writing signed by the PERSON or PERSONS entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except when the member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

4.5. Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business shall be held in the first calendar quarter of each year as shall be selected by the BOARD and as is contained in the notice of such meeting. If the BOARD fails to call such meeting by the end of the first calendar quarter of any year, then within thirty (30) days after the written request of any member, or any Officer or director of the COMMUNITY ASSOCIATION, the Secretary shall call an annual meeting. During the period when DECLARANT appoints a majority of the directors, no annual meetings will be required.

4.6. Special Meetings. Special meetings of the members may be requested at any time by written notice to the Secretary by any director, the President, or by written petition signed by at least 25 member(s), or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting shall be given by the Secretary, or other officer of the COMMUNITY ASSOCIATION, to all of the members within thirty (30) days after same is duly requested, and the meeting shall be held within forty-five (45) days after same is duly requested.

4.7. Adjournments. Any meeting may be adjourned or continued by a majority of the votes present at the meeting in person or by proxy, regardless of a quorum, or if no member entitled to vote is present at a meeting, then any officer of the COMMUNITY ASSOCIATION, may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to members not present at the original meeting, without giving notice to the members which were present at such meeting.

4.8. Organization. At each meeting of the members, the President, the Vice President, or any person chosen by a majority of the members present, in that order, shall act as chairman of the meeting. The Secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting shall act as Secretary of the meeting.

4.9. Order of Business. The order of business at the annual meetings of the members shall be:

4.9.1. Determination of chairman of the meeting;

4.9.2. Calling of the roll and certifying of proxies;

4.9.3. Proof of notice of meeting or waiver of notice;

4.9.4. Reading and disposal of any unapproved minutes;

4.9.5. Election of inspectors of election;

4.9.6. Election of directors;

4.9.7. Reports of directors, officers or committees;

4.9.8. Unfinished business;

4.9.9. New business; and

4.9.10. Adjournment

4.10. Minutes. The minutes of all meetings of the members shall be kept in a book available for inspection by the members or their authorized representatives, and the members of the BOARD, at any reasonable time. The COMMUNITY ASSOCIATION shall retain these minutes for a period of not less than seven (7) years.

4.11. Actions Without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the members may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members having

93054 21097

not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. The consent for any member need only be signed by one co-member as defined in Paragraph 3.3 of these BYLAWS.

5. BOARD.

5.1. Number of Directors. The affairs of the COMMUNITY ASSOCIATION shall be managed by a BOARD comprised of not less than three directors. So long as DECLARANT is entitled to appoint a majority of the directors pursuant to the ARTICLES or in accordance with applicable law, the number of directors will be determined, and may be changed from time to time, by DECLARANT by written notice to the BOARD. Thereafter, the number of directors shall be equal to the number of PARCELS, plus one for the CLUB, plus any directors which DECLARANT is entitled to appoint pursuant to the ARTICLES or by law.

5.2. Election of Directors by Members. Election of directors to be elected by the members other than DECLARANT shall be conducted in the following manner:

5.2.1. At any time when members other than DECLARANT are to first elect any directors, a special meeting of the members may be called to elect such directors. In the absence of such a meeting, the directors appointed by DECLARANT may continue to serve until the next annual meeting of the members. In the event such a special meeting is called and held, and directors are elected by the members, at such special meeting the members may elect to not hold the next annual meeting of the members if such next annual meeting is less than six (6) months after the date of the special meeting. Upon such election, the next annual meeting shall not be held.

5.2.2. Except as provided above, the members shall elect directors at the annual members' meetings, unless a special meeting of the members is called in order to fill a vacancy on the BOARD.

5.2.3. Nominating Committee. Prior to any special or annual meeting at which directors are to be elected by the members, the existing BOARD may nominate a committee, which committee shall nominate one person for each director to be elected by the members. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

5.2.4. So long as members other than DECLARANT are entitled to elect less than a majority of the directors, all directors elected by the members other than DECLARANT shall be elected "at large". The election of any such director(s) shall be by ballot that the members cast, in person or by proxy, and by a plurality of the votes cast. There will be no quorum requirements at a meeting to elect such directors.

5.2.5. After members other than DECLARANT are entitled to elect a majority of the directors, there shall be one director elected or appointed from each PARCEL, and one director appointed from the CLUB, unless no one from a PARCEL or the CLUB is able or willing to serve. The director elected or appointed from a PARCEL must be an OWNER or resident or a UNIT within the PARCEL, unless no such OWNER or resident is willing to serve.

5.2.5.1. If a PARCEL is subject to the jurisdiction of a separate PARCEL ASSOCIATION, the president of such PARCEL ASSOCIATION, or a person designated in writing by him, shall be the director from such PARCEL. The director from such PARCEL may be removed or replaced at any time by the president of the PARCEL ASSOCIATION.

5.2.5.2. If a PARCEL is not subject to the jurisdiction of a separate PARCEL ASSOCIATION, the director from that PARCEL shall be elected solely by the OWNERS within the PARCEL. The election of such director shall be by ballot that the OWNERS cast, in person or by proxy, and by a plurality of the votes cast. There will be no quorum requirements at a meeting to elect directors. The director from such PARCEL may be removed or replaced at any time by a vote of the OWNERS within the PARCEL.

5.2.5.3. The president of the CLUB, or a person designated by him in writing, shall be the director from the CLUB. The director from the CLUB may be removed or replaced at any time by the president of the CLUB.

3064 pg 198

5.2.5.4. Notwithstanding the foregoing, if at any meeting where a director from a PARCEL is to be elected or replaced, no one is nominated or is willing to serve, the remaining directors may appoint any OWNER or resident of a UNIT within the PARCEL to be the director from the PARCEL.

5.2.6. NOTWITHSTANDING THE FOREGOING, THE ELECTION OF DIRECTORS BY THE MEMBERS SHALL BE DONE IN CONFORMANCE WITH ANY APPLICABLE MANDATORY STATUTORY REQUIREMENTS HEREAFTER ADOPTED, AS SAME MAY BE AMENDED FROM TIME TO TIME, AND SAME SHALL CONTROL OVER ANY CONFLICTING PROVISIONS OF THESE BYLAWS.

5.3. Organizational Meeting. The newly elected BOARD shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten days of same at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

5.4. Regular Meetings. Regular meetings of the BOARD may be held at such time and place as shall be determined, from time to time, by a majority of the directors. The BOARD shall notify all members as to scheduled dates of the BOARD's regular meetings, but will not be required to send notices of each meeting to the members. The BOARD shall place notices of regular meetings at conspicuous places on the SUBJECT PROPERTY, including all guardhouses, as reasonably determined by the BOARD at least 48 hours before any regular meeting, except in the case of an emergency.

5.5. Special Meetings. Special meetings of the BOARD may be called by any director, or by the President, at any time. The BOARD shall place notices of special meetings at conspicuous places on the SUBJECT PROPERTY, including all guardhouses, as reasonably determined by the BOARD at least 48 hours before any special meeting, except in the case of an emergency.

5.6. Notice of Meetings. Notice of each meeting of the BOARD shall be given by the Secretary, or by any other officer or director, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each director either personally or by telephone or telegraph, at least 24 hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, at least three days before the day on which such meeting is to be held. Notice of a meeting of the BOARD need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place, the time or the manner in which the meeting has been called or convened, except when a director or states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the BOARD need be specified in any notice or waiver of notice of such meeting.

5.7. Attendance at BOARD Meetings. All meetings of the BOARD shall be open to all members and INSTITUTIONAL LENDERS. A director may appear at a BOARD meeting by telephone conference, but in that event a telephone speaker shall be attached so that any discussion may be heard by the directors and any members present as in an open meeting.

5.8. Quorum and Manner of Acting. A majority of the BOARD determined in the manner provided in these BYLAWS shall constitute a quorum for the transaction of any business at a meeting of the directors. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the BOARD, unless the act of a greater number of directors is required by statute, the DECLARATION, the ARTICLES or by these BYLAWS.

5.9. Adjourned Meetings. A majority of the directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the BOARD to another place and time. Notice of any such adjourned meeting shall be given to the directors who are not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors. Any business that might have been transacted at the meeting as originally called may be transacted at any adjourned meeting without further notice.

5.10. Presiding Officer. The presiding officer of the directors' meetings shall be the Chairman of the BOARD if such an officer is elected; and if none, the President of the COMMUNITY ASSOCIATION shall preside if the President is a director. In the absence of the presiding officer, the directors shall designate one of their members to preside.

5.11. Order of Business. The order of business at a directors' meeting shall be:

5.11.1. Calling of roll;

3064 1199

5.11.2. Proof of due notice of meeting;

5.11.3. Reading and disposal of any unapproved minutes;

5.11.4. Reports of officers and committees;

5.11.5. Election of officers (at the meeting after the annual members meeting or where required to replace any officer);

5.11.6. Unfinished business;

5.11.7. New business, and

5.11.8. Adjournment.

5.12. Minutes of Meetings. The minutes of all meetings of the BOARD shall be kept in a book available for inspection by the members, or their authorized representatives, and the directors at any reasonable time.

5.13. Committees. The BOARD may, by resolution duly adopted, appoint committees. Any committee shall have and may exercise such powers, duties and functions as may be determined by the BOARD from time to time, which may include any powers which may be exercised by the BOARD and which are not prohibited by law from being exercised by a committee.

5.14. Resignation. Any director of the COMMUNITY ASSOCIATION may resign at any time by giving written notice of his resignation to the BOARD or Chairman of the BOARD or the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.15. Directors Appointed by DECLARANT. Notwithstanding anything contained herein to the contrary, DECLARANT shall have the right to appoint the maximum number of directors in accordance with the privileges granted to it pursuant to the ARTICLES and these BYLAWS. All directors appointed by DECLARANT shall serve at DECLARANT's pleasure, and DECLARANT shall have the absolute right, at any time, and in its sole discretion, to remove any director appointed by it, and to replace such director with another person to serve on the BOARD. DECLARANT may waive its right to appoint one or more directors which it has the right to appoint at any time upon written notice to the COMMUNITY ASSOCIATION, and thereafter such director(s) shall be elected by the members.

5.16. Compensation. The directors shall not be entitled to any compensation for serving as directors unless the members approve such compensation, provided however the COMMUNITY ASSOCIATION may reimburse any director for expenses incurred on behalf of the COMMUNITY ASSOCIATION without approval by the members.

5.17. Powers and Duties. The directors shall have the right to exercise all of the powers and duties of the COMMUNITY ASSOCIATION, express or implied, existing under these BYLAWS, the ARTICLES, the DECLARATION, or as otherwise provided by statute or law. Such powers and duties of the directors shall include, without limitation (except as limited elsewhere herein), the following:

5.17.1. The operation, care, upkeep and maintenance of the COMMON AREAS, and any other portion of the SUBJECT PROPERTY determined to be maintained by the BOARD.

5.17.2. The determination of the expenses required for the operation of the COMMUNITY ASSOCIATION.

5.17.3. The collection of ASSESSMENTS for COMMON EXPENSES from the members.

5.17.4. The employment and dismissal of personnel.

5.17.5. The adoption and amendment of rules and regulations covering the details of the operation and use of PROPERTY owned and/or maintained by the COMMUNITY ASSOCIATION.

5.17.6. Maintaining bank accounts on behalf of the COMMUNITY ASSOCIATION and designating signatories required therefor.

5.17.7. Obtaining and reviewing insurance for PROPERTY owned and or maintained by the COMMUNITY ASSOCIATION.

5.17.8. The making of repairs, additions and improvements to, or alterations of, PROPERTY owned and/or maintained by the COMMUNITY ASSOCIATION.

3064 Pg 1100

5.17.9. Borrowing money on behalf of the COMMUNITY ASSOCIATION provided, however, that (i) a 2/3 vote of the members present in person or by proxy, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these BYLAWS, shall be required for the borrowing of any sum in excess of $25,000.00; and (ii) no lien to secure repayment of any sum borrowed may be created on any PROPERTY without the consent of the OWNER of such PROPERTY.

5.17.10. Contracting for the management and maintenance of PROPERTY owned and/or maintained by the COMMUNITY ASSOCIATION authorizing a management agent or company to assist the COMMUNITY 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 AREAS with funds as shall be made available by the COMMUNITY ASSOCIATION for such purposes. The COMMUNITY ASSOCIATION and its officers shall, however, retain at all times the powers and duties granted by all COMMUNITY ASSOCIATION documents and the DECLARATION, including, but not limited to, the making of ASSESSMENTS, promulgation of rules, and execution of contracts on behalf of the COMMUNITY ASSOCIATION.

5.17.11. Exercising all powers specifically set forth in the DECLARATION, the ARTICLES, these BYLAWS, and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.

5.17.12. Entering into and upon any portion of the SUBJECT PROPERTY, including UNITS, when necessary to maintain, care and preserve any PROPERTY in the event the respective PARCEL ASSOCIATION or OWNER fails to do so.

5.17.13. Collecting delinquent ASSESSMENTS by suit or otherwise, abating nuisances, and enjoining or seeking damages from the OWNERS for violations of these BYLAWS and the terms and conditions of the DECLARATION or of the Rules and Regulations of the COMMUNITY ASSOCIATION.

5.17.14. Acquiring and entering into agreements whereby the COMMUNITY ASSOCIATION acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, whether or not contiguous to the lands operated by the COMMUNITY ASSOCIATION, intended to provide for the enjoyment, recreation, or other use and benefit of the members and declaring expenses in connection therewith to be COMMON EXPENSES; all in such form and in such manner as may be deemed by the BOARD to be in the best interest of the COMMUNITY ASSOCIATION, and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

6. OFFICERS.

6.1. Members and Qualifications. The officers of the COMMUNITY ASSOCIATION shall include a President, a Vice President, a Treasurer and a Secretary, all of whom shall be elected by the directors of the COMMUNITY ASSOCIATION and may be pre-emptively removed from office with or without cause by vote of the directors at any meeting by concurrence of a majority of the directors. Any person may hold two or more offices except that the President shall not also be the Secretary. The BOARD may, from time to time, elect such other officers and designate their powers and duties as the BOARD shall find to be appropriate to manage the affairs of the COMMUNITY ASSOCIATION from time to time. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these BYLAWS.

6.2. Resignations. Any officer of the COMMUNITY ASSOCIATION may resign at any time by giving written notice of his resignation to any director, the President or the Secretary. Any such resignation shall take effect at the time specified therein, or if there is no time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

6.3. Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause may be filled for the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these BYLAWS for the regular election or appointment of such office.

6.4. The President. The President shall be the chief executive officer of the COMMUNITY ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of president of an association or corporation including, but not limited to, the power to appoint committees

3064 P0110

from among the members from time to time, as he may in his discretion deem appropriate to assist in the conduct of the affairs of the COMMUNITY ASSOCIATION.

6.5. The Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also assist the President generally and exercise such other powers and perform such other duties as may be prescribed by the BOARD.

6.6. The Secretary. The Secretary shall prepare and keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the COMMUNITY ASSOCIATION and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the COMMUNITY ASSOCIATION, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association, and as may be required by the BOARD or the President.

6.7. The Treasurer. The Treasurer shall have custody of all property of the COMMUNITY ASSOCIATION, including funds, securities, and evidences of indebtedness. He shall keep books of account for the COMMUNITY ASSOCIATION in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the BOARD for examination at reasonable times. He shall submit a Treasurer's Report to the BOARD at reasonable intervals and shall perform all other duties incident to the office of treasurer. He shall collect all ASSESSMENTS and shall report promptly to the BOARD the status of collections.

6.8. Compensation. The officers of the COMMUNITY ASSOCIATION shall not be entitled to compensation unless the BOARD specifically votes to compensate them. However, neither this provision, nor the provision that directors will not be compensated unless otherwise determined by the members, shall preclude the BOARD from employing a director or an officer as an employee of the COMMUNITY ASSOCIATION and compensating such employee, nor shall they preclude the COMMUNITY ASSOCIATION from contracting with a director for the management of PROPERTY subject to the jurisdiction of the COMMUNITY ASSOCIATION, or for the provision of services to the COMMUNITY ASSOCIATION, and in either such event to pay such director a reasonable fee for such management or provision of services.

7. FINANCES AND ASSESSMENTS.

7.1. Adoption of the Budget.

7.1.1. Not less than 45 days prior to the commencement of any calendar year of the COMMUNITY ASSOCIATION, the BOARD shall adopt a budget for such calendar year, necessary to defray the COMMON EXPENSES of the COMMUNITY ASSOCIATION for such calendar year. The COMMON EXPENSES of the COMMUNITY ASSOCIATION shall include all expenses of any kind or nature whatsoever incurred, or to be incurred, by the COMMUNITY ASSOCIATION for the operation of the PROPERTY owned and/or operated by the COMMUNITY ASSOCIATION, and for the proper operation of the COMMUNITY ASSOCIATION itself, including, but not limited to, the expenses of the operation, maintenance, repair, or replacement of the COMMON AREAS; costs of carrying out the powers and duties of the COMMUNITY ASSOCIATION; all insurance premiums and expenses, including fire insurance and extended coverage; reasonable reserves for purchases, deferred maintenance, replacements, betterments, and unknown contingencies; and all other expenses designated as COMMON EXPENSES by these BYLAWS, the DECLARATION, the ARTICLES, or any other applicable statute or law of the State of Florida. If pursuant to any agreement entered into by the COMMUNITY ASSOCIATION, any expense of the COMMUNITY ASSOCIATION is to be shared with any PERSON(S), then the annual budget of the COMMUNITY ASSOCIATION shall contain a separate classification for such expense(s). In the event the BOARD fails to adopt an annual budget for any year, the prior year's budget shall remain in effect until a new budget is adopted or the existing budget is amended or revised.

7.1.2. If, after the adoption of any budget, it shall appear that the adopted budget is insufficient to provide adequate funds to defray the COMMON EXPENSES of the COMMUNITY ASSOCIATION for the fiscal year in which the adopted budget applies to, the BOARD may adopt an amended budget to provide such funds. All of the above provisions shall apply to the adoption of an amended budget.

3004 3102

7.2. Assessments and Assessment Rol

7.2.1. As soon as practicable after the adoption of a budget, or an amended budget, the BOARD shall fix and determine the amount and frequency of the ASSESSMENTS for COMMON EXPENSES, pursuant to the DECLARATION, the ARTICLES and these BYLAWS. Such ASSESSMENTS shall be due not more frequently than monthly and shall each be in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Any periodic ASSESSMENTS for COMMON EXPENSES, whether quarterly, monthly or otherwise, shall be equal unless the BOARD determines unequal ASSESSMENTS are required to provide funds in advance for the expenses of the COMMUNITY ASSOCIATION. As soon as practicable after the determination of the ASSESSMENTS for COMMON EXPENSES, the COMMUNITY ASSOCIATION shall notify each member, in writing, of the amount, frequency and due date of such member's ASSESSMENTS, provided, however, that no ASSESSMENT shall be due in less than (10) days from the date of such notification.

7.2.2. In the event the expenditure of funds by the COMMUNITY ASSOCIATION is required that cannot be paid from the ASSESSMENTS for COMMON EXPENSES, the BOARD may make special ASSESSMENTS, which shall be levied in the same manner as hereinbefore provided for ASSESSMENTS for COMMON EXPENSES and shall be payable in the manner determined by the BOARD. Each member's share of any special ASSESSMENT shall be in the same proportion as the member's share of the ASSESSMENTS for COMMON EXPENSES.

7.2.3. The COMMUNITY ASSOCIATION shall maintain an ASSESSMENT roll for each member, designating the name and current mailing address of the member, the amount of each ASSESSMENT payable by such member, the dates and amounts in which the ASSESSMENTS come due, the amounts paid upon the account of the member, and the balance due.

7.3. Depositories. The funds of the COMMUNITY ASSOCIATION shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, directors or other persons as may be designated by the BOARD. Fidelity bonds as required by the DECLARATION shall be required of all signatories on any accounts of the COMMUNITY ASSOCIATION.

7.4. Application of Payments and Commingling of Funds. All sums collected by the COMMUNITY ASSOCIATION from ASSESSMENTS may be commingled in a single fund or divided into more than one fund, as determined by the BOARD.

7.5. Accounting Records and Reports. The COMMUNITY ASSOCIATION shall maintain accounting records according to good accounting practices. The records shall be open to inspection by members and all INSTITUTIONAL LENDERS or their authorized representatives, at reasonable times. The records shall include, but not be limited to: (a) a record of all receipts and expenditures, and (b) the assessment roll of the members referred to above. The BOARD may, and upon the vote of a majority of the members shall, conduct a review of the accounts of the COMMUNITY ASSOCIATION by a certified public accountant, and if such a review is made, a copy of the report shall be made available to each member and INSTITUTIONAL LENDER upon written request to the COMMUNITY ASSOCIATION.

7.6. PARCEL EXPENSES and ASSESSMENTS. The provisions of this paragraph 7 shall be equally applicable with respect to PARCEL EXPENSES and PARCEL ASSESSMENTS, and separate budgets, ASSESSMENTS, Assessment Rolls, accounts, and books and records shall be established for same.

8. PARLIAMENTARY RULES.

8.1. Roberts' Rules of Order (latest edition) shall govern the conduct of the COMMUNITY ASSOCIATION meetings when not in conflict with the DECLARATION, the ARTICLES or these BYLAWS.

9. AMENDMENTS. Except as otherwise provided, these BYLAWS may be amended in the following manner:

9.1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

9.2. Initiation. A resolution to amend these BYLAWS may be proposed by any director, or by a petition signed by members having at least 25% votes.

3064 pg 1103

9.3. Adoption of Amendments.

9.3.1. A resolution for the adoption of the proposed amendment shall be adopted either: (a) by a majority of all of the directors of the COMMUNITY ASSOCIATION, and by a vote of a majority of the members present in person or by proxy at a meeting called to approve the amendment, without any quorum requirement; or (b) by a 2/3 vote of all of the members. Any amendment approved by the members may provide that the BOARD may not further amend, modify or repeal such amendment.

9.3.2. Notwithstanding the foregoing, so long as DECLARANT owns any portion of the SUBJECT PROPERTY or any property that may be added to the SUBJECT PROPERTY, DECLARANT shall have the right to unilaterally amend these BYLAWS without the joinder or approval of any directors or any member, and no amendment to these BYLAWS may be made without the written consent of DECLARANT. Thereafter, so long as there is at least one PARCEL DEVELOPER, no amendment to these BYLAWS may be made without the written consent of the PARCEL DEVELOPERS.

9.4. No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of members, without approval of 2/3 of all the members, unless the amendment is made to conform these bylaws to applicable law. No amendment shall be made that is in conflict with the DECLARATION, the ARTICLES or these BYLAWS. So long as DECLARANT or any PARCEL DEVELOPER owns any PROPERTY or any property that may be added to the SUBJECT PROPERTY, or holds any mortgage encumbering any PROPERTY other than a UNIT, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, DECLARANT or any PARCEL DEVELOPER, unless DECLARANT or any PARCEL DEVELOPER so affected shall join in the execution of the amendment.

9.5. Execution and Recording. No modification of, or amendment to, these BYLAWS shall be valid unless recorded in the public records of the county in which the SUBJECT PROPERTY is located.

10. RULES AND REGULATIONS. The BOARD may, from time to time, adopt, or amend previously adopted, Rules and Regulations concerning the use of the COMMON AREAS and concerning the use, operation and maintenance of other portions of the SUBJECT PROPERTY in order to further implement and carry out the intent of the DECLARATION, the ARTICLES, and these BYLAWS. The BOARD shall make available to any member, upon request, a copy of the Rules and Regulations adopted from time to time by the BOARD.

11. MISCELLANEOUS.

11.1. Tenses and Genders. The use of any gender or of any tense in these BYLAWS shall refer to all genders or to all tenses, wherever the context so requires.

11.2. Partial Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

11.3. Conflicts. In the event of any conflict, any applicable Florida statute, the DECLARATION, the ARTICLES, these BYLAWS, and the Rules and Regulations of the COMMUNITY ASSOCIATION shall govern, in that order.

11.4. Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these BYLAWS or the intent of any provisions hereof.

11.5. Waiver of Objections. The failure of the BOARD or any officers of the COMMUNITY ASSOCIATION to comply with any terms and provisions of the DECLARATION, the ARTICLES, or these BYLAWS which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such defect shall be waived if it is not objected to by a member within thirty (30) days after the member is notified, or becomes aware, of the defect. Furthermore, if such defect occurs at a general or special meeting, the defect shall be waived as to all members who received notice of the meeting and failed to object to such defect at the meeting.

The foregoing was adopted as the BYLAWS of the COMMUNITY ASSOCIATION at the First Meeting of the BOARD on the 7th day of December, 1998.

By: _____
Its: President

3064 Pg 1104

MASTER DECLARATION

FOR

WEST BAY CLUB

EXHIBIT "D" - LEGAL DESCRIPTION OF TOTAL PROPERTY

ALL OF THE PLAT OF WEST BAY CLUB, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 62, AT PAGE 79 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA:

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:

PARCEL IN
SECTION 5, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

A tract or parcel of land lying in Section 5, Township 47 South, Range 25 East, Lee County, Florida, and being a part of Lots B-57 and B-58, Block B, Florida Gulf Land Company Subdivision, as recorded in Plat Book 1 at Page 59, Lee County Records, and being more particularly described as follows:

From the North Quarter (N-1/4) corner of said Section 5 run N 89° 00' 18" E along the north line of said Section 5 and the centerline of Williams Road (60 feet wide) for 178.50 feet; thence run S 00° 40' 16" E for 30.00 feet to an intersection with the south line of Williams Road and the Point of Beginning.

From said Point of Beginning run N 89° 00' 18" E along said south right-of-way line for 273.76 feet to the northeast corner of those lands described in Official Record Book 2028 at Page 2140, Lee County Records; thence run S 00° 25' 07" E along the east line of said lands for 260.00 feet to the southeast corner of lands described in Official Record Book 2028 at Page 2138, Lee County Records; thence run S 89° 00' 18" W along the south line of said lands for 272.63 feet to an intersection with the west line of lands described in Official Record Book 2860 at Page 812 of the Lee County Records; thence run N 00° 40' 16" W along said line of said lands for 259.99 feet to the Point of Beginning.

Bearings hereinabove mentioned are based on the west line of the Northeast Quarter (NE-1/4) of said Section 5 to bear S 00° 40' 16" E.

OR3064 PG1105

JOINDER

The undersigned, BankBoston, N.A., a national banking association, as agent for the lenders who are parties to that certain Senior Secured Facilities Credit Agreement dated December 24, 1997, as mortgagee under:

A. that certain Mortgage and Security Agreement dated as of December 24, 1997, executed by West Bay Club Development Corporation, a Florida corporation, formerly known as Estero Pointe Development Corporation, as Mortgagor, recorded in O.R. Book 2903, at Page 1431 in the Public Records of Lee County, Florida; and as further modified from time to time,

B. Assignment of Leases and Rents executed by West Bay Club Development Corporation, a Florida corporation, in favor of BankBoston, N.A. recorded December 24, 1997 in Official Records Book 2903, at Page 1466 in the Public Records of Lee County, Florida, and

C. that certain UCC-1 Financing Statement recorded in O.R. Book 2903, at Page 1496 in the Public Records of Lee County, Florida, and as further modified from time to time

hereby joins in and consents to the foregoing Declaration of Covenants and Restrictions of WEST BAY CLUB, A SUBDIVISION.

IN WITNESS WHEREOF the undersigned has set its hand and seal this __ day of June 1998.

Signed, sealed and delivered in the presence of:

_____

Name Printed _____

_____

Name Printed _____

BANKBOSTON, N.A., a national banking association

By: _____

Name: _____

Title: _____

100 Federal Street
Boston, Massachusetts 02110

[Corporate Seal]

3064 pg 1106

STATE OF _____)
) ss:
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____ _____, the _____ of BANKBOSTON, N.A., and that he acknowledged executing the foregoing Joinder in the presence of two subscribing witnesses and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporation seal of said corporation. He is personally known to me or produced his state driver's license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of June, 1998.

_____
Notary Public
Print Name: _____
My Commission Expires:

NOTARY PUBLIC, Hall County, Georgia
My Commission Expires April 23, 2

H:\SHARED\LEGAL\ASSOCIAT\WEST.BAY\JOINDER.DEC

OR3064 PG1107

CHARLIE GREEN, CLERK
LEE COUNTY, FL
99 JAN 15 PM 4:52

24.00P

RECORD AND RETURN TO
THIS INSTRUMENT PREPARED BY

Eric A Simon, Esquire
2825 University Drive, Suite 300
Coral Springs, Florida 33065

4548575

3064 PG 1108

FIRST AMENDMENT TO MASTER DECLARATION FOR WEST BAY CLUB

The undersigned, being the "DECLARANT" pursuant to the Master Declaration for West Bay Club (the "DECLARATION"), recorded in Official Records Book 3064 at Page 1025 of the Public Records of Lee County, Florida, hereby amends the DECLARATION as follows:

1. Exhibit "A" of the DECLARATION, being the legal description of the SUBJECT PROPERTY, is hereby amended by adding thereto the property described in attached Exhibit "A" hereto (the "Added Property"), which shall hereafter be part of the SUBJECT PROPERTY. It is acknowledged the Added Property is a "LOT", as defined in the DECLARATION.

2. Notwithstanding anything contained in the DECLARATION to the contrary, the Added Property shall be exempt from the provisions of Paragraph 6.7 of the DECLARATION.

3. Notwithstanding anything contained in the DECLARATION to the contrary, the Added Property shall be exempt from the provisions of Paragraph 6.21 of the DECLARATION.

This Amendment is made by DECLARANT pursuant to the authority granted the DECLARANT to amend the DECLARATION contained in Paragraph 11.1.3 of the DECLARATION.

IN WITNESS WHEREOF, DECLARANT has executed this Amendment this 7th day of Dec., 1998.

RECORDED BY
FRENT VOGES, D.C.

WITNESSES:

(1) Witness Signature

Denis H. Noah

Type/Print Witness Name

(2) Witness Signature

Type/Print Witness Name

STATE OF FLORIDA)
) ss:
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 7th day of December, 199[illegible] by Frank C Weed, as President of WEST BAY CLUB DEVELOPMENT CORPORATION, a Florida corporation, on behalf of the Corp. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: 7/25/00

Sheldon B. Conway
MY COMMISSION # CC556205 EXPIRES
July 25, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

WEST BAY CLUB DEVELOPMENT CORPORATION, a Florida corporation

By: _____

Frank C. Weed

(Type/Print Name and Title)

OR3064 PG1109

DCI 2004-00046

RECEIVED
JUN 22 2004
PERMIT COUNTER

MASTER DECLARATION

FOR

WEST BAY CLUB

OR3064 PG1110

EXHIBIT "A" - LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 1-A, AS SHOWN ON THE PLAT OF WEST BAY CLUB, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 62 AT PAGE 79, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA

JOINDER

The undersigned, BankBoston, N.A., a national banking association, as agent for the lenders who are parties to that certain Senior Secured Facilities Credit Agreement dated December 24, 1997, as mortgagee under

A. that certain Mortgage and Security Agreement dated as of December 24, 1997 executed by West Bay Club Development Corporation, a Florida corporation formerly known as Estero Point Development Corporation, as Mortgagor, recorded in O.R. Book 2903, at Page 1441 in the Public Records of Lee County, Florida and as further modified from time to time.

B. Assignment of Leases and Rents executed by West Bay Club Development Corporation, a Florida corporation, in favor of BankBoston, N.A. recorded December 24, 1997 in Official Records Book 2903, at Page 1466 in the Public Records of Lee County, Florida, and

C. that certain UCC-1 Financing Statement recorded in O.R. Book 2903, at Page 1496 in the Public Records of Lee County, Florida, and as further modified from time to time.

hereby joins in and consents to the foregoing First Amendment to Declaration of Covenants and Restrictions of WEST BAY CLUB, A SUBDIVISION

IN WITNESS WHEREOF the undersigned has set its hand and seal this 30th day of November, 1998

Signed, sealed and delivered in the presence of

Name Printed Virginia Keating

Name Printed Diana Dunlap

BANKBOSTON, N.A., a national banking association

By _____

Name: Paul D. Vin

Title Managing Director

100 Federal Street
Boston, Massachusetts 02110

[Corporate Seal]

DCI 2004-00046

RECEIVED
JUN 22 2004
PERMIT COUNTER

3054 PG 1111

STATE OF _____)
) ss
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, the _____ of BANKBOSTON, N.A. He is personally known to me or produced his state driver's license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of November, 1998

_____
Notary Public
Print Name _____
My Commission Expires:

NOTARY PUBLIC, Hall County, Georgia
My Commission Expires April 23, 2000

03064 PG 1112

UCI 2004-00046

99 JAN 15 PM 4:53

CLERK

RECEIVED
JUN 22 2004
PERMIT COUNTER

SHARED\LEGAL\ASSOCIAT\WEST\BA\JC\NDER.DEC

THIS INSTRUMENT PREPARED BY

Amy H. Goldin, Esq.
Atlantic Gulf Communities Corporation
2601 South Bayshore Drive
Miami, Florida 33133

Return to:
PENINSULA STATE TITLE
18401 MURDOCK CIRCLE
PORT CHARLOTTE, FL 33948

4613608

OR3105 PG0619

Space above this line for recorder's use

RECORDED BY
SUSAN ROSTON, D.C.

SECOND AMENDMENT TO MASTER DECLARATION FOR WEST BAY CLUB

This Second Amendment to Master Declaration for West Bay Club is entered into as of the 1st day of April, 1999.

Recitals:

A. WHEREAS, the Master Declaration for West Bay Club recorded at O.R. Book 3064, Page 1050 Public Records of Lee County, Florida, (the "Master Declaration") encumbers the community known as West Bay Club;

B. WHEREAS, the Master Declaration was amended by that certain First Amendment to Master Declaration recorded January 15, 1999, in O.R. Book 3064, at Page 1108 in the Public Records of Lee County, Florida;

C. WHEREAS, the Declarant has the authority to amend the Master Declaration pursuant to Paragraph 11.1.3 thereof.

NOW, THEREFORE, the Master Declaration is hereby amended as follows

1. Exhibit "B" of the Master Declaration, being the Articles of Incorporation, is hereby amended by adding the Articles of Amendment attached hereto as Schedule "1".

2. Except as modified herein, all terms and conditions of the Master Declaration remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment is made as of the date above-written by:

RECEIVED
JUN 22 2004
PERMIT COUNTER

West Bay Club Development Corporation,
a Florida corporation

By: _____
Joel K. Goldman, Vice President

DCI 2004-00046

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 22 day of April, 1999, by Joel K. Goldman, Vice President of West Bay Club Development Corporation, a Florida corporation, on behalf of the corporation. He is personally known to me.

Notary Public State of Florida

OFFICIAL NOTARY SEAL
HANNAH L WILSON
COMMISSION NUMBER
CC525713
MY COMMISSION EXPIRES
FEB. 9,2000

UC1 2004-00046

RECEIVED
JUN 22 2004
PERMIT COUNTER

OR3105 PG0621

JOINDER

Bank Boston a *national banking association*, hereby joins in the foregoing Second Amendment to Master Declaration for West Bay Club.

Bank Boston N.A.

By: [signature]
Print: NICHOLAS WHITING
Title: V.P.

STATE OF ~~FLORIDA~~ Georgia)
COUNTY OF Fulton)

The foregoing instrument was acknowledged before me this 8 day of April, 1999, by Nicholas Whiting, Vice President of Bank Boston N.A., a --national banking association. He is personally known to me or has *produced* himself *as identification.*

My Commission Expires:

[signature]
Notary Public

D.A. PARKER NOTARY PUBLIC COBB COUNTY My Commission Expires May 29, 2002

DCI 2004-00046

RECEIVED
JUN 22 2004
PERMIT COUNTER

H:\SHARED LAW\ASSOCIAT\WEST-BAY\2NDAMEND.DEC

SCHEDULE 1

FILED
99 MAR 17 PM 12:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION
OF
WEST BAY CLUB COMMUNITY ASSOCIATION, INC.
(a Florida not for profit corporation)

TO: Department of State
Tallahassee, Florida 32304

Pursuant to the provisions of Section 617.1006 of the Florida Statutes, the undersigned corporation adopts the following articles of amendment to its Articles of Incorporation:

1. NAME: The name of the corporation is West Bay Club Community Association, Inc., a Florida not for profit corporation (the "Corporation").

2. TEXT OF AMENDMENT:

The location of the property as set forth in the first sentence of the Preamble of the original Articles of Incorporation as being located in Collier County, Florida, is hereby amended to be Lee County, Florida.

3. The undersigned hereby states that this Amended Articles of Incorporation was adopted by the Board of Directors of the Corporation on March 10, 1999. The number of votes cast for the amendment was sufficient for approval. This amendment was adopted by the members on March 10, 1999.

4. The remainder of the provisions of the Articles of Incorporation shall remain as filed on February 20, 1998.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment this 11th day of March, 1999.

By: _____
Joel K. Goldman, Vice President

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 11th day of March 1999, by Joel K. Goldman, Vice President of West Bay Club Community Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

My commission expires:

_____
Hannah L. Wilson, Notary Public

DWI 2004-00046

H:\SHARED\LEGAL\ASSOCIAT\WEST-BAY\ARTICLES AMD

RECEIVED
JUN 22 2004
PERMIT COUNTER

OFFICIAL NOTARY SEAL
HANNAH L WILSON
COMMISSION NUMBER
CC526713
MY COMMISSION EXPIRES
FEB. 6,2000

OR3105 PG0622

CHARLIE GREEN CLERK
LEE COUNTY FL
99 APR 19 AM 8:59

4626564

RECORD AND RETURN TO
THIS INSTRUMENT PREPARED BY:

Eric A. Simon, Esquire
2825 University Drive, Suite 300
Coral Springs, Florida 33065

PENINSULA STATE TITLE
18401 MURDOCK CIRCLE
PORT CHARLOTTE, FL 33948

OR3113 PG2140

AMENDMENT TO MASTER DECLARATION FOR WEST BAY CLUB

The undersigned, being the "DECLARANT" pursuant to the Master Declaration for West Bay Club (the "DECLARATION"), recorded in Official Records Book 3064, at Page 1050, of the Public Records of Lee County, Florida, hereby amends the DECLARATION as follows:

1. Exhibit "A" of the DECLARATION, being the legal description of the SUBJECT PROPERTY, is hereby amended by adding thereto the property described in attached Exhibit "A" hereto (the "Added Property"), which shall hereafter be part of the SUBJECT PROPERTY.

This Amendment is made by DECLARANT pursuant to the authority granted the DECLARANT to amend the DECLARATION contained in paragraph 11.1.3 of the DECLARATION.

IN WITNESS WHEREOF, DECLARANT has executed this Amendment this 5th day of May, 1999.

RECORDED BY
TRENT VOGES, D.C.

WITNESSES:

Print Name: Dennis H. Noah

Print Name: Peggy F Lee

WEST BAY CLUB DEVELOPMENT CORPORATION, a Florida corporation

By: _____
Frank C. Weed, President

STATE OF FLORIDA)
) ss:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 5th day of May, 1999, by **FRANK C. WEED**, as President of **WEST BAY CLUB DEVELOPMENT CORPORATION**, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

RECEIVED
JUN 22 2004
PERMIT COUNTER

NOTARY PUBLIC
State of Florida at Large
Peggy F Lee

PEGGY F. LEE
MY COMMISSION # CC 615509
EXPIRES: February 15, 2001
Bonded Thru Notary Public Underwriters

DCI 2004-00046

MASTER DECLARATION

FOR

WEST BAY CLUB

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY ADDED TO SUBJECT PROPERTY

Tracts MF-4 and MF-5, of West Bay Club, a Subdivision according to the plat thereof recorded in Plat Book 62, at Pages 79 through 111, of the Public Records of Lee County, Florida.

OR3113PG2141

CHARLIE GREEN, CLERK
LEE COUNTY, FL
99 MAY -5 PM 2:07

DCI 2004-00046

RECEIVED
JUN 22 2004
PERMIT COUNTER

INSTR # 4918943
OR BK 03279 PG 1383
RECORDED 07/13/00 02:14 PM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 19.50
DEPUTY CLERK H Adams

RECORD AND RETURN TO
THIS INSTRUMENT PREPARED BY:

Denis H. Noah
Henderson, Franklin, Starnes & Holt, P.A.
P.O. Box 280
Fort Myers, FL 33902

AMENDMENT TO MASTER DECLARATION FOR WEST BAY CLUB

The undersigned, being the "DECLARANT" pursuant to the Master Declaration for West Bay Club (the "DECLARATION"), recorded in Official Records Book 3064, at Page 1050, of the Public Records of Lee County, Florida, hereby amends the DECLARATION as follows:

Exhibit "A" of the DECLARATION, being the legal description of the SUBJECT PROPERTY, is hereby amended by adding thereto the property described in attached Exhibit "A" hereto (the "Added Property"), which shall hereafter be part of the SUBJECT PROPERTY.

This Amendment is made by DECLARANT pursuant to the authority granted the DECLARANT to amend the DECLARATION contained in paragraph 11.1.3 of the DECLARATION.

IN WITNESS WHEREOF, DECLARANT has executed this Amendment this 9th day of June, 2000.

WITNESSES:

Witness

Shelly Conway
(Type/Print Name of Witness)

Mary Lee Snead
Witness

Mary Lee Snead
(Type/Print Name of Witness)

WEST BAY CLUB DEVELOPMENT CORPORATION, a Florida corporation

BY: _____

Frank C. Weed

Title: President

ULI 2004-00046

RECEIVED
JUN 22 2004
PERMIT COUNTER

ATL/700500.1

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 9th day of June 2000, by **FRANK C. WEED** as President of **WEST BAY CLUB DEVELOPMENT CORPORATION**, a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced _____ _____ as identification.

Notary Public

Sheldon B. Conway

(Type/Print Name of Notary)

Commission No. CC556205

My Commission Expires: 7/25/00

Sheldon B. Conway
MY COMMISSION # CC556205 EXPIRES
July 25, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

Util 2004-00046

RECEIVED
JUN 22 2004
PERMIT COUNTER

AMENDMENT TO MASTER DECLARATION

FOR

WEST BAY CLUB

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY ADDED TO SUBJECT PROPERTY

Lots 14 through 32, Block E, and Lots 34 through 49, Block F, WEST BAY CLUB UNIT II, a subdivision according to the plat thereof recorded in Plat Book 61, at Pages 82 through 83 of the Public Records of Lee County, Florida.

OR BK 03279 PG 1385

2004-00046

RECEIVED
JUN 22 2004
PERMIT COUNTER

AMENDMENT TO MASTER DECLARATION

WEST BAY CLUB

JOINDER OF LENDER

The undersigned, **FLEET NATIONAL BANK**, a national banking association, hereby consents to the foregoing Amendment to Master Declaration.

FLEET NATIONAL BANK, a national banking association

Samantha Ledford
Witness

BY: S. Selbo

Samantha Ledford
(Type/Print Name of Witness)

Title: Director

Mary C Cadden
Witness

MARY C CADDEN
(Type/Print Name of Witness)

STATE OF GEORGIA

COUNTY OF FULTON

The foregoing instrument was acknowledged before me this 30th day of May, 2000, by Steven P. Selbo as Director of **FLEET NATIONAL BANK**, a national banking association, on behalf of the Bank, who is personally known to me or who has produced _____ as identification.

Mary C Cadden
Notary Public

_____
(Type/Print Name of Notary)

Commission No. _____

My Commission Expires: _____

MARY C. CADDEN NOTARY PUBLIC DEKALB COUNTY GEORGIA EXPIRES FEB. 23, 2003

MARY C. CADDEN NOTARY PUBLIC DEKALB COUNTY GEORGIA EXPIRES FEB. 23, 2003

DCI 2004-00046

RECEIVED
JUN 22 2004
PERMIT COUNTER

ATL/700500.1

INSTR # 5042064
OR BK 03350 PG 4229
RECORDED 01/16/01 12:40 PM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 15.00
DEPUTY CLERK K Cartwright

RECORD AND RETURN TO
THIS INSTRUMENT PREPARED BY:

Denis H. Noah
Henderson, Franklin, Starnes & Holt, P.A.
P.O. Box 280
Fort Myers, FL 33902

AMENDMENT TO MASTER DECLARATION FOR WEST BAY CLUB

The undersigned, being the "DECLARANT" pursuant to the Master Declaration for West Bay Club (the "DECLARATION"), recorded in Official Records Book 3064, at Page 1050, of the Public Records of Lee County, Florida, hereby amends the DECLARATION as follows:

Exhibit "A" of the DECLARATION, being the legal description of the SUBJECT PROPERTY, is hereby amended by adding thereto the property described in attached Exhibit "A" hereto (the "Added Property"), which shall hereafter be part of the SUBJECT PROPERTY.

This Amendment is made by DECLARANT pursuant to the authority granted the DECLARANT to amend the DECLARATION contained in paragraph 11.1.3 of the DECLARATION.

IN WITNESS WHEREOF, DECLARANT has executed this Amendment this 9th day of October, 2000.

WITNESSES:

Print Name: Shelly Conway

Print Name: Lynnwood C. Wright

WEST BAY CLUB DEVELOPMENT CORPORATION, a Florida corporation

By: _____
Frank C. Weed, President

STATE OF FLORIDA)
) **ss:**
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 9th day of October, 2000, by **FRANK C. WEED,** as President of **WEST BAY CLUB DEVELOPMENT CORPORATION,** a Florida corporation, on behalf of the corporation. ~~He~~/she is personally known to me or has produced _____ as identification.

Sheldon B. Conway
MY COMMISSION EXPIRES July 25, 2004
#CC949693
Bonded thru Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
State of Florida at Large

RECEIVED
JUN 22 2004
PERMIT COUNTER

CCI 2004-00046

AMENDMENT TO MASTER DECLARATION

FOR

WEST BAY CLUB

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY ADDED TO SUBJECT PROPERTY

Lots 1 through 13 and Tract A, WESTLAKE COURT, a subdivision according to the plat thereof recorded in Plat Book 67, at Pages 91 through 93, of the Public Records of Lee County, Florida.

RECEIVED
JUN 22 2004
PERMIT COUNTER

AMENDMENT TO MASTER DECLARATION

WEST BAY CLUB

CONSENT OF LENDER

The undersigned, **FLEET NATIONAL BANK,** a national banking association, hereby consents to the foregoing Amendment to Master Declaration.

FLEET NATIONAL BANK, a national banking association

Elaine K Hansard
Witness

BY: S. Selbo

Elaine K Hansard
(Type/Print Name of Witness)

Title: Director

Witness

OLIVIA A. NARR
(Type/Print Name of Witness)

STATE OF GEORGIA

COUNTY OF FULTON

The foregoing instrument was acknowledged before me this 29 day of September 2000, by **STEVEN P. SELBO** as Director of **FLEET NATIONAL BANK,** a national banking association, on behalf of the Bank, who is personally known to me or who has produced _____ as identification.

D. A. Parker
Notary Public

_____
(Type/Print Name of Notary)

Commission No. _____

My Commission Expires: _____

D.A. PARKER NOTARY PUBLIC COBB COUNTY My Commission Expires May 29, 2002

UC1 2004-00046

RECEIVED
JUN 22 2004

PERMIT COUNTER

316.50 = Rec

INSTR # 5052604
OR BK 03357 PG 0099
RECORDED 01/29/01 04:08 PM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 316.50
DEPUTY CLERK J Miller

AMENDED AND RESTATED MASTER DECLARATION

FOR

WEST BAY CLUB

TABLE OF CONTENTS

1. DEFINITIONS
1.1. APPROVING PARTY 2
1.2. ARTICLES 2
1.3. ASSESSMENT 2
1.4. BOARD 2
1.5. BYLAWS 2
1.6. CLUB 2
1.7. CLUB PROPERTY 2
1.8. COMMON AREAS 2
1.9. COMMON EXPENSES 3
1.9.1 3
1.9.2 3
1.9.3 3
1.9.4. 3
1.9.5. 3
1.9.6. 3
1.9.7 3
1.9.8 3
1.10. COMMON SURPLUS 3
1.11. COMMUNITY ASSOCIATION 3
1.12. DECLARANT 3
1.13. DECLARATION 4
1.14. EXEMPTION PERIOD 4
1.15. IMPROVEMENT 4
1.16. INSTITUTIONAL LENDER 4
1.17. LOT 4
1.18. OWNER 4
1.19. PARCEL 4
1.20. PARCEL AREAS 4
1.21. PARCEL ASSESSMENT 4
1.22. PARCEL ASSOCIATION 5
1.23. PARCEL DECLARATION 5
1.24. PARCEL DEVELOPER 5
1.25. PARCEL EXPENSE 5
1.26. PERSON 5
1.27. PLANNED UNIT 5
1.28. PROPERTY 5
1.29. SUBJECT PROPERTY 5
1.30. TOTAL PROPERTY 6
1.31. UNIT 6
1.32. UNIT OWNER 6
2. COMMON AREAS, DUTIES AND OBLIGATIONS OF THE COMMUNITY ASSOCIATION 6
2.1. Conveyance of COMMON AREAS to COMMUNITY ASSOCIATION 6
2.1.1. By DECLARANT or a PARCEL DEVELOPER 6
2.1.2. By Any Other PERSON 6

2.2. Easements Over COMMON AREAS 6
2.2.1. Easements for Pedestrian and Vehicular Traffic 6
2.2.2. Use and Benefit 7
2.2.3. Service and Utility Easements 7
2.3. Additional Easements and Modifications to Easements 7
2.4. Additions, Alterations or Improvements 7
2.5. Damage or Destruction 7
2.6. Mortgage and Sale of COMMON AREAS 8
2.7. Special Provisions Regarding Recreational and Social Facilities 8
2.7.1. 8
2.7.2. 8
2.7.3. 8
2.7.4. 8
2.8. Gatehouses or Entry Gates 9
2.9. PARCEL AREAS 9
2.9.1. Use 9
2.9.2. PARCEL EXPENSES 9
2.9.3. Approval of Action Concerning PARCEL AREAS 9
2.9.4. Common Irrigation System 9
2.10. Warranties. 9
3. COMMUNITY ASSOCIATION 10
3.1. Organization 10
3.1.1. Articles of Incorporation 10
3.1.2. BYLAWS 10
3.1.3. Powers of the COMMUNITY ASSOCIATION 10
3.1.4. Approval or Disapproval of Matters 10
3.1.5. Acts of the COMMUNITY ASSOCIATION 10
3.1.6. Management and Service Contracts 10
3.1.7. Membership 11
3.1.7.1. OWNERS 11
3.1.7.2. DECLARANT and PARCEL DEVELOPERS 11
3.1.8. Voting Rights 11
3.2. Duties and Obligations 11
3.2.1. Maintenance of COMMON AREAS and other Property 11
3.2.2. Surface Water Management System 12
3.2.3. Mitigation Areas 12
3.2.4. Conservation Easements 12
3.2.4.1 12
3.2.4.2. 13
3.2.4.3. 13
3.2.4.4. 13
3.2.4.5. 13
3.2.4.6. 13
3.2.5. Compliance with Permits and Approvals 13
3.2.6. Entry Roads 13
3.2.7. Entry Features 14
3.2.8. Jogging Path 14
3.2.9. Streets, Roads, and Sidewalks 14
3.2.10. Insurance 14
3.2.10.1. Hazard Insurance 14
3.2.10.2. Comprehensive General Liability Insurance 14
3.2.10.3. Blanket Fidelity Bonds 14
3.2.10.4. 14

3.2.10.5. 14
3.2.10.6. 15
3.2.10.7. 15
3.2.11 Lawn, Irrigation and Pool Maintenance 15
3.3. Default 15
4. ASSESSMENTS FOR COMMON EXPENSES 15
4.1. Responsibility 15
4.2. Determination of ASSESSMENTS for COMMON EXPENSES 15
4.3. ASSESSMENT VALUE 15
4.3.1. 15
4.3.2. 16
4.3.3. 16
4.4. Amount of ASSESSMENTS 16
4.5. Special Assessments 16
4.6. Changes in Assessments 16
4.7. Payment of ASSESSMENTS for COMMON EXPENSES 16
4.8. Special Provisions for PARCEL ASSESSMENTS 16
4.9. ASSESSMENTS on Non-Uniform Basis 17
4.10. DECLARANT'S and PARCEL DEVELOPER'S LIABILITY FOR ASSESSMENTS 17
4.10.1. 17
4.10.2. 17
4.10.3. 17
4.10.4. 17
4.10.5. 17
4.10.6. 17
4.10.7. 18
4.11. Exclusion for Expenses Relating to Completed UNITS 18
4.12. PARCEL ASSOCIATION 18
4.13. WORKING CAPITAL CONTRIBUTION 18
4.14. Enforcement 18
5. ARCHITECTURAL CONTROL FOR IMPROVEMENTS 18
5.1. Purpose 18
5.2. OWNER or PARCEL ASSOCIATION to Obtain Approval 19
5.3. Request for Approval 19
5.4. Approval 19
5.5. Architectural Guidelines and Criteria 19
5.6. Inspections 20
5.7. Remedy for Violations 20
5.8. No Liability 20
5.9. Compliance with Governmental Requirements 20
5.10. Construction by Licensed Contractor 21
5.11. Certificate 21
5.12. Effect of PARCEL ASSOCIATION 21
5.13. Approval by PARCEL DEVELOPER 21
5.14. Committee 21
6. USE RESTRICTIONS AND MAINTENANCE REQUIREMENTS 21
6.1. Air Conditioning Units 21
6.2. Automobiles, Vehicles and Boats 21
6.3. Maintenance of Enclaves 22
6.4. Beaches/Lake Banks 22
6.5. Boat Docks 22
6.6. Buffer 22
6.6.1. 22

6.6.2. 22
6.7. Business Use 22
6.8. Clothes Lines and Outside Clothes Drying 23
6.9. COMMON AREAS and PARCEL AREAS 23
6.10. Damage and Destruction 23
6.11. Easement Areas 23
6.11.1. 23
6.11.1.1 23
6.11.1.2 23
6.11.2. 23
6.12. Exterior Changes, Alterations and Improvements 24
6.13. Fences and Walls 24
6.14. Firearms and Hunting 24
6.15. Garages 24
6.16. Garbage Containers, Oil and Gas Tanks, Air Conditioners 24
6.17. Garbage and Trash 24
6.18. Hazardous Waste 24
6.19. Lakes and Canals 24
6.20. Landscaping 24
6.21. Leases 25
6.22. Maintenance 25
6.23. Nuisances 25
6.24. Open Space 25
6.25. Outside Antennas 26
6.26. Outside Storage of Personal Property 26
6.27. Pets 26
6.28. Portable Buildings 26
6.29. Monitoring Services 26
6.30. Signs 26
6.31. Solar Collectors 27
6.32. Subdivision 27
6.33. Surface Water Management 27
6.34. Swimming Pools 27
6.35. Tree Removal 27
6.36. Utility Lines and Services 27
6.37. Water and Waste Water Utilities 27
6.38. Wells 28
6.39. Window Treatments 28
6.40. Rules and Regulations 28
6.41. Additional Restrictions 28
6.42. Exemption or Waiver 28
6.43. Responsibility for Maintenance and Compliance 28
6.43.1. OWNERS 28
6.43.2. PARCEL ASSOCIATION 28
6.43.3. Enforcement 29
6.43.4. Limitations 29
6.44. Exceptions for DECLARANT and Other Developers 29
7. COLLECTION OF ASSESSMENTS, DEFAULT AND ENFORCEMENT 29
7.1. Monetary Defaults and Collection of ASSESSMENTS 29
7.1.1. Late Fees and Interest 29
7.1.2. Acceleration of ASSESSMENTS 29
7.1.3. Collection 30

7.1.4. Lien for ASSESSMENT and Moneys Owed to COMMUNITY ASSOCIATION 30
7.1.5. Transfer of PROPERTY after ASSESSMENT 30
7.1.6. Subordination of the Lien to Mortgages 30
7.1.7. No Set-Offs 31
7.1.8. Exception for DECLARANT 31
7.1.9. Suspension of Voting Rights 31
7.2. Non-Monetary Defaults 31
7.2.1. 31
7.2.2. 31
7.2.3. 31
7.2.4. 31
7.2.5. 32
7.3. Fines and Suspensions 32
7.3.1. 32
7.3.2. 32
7.3.3. 32
7.3.4. 32
7.3.5. 32
7.4. Negligence 33
7.5. Responsibility of an OWNER for Occupants, Tenants, Guests, and Invitees 33
7.6. Right of COMMUNITY ASSOCIATION to Evict Tenants, Occupants, Guests and Invitees 33
7.7. No Waiver 33
7.8. Rights Cumulative 33
7.9. Enforcement Against other Persons 33
7.10. Certificate as to Unpaid ASSESSMENTS or Default 34
7.11. Enforcement of Obligations of COMMUNITY ASSOCIATION 34
8. SPECIAL PROVISIONS REGARDING CLUB 34
8.1. Provisions of DECLARATION not Applicable to CLUB 34
8.2. Easement 34
8.3. Assumption of Risk 34
8.4. No Adverse Affect on Club 35
8.5. CLUB as MEMBER 35
8.6. ASSESSMENTS Payable by CLUB 35
8.7. Conveyances Between CLUB and COMMUNITY ASSOCIATION 35
8.8. Access 35
8.9. Types of Memberships and Rights 35
9. DEDICATIONS 35
10. TERM OF DECLARATION 36
11. AMENDMENT 36
11.1. Approval of Amendments 36
11.1.1. 36
11.1.2. 36
11.1.3. 36
11.1.4. 36
11.2. Recording 37
11.3. Discrimination 37
11.4. Approval of South Florida Water Management District 37
12. RIGHTS OF INSTITUTIONAL LENDERS 37
12.1. Notice of Action 37
12.1.1. 37
12.1.2. 37

12.1.3. 37
12.1.4. 37
12.2. Consent of INSTITUTIONAL LENDERS 37
12.3. Payment of Taxes and Insurance 38
13. MISCELLANEOUS 38
13.1. Damage or Destruction 38
13.2. Conflict With ARTICLES or BYLAWS 38
13.3. PARCEL ASSOCIATION 38
13.4. Authority of COMMUNITY ASSOCIATION and Delegation 38
13.5. Severability 39
13.6. Validity 39
13.7. Assignment of DECLARANT's Rights 39
13.8. Performance of COMMUNITY ASSOCIATION's Duties by DECLARANT 39
13.9. Property Owned by DECLARANT 39
13.10. Inapplicability of Condominium Act 39
13.11. Actions Against DECLARANT 39
13.12. Sale and Development Easement 40

THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:
Denis H. Noah, Esq.
P.O. Box 280
Fort Myers, FL 33902

AMENDED AND RESTATED MASTER DECLARATION

FOR

WEST BAY CLUB

THIS AMENDED AND RESTATED MASTER DECLARATION FOR WEST BAY CLUB is made this 5th day of July, 2000, by WEST BAY CLUB DEVELOPMENT CORPORATION, a Florida corporation ("DECLARANT").

This MASTER DECLARATION includes the following exhibits:

Exhibit "A"	-	Legal Description of the SUBJECT PROPERTY
Exhibit "B"	-	Articles of Incorporation of COMMUNITY ASSOCIATION
Exhibit "C"	-	Bylaws of COMMUNITY ASSOCIATION
Exhibit "D"	-	Legal Description of TOTAL PROPERTY

PREAMBLE:

WHEREAS, DECLARANT owns the property described herein, and intends to develop the property as a residential community. The purpose of this Declaration is to provide various use and maintenance requirements and restrictions in the best interests of the future owners of dwellings within the SUBJECT PROPERTY, to protect and preserve the values of the SUBJECT PROPERTY. This DECLARATION also provides for certain rights and obligations of the COMMUNITY ASSOCIATION, which will own, operate and/or maintain various portions of the SUBJECT PROPERTY and IMPROVEMENTs constructed within the SUBJECT PROPERTY, and will have the right to enforce the provisions of this DECLARATION. The expenses of the COMMUNITY ASSOCIATION will be shared by the OWNERS of portions of the SUBJECT PROPERTY.

WHEREAS, DECLARANT previously recorded the MASTER DECLARATION FOR WEST BAY CLUB in O.R. Book 3064, Page 1050, of the Public Records of Lee County, Florida, said MASTER DECLARATION having been modified and amended by: FIRST AMENDMENT TO MASTER DECLARATION FOR WEST BAY CLUB recorded in O.R. Book 3064, Page 1108, of the Public Records of Lee County, Florida; SECOND AMENDMENT TO MASTER DECLARATION FOR WEST BAY CLUB recorded in O.R. Book 3105, Page 619, of the Public Records of Lee County, Florida; and AMENDMENT TO MASTER DECLARATION FOR WEST BAY CLUB recorded in O.R. Book 3113, Page 2140, of the Public Records of Lee County, Florida; and

WHEREAS, pursuant to the authority granted to DECLARANT to amend the MASTER DECLARATION as set forth in Paragraph 11.1.3 of the MASTER DECLARATION, DECLARANT is establishing these AMENDED AND RESTATED MASTER COVENANTS in order to further modify, amend, clarify and correct the MASTER DECLARATION.

NOW, THEREFORE, DECLARANT hereby declares that the SUBJECT PROPERTY, as hereinafter defined, shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth herein, all of which are created in the best interests of the owners and residents of the SUBJECT PROPERTY, and which shall run with the SUBJECT PROPERTY and shall be binding upon all persons having and/or acquiring any right, title or interest in the SUBJECT PROPERTY or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the SUBJECT PROPERTY, or any portion thereof.

1. DEFINITIONS. The words and phrases listed below, as used in this DECLARATION, shall have the following meanings, unless the context otherwise requires:

1.1. APPROVING PARTY means DECLARANT, as long as it owns any portion of the TOTAL PROPERTY, or until DECLARANT relinquishes its rights as the APPROVING PARTY by written notice to the COMMUNITY ASSOCIATION. DECLARANT reserves the right to assign its rights as the APPROVING PARTY with respect to any PARCEL to the PARCEL DEVELOPER of the PARCEL or to the COMMUNITY ASSOCIATION, in whole or in part. When DECLARANT or its assignee is no longer the APPROVING PARTY with respect to any PARCEL, the COMMUNITY ASSOCIATION shall be the APPROVING PARTY with respect to such PARCEL. Notwithstanding the foregoing, DECLARANT, so long as it owns any portion of the TOTAL PROPERTY, and thereafter the PARCEL DEVELOPER of any PARCEL or its assignee, and not the COMMUNITY ASSOCIATION, shall be the APPROVING PARTY with respect to the initial construction of any IMPROVEMENTs within a PARCEL by the PARCEL DEVELOPER of the PARCEL or by any builder or developer.

1.2. ARTICLES mean the Articles of Incorporation of the COMMUNITY ASSOCIATION, as amended from time to time.

1.3. ASSESSMENT means the amount of money which may be assessed against an OWNER for the payment of the OWNER's share of COMMON EXPENSES, and/or any other funds which an OWNER may be required to pay to the COMMUNITY ASSOCIATION as provided by this DECLARATION, the ARTICLES or the BYLAWS.

1.4. BOARD means the Board of Directors of the COMMUNITY ASSOCIATION.

1.5. BYLAWS mean the Bylaws of the COMMUNITY ASSOCIATION, as amended from time to time.

1.6. CLUB means The West Bay Golf Club, Inc., a Florida not for profit corporation which owns and/or operates the CLUB PROPERTY, and whose members are entitled to use of portions of the CLUB PROPERTY.

1.7. CLUB PROPERTY means any and all portions of the SUBJECT PROPERTY or the property described in Exhibit "D" owned and/or operated by the CLUB, or intended by DECLARANT to be owned and/or operated by the CLUB, including the golf course, golf practice facilities, golf clubhouse, and related golf facilities, maintenance facilities, and any other facilities ancillary thereto.

1.8. COMMON AREAS means any property, whether improved or unimproved, or any easement or interest therein, now or hereafter owned by or leased to the COMMUNITY ASSOCIATION, or which is dedicated to the COMMUNITY ASSOCIATION on any recorded plat of any portion of the TOTAL PROPERTY, or which is declared to be a COMMON AREA by this DECLARATION, or which is intended by DECLARANT to be a COMMON AREA. Except as otherwise provided herein, COMMON AREAS may include roads, recreational facilities, parks, street lights, entry features, wetland preservation or mitigation areas, upland buffers, conservation

easements, and lakes and other waterways, provided that the foregoing shall not be deemed a representation or warranty that any or all of the foregoing types of COMMON AREAS will be provided.

1.9. COMMON EXPENSES mean all expenses of any kind or nature whatsoever properly incurred by the COMMUNITY ASSOCIATION, including, but not limited to, the following:

1.9.1. Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the COMMON AREAS, or any other property to be maintained by the COMMUNITY ASSOCIATION as provided in this DECLARATION, including, but not limited to, utilities, real and personal taxes, assessments, insurance, operation, maintenance, repairs, improvements, alterations and security.

1.9.2. Expenses of obtaining, repairing or replacing personal property owned by the COMMUNITY ASSOCIATION.

1.9.3. Expenses incurred in connection with the administration and management of the COMMUNITY ASSOCIATION.

1.9.4. Costs incurred in complying with any governmental approval, permit, or requirement relating to the SUBJECT PROPERTY.

1.9.5. The cost of operating and maintaining any gatehouses or electronic gates or entry devices within the SUBJECT PROPERTY.

1.9.6. The cost of providing cable television or monitoring service for the SUBJECT PROPERTY and/or the UNITS, if the BOARD elects to provide same as a COMMON EXPENSE.

1.9.7. The cost of maintaining and replacing the entrance features to the SUBJECT PROPERTY and to all of the PARCELS.

1.9.8. Expenses declared to be COMMON EXPENSES by the provisions of this DECLARATION or by the ARTICLES or BYLAWS.

1.10. COMMON SURPLUS means the excess of all receipts of the COMMUNITY ASSOCIATION over the amount of the COMMON EXPENSES.

1.11. COMMUNITY ASSOCIATION means the corporation formed pursuant to the Articles of Incorporation attached hereto as an exhibit.

1.12. DECLARANT means the entity executing this DECLARATION, or any PERSON who may be assigned the rights of DECLARANT pursuant to a written assignment executed by the then present DECLARANT and recorded in the public records of the county in which the SUBJECT PROPERTY is located. In addition, in the event any PERSON obtains title to all of the SUBJECT PROPERTY then owned by DECLARANT as a result of the foreclosure of any mortgage or deed in lieu thereof, such PERSON may elect to become the DECLARANT or to have any of DECLARANT's rights as provided by this DECLARATION, the ARTICLES, or the BYLAWS, by a written election recorded in the public records of the county in which the SUBJECT PROPERTY is located, and regardless of the exercise of such election, such PERSON may appoint as DECLARANT or assign any rights of DECLARANT to any third party who acquires title to all or any portion of the SUBJECT PROPERTY by written appointment recorded in the public records of the county in which the SUBJECT PROPERTY is located. In any event, any subsequent DECLARANT shall not be liable for any actions or defaults of, or obligations incurred by, any prior DECLARANT, except as same may be expressly assumed by the subsequent DECLARANT.

1.13. DECLARATION means this declaration, as it may be amended from time to time.

1.14. EXEMPTION PERIOD means the period beginning with the recording of this DECLARATION and ending when DECLARANT no longer owns any portion of the TOTAL PROPERTY, which contains a UNIT or any PLANNED UNIT, or when DECLARANT notifies the COMMUNITY ASSOCIATION in writing that it elects to pay ASSESSMENTS for COMMON EXPENSES as in the case of any other OWNER, whichever occurs first. Notwithstanding the foregoing, the EXEMPTION PERIOD shall terminate at such time as DECLARANT no longer appoints a majority of the directors of the COMMUNITY ASSOCIATION, unless DECLARANT elects to extend the EXEMPTION PERIOD after such time by written notice to the COMMUNITY ASSOCIATION.

1.15. IMPROVEMENT means any building, fence, wall, patio area, road, driveway, walkway, landscaping, antenna, sign, mailbox, pool, tennis court, recreational facility, berm, lake, pond, canal, or other structure or improvement which is constructed, made, installed, placed or developed within or upon, or removed from, any PROPERTY, or any change in, alteration of, addition to, or removal of all or any portion of any such structure or improvement other than normal maintenance and repair which does not materially alter or change the exterior appearance, condition and color of same, and any change in the ground elevation of any PROPERTY.

1.16. INSTITUTIONAL LENDER means the holder of a mortgage encumbering any PROPERTY, which holder in the ordinary course of business makes, purchases, guarantees, or insures mortgage loans, and which is not owned or controlled by the OWNER of the PROPERTY encumbered. An INSTITUTIONAL LENDER may include, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an INSTITUTIONAL LENDER shall also mean the holder of any mortgage executed by or in favor of DECLARANT or any PARCEL DEVELOPER, whether or not such holder would otherwise be considered an INSTITUTIONAL LENDER.

1.17. LOT means any platted lot within the SUBJECT PROPERTY, or any other parcel of land located within the SUBJECT PROPERTY which has been or is intended to be conveyed to an OWNER and which contains or is intended to contain one UNIT, and shall include any UNIT constructed upon the LOT.

1.18. OWNER means the record owner(s) of the fee title to any PROPERTY and/or UNIT. The term OWNER shall include a UNIT OWNER.

1.19. PARCEL means any group of LOTS or other portion of the SUBJECT PROPERTY which share one or more common roads and/or is developed as a separate residential community in which the OWNERS of the LOTS or property comprising the PARCEL have a common interest separate and distinct from the interest of all of the OWNERS, or which is designated as a PARCEL in this DECLARATION or any amendment or supplement. Each PARCEL may be subject to a separate PARCEL DECLARATION, and may, but is not required to, be operated by or subject to the jurisdiction of a PARCEL ASSOCIATION.

1.20. PARCEL AREAS means any property, whether improved or unimproved, or any easement or interest therein, now or hereafter owned by the COMMUNITY ASSOCIATION, other than the COMMON AREAS, which are owned and/or maintained by the COMMUNITY ASSOCIATION, and which are located within a PARCEL and primarily benefit the OWNERS of the LOTS and/or UNITS within the PARCEL, and which are declared to be PARCEL AREAS pursuant to this DECLARATION, or in any amendment or supplement, or in any deed or easement to the COMMUNITY ASSOCIATION.

1.21 PARCEL ASSESSMENT means an ASSESSMENT which is assessed against the OWNERS within one or more, but less than all of, the PARCELS.

1.22. PARCEL ASSOCIATION means a non-profit corporation, other than the COMMUNITY ASSOCIATION, which is formed to administer a PARCEL DECLARATION, and whose members consist of the OWNERS within the PARCEL affected by the PARCEL DECLARATION. For purposes of this DECLARATION, the PARCEL affected by any PARCEL DECLARATION shall be deemed to be operated by, and subject to the jurisdiction of, the respective PARCEL ASSOCIATION.

1.23. PARCEL DECLARATION means a supplement to this DECLARATION or a separate and distinct declaration of covenants and restrictions that affects one or more PARCELS and which contains provisions specially relating to such PARCELS, which may include provisions regarding PARCEL AREAS, PARCEL ASSESSMENTS and use and maintenance covenants and restrictions applicable to such PARCELS. A PARCEL DECLARATION may, but is not required to, establish a separate and distinct PARCEL ASSOCIATION to administer the PARCEL DECLARATION, or in the alternative a PARCEL DECLARATION may assign various duties and obligations to the COMMUNITY ASSOCIATION.

1.24. PARCEL DEVELOPER means a PERSON that executes a PARCEL DECLARATION, or the PERSON named as the PARCEL DEVELOPER in any PARCEL DECLARATION, or a PERSON which owns or contracts to purchase an entire PARCEL or all of the undeveloped LOTS or property within a PARCEL, or any PERSON who succeeds to all of the interests of the PARCEL DEVELOPER with respect to the applicable PARCEL other than a single LOT, or any PERSON who is assigned the rights of the PARCEL DEVELOPER with respect to the PARCEL pursuant to a written assignment executed by the then present PARCEL DEVELOPER and recorded in the Public Records of the County in which the SUBJECT PROPERTY is LOCATED. In any event, any subsequent PARCEL DEVELOPER shall not be liable for any actions or defaults of, or obligations incurred by, any prior PARCEL DEVELOPER, except as same may be expressly assumed by the subsequent PARCEL DEVELOPER.

1.25. PARCEL EXPENSE means a COMMON EXPENSE which is incurred in connection with the ownership, maintenance, repair, improvement, or operation of any PARCEL AREA or which is incurred exclusively for the benefit of one or more PARCELS pursuant to a PARCEL DECLARATION, the cost of which is to be assessed solely against the OWNERS within the PARCEL(S) benefitted by the expense.

1 .26. PERSON means an individual, corporation, partnership, trust or any other legal entity.

1.27. PLANNED UNIT means a UNIT which is planned to be constructed within any PROPERTY, but which is not yet constructed and/or for which the controlling governmental authority has not yet issued a certificate of occupancy. The number of PLANNED UNITS within any PROPERTY is (i) the total number of UNITS which may be constructed within the PROPERTY determined pursuant to a site plan approved by any controlling governmental authority or a recorded plat which subdivides the PROPERTY into LOTS (prior to the approval of any such site plan or the recording of any such plat, the number of UNITS shall be the number of UNITS that are planned by DECLARANT to be constructed within the PROPERTY), (ii) less the number of UNITS actually existing within the PROPERTY. Any PARCEL DEVELOPER may limit the number of PLANNED UNITS within the PARCEL DEVELOPER'S PROPERTY by executing an agreement setting forth the maximum number of UNITS which may be constructed within such PROPERTY, which shall be executed or joined in by the COMMUNITY ASSOCIATION and any mortgagee holding a mortgage encumbering the PROPERTY and shall be recorded in the public records of the county in which the PROPERTY is located, and in that event no more UNITS may be constructed within the PROPERTY without the written consent of the COMMUNITY ASSOCIATION.

1.28. PROPERTY means all or any portion of the SUBJECT PROPERTY. The term PROPERTY shall include all UNITS and IMPROVEMENTS located upon or within the PROPERTY.

1.29. SUBJECT PROPERTY means all of the property which is subject to this DECLARATION

from time to time, which as of the execution and recording of this DECLARATION is the property described in Exhibit "A" attached hereto, and includes any property that is hereafter added to this DECLARATION, and excludes any property that is hereafter withdrawn from this DECLARATION, by an amendment.

1.30. TOTAL PROPERTY means the property described in Exhibit "D" attached hereto, which includes the SUBJECT PROPERTY and property that may be added to the SUBJECT PROPERTY.

1.31. UNIT means a residential dwelling contained within the SUBJECT PROPERTY, for which the controlling governmental authority has issued a certificate of occupancy. Where any building contains more than one dwelling, each such dwelling shall be a UNIT. A UNIT may include, but is not limited to, a house, apartment, townhouse, patio home, cluster home, or residential condominium unit. The term UNIT shall include any PROPERTY or interest in PROPERTY owned in conjunction with the UNIT.

1.32. UNIT OWNER means the record holder(s) of the fee title to a UNIT.

2. COMMON AREAS, DUTIES AND OBLIGATIONS OF THE COMMUNITY ASSOCIATION.

2.1. Conveyance of COMMON AREAS to COMMUNITY ASSOCIATION.

2.1.1 By DECLARANT or a PARCEL DEVELOPER. DECLARANT shall have the right to convey title to any property owned by it, or any easement or interest therein, to the COMMUNITY ASSOCIATION as a COMMON AREA, and the COMMUNITY ASSOCIATION shall be required to accept such conveyance. DECLARANT or the PARCEL DEVELOPER of any PARCEL shall have the right to convey title to any property owned by them, or any easement or interest therein, to the COMMUNITY ASSOCIATION as a PARCEL AREA of such PARCEL, and the COMMUNITY ASSOCIATION shall be required to accept such conveyance. Any such conveyance shall be effective upon recording the deed or instrument of conveyance in the public records of the county where the SUBJECT PROPERTY is located. Notwithstanding the foregoing, neither DECLARANT nor any PARCEL DEVELOPER shall have the obligation to develop and/or convey any property to the COMMUNITY ASSOCIATION as a COMMON AREA, and if DECLARANT or any PARCEL DEVELOPER desires to convey any property to the COMMUNITY ASSOCIATION, the timing of the conveyance shall be in the sole discretion of DECLARANT or the PARCEL DEVELOPER

2.1.2. By Any Other PERSON. Any other PERSON may also convey title to any property owned by such PERSON, or any easement or interest therein, to the COMMUNITY ASSOCIATION as a COMMON AREA, but the COMMUNITY ASSOCIATION shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the COMMUNITY ASSOCIATION, unless the BOARD expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording a written acceptance of such conveyance in the public records of the county in which the SUBJECT PROPERTY is located.

2.2. Easements Over COMMON AREAS. The COMMON AREAS are subject to the following perpetual, non-exclusive easements, all of which shall run with the land and are hereby created.

2.2.1. Easements for Pedestrian and Vehicular Traffic. Easements in favor of the OWNERS and the residents of the SUBJECT PROPERTY, their mortgagees, and their guests and invitees, for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the COMMON AREAS and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portion of the COMMON AREAS as may from time to time be paved and intended for such purposes.

2.2.2. Use and Benefit. An easement in favor of the OWNERS, and their respective guests and invitees, the holders of any mortgage encumbering any PROPERTY from time to time, and any other persons authorized to use the COMMON AREAS or any portion thereof by DECLARANT or the COMMUNITY ASSOCIATION, for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to (i) the terms of this DECLARATION, (ii) the terms of any other easement, restriction, reservation or limitation of record affecting the COMMON AREA or contained in the deed or instrument conveying the COMMON AREA to the COMMUNITY ASSOCIATION, (iii) any rules and regulations adopted by the COMMUNITY ASSOCIATION, and (iv) the right of DECLARANT or of the COMMUNITY ASSOCIATION to grant easements and rights-of-way in connection with the development and maintenance of the SUBJECT PROPERTY. This easement shall be appurtenant to the title to every portion of the SUBJECT PROPERTY.

2.2.3. Service and Utility Easements. Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, mail carrier companies, and all other PERSONS providing services to or for the benefit of the SUBJECT PROPERTY, over and across all roads existing from time to time within the SUBJECT PROPERTY, and over, under, on and across the COMMON AREAS, as may be reasonably required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the SUBJECT PROPERTY, and as may be required for the installation, maintenance, repair and providing of utility services, equipment and fixtures in order to adequately serve the SUBJECT PROPERTY, including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, and television antenna and cable television facilities, and electronic monitoring.

2.3. Additional Easements and Modifications to Easements. DECLARANT (so long as it owns any portion of the TOTAL PROPERTY) and the COMMUNITY ASSOCIATION, on their behalf and on behalf of all OWNERS, each shall have the right to (i) grant and declare additional easements over, upon, under and/or across the COMMON AREAS in favor of DECLARANT or any person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements affecting the COMMON AREAS. Notwithstanding the foregoing, or any other provisions in this DECLARATION to the contrary, the easements created herein may not be substantially modified so as to unreasonably interfere with the proper and intended use of the SUBJECT PROPERTY.

2.4. Additions, Alterations or Improvements. The COMMUNITY ASSOCIATION shall have the right to make additions, alterations or improvements to the COMMON AREAS, and to purchase any personal property as it deems necessary or desirable from time to time, provided however that the approval of a 2/3 vote of the OWNERS shall be required for any addition, alteration or improvement, or any purchase of personal property, exceeding a sum equal to one month's total ASSESSMENTS for COMMON EXPENSES payable by all of the OWNERS, or if the cost of the foregoing shall in any fiscal year exceed in the aggregate a sum equal to 2 months' ASSESSMENTS for COMMON EXPENSES payable by all of the OWNERS. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of then existing COMMON AREAS, or any existing IMPROVEMENTs or personal property associated therewith. The cost and expense of any such additions, alterations or improvements to the COMMON AREAS, or the purchase of any personal property, shall be a COMMON EXPENSE. In addition, so long as DECLARANT owns any portion of the TOTAL PROPERTY, DECLARANT shall have the right to make any additions, alterations or improvements to the COMMON AREAS as may be desired by DECLARANT in its sole discretion from time to time, at DECLARANT's expense.

2.5. Damage or Destruction. In the event any IMPROVEMENT (other than landscaping) within any COMMON AREA is damaged or destroyed due to fire, flood, wind, or other casualty or reason, the COMMUNITY ASSOCIATION shall restore, repair, replace or rebuild (hereinafter collectively referred to as a "repair") the damaged IMPROVEMENT to the condition the IMPROVEMENT was in immediately prior to such damage or destruction, unless otherwise approved by a 2/3 vote of the BOARD. If any landscaping within any COMMON AREA or any other property maintained by the COMMUNITY ASSOCIATION is damaged or destroyed, the

COMMUNITY ASSOCIATION shall only be obligated to make such repairs to the landscaping as is determined by the BOARD in its discretion. Any excess cost of repairing any IMPROVEMENT over insurance proceeds payable on account of any damage or destruction shall be a COMMON EXPENSE, and the COMMUNITY ASSOCIATION shall have the right to make a special ASSESSMENT for any such expense.

2.6. Mortgage and Sale of COMMON AREAS. The COMMUNITY ASSOCIATION shall not encumber, sell or transfer any COMMON AREA owned by the COMMUNITY ASSOCIATION without the approval of a 2/3 vote of the OWNERS, excluding DECLARANT, provided, however, that the COMMUNITY ASSOCIATION may dedicate the fee title to any COMMON AREA, or any easement therein, to any governmental authority without the approval of the OWNERS. Notwithstanding the foregoing, if DECLARANT or any PARCEL DEVELOPER changes the development plan for a portion of the SUBJECT PROPERTY such that any portion of the COMMON AREAS previously conveyed to the COMMUNITY ASSOCIATION would be within any PROPERTY which is not intended to be a COMMON AREA, then the COMMUNITY ASSOCIATION shall have the right without the approval of the OWNERS to convey such portion of the COMMON AREAS to DECLARANT or any applicable PARCEL DEVELOPER; and in connection therewith, DECLARANT or the applicable PARCEL DEVELOPER shall convey to the COMMUNITY ASSOCIATION any property which will be a COMMON AREA pursuant to the new development plan. If ingress or egress to any PROPERTY is through any COMMON AREA, any conveyance or encumbrance of such COMMON AREA shall be subject to an appurtenant easement for ingress and egress in favor of the OWNER(S) of such PROPERTY, unless alternative ingress and egress is provided to the OWNER(S).

2.7. Special Provisions Regarding Recreational and Social Facilities. It is acknowledged DECLARANT plans to provide various recreational and social facilities as COMMON AREAS for the benefit of the residents of the SUBJECT PROPERTY, the timing, kind, value and nature of which shall be determined in DECLARANT's sole discretion, and DECLARANT reserves the right to increase or add to such facilities, or to expand the facilities, without the consent of the OWNERS or the COMMUNITY ASSOCIATION. Such facilities may be within or outside of the SUBJECT PROPERTY. Notwithstanding anything contained herein to the contrary, DECLARANT and/or the COMMUNITY ASSOCIATION shall have the following rights with respect to such facilities:

2.7.1. DECLARANT shall have the right to use any facility, or any portion thereof, for office or sales purposes, as may be desired by DECLARANT in its sole discretion, so long as DECLARANT owns any portion of the TOTAL PROPERTY.

2.7.2. The COMMUNITY ASSOCIATION shall have the right to impose a charge for the use of any of the recreational or social facilities, or any services offered therein, and shall have the right to permit the use of any portion thereof for private, charitable or promotional functions.

2.7.3. The COMMUNITY ASSOCIATION, shall have the right to lease or grant concessions or contract with others to provide programs or services within such facilities to the OWNERS and residents of the SUBJECT PROPERTY, and in connection therewith may permit persons residing outside of the SUBJECT PROPERTY to attend or use such programs or services.

2.7.4. DECLARANT so long as it owns any portion of the TOTAL PROPERTY, and the COMMUNITY ASSOCIATION, may permit persons residing outside of the SUBJECT PROPERTY to use the facilities within the COMMON AREAS upon such conditions, and for such fees payable to the COMMUNITY ASSOCIATION, as DECLARANT or the COMMUNITY ASSOCIATION may determine from time to time in their sole discretion. In addition, if the CLUB sells memberships to persons residing outside of the SUBJECT PROPERTY which permits such persons to use the golf course within the CLUB PROPERTY, such non-resident members of the CLUB shall be given the right to use the recreational and social facilities owned by the COMMUNITY ASSOCIATION for a fee established by the COMMUNITY ASSOCIATION of not greater than

75% of the ASSESSMENT for COMMON EXPENSES payable by the OWNERS, which fee shall be collected by the CLUB and paid to the COMMUNITY ASSOCIATION.

2.8. Gatehouses or Entry Gates. It is acknowledged that one or more gatehouses and/or entry gates may, but will not be required to be, constructed within the COMMON AREAS, which if provided may be manned, or which may contain a unmanned entry system. If provided, all costs associated with any gatehouse or entry gate will be a COMMON EXPENSE. So long as DECLARANT appoints a majority of the Directors of the COMMUNITY ASSOCIATION, if any gatehouse is to be manned, DECLARANT shall have the right to determine, in its sole discretion, whether, and during what hours the gatehouse will be manned. DECLARANT, and any builder constructing UNITS within the SUBJECT PROPERTY, their contractors and suppliers, and their respective agents and employees, shall be given access through any such gatehouse or entry gate, subject only to such controls and restrictions as are approved by DECLARANT. In any event, DECLARANT or the COMMUNITY ASSOCIATION shall not have any liability for any injury, damage, or loss, of any kind or nature whatsoever due to the fact that any gatehouse is not manned, or due to the failure of any person staffing the gatehouse or any mechanical or electrical entry system to prevent or detect a theft, burglary, or any unauthorized entry into the SUBJECT PROPERTY.

2.9. PARCEL AREAS. The following provisions shall apply with respect to any PARCEL AREA, notwithstanding other provisions in this DECLARATION to the contrary:

2.9.1. Use. Any PARCEL AREA that is a COMMON AREA shall be held by the COMMUNITY ASSOCIATION solely for the use and benefit of the owners and residents of the PARCELS who are intended to be benefitted by the PARCEL AREAS, and the respective guests and invitees.

2.9.2. PARCEL EXPENSES. Any expenses associated with any PARCEL AREAS are PARCEL EXPENSES, and shall only be assessed to the OWNERS of the applicable PARCELS which are entitled to use or which are benefitted by the PARCEL AREAS.

2.9.3. Approval of Action Concerning PARCEL AREAS. Where pursuant to this DECLARATION the OWNERS are given the right to approve any action concerning any COMMON AREAS, any such approval rights with respect to any PARCEL AREA shall only be approved by the required vote of the OWNERS of the applicable PARCELS served by the PARCEL AREA, and such action shall not be voted upon by any other OWNERS.

2.9.4. Common Irrigation System. The COMMUNITY ASSOCIATION shall maintain any common irrigation system serving any PARCEL as a PARCEL EXPENSE. The COMMUNITY ASSOCIATION shall also pay for any utility services used in connection with any common irrigation system as a PARCEL EXPENSE. The COMMUNITY ASSOCIATION, at its option, may transfer responsibility for any common irrigation system serving a particular PARCEL to the PARCEL ASSOCIATION. Notwithstanding the foregoing, each OWNER shall be responsible for the repair and replacement of the sprinkler heads on the OWNER's LOT, and each OWNER shall be responsible for any damage to any common sprinkler system caused by the OWNER or any resident of the OWNER's UNIT. No OWNER shall make any IMPROVEMENT to the OWNER's LOT which would affect the common sprinkler system serving the LOT without the written consent of the APPROVING PARTY, and each OWNER shall be responsible for any alterations, repairs, or replacements to the common irrigation system necessitated by the acts of the OWNER or any resident of the OWNER's LOT, or their contractors, guests or invitees.

2.10. Warranties. Any property conveyed to the COMMUNITY ASSOCIATION by DECLARANT or by any PARCEL DEVELOPER will be conveyed in a "where is, as is" condition, and any such property will be conveyed and/or any improvements to the COMMON AREAS made by DECLARANT or any PARCEL DEVELOPER without any warranty, including but not limited to any warranty of merchantability or of fitness for a

particular purpose, or the adequacy of the size or capacity in relation to the utilization or operation thereof. However, DECLARANT or any PARCEL DEVELOPER transferring any COMMON AREA to the COMMUNITY ASSOCIATION or making any improvement to the COMMON AREAS will assign to the COMMUNITY ASSOCIATION any warranties which they receive from contractors, manufacturers or suppliers.

3. COMMUNITY ASSOCIATION. In order to provide for the administration of the SUBJECT PROPERTY and this DECLARATION, the COMMUNITY ASSOCIATION has been organized under the Laws of the State of Florida.

3.1. Organization.

3.1.1. Articles of Incorporation. A copy of the ARTICLES is attached hereto as Exhibit "B". No amendment to the ARTICLES shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict amendments to the ARTICLES, except as specifically provided herein.

3.1.2. BYLAWS. A copy of the BYLAWS is attached hereto as Exhibit "C". No amendment to the BYLAWS shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict amendments to the BYLAWS, except as specifically provided herein.

3.1.3. Powers of the COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION shall have all the powers indicated or incidental to those contained in its ARTICLES and BYLAWS. In addition, the COMMUNITY ASSOCIATION shall have the power to enforce this DECLARATION and shall have all powers granted to it by this DECLARATION. By this DECLARATION, the SUBJECT PROPERTY is hereby submitted to the jurisdiction of the COMMUNITY ASSOCIATION.

3.1.4. Approval or Disapproval of Matters. Whenever the decision, consent or approval of the OWNERS is required upon any matter, whether or not the subject of a COMMUNITY ASSOCIATION meeting, such decision shall be made in accordance with the ARTICLES and BYLAWS, except as otherwise provided herein. Where any matter requires a vote of a specified share of the OWNERS, but does not specifically refer to "all of" the OWNERS, the matter requires only the approval of the specified share of the OWNERS actually voting on the matter, regardless of how many votes are actually cast. Where any matter requires a vote of a specified share of "all the" OWNERS, the matter requires a number of votes equal to at least the specified share of the total number of votes of all the OWNERS.

3.1.5. Acts of the COMMUNITY ASSOCIATION. Unless the approval or action of the OWNERS and/or a certain specific percentage of the BOARD is specifically required by this DECLARATION, the ARTICLES or BYLAWS, or by applicable law, all approvals or actions required or permitted to be given or taken by the COMMUNITY ASSOCIATION shall be given or taken by the BOARD, without the consent of the OWNERS, and the BOARD may so approve an act through the proper officers of the COMMUNITY ASSOCIATION without a specific resolution. When an approval or action of the COMMUNITY ASSOCIATION is permitted to be given or taken, such action or approval may be conditioned in any manner the COMMUNITY ASSOCIATION deems appropriate, or the COMMUNITY ASSOCIATION may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

3.1.6. Management and Service Contracts. The COMMUNITY ASSOCIATION shall have the right to contract for management or services on such terms and conditions as the BOARD deems desirable or reasonable in its sole discretion. Any such contract may be with the CLUB as regards the management of any or all of the COMMON AREAS.

3.1.7. Membership.

3.1.7.1. OWNERS. Each OWNER shall be a member of the COMMUNITY ASSOCIATION. Notwithstanding the foregoing, no governmental authority or utility company shall be deemed a member unless one or more UNITS actually exist upon the PROPERTY owned by such governmental authority or utility company, in which event the governmental authority or utility company will be a member only with respect to the PROPERTY owned in conjunction with such UNIT(S).

3.1.7.2. DECLARANT and PARCEL DEVELOPERS. DECLARANT and each PARCEL DEVELOPER shall be a member of the COMMUNITY ASSOCIATION so long as DECLARANT or the applicable PARCEL DEVELOPER owns any PROPERTY or any portion of the TOTAL PROPERTY.

3.1.8. Voting Rights. The votes of the members shall be established and exercised as provided in the ARTICLES and BYLAWS.

3.2. Duties and Obligations.

3.2.1. Maintenance of COMMON AREAS and other Property. The COMMUNITY ASSOCIATION shall maintain all COMMON AREAS and property owned by the COMMUNITY ASSOCIATION, and all IMPROVEMENTS thereon, in good condition at all times. If pursuant to any easement the COMMUNITY ASSOCIATION is to maintain any IMPROVEMENT within any property, then the COMMUNITY ASSOCIATION shall maintain such IMPROVEMENT in good condition at all times. The COMMUNITY ASSOCIATION shall have the right to assume the obligation to operate and/or maintain any walls or fences on or near the boundaries of the SUBJECT PROPERTY, and any pavement, landscaping, sprinkler systems, sidewalks, paths, signs, entrance features, or other IMPROVEMENTS, in or within 40 feet of any public or private road right-of-ways within or contiguous to the SUBJECT PROPERTY. In such event, where applicable the COMMUNITY ASSOCIATION shall so notify any OWNER or PARCEL ASSOCIATION otherwise responsible for such operation or maintenance, and thereafter such property shall be operated and/or maintained by the COMMUNITY ASSOCIATION and not by the OWNER or PARCEL ASSOCIATION, until the BOARD determines no longer to assume the obligation to operate and/or maintain such property and so notifies the appropriate OWNER or PARCEL ASSOCIATION in writing. To the extent the COMMUNITY ASSOCIATION assumes the obligation to operate and/or maintain any PROPERTY which is not owned by the COMMUNITY ASSOCIATION, the COMMUNITY ASSOCIATION shall have an easement and right to enter upon such PROPERTY in connection with the operation in or maintenance of same, and no such entry shall be deemed a trespass. Such assumption by the COMMUNITY ASSOCIATION of the obligation to operate and/or maintain any property which is not owned by the COMMUNITY ASSOCIATION, including property which is not part of the PROPERTY, may be evidenced by a supplement to this DECLARATION, or by a written document recorded in the public records of the county in which the SUBJECT PROPERTY is located, and may be made in connection with an agreement with any OWNER, PARCEL ASSOCIATION, DECLARANT, or any governmental authority otherwise responsible for such operation or maintenance, and pursuant to any such document the operation and/or maintenance of any property may be made a permanent obligation of the COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION may also enter into agreements with any other PERSON, or any governmental authority, to share in the maintenance responsibility of any property, including property lying outside of the boundaries of the PROPERTY, if the BOARD, in its sole and absolute discretion, determines this would be in the best interest of the PROPERTY and the OWNERS. Notwithstanding the foregoing, if any UNIT OWNER or any resident of any UNIT, or their guests or invitees, damages any COMMON AREA or any IMPROVEMENT thereon, the UNIT OWNER of such UNIT shall be liable to the COMMUNITY ASSOCIATION for the cost of repair or restoration to the extent otherwise provided by law and to the extent such damage is not covered by the COMMUNITY ASSOCIATION's insurance.

3.2.2. Surface Water Management System. It is acknowledged the surface water management and drainage system for the TOTAL PROPERTY is one integrated system, and accordingly shall be deemed a COMMON AREA, and an easement is hereby created over the entire TOTAL PROPERTY for surface water drainage and for the installation and maintenance of the surface water management and drainage system for the TOTAL PROPERTY, provided however that such easement shall be subject to improvements constructed within the TOTAL PROPERTY as permitted by controlling governmental authorities from time to time. The surface water management and drainage system of the TOTAL PROPERTY shall be developed, operated, and maintained in conformance with the requirements of, and any permits or approvals issued by the South Florida Water Management District and any other controlling governmental authority. Except as hereafter provided, the COMMUNITY ASSOCIATION shall maintain as a COMMON EXPENSE the entire surface water management and drainage system for the TOTAL PROPERTY, including but not limited to all lakes and canals, swale areas, retention areas, culverts, pipes, pumps, catch basins, and related appurtenances, and any littoral zones in any lakes or other waterway, regardless of whether or not same are natural or man-made within the TOTAL PROPERTY or are owned by the COMMUNITY ASSOCIATION. Such maintenance shall be performed in conformance with the requirements of any controlling governmental authority, and an easement for such maintenance is hereby created. The COMMUNITY ASSOCIATION will have the right, but not the obligation, to maintain any portion of the surface water management and drainage system for the TOTAL PROPERTY which is owned and/or maintained by any controlling governmental authority, or which is outside of the TOTAL PROPERTY. The TOTAL PROPERTY shall be required to accept surface water drainage from any other property pursuant to the requirements of any controlling governmental authority, and in connection therewith will have the right, but not the obligation, to maintain any portion of the surface water management system for such other property reasonably required in connection with the maintenance or operation of the surface water management system for the TOTAL PROPERTY. Notwithstanding anything contained herein to the contrary, the responsibilities of the COMMUNITY ASSOCIATION as regards any lakes and canals within the TOTAL PROPERTY which are owned by the CLUB shall be limited to such maintenance as is required to maintain same as a drainage structure, and the CLUB shall be responsible for the control of any weeds or other vegetation on or within any lakes and canals owned by it, including the spraying of same. The COMMUNITY ASSOCIATION and the CLUB may agree, from time to time, to share or assume certain maintenance obligations and responsibilities with regard to the surface water management system on the Total Property.

3.2.3. Mitigation Areas. The COMMUNITY ASSOCIATION shall be required to monitor and maintain various mitigation areas, whether same are located within or outside of the TOTAL PROPERTY, as required by any applicable permits for the TOTAL PROPERTY issued by any controlling governmental authorities. It is acknowledged that any such permits requiring the maintenance or monitoring of any mitigation areas may include property other than the TOTAL PROPERTY, but the owners of any such property outside of the TOTAL PROPERTY will not be required to contribute towards the cost of such monitoring or maintenance unless otherwise required by an amendment or supplement to this DECLARATION, or by other agreement or declaration executed by DECLARANT in its sole discretion.

3.2.4. Conservation Easements.

3.2.4.1. Pursuant to the requirements of the South Florida Water Management District ("SFWMD"), conservation easements have been and will be recorded against portions of the TOTAL PROPERTY, including but not limited to the Deed of Conservation Easement, recorded in Official Records Book 2957, Page 2218, of the Public Records of Lee County, Florida, as modified by the Confirmation of Legal Description, recorded in Official Records Book 2961, Page 592, of the Public Records of Lee County, Florida (the "CONSERVATION EASEMENTS"). The CONSERVATION EASEMENTS shall be the perpetual maintenance responsibility of the COMMUNITY ASSOCIATION, which shall maintain same in accordance with the requirements of SFWMD from time to time, including but not limited to, the requirements and restrictions contained in the SFWMD Permit for the TOTAL PROPERTY, and any modifications made thereto, and any monitoring plan contained therein. At the request of the COMMUNITY ASSOCIATION, DECLARANT shall provide the

COMMUNITY ASSOCIATION with a copy of the applicable SFWMD permit, and any amendments thereto; or the COMMUNITY ASSOCIATION can obtain same from SFWMD.

3.2.4.2. Pursuant to the CONSERVATION EASEMENTS, the property subject thereto (the "CONSERVATION AREAS") may in no way be altered from their natural/permitted state, as prescribed by SFWMD. Activities prohibited within the CONSERVATION AREAS include, but are not limited to the following (except to the extent permitted under the SFWMD permit): (i) construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground, (ii) dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials, (iii) removal or destruction of trees, shrubs, or other vegetation, with the exception of exotic or nuisance vegetation removal or restoration in accordance with any restoration plan included in the SFWMD Permit referred to above (exotic vegetation may include Melaleuca, Brazilian Pepper, Australian Pine and Japanese Climbing Fern, and nuisance vegetation may include Cattails, Primrose Willow and Grapevine), (iv) excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface, (v) surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition, and (vi) activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, including but not limited to diking and fencing.

3.2.4.3. All respective OWNERS are hereby notified that their PROPERTY, LOTS and/or UNITS may contain or be adjacent to wetland preservation or mitigation areas and upland buffers which are protected under the CONSERVATION EASEMENTS.

3.2.4.4. The COMMUNITY ASSOCIATION shall take action against any OWNER as necessary to enforce the conditions of the CONSERVATION EASEMENTS and any conditions contained in the SFWMD Permit referred to above.

3.2.4.5. The COMMUNITY ASSOCIATION and all prospective OWNERS are hereby informed that they are responsible for the perpetual maintenance of signage required by the SFWMD Permit.

3.2.4.6. All OWNERS are hereby notified that the COMMUNITY ASSOCIATION will be responsible for mitigation/monitoring and/or financial assurances as provided by the CONSERVATION EASEMENTS and/or the SFWMD Permit.

3.2.5. Compliance with Permits and Approvals. It is acknowledged that in connection with the development of the TOTAL PROPERTY various permits and approvals will be issued by various governmental and quasi-governmental authorities. If any permit or approval provides for continuing maintenance, monitoring, or other obligations, relating to the COMMON AREAS or any other portions of the TOTAL PROPERTY, the COMMUNITY ASSOCIATION shall be responsible for same, and shall also be required to comply with any other governmental requirements relating to the COMMON AREAS. DECLARANT shall have the right to assign to the COMMUNITY ASSOCIATION the obligation to comply with any permit or approval relating to the TOTAL PROPERTY which provides for or contemplates continuing maintenance, monitoring, or other obligations, and any such assignment shall be binding on the COMMUNITY ASSOCIATION, but regardless of any such assignment the COMMUNITY ASSOCIATION shall be obligated to comply with any such continuing maintenance, monitoring, or other obligations, unless any such obligations are assigned by DECLARANT to any other PERSON. Notwithstanding anything contained herein to the contrary, if any OWNER shall violate any permit or approval, which violation results in the COMMUNITY ASSOCIATION incurring any expense or liability, such OWNER shall be liable for any and all expenses incurred by the COMMUNITY ASSOCIATION in connection therewith.

3.2.6. Entry Roads. The COMMUNITY ASSOCIATION shall have the right to maintain landscaping along any road providing access to the SUBJECT PROPERTY, where the COMMUNITY ASSOCIATION determines such maintenance would be in the best interest of the OWNERS.

3.2.7. Entry Features. The COMMUNITY ASSOCIATION shall maintain all entry features installed for the benefit of the SUBJECT PROPERTY or any PARCEL, whether within or outside of the SUBJECT PROPERTY, as a COMMON EXPENSE.

3.2.8. Jogging Path. DECLARANT and/or the COMMUNITY ASSOCIATION shall have the right to construct a jogging path and fitness course through portions of the COMMON AREAS, and through other portions of the SUBJECT PROPERTY, and an easement for such purpose over and upon the SUBJECT PROPERTY is hereby created. Any such jogging path and/or fitness course shall be maintained by the COMMUNITY ASSOCIATION as a COMMON EXPENSE.

3.2.9. Streets, Roads, and Sidewalks. The COMMUNITY ASSOCIATION shall be responsible for maintaining and repairing all streets, roads and common sidewalks (but not any driveway, sidewalk or walkway exclusively serving only one LOT and not any common sidewalk along or immediately outside the boundary of a LOT, all of which shall be the responsibility of the OWNER of the LOT) within the SUBJECT PROPERTY, and all costs of maintaining, repairing and operating any street lighting associated therewith, as a COMMON EXPENSE. Notwithstanding the foregoing, where any PARCEL consists of any UNITS which are condominium units, or consists of UNITS which are attached to one or more other UNITS by a common wall, including townhomes, all paved areas within such PARCEL shall be deemed driveways and not roads, and shall be maintained by the COMMUNITY ASSOCIATION as PARCEL AREAS, or by a separate PARCEL ASSOCIATION.

3.2.10. Insurance. The COMMUNITY ASSOCIATION shall purchase insurance as a COMMON EXPENSE, as follows:

3.2.10.1. Hazard Insurance protecting against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard all-risk endorsement, covering 100% of the current replacement cost of all COMMON AREAS and any IMPROVEMENTS thereon, and all other property owned by the COMMUNITY ASSOCIATION, excluding land foundations, excavations and other items normally excluded from insurance coverage, or such reduced coverage as is approved by the BOARD. The COMMUNITY ASSOCIATION shall not use hazard insurance proceeds for any purpose other than repair, replacement or reconstruction of any damaged or destroyed property, until such repair, replacement or reconstruction is completed, without the approval of a 2/3 vote of the OWNERS.

3.2.10.2. Comprehensive General Liability Insurance protecting the COMMUNITY ASSOCIATION from claims for bodily injury, death or property damage providing for coverage of at least $1,000,000 for any single occurrence. Notwithstanding the foregoing, if the BOARD determines that it is impossible or unduly expensive to obtain $1,000,000 of general liability insurance, then the BOARD may upon a unanimous vote of the directors obtain a lower amount of general liability insurance.

3.2.10.3. Blanket Fidelity Bonds for anyone who handles or is responsible for funds held or administered by the COMMUNITY ASSOCIATION, covering the maximum funds that will be in the custody or control of the COMMUNITY ASSOCIATION or any managing agent, which coverage shall be at least the sum of three (3) months assessments on all units plus reserve funds.

3.2.10.4. Such other insurance as may be desired by the COMMUNITY ASSOCIATION, such as flood insurance, directors and officers liability insurance, errors and omissions insurance, workman's compensation insurance, or any other insurance.

3.2.10.5. All insurance purchased by the COMMUNITY ASSOCIATION must include a provision requiring at least ten (10) days written notice to the COMMUNITY ASSOCIATION before the insurance can be canceled or the coverage reduced for any reason.

3.2.10.6. Any deductible or exclusion under the policies shall be a COMMON EXPENSE and shall not exceed $2,500 or such other sum as is approved by a majority of the BOARD.

3.2.10.7. Upon request, each INSTITUTIONAL LENDER shall have the right to receive a copy or certificate of the insurance purchased by the COMMUNITY ASSOCIATION, and shall have the right to require at least ten (10) days written notice to the INSTITUTIONAL LENDER before any insurance can be canceled or the coverage reduced for any reason. Each INSTITUTIONAL LENDER shall have the right upon notice to the COMMUNITY ASSOCIATION to review and approve, which approval shall not be unreasonably withheld, the form, content, issuer, coverage and deductibles of all insurance purchased by the COMMUNITY ASSOCIATION, and to require the COMMUNITY ASSOCIATION to purchase insurance complying with the reasonable and customary requirements of the INSTITUTIONAL LENDER. In the event of a conflict between the INSTITUTIONAL LENDERS, the requirements of the INSTITUTIONAL LENDER holding mortgages encumbering UNITS which secure the largest aggregate indebtedness shall control.

3.2.11 Lawn, Irrigation and Pool Maintenance. The COMMUNITY ASSOCIATION shall have the right, at its option, to implement lawn mowing service, lawn maintenance service, irrigation maintenance service or pool maintenance service for part or all of the PROPERTY, the cost of which shall be included as part of the ASSESSMENT of each OWNER receiving the service or services. If the service or services are provided to a PARCEL, the cost of the service or services shall be included as part of the PARCEL ASSESSMENT.

3.3. Default. Any OWNER or INSTITUTIONAL LENDER may pay for any utilities, taxes or assessments, or insurance premiums which are not paid by the COMMUNITY ASSOCIATION when due, or may secure new insurance upon the lapse of an insurance policy, and shall be owed immediate reimbursement therefor from the COMMUNITY ASSOCIATION, plus interest and any costs of collection, including attorneys' fees.

4. ASSESSMENTS FOR COMMON EXPENSES.

4.1. Responsibility. Each OWNER shall be responsible for the payment of ASSESSMENTS for COMMON EXPENSES, and where applicable for the payment of PARCEL ASSESSMENTS, to the COMMUNITY ASSOCIATION as hereinafter provided. In addition, unless waived by the COMMUNITY ASSOCIATION, the CLUB shall be responsible for the payment of ASSESSMENTS for COMMON EXPENSES as provided in Paragraph 8.6 below.

4.2. Determination of ASSESSMENTS for COMMON EXPENSES. Not less than 45 days prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year, which shall estimate all of the COMMON EXPENSES to be incurred during the fiscal year. In determining the budgets for any fiscal year, the BOARD may take into account COMMON AREAS and UNITS anticipated to be added during the fiscal year. The COMMUNITY ASSOCIATION shall then establish the ASSESSMENT for COMMON EXPENSES pursuant to the budget, and shall then promptly notify all OWNERS, in writing, of the amount, frequency, and due dates of the ASSESSMENTS for COMMON EXPENSES. From time to time during the fiscal year, the BOARD may modify the budget of the COMMUNITY ASSOCIATION for the fiscal year, and pursuant to the revised budget or otherwise the BOARD may, upon written notice to the OWNERS, change the amount, frequency and/or due dates of the ASSESSMENTS for COMMON EXPENSES.

4.3. ASSESSMENT VALUE. For purposes of establishing ASSESSMENTS for COMMON EXPENSES, "ASSESSMENT VALUES" shall be established, as follows:

4.3.1. As to any PROPERTY not designated or planned as a multi-unit or condominium building consisting of 4 or more stories, each PLANNED UNIT within such PROPERTY shall have an ASSESSMENT VALUE of 0.25. Any such PLANNED UNIT shall have an ASSESSMENT VALUE of 1.00 upon the earlier to occur of (i) 1 year after the PROPERTY containing such PLANNED UNIT is conveyed by

DECLARANT, or (ii) when the PLANNED UNIT is constructed and a certificate of occupancy is issued for the newly constructed UNIT.

4.3.2. As to any PROPERTY designated or planned as a multi-unit or condominium building consisting of 4 or more stories, each PLANNED UNIT within such PROPERTY shall have a value of 0.05. Each newly constructed UNIT within such PROPERTY shall have a ASSESSMENT VALUE of 1 .0 upon the first to occur of (i) one year after the issuance of certificate of occupancy for the applicable UNIT or (ii) the first conveyance of the UNIT by the developer of a condominium within such PROPERTY, or (iii) the first occupancy of the UNIT for residential purposes.

4.3.3. Notwithstanding the foregoing, if any OWNER or purchaser of a PLANNED UNIT elects to commence membership in the CLUB or to use the CLUB's or the COMMUNITY ASSOCIATION'S recreational facilities prior to the completion of the UNIT within the PROPERTY containing the PLANNED UNIT, thereafter such OWNER or purchaser will be required to pay an ASSESSMENT for COMMON EXPENSES for the PLANNED UNIT based upon an ASSESSMENT VALUE of 1.00. The foregoing notwithstanding, the activation of a single membership by a PARCEL DEVELOPER shall not be considered an activation of membership for all UNITS within a PARCEL.

4.4. Amount of ASSESSMENTS. The amount of each OWNER's ASSESSMENT for COMMON EXPENSES will be determined from time to time by multiplying the total amount to be assessed by a fraction, the numerator of which will be the total ASSESSMENT VALUES assigned to the OWNER's PROPERTY, and the denominator of which will be the total ASSESSMENT VALUE assigned to all of the SUBJECT PROPERTY.

4.5. Special Assessments. If the expenditure of funds is required by the COMMUNITY ASSOCIATION in addition to funds produced by the regular ASSESSMENTS for COMMON EXPENSES, the BOARD may make special ASSESSMENTS for COMMON EXPENSES, which may include ASSESSMENTS to provide funds to pay for an existing or proposed deficit of the COMMUNITY ASSOCIATION, or for any additions, alterations, or improvements to any COMMON AREA, or for any other purpose. Where any such funds are only required for any PARCEL EXPENSES, the special ASSESSMENTS shall only be made against the applicable PARCEL(S) as special PARCEL ASSESSMENTS. Special ASSESSMENTS for COMMON EXPENSES shall be levied in the same manner as hereinbefore provided for regular ASSESSMENTS for COMMON EXPENSES and shall be payable in one lump sum or as otherwise determined by the BOARD in its sole discretion and as stated in the notice of any special ASSESSMENT for COMMON EXPENSES.

4.6. Changes in Assessments. In the event any ASSESSMENTS for COMMON EXPENSES are made payable in equal periodic payments, as provided in the notice from the COMMUNITY ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (i) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount, or (ii) the COMMUNITY ASSOCIATION notifies the OWNER in writing of a change in the amount and/or frequency of the periodic payments. In no event shall any ASSESSMENT for COMMON EXPENSES payable by any OWNER be due less than ten (10) days from the date of the notification of such ASSESSMENT for COMMON EXPENSES.

4.7. Payment of ASSESSMENTS for COMMON EXPENSES. Except as hereafter provided, on or before the date each ASSESSMENT for COMMON EXPENSES is due, each OWNER shall be required to and shall pay to the COMMUNITY ASSOCIATION any ASSESSMENTS for COMMON EXPENSES for the UNITS and PLANNED UNITS within the PROPERTY then owned by such OWNER.

4.8. Special Provisions for PARCEL ASSESSMENTS. If the COMMUNITY ASSOCIATION incurs any PARCEL EXPENSES for any PARCEL, the COMMUNITY ASSOCIATION shall adopt a budget for such PARCEL, shall establish a per-UNIT PARCEL ASSESSMENT pursuant to the budget, and shall collect PARCEL

ASSESSMENTS from the OWNERS within the PARCEL. All of the provisions of this DECLARATION relating to the establishment of the budget for COMMON EXPENSES and the establishment and collection of ASSESSMENTS for COMMON EXPENSES shall apply to the budget and PARCEL ASSESSMENTS for the PARCEL, except as follows or as otherwise provided in any amendment or supplement to this DECLARATION.

4.9. ASSESSMENTS on Non-Uniform Basis. Notwithstanding anything contained herein to the contrary, pursuant to any amendment or supplement to this DECLARATION made or approved by DECLARANT so long as DECLARANT owns any portion of the TOTAL PROPERTY, any portion of the SUBJECT PROPERTY may be (i) only liable for a share of certain specified COMMON EXPENSES, or (ii) assessed on a different basis than the other SUBJECT PROPERTY, and in such event the OWNER of such PROPERTY shall only be liable for ASSESSMENTS for COMMON EXPENSES in accordance with the provisions of such amendment or supplement.

4.10. DECLARANT'S and PARCEL DEVELOPER'S LIABILITY FOR ASSESSMENTS.

4.10.1. Notwithstanding the foregoing, until the expiration of the EXEMPTION PERIOD, DECLARANT shall not be liable for ASSESSMENTS for COMMON EXPENSES for any UNITS or PLANNED UNITS within the PROPERTY owned by DECLARANT.

4.10.2. During the EXEMPTION PERIOD, DECLARANT shall be responsible for all COMMON EXPENSES actually incurred by the COMMUNITY ASSOCIATION in excess of the ASSESSMENTS for COMMON EXPENSES and any other income receivable by the COMMUNITY ASSOCIATION from the OWNERS (the "DEFICIT"), except as hereafter provided.

4.10.3. During the EXEMPTION PERIOD, the ASSESSMENTS for COMMON EXPENSES shall be established by DECLARANT, as no more than 133% of DECLARANT's good faith estimate of what the ASSESSMENT will be when the development of the SUBJECT PROPERTY as contemplated by DECLARANT is complete, assuming all COMMON AREAS anticipated to be completed at that point are completed and available for use and that the COMMUNITY ASSOCIATION has assumed all duties and responsibilities anticipated to be delegated to it, and assuming all PLANNED UNITS are completed and assessed as such. The ASSESSMENTS so determined may be changed from time to time by DECLARANT, as applicable, based upon changes in such estimate.

4.10.4. Notwithstanding the foregoing, in the event during the EXEMPTION PERIOD the COMMUNITY ASSOCIATION incurs any expense not ordinarily anticipated in the day-to-day management and operation of the SUBJECT PROPERTY, including but not limited to expenses incurred in connection with lawsuits against the COMMUNITY ASSOCIATION, or incurred in connection with damage to property, or injury or death to any person, which are not covered by insurance proceeds, the liability of DECLARANT for such COMMON EXPENSES shall not exceed the amount that it would be required to pay if it was liable for ASSESSMENTS for COMMON EXPENSES as any other OWNER, and any excess amounts payable by the COMMUNITY ASSOCIATION shall be assessed to the other OWNERS.

4.10.5. After the EXEMPTION PERIOD DECLARANT will only be liable for ASSESSMENTS for COMMON EXPENSES on the same basis as any other OWNER, and will not be obligated to pay any further monies to the COMMUNITY ASSOCIATION, including but not limited to any deficits, provided, however, that DECLARANT may, without prejudice to their right to discontinue payments thereafter, voluntarily pay any deficits of the COMMUNITY ASSOCIATION.

4.10.6. In any event, during the EXEMPTION PERIOD the COMMUNITY ASSOCIATION will not be required to fund the portion of any reserve account reflected in the budget which is attributable to any UNITS owned by DECLARANT or any PLANNED UNITS.

4.10.7. The foregoing provisions shall likewise apply with respect to any PARCEL EXPENSES for any PARCEL, as to the PARCEL DEVELOPER of the PARCEL. Furthermore, any obligation of a PARCEL DEVELOPER to fund any PARCEL ASSESSMENTS or any deficits in any PARCEL EXPENSES may be established pursuant to any PARCEL DECLARATION, and in that event the PARCEL DECLARATION shall control over any conflict with the provisions of this Paragraph. In addition, DECLARANT shall not be liable for any PARCEL ASSESSMENTS or PARCEL EXPENSES relating to any PARCEL except to the extent DECLARANT is the PARCEL DEVELOPER of the PARCEL or an OWNER within the PARCEL.

4.11. Exclusion for Expenses Relating to Completed UNITS. Notwithstanding anything contained herein to the contrary, in the event the COMMUNITY ASSOCIATION incurs any COMMON EXPENSE or PARCEL EXPENSE, which by its nature is applicable only to a completed UNIT, such expense shall only be assessed to and payable by the OWNERS of completed UNITS, and shall not be included within any ASSESSMENTS payable by DECLARANT or any PARCEL DEVELOPER or any OWNER of any PLANNED UNITS. Such expenses include, for example, expenses for bulk cable television or home monitoring service, or expenses relating to the maintenance of landscaping upon any LOT or the maintenance of any exterior walls or roofs of a UNIT, which may be incurred pursuant to this DECLARATION or any PARCEL DECLARATION.

4.12. PARCEL ASSOCIATION. If any PARCEL is subject to the jurisdiction of a separate PARCEL ASSOCIATION, then at the request of the PARCEL ASSOCIATION the COMMUNITY ASSOCIATION may agree to include in the ASSESSMENTS against the OWNERS within the PARCEL any assessments that may be imposed by the PARCEL ASSOCIATION, and remit such funds to the PARCEL ASSOCIATION as same are collected. Furthermore, at the request of the COMMUNITY ASSOCIATION, the PARCEL ASSOCIATION shall collect all ASSESSMENTS assessed by the COMMUNITY ASSOCIATION against the OWNERS within the PARCEL and remit the ASSESSMENTS to the COMMUNITY ASSOCIATION on or before the date when same are due.

4.13. WORKING CAPITAL CONTRIBUTION. In addition to ASSESSMENTS for COMMON EXPENSES, upon the conveyance of any LOT or UNIT, the new OWNER of the LOT or UNIT shall pay to the COMMUNITY ASSOCIATION a contribution to a working capital fund of the COMMUNITY ASSOCIATION. The capital contribution shall be equal to 2 months ASSESSMENT for COMMON EXPENSES, plus, where applicable, an amount equal to 2 months PARCEL ASSESSMENTS. The working capital fund shall be used by the COMMUNITY ASSOCIATION for start-up expenses or otherwise as the COMMUNITY ASSOCIATION shall determine from time to time, and specifically may be used for the payment of COMMON EXPENSES, and such fund need not be restricted or accumulated. Notwithstanding the foregoing, any builder acquiring any LOT or PROPERTY which does not contain a UNIT, for the purpose of building one or more new dwellings thereon and selling same in the ordinary course of the builder's business and not for the builder's own residence, shall not be required to pay such capital contribution with respect to any dwelling constructed upon such LOT or PROPERTY unless and until any such dwelling is occupied.

4.14. Enforcement. If any OWNER fails to pay any ASSESSMENT for COMMON EXPENSES or any PARCEL ASSESSMENT when due, the COMMUNITY ASSOCIATION shall have the rights set forth in Paragraph 7.1.

5. ARCHITECTURAL CONTROL FOR IMPROVEMENTS.

5.1. Purpose. The APPROVING PARTY shall have the right to exercise architectural control over all IMPROVEMENTS, in order to assist in making the entire SUBJECT PROPERTY a community of high standards and aesthetic beauty. Such architectural control may include all architectural aspects of any IMPROVEMENT including, but not limited to, size, height, site planning, set-back exterior design, materials, colors, open space, landscaping, waterscaping, and aesthetic criteria.

5.2. OWNER or PARCEL ASSOCIATION to Obtain Approval. No OWNER or PARCEL ASSOCIATION shall make any IMPROVEMENT, and no OWNER or PARCEL ASSOCIATION shall apply for any governmental approval or building or other permit for any IMPROVEMENT, unless the OWNER or PARCEL ASSOCIATION first obtains the written approval of the IMPROVEMENT from the APPROVING PARTY.

5.3. Request for Approval. Any request for approval by the APPROVING PARTY of any IMPROVEMENT shall be in writing and shall be accompanied by plans and specifications or other details as the APPROVING PARTY may deem reasonably necessary in connection with its determination as to whether or not it will approve same. The plans and specifications submitted for approval shall show the nature, kind, shape, height, materials, color, and location of all proposed IMPROVEMENTS. If the APPROVING PARTY deems the plans and specifications deficient, the APPROVING PARTY may require such further detail in the plans and specifications as the APPROVING PARTY deems necessary in connection with its approval of same, including, without limitation, floor plans, site plans, drainage plans, elevation drawings, and descriptions or samples of exterior materials and colors, and until receipt of the foregoing, the APPROVING PARTY may postpone review of any plans submitted for approval. The APPROVING PARTY shall have the right to charge a fee or fees to any OWNER or PARCEL ASSOCIATION requesting architectural approval, including where applicable the fee of any architect or engineer hired by the APPROVING PARTY to review any plans or specifications, provided that the APPROVING PARTY shall not be required to use the services of any architect or engineer in connection with its exercise of architectural approval. The APPROVING PARTY shall not be obligated to review or approve any plans and specifications until such fee is paid.

5.4. Approval. The APPROVING PARTY shall notify the OWNER or PARCEL ASSOCIATION of its approval or disapproval, or that the APPROVING PARTY requires additions to the plans and specifications or other materials, by written notice within 30 days after request for such approval is made in writing to the APPROVING PARTY, and all documents, plans and specifications, and other materials required by the APPROVING PARTY in connection with such approval have been submitted to and received by the APPROVING PARTY. In the event the APPROVING PARTY fails to disapprove any request within such 30 day period, the request shall be deemed disapproved. The OWNER or PARCEL ASSOCIATION may thereafter resubmit the plans and specifications or other materials to APPROVING PARTY by certified U.S. Mail. If APPROVING PARTY has not responded within fourteen (14) days after delivery of said materials, upon request, the APPROVING PARTY shall give written notice of such approval, provided the party requesting such approval pays any fee charged by the APPROVING PARTY in connection with the approval. In consenting to any proposed IMPROVEMENT, the APPROVING PARTY may condition such consent upon changes being made and any such approval shall be deemed a disapproval unless and until the party requesting the approval agrees to the changes. If the APPROVING PARTY approves, or is deemed to have approved, any IMPROVEMENT, the OWNER or PARCEL ASSOCIATION requesting approval may proceed to make the IMPROVEMENT in strict conformance with the plans and specifications approved or deemed to have been approved, subject to any conditions of the APPROVING PARTY's approval, and shall not make any material changes without the approval of the APPROVING PARTY. If the APPROVING PARTY approves any IMPROVEMENT, same shall not require the APPROVING PARTY, or any subsequent APPROVING PARTY to approve any similar IMPROVEMENT in the future, and the APPROVING PARTY shall have the right in the future to withhold approval of similar IMPROVEMENTS requested by any other OWNER or PARCEL ASSOCIATION.

5.5. Architectural Guidelines and Criteria. The APPROVING PARTY may adopt and modify from time to time, in its discretion, minimum guidelines, criteria and/or standards which will be used by it in connection with its exercise of architectural control, provided however that same shall not apply to any previously existing or approved IMPROVEMENT. The foregoing may include, but are not limited to, minimum square footage, maximum height, minimum set-back, and minimum landscaping requirements.

5.6. Inspections. Upon the completion of any IMPROVEMENT, the applicable OWNER or PARCEL ASSOCIATION shall give written notice of the completion to the APPROVING PARTY. Within 5 business days

thereafter, the APPROVING PARTY shall have the right (but not the obligation) to inspect the IMPROVEMENT and notify the OWNER or PARCEL ASSOCIATION in writing that the IMPROVEMENT is accepted, or that the IMPROVEMENT is deficient because it was not completed in conformance with the approved plans and specifications or in a manner otherwise acceptable to the APPROVING PARTY, specifying the particulars of such deficiencies. Within 30 days thereafter the OWNER or PARCEL ASSOCIATION shall correct the deficiencies set forth in the notice, and upon completion of the work the APPROVING PARTY shall again be given a notice of the completion, and the provisions of this paragraph shall again become operative. If the APPROVING PARTY fails to notify the OWNER or PARCEL ASSOCIATION of any deficiencies within 15 business days after receipt of a notice of completion, the IMPROVEMENT shall be deemed to have been accepted by the APPROVING PARTY.

5.7. Remedy for Violations. In the event this section is violated in that any IMPROVEMENT is made without first obtaining the approval of the APPROVING PARTY, or is not made in strict conformance with any approval given or deemed given by the APPROVING PARTY, the APPROVING PARTY shall specifically have the right to injunctive relief, without the necessity of posting a bond or security therefor, to require the applicable OWNER or PARCEL ASSOCIATION to stop, remove and/or alter any IMPROVEMENT in a manner which complies with the requirements of the APPROVING PARTY, or the APPROVING PARTY may pursue any other remedy available to it. If DECLARANT is the APPROVING PARTY, then in connection with the enforcement of this section, DECLARANT shall have all of the rights of enforcement granted to the COMMUNITY ASSOCIATION pursuant to this DECLARATION, including but not limited to the right to impose fines, and to assess and lien for costs and expenses incurred in enforcing this section, except that any fines shall be paid to the COMMUNITY ASSOCIATION. In connection with the enforcement of this section, the APPROVING PARTY shall have the right to enter onto any PROPERTY and make any inspection necessary to determine that the provisions of this paragraph have been complied with. The failure of the APPROVING PARTY to object to any IMPROVEMENT prior to the completion of the IMPROVEMENT shall not constitute a waiver of the APPROVING PARTY's right to enforce the provisions of this section. The foregoing shall be in addition to any other remedy set forth herein for violations of this DECLARATION. Notwithstanding anything contained within this DECLARATION to the contrary, the APPROVING PARTY shall have the exclusive authority to determine the existence of any violation or default under this Paragraph 5, provided, however, upon determination that a violation or default exists, the APPROVING PARTY or the COMMUNITY ASSOCIATION may enforce the provisions of this Paragraph 5.

5.8. No Liability. Notwithstanding anything contained herein to the contrary, the APPROVING PARTY shall merely have the right, but not the duty, to exercise architectural control, and shall not be liable to any OWNER or PARCEL ASSOCIATION due to the exercise or non-exercise of such control, or the approval or disapproval of any IMPROVEMENT. Furthermore, the approval of any plans or specifications or any IMPROVEMENT shall not be deemed to be a determination or warranty that such plans or specifications or IMPROVEMENT are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the APPROVING PARTY, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the APPROVING PARTY shall not be liable for any defect or deficiency in such plans or specifications or IMPROVEMENT, or any injury resulting therefrom.

5.9. Compliance with Governmental Requirements. In addition to the foregoing requirements, any IMPROVEMENT made by any OWNER or PARCEL ASSOCIATION must be in compliance with the requirements of all controlling governmental authorities, and the OWNER or PARCEL ASSOCIATION shall be required to obtain an appropriate building permit from the applicable governmental authority when required by controlling governmental requirements. Any consent or approval by the APPROVING PARTY to any IMPROVEMENT may be made conditioned upon the OWNER or PARCEL ASSOCIATION obtaining a building permit for same, or providing the APPROVING PARTY written evidence from the controlling governmental authority that such permit will not be required, and in that event the OWNER or PARCEL ASSOCIATION shall not proceed with any IMPROVEMENT until such building permit or evidence that a building permit is not required is obtained and submitted to the APPROVING PARTY.

5.10. Construction by Licensed Contractor. If a building permit is required for any IMPROVEMENT made by any OWNER or PARCEL ASSOCIATION, then the IMPROVEMENT must be installed or constructed by a licensed Florida contractor unless otherwise approved by the APPROVING PARTY, and in any event must be constructed in a good and workmanlike manner.

5.11. Certificate. Within 10 days after the request of any OWNER or PARCEL ASSOCIATION, the APPROVING PARTY shall issue without charge a written certification in recordable form as to whether or not the IMPROVEMENTS located upon the OWNER's LOT or within the property operated by the PARCEL ASSOCIATION comply with the provisions of the Architectural Guidelines and Criteria as described in Paragraph 5.5 above.

5.12. Effect of PARCEL ASSOCIATION. If a PARCEL ASSOCIATION is also granted the right to exercise architectural or similar control pursuant to a recorded declaration with respect to any PROPERTY, then any OWNER seeking architectural approval from the APPROVING PARTY shall first be required to obtain such approval in writing from the PARCEL ASSOCIATION; however, no approval given by any PARCEL ASSOCIATION shall be binding upon the APPROVING PARTY.

5.13. Approval by PARCEL DEVELOPER. So long as a PARCEL DEVELOPER of any PARCEL owns any PROPERTY within the PARCEL, the PARCEL DEVELOPER shall also have the right to approve any IMPROVEMENT pursuant to the provisions of this Paragraph 5, and the APPROVING PARTY shall not approve any IMPROVEMENT until such PARCEL DEVELOPER has approved same in writing.

5.14. Committee. Notwithstanding anything contained herein to the contrary, the APPROVING PARTY may assign any right to exercise architectural control or approve any other matter which may be approved by the APPROVING PARTY to a committee or committees. Separate committees may be established for each PARCEL, and the committee for any PARCEL may be assigned the right to exercise architectural control or approve any other matters which may be approved by the APPROVING PARTY and which relate to the PARCEL. Such assignment to a PARCEL committee may provide that after the PARCEL committee has approved any matter, such matter must be further approved by the APPROVING PARTY or a master committee.

6. USE RESTRICTIONS AND MAINTENANCE REQUIREMENTS.

6.1. Air Conditioning Units. Only central air conditioning units are permitted without the prior written consent of the APPROVING PARTY.

6.2. Automobiles, Vehicles and Boats. Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, pick-up trucks of a type customarily used as private passenger vehicles, and other vehicles manufactured and commonly used as private passenger vehicles, may be parked within the SUBJECT PROPERTY overnight without the prior written consent of the APPROVING PARTY, unless kept within an enclosed garage. In particular and without limitation, without the prior written consent of the APPROVING PARTY, no vehicle containing commercial lettering, signs or equipment, and no truck, recreational vehicle, camper, trailer, or vehicle other than a private passenger vehicle as specified above, and no boat, may be parked or stored outside of a UNIT overnight. No overnight parking is permitted on any streets, lawns, or areas other than driveways and garages, without the consent of the APPROVING PARTY. Notwithstanding the foregoing, automobiles owned by governmental law enforcement agencies are expressly permitted. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the SUBJECT PROPERTY. All vehicles parked within the SUBJECT PROPERTY must be in good condition and repair, and no vehicle which does not contain a current license plate or which cannot operate on its own power shall be parked within the SUBJECT PROPERTY outside of an enclosed garage for more than 24 hours, and no major repair of any vehicle shall be made on the SUBJECT PROPERTY. All vehicles parked within the SUBJECT PROPERTY must be painted with colors and in

a manner which is customary for private passenger vehicles, and which is not offensive or distasteful in the reasonable opinion of the APPROVING PARTY. No motorcycle, motorbike, moped, all-terrain vehicle, or other such vehicle is permitted to be operated within the SUBJECT PROPERTY unless such vehicle is licensed for street use and equipped with appropriate noise-muffling equipment so that its operation does not create an unreasonable annoyance to the residents of the SUBJECT PROPERTY, and if the APPROVING PARTY determines the operation of any such vehicle creates an unreasonable annoyance to the residents of the SUBJECT PROPERTY, then after written demand from the APPROVING PARTY, the vehicle shall not be operated within the SUBJECT PROPERTY.

6.3. Maintenance of Enclaves. If any small enclaves of COMMON AREA lie within a LOT or PARCEL, and such areas are not readily accessible by the COMMUNITY ASSOCIATION but can be easily accessed and maintained by the LOT OWNER or PARCEL OWNER, such small enclaves shall be mowed, trimmed and maintained by the LOT OWNER or PARCEL OWNER

6.4. Beaches/Lake Banks. No OWNER shall create any beach or sandy area contiguous to any lake or canal within the SUBJECT PROPERTY without the approval of the APPROVING PARTY and any controlling governmental authorities, and all lake banks shall be sodded after the development of the property adjacent thereto is completed, unless otherwise approved by the APPROVING PARTY. Every OWNER of a LOT or PARCEL within the SUBJECT PROPERTY which abuts a lake or canal shall be responsible for maintaining, mowing and trimming the area lying between the LOT or PARCEL boundary and the actual waterline of the lake or canal.

6.5. Boat Docks. No boat docks or boat launching facilities shall be permitted other than those located within any recreational areas within the COMMON AREAS

6.6. Buffer.

6.6.1. All buffer areas as shown on the site plan for the TOTAL PROPERTY as approved by Lee County or any other applicable governmental authority, or as shown on a recorded plat of any portion of the TOTAL PROPERTY approved by Lee County, not owned by DECLARANT, an OWNER, a PARCEL ASSOCIATION, or the CLUB, shall be owned by the COMMUNITY ASSOCIATION. The owner of any buffer area shall maintain same in accordance with applicable requirements of Lee County or any other applicable governmental authority.

6.6.2. A 15 foot wide landscape buffer is hereby established within any LOT located along the 25 foot wide upland buffer that is within the conservation easement adjacent to the wetlands of Halfway Creek, which 15 foot wide buffer will extend into such LOT from the 25 foot wide buffer. Only native landscaping approved by the COMMUNITY ASSOCIATION or a committee thereof shall be permitted within such 15 foot wide buffer, and no such landscaping may be removed without the approval of the COMMUNITY ASSOCIATION or such committee. Any landscaping within the 15 foot wide buffer area shall conform to a management plan established by the COMMUNITY ASSOCIATION or committee in coordination with the United States Fish and Wildlife Service or any other applicable governmental authority..

6.7. Business Use. No trade, business, profession, or commercial activity, or any other nonresidential use, shall be conducted upon any portion of the SUBJECT PROPERTY nor within any UNIT, if in connection therewith customers or patients come to the UNIT or if such non-residential use is otherwise apparent from the exterior of a UNIT. The foregoing shall not preclude (i) home offices complying with the previous sentence, (ii) the rental of UNITS within the SUBJECT PROPERTY; or (iii) activities associated with the construction, development and sale of the SUBJECT PROPERTY or any portion thereof. LOT 1-A as shown on the Plat WEST BAY CLUB, as recorded in Plat Book 62, Pages 79 through 111 of the Public Records of Lee County, Florida, shall be exempt from the provisions of this Paragraph.

6.8. Clothes Lines and Outside Clothes Drying. Outdoor clothes drying is only permitted behind a UNIT, in an area which is screened from view from adjoining roads and from other UNITS within the SUBJECT PROPERTY. Only portable outdoor clothes-drying facilities approved by the APPROVING PARTY are permitted, and same shall be removed when not in use.

6.9. COMMON AREAS and PARCEL AREAS. Nothing shall be stored, constructed, placed within, or removed from any COMMON AREA or any PARCEL AREA by any OWNER other than DECLARANT or a PARCEL DEVELOPER, unless approved by the APPROVING PARTY.

6.10. Damage and Destruction. In the event any IMPROVEMENT is damaged or destroyed, the OWNER of the IMPROVEMENT, or the PARCEL ASSOCIATION responsible for repairing or restoring the damaged IMPROVEMENT, shall repair and restore the damaged IMPROVEMENT as soon as is reasonably practical to the same condition that the IMPROVEMENT was in prior to such damage or destruction, or shall remove the damaged IMPROVEMENT and restore the OWNER'S PROPERTY to a vacant lot condition as soon as is reasonably practical, unless otherwise approved by the APPROVING PARTY.

6.11. Easement Areas.

6.11.1. "Drainage and/or Utility Easements" means such easements on those portions of the TOTAL PROPERTY so designated on any plat or any recorded easement for the installation and maintenance of utility and/or drainage facilities. Such easements are for the installation, maintenance, construction, and repair of drainage facilities, including, but not limited to, canals, pumps, pipes, inlets, and outfall structures and all necessary appurtenances thereto and underground utility facilities, including, but not limited to, power, telephone, sewer, water, gas, irrigation, lighting, and television transmission purposes. Within these easements, no IMPROVEMENT or other material shall be placed or permitted to remain or alteration made which:

6.11.1.1. May damage or interfere with the installation and maintenance of utilities without the prior written consent of the affected utility company and the APPROVING PARTY; provided, however, the installation of a driveway or sod shall not require the consent of the affected utility companies unless the APPROVING PARTY imposes such requirements; or

6.11.1.2. May materially damage the direction of flow of drainage channels in the easements or may materially obstruct or retard the flow of water through drainage channels in the easements without the prior written consent of the APPROVING PARTY and applicable governmental agencies.

The portions of the SUBJECT PROPERTY designated as Drainage and/or Utility Easements and all improvements thereon shall be maintained continuously by the OWNER of such portion of the SUBJECT PROPERTY, except for those improvements for which a public authority or utility company is responsible.

6.11.2. "Water Management and/or Retention Easements" means such easements on those portions of the TOTAL PROPERTY so designated on any plat or any other recorded instrument for the storage of storm water and/or maintenance of adjacent water bodies. The PROPERTY subject to the Water Management and/or Retention Easements shall be maintained by the OWNER thereof in an ecologically sound condition for water retention, irrigation, drainage, and water management purposes in compliance with all applicable governmental requirements. DECLARANT, any PARCEL ASSOCIATION, and the OWNERS shall have the right to use the Water Management and/or Retention Easements to drain surface water from their PROPERTY, COMMON AREAS, and PARCEL AREAS. No IMPROVEMENT shall be placed within a Water Management and/or Retention Easement other than sod unless approved in writing by the APPROVING PARTY. No OWNER shall do anything which shall adversely affect the surface water management system of the TOTAL PROPERTY without the prior written consent of all applicable governmental agencies and the APPROVING PARTY.

6.12. Exterior Changes, Alterations and Improvements. No OWNER or PARCEL ASSOCIATION shall make any IMPROVEMENT, without the prior written consent of the APPROVING PARTY, as required by Paragraph 5 of this DECLARATION.

6.13. Fences and Walls. No fence or wall shall be in installed without the consent of the APPROVING PARTY as to the location, height, type, and materials of the fence or wall. In approving any fence or wall, the APPROVING PARTY may give due consideration to such matters as easements, drainage, berms, or other physical characteristics of the applicable LOT or PROPERTY, and the effect of the fence or wall on the surrounding community. All fences and walls must be maintained in good condition at all times.

6.14. Firearms and Hunting. The use or discharge of firearms or other weapons of any kind, including, but not limited to, rifles, pistols, BB guns, pellet guns, bows and crossbows is prohibited except by governmental officers in pursuit of their authorized duties. No hunting, in any form, is permitted upon the SUBJECT PROPERTY except by governmental officers in pursuit of their authorized duties.

6.15. Garages. No garage shall be permanently enclosed, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or storage area, without the prior written consent of the APPROVING PARTY. All garage doors shall remain closed when not in use. If any garage is enclosed, the garage door shall not be removed and the enclosure shall be performed in a manner such that from the outside of the UNIT it appears the UNIT still contains a garage.

6.16. Garbage Containers, Oil and Gas Tanks, Air Conditioners. All garbage and refuse containers, air conditioning units, oil tanks, bottled gas tanks, and all permanently affixed swimming pool equipment and housing shall be underground or placed in walled-in or landscaped areas, and shall be appropriately landscaped, as approved by the APPROVING PARTY so that they will be substantially concealed or hidden from any eye-level view from any street or adjacent property.

6.17. Garbage and Trash. Garbage, trash, refuse or rubbish shall be regularly picked up and shall not be permitted to unreasonably accumulate. Garbage, trash, refuse or rubbish that is required to be placed near any street or at any particular area in order to be collected may be so placed and kept after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

6.18. Hazardous Waste. No hazardous or toxic waste shall be disposed of within the SUBJECT PROPERTY, and there shall be no unlawful contamination of the soil or underground water supplies within the SUBJECT PROPERTY, and no environmental law, rule, regulation, or ordinance shall be violated.

6.19. Lakes and Canals. No swimming or motor boating is allowed in any lake or canal. No fishing is permitted in any lake or canal, except at locations designated by the ASSOCIATION.

6.20. Landscaping. All PROPERTY containing a UNIT, or owned in conjunction with the ownership of a UNIT, or owned and/or operated by a PARCEL ASSOCIATION, shall be tastefully landscaped in accordance with any criteria established by the APPROVING PARTY, to the waterline of any abutting lake or canal and to the pavement edge of any abutting road or parking area. Lawns shall be primarily grass, and shall not be paved or covered with gravel, artificial turf or other covering unless permitted by the APPROVING PARTY. All diseased or dead sod, plants, shrubs or flowers shall be promptly replaced, and excessive weeds, underbrush or unsightly growth shall be removed. All landscaping shall be regularly maintained in first-class condition and appearance, including mowing, trimming, fertilization, irrigation, and weed, insect and disease control. Underground sprinkler systems shall be installed, maintained and used to irrigate all landscaping on any LOT, or any PROPERTY owned by any

PARCEL ASSOCIATION, or any other landscaping which the OWNER of the LOT or any PARCEL ASSOCIATION is required to maintain pursuant to this paragraph. All underground sprinkler systems serving any LOT or any PROPERTY containing a UNIT shall be connected to the system supplying water to the Unit, unless prohibited by the applicable governmental authority or utility company or otherwise approved by the APPROVING PARTY. Any underground sprinkler system which utilizes water supplied by a well shall utilize a rust inhibitor system approved by the APPROVING PARTY, so that rust deposits will not accumulate on any building, wall or paved area. All sprinklers shall be adjusted so that water does not fall on roadways, buildings, walls, paved areas or other structures or IMPROVEMENTS within the SUBJECT PROPERTY. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any PROPERTY without the consent of the APPROVING PARTY.

6.21. Leases. All leases of a UNIT must be in writing and specifically be subject to this DECLARATION, the ARTICLES and the BYLAWS, and copies delivered to the COMMUNITY ASSOCIATION prior to occupancy by the tenant(s). No lease shall be for a period of less than 30 days, and no UNIT OWNER may lease his UNIT more than 6 times in any consecutive 12 month period, without the consent of the APPROVING PARTY. Notwithstanding the foregoing, a UNIT OWNER may from time to time permit guests to occupy his UNIT, without consideration, provided the COMMUNITY ASSOCIATION is given prior written notice of such occupancy. Such guest occupancy shall not exceed 6 times in any consecutive 12 month period, without the consent of the APPROVING PARTY. Notwithstanding anything contained herein to the contrary, no amendment to this DECLARATION may be made by the UNIT OWNERS which would further prohibit or restrict any UNIT OWNER from renting his UNIT, without the consent of 100% of the UNIT OWNERS. LOT 1-A as shown on the Plat WEST BAY CLUB, as recorded in Plat Book 62, Pages 79 through 111 of the Public Records of Lee County, Florida, shall be exempt from the provisions of this Paragraph.

6.22. Maintenance. All UNITS, buildings and other IMPROVEMENTs existing under, upon or over any PROPERTY from time to time shall at all times be maintained in accordance with all applicable governmental requirements, in first class condition and good working order, and in a neat and attractive manner. Exterior maintenance, including painting, shall be periodically performed as reasonably required. Paint colors shall not be materially changed without the consent of the APPROVING PARTY, and all paint colors shall be harmonious with other IMPROVEMENTs within the SUBJECT PROPERTY. No excessive and/or unsightly mildew, rust deposits dirt or deterioration shall be permitted to accumulate on any building or IMPROVEMENT. All sidewalks, roads, streets, driveways, parking areas, and other paved or hard-surfaced areas intended for use by vehicular or pedestrian traffic shall be cleaned and kept free of debris; and cracks, damaged and/or eroding areas on same shall be repaired, replaced and/or resurfaced as necessary. All curbing and bumper stops shall be repaired or replaced if damaged. All striping, including but not limited to, parking space, traffic lane and directional markings, within any road, street, or parking area, shall be repainted as necessary, so that same will be clearly visible at all times.

6.23. Nuisances. No nuisances shall be permitted within the SUBJECT PROPERTY, and no use or practice which is an unreasonable source of annoyance to the residents within the SUBJECT PROPERTY or shall interfere with the peaceful possession and proper use of the SUBJECT PROPERTY by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times.

6.24. Open Space. All open space within the TOTAL PROPERTY as required by Lee County or any other applicable governmental authority shall be preserved and maintained as open space, and the development thereof shall be restricted to open space purposes, in accordance with the requirements of Lee County or any other applicable governmental authority, unless otherwise permitted by Lee County or any other applicable governmental authority. With the exception of lawns owned solely by OWNERs of LOTs, all other open space areas will be preserved or maintained by the owner thereof, a PARCEL ASSOCIATION, or the COMMUNITY ASSOCIATION so that its use and enjoyment as open space will not be diminished or destroyed, except as permitted by Lee County or any other applicable governmental authority.

6.25. Outside Antennas. No outside antennas or signal-receiving or sending dishes or devices are permitted which are visible from the exterior of a UNIT without the prior written consent of the APPROVING PARTY, except for digital satellite dishes not exceeding 18" in diameter which are installed pursuant to the Architectural Guidelines and Criteria adopted in accordance with Paragraph 5.5 above.

6.26. Outside Storage of Personal Property. The personal property of any resident of the SUBJECT PROPERTY shall be kept inside the resident's UNIT or a fenced or a walled-in yard, except for tasteful patio furniture and accessories, Bar-B-Q grills, playground equipment approved by the APPROVING PARTY, and other personal property commonly kept outside, which must be kept in the rear of the LOT and must be neat appearing and in good condition.

6.27. Pets. No animals, livestock or poultry of any kind shall be permitted to be kept within the SUBJECT PROPERTY by any OWNER without the consent of the COMMUNITY ASSOCIATION. Notwithstanding the foregoing, up to 2 cats, or 2 dogs, or 1 cat and 1 dog, is permitted in any UNIT unless otherwise specifically approved in writing by APPROVING PARTY. No pit bull terriers are permitted without the consent of the APPROVING PARTY, which may be withheld in its sole discretion. Only dogs and cats will be permitted outside of the permanently enclosed air conditioned living space of a UNIT, and no pet other than a cat or dog shall be permitted outside of such portion of a UNIT, including but not limited to any screened in porch or patio, without the consent of the APPROVING PARTY. Any pet must be carried or kept on a leash when outside of a UNIT or fenced-in area. Any pet must not be an unreasonable nuisance or annoyance to other residents of the SUBJECT PROPERTY. Any resident shall pick up and remove any solid animal waste deposited by his pet on the SUBJECT PROPERTY, except for solid waste deposited in designated pet-walk areas, if any. No commercial breeding of pets is permitted within the SUBJECT PROPERTY. The APPROVING PARTY may require any pet to be immediately and permanently removed from the SUBJECT PROPERTY due to a violation of this Paragraph.

6.28. Portable Buildings. No portable, storage, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any PROPERTY for storage or otherwise, without the prior written consent of the APPROVING PARTY.

6.29. Monitoring Services. There shall be installed within each UNIT an electronic security system approved by the APPROVING PARTY, which approval shall not be unreasonably withheld. The electronic monitoring system within each UNIT shall be fully operational at all times, regardless of whether or not the UNIT is occupied, from and after the date that the UNIT is first conveyed by the developer initially constructing the UNIT or the date that the UNIT is first occupied, whichever occurs first. Such monitoring systems shall be of a type which transmits a signal to a central permanently staffed facility. With respect to the monitoring systems within the SUBJECT PROPERTY, DECLARANT may contract with a cable television company to provide such monitoring systems, which will be monitored by a gate attendant within the gatehouse at the entrance into the SUBJECT PROPERTY, and the use of any such monitoring system shall be acceptable without the further consent of the APPROVING PARTY. In the event any UNIT OWNER uses any monitoring system other than a monitoring system which is capable of being monitored by the attendant within such gatehouse, the approval of the APPROVING PARTY to such monitoring system may be conditioned upon the company providing the monitoring system agreeing in a manner reasonably satisfactory to the APPROVING PARTY to (i) notify the COMMUNITY ASSOCIATION in the event the monitoring system is discontinued or disconnected, and (ii) notify the attendant at the gatehouse as soon as the company receives notice that the UNIT has been broken into or that another problem monitored by the monitoring system exists. DECLARANT and the COMMUNITY ASSOCIATION shall have no liability to any OWNER in connection with any monitoring system, including but not limited to the failure of the attendant at the gatehouse to receive or act upon any signal indicating a problem in any UNIT, whether such failure is negligent or otherwise.

6.30. Signs. No signs shall be placed upon any PROPERTY without approval of the APPROVING PARTY, and no signs shall be placed in or upon any UNIT which are visible from the exterior of the UNIT, without

the prior written consent of the APPROVING PARTY. Notwithstanding the foregoing, a portable and tasteful "open house" advertising sign is permitted upon any LOT for a period not exceed 8 hours in any day, and 24 hours in any consecutive 7-day period, which shall not be larger than 2-1/2 square feet in size, during such periods when the OWNER or a licensed real estate broker or sales person is holding a bona fide "open house" to lease or sell the UNIT on the LOT. In the event any sign is installed within the SUBJECT PROPERTY or on the exterior of any UNIT which violates this Paragraph, the APPROVING PARTY shall have the right to remove such sign without notice to the OWNER or PARCEL ASSOCIATION, and any such removal shall not be deemed a trespass and the APPROVING PARTY shall not be liable for the removal or for any damage or loss to the sign.

6.31. Solar Collectors. Solar collectors are permitted, provided that the APPROVING PARTY shall have the right to approve the specific location where solar collectors may be installed on a roof with an orientation to the south or within 45 degrees east or west of due south, provided that such determination does not impair the effective operation of the solar collectors. All solar collector installations shall comply with the Architectural Guidelines and Criteria adopted in accordance with Paragraph 5.5 above.

6.32. Subdivision. No LOT shall be further subdivided without the prior written consent of the APPROVING PARTY if same would result in the creation of more LOTS than before such resubdivision. Notwithstanding the foregoing, any LOT or portions of one or more LOT(S) may be conveyed to the OWNER(S) of contiguous LOT(S) in order to increase the size of the contiguous LOT(S), so long as any remaining portion of the divided LOT not so conveyed is independently useful for the construction of a UNIT that complies with the requirements of this DECLARATION. If all of any LOT is divided between the contiguous LOTS in order to increase the size of the contiguous LOTS, then the OWNERS of the divided LOT shall be required to divide among themselves the vote and ASSESSMENT responsibility of the divided LOT pursuant to a written instrument approved in writing by the COMMUNITY ASSOCIATION and recorded in the Public Records of the County where the SUBJECT PROPERTY is located.

6.33. Surface Water Management. No OWNER or any other PERSON shall do anything to adversely affect the surface water management and drainage of the SUBJECT PROPERTY without the prior written approval of the COMMUNITY ASSOCIATION and any controlling governmental authority, including but not limited to the excavation or filling in of any lake or canal, or any portion of the SUBJECT PROPERTY, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of IMPROVEMENTs upon the SUBJECT PROPERTY by DECLARANT or by the developer of any portion of the SUBJECT PROPERTY in accordance with permits issued by controlling governmental authorities.

6.34. Swimming Pools. No above-ground swimming pools, spas, or the like, shall be installed without the consent of the APPROVING PARTY.

6.35. Tree Removal. No trees shall be removed without the consent of the APPROVING PARTY and all applicable governmental entities.

6.36. Utility Lines and Services. All utility lines and services shall be maintained in good working condition. All utility lines within any LOT or PARCEL shall be installed underground

6.37. Water and Waste Water Utilities. Gulf Utility Company, or its successors or assigns ("Company"), has the sole and exclusive right to provide all potable water distribution and sewage collection facilities and service to the SUBJECT PROPERTY and to utilize the facilities to provide service to any property to which water and waste water service is actually rendered by Company. All occupants of any residence, building, UNIT or IMPROVEMENT erected or located on the SUBJECT PROPERTY, and all subsequent or future OWNERS or purchasers of the SUBJECT PROPERTY, or any portion thereof, shall receive such services from the Company, and shall pay for same in accordance with the Company's rate schedules from time to time in effect as approved by the Florida Public Service Commission; and, all occupants of any residence, building, UNIT or

IMPROVEMENT erected or located on the SUBJECT PROPERTY, and all subsequent or future OWNERS or purchasers of the SUBJECT PROPERTY, or any portion thereof, agree, by occupying any premises on the SUBJECT PROPERTY, or by recording any deed of conveyance with respect to any portion of the SUBJECT PROPERTY, that they will not construct, dig, build or otherwise make available nor use service from any source other than provided by Company.

6.38. Wells. Except for wells located on the golf course, which are exclusively utilized for watering the golf course, no wells may be installed within the SUBJECT PROPERTY without the prior written consent of the APPROVING PARTY, the utility company supplying potable water to the SUBJECT PROPERTY and all governmental authorities having jurisdiction of the SUBJECT PROPERTY.

6.39. Window Treatments. Window treatments shall consist of draperies, blinds, shutters, decorative panels, or other tasteful window covering, of the type customarily found in single family homes, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding 2 weeks after an OWNER or tenant first moves into a UNIT or when permanent window treatments are being cleaned or repaired. The installation and use of storm shutters shall be governed by the Architectural Guidelines and Criteria adopted in accordance with Paragraph 5.5 above.

6.40. Rules and Regulations. The COMMUNITY ASSOCIATION may adopt reasonable rules and regulations relating to the use and maintenance of the SUBJECT PROPERTY. Copies of such rules and regulations and amendments shall be furnished by the COMMUNITY ASSOCIATION to any OWNER upon request.

6.41. Additional Restrictions. Nothing contained herein shall prohibit the OWNER of any PROPERTY from imposing restrictions upon such PROPERTY in addition to, or more restrictive than, the restrictions contained herein.

6.42. Exemption or Waiver. DECLARANT, so long as it owns any portion of the TOTAL PROPERTY, shall have the right to exempt any PROPERTY from any or all of the restrictions contained in this DECLARATION in DECLARANT's sole discretion, by a written amendment or supplement to this DECLARATION. Any such exemption may not be modified or terminated, directly or indirectly, without the consent of the OWNER of the PROPERTY so exempted. In addition, the APPROVING PARTY shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions, as to any PROPERTY or UNIT where, in the discretion of the APPROVING PARTY, circumstances exist which justify such waiver or deviation. In the event of any such exemption, waiver or permitted deviation, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of the APPROVING PARTY to enforce these restrictions or from insisting upon strict compliance with respect to all other PROPERTY and UNITS, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future. No exemption or waiver given by DECLARANT shall be deemed to be a waiver or exemption as to any governmental law, rule, regulation or requirement.

6.43. Responsibility for Maintenance and Compliance.

6.43.1. OWNERS. The OWNER of any PROPERTY shall be responsible for complying with all of the provisions of this Section with respect to such PROPERTY.

6.43.2. PARCEL ASSOCIATION. Each PARCEL ASSOCIATION shall be responsible for complying with all provisions of this Section with respect to all of the PROPERTY which is subject to the jurisdiction of the PARCEL ASSOCIATION, notwithstanding the fact that the OWNER of any portion of the PROPERTY may also be responsible for such compliance with respect to the PROPERTY owned by such OWNER.

6.43.3. Enforcement. In the event any OWNER or PARCEL ASSOCIATION fails to comply with any provision of this Section, the COMMUNITY ASSOCIATION shall have all rights of enforcement set forth in Paragraph 7, including, but not limited to, the right to perform any maintenance which any OWNER or PARCEL ASSOCIATION has failed to perform, and to assess the applicable OWNER or PARCEL ASSOCIATION for all costs and expenses incurred by the COMMUNITY ASSOCIATION in connection therewith.

6.43.4. Limitations. No OWNER or PARCEL ASSOCIATION shall maintain, repair and/or improve any PROPERTY for which the COMMUNITY ASSOCIATION has the responsibility and duty for maintenance without the prior written consent of the COMMUNITY ASSOCIATION.

6.44. Exceptions for DECLARANT and Other Developers. The foregoing use and maintenance restrictions shall not apply to DECLARANT, or to any PROPERTY while owned by DECLARANT, or to any development or activity approved by DECLARANT, and shall not be applied in a manner which would unreasonably prohibit or restrict the development of any PROPERTY and the construction of any UNITS, buildings and other IMPROVEMENTs thereon, or any activity associated with the sale of any new UNITS, by DECLARANT. Specifically, and without limitation, DECLARANT, and, subject to the prior written approval and consent of DECLARANT in each instance, any PARCEL DEVELOPER or other builder, shall have the right to: (1) construct any UNITS or IMPROVEMENTs within the SUBJECT PROPERTY, and make any additions, alterations, improvements, or changes thereto; (ii) maintain customary and usual sales, leasing, general office and construction operations on any PROPERTY, in connection with such PROPERTY or any other property owned by the applicable developer or any affiliate of the developer; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon any PROPERTY, or use any UNIT, for sales, leasing, general office, construction, storage or other purposes relating to the PROPERTY or any other property; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any PROPERTY; and (v) post, display, inscribe or affix to the exterior of a UNIT or upon any PROPERTY, signs and other materials used in developing, constructing, selling, leasing or promoting any PROPERTY or any other property.

7. COLLECTION OF ASSESSMENTS, DEFAULT AND ENFORCEMENT.

7.1. Monetary Defaults and Collection of ASSESSMENTS.

7.1.1. Late Fees and Interest. If any OWNER is in default in the payment of any ASSESSMENT for more than ten (10) days after same is due, or if any OWNER or PARCEL ASSOCIATION is in default in the payment of any other moneys owed to the COMMUNITY ASSOCIATION for a period of more than ten (10) days after written demand by the COMMUNITY ASSOCIATION, or if any check for any ASSESSMENT or any other monies owed to the COMMUNITY ASSOCIATION is dishonored, the COMMUNITY ASSOCIATION shall have the right to charge the applicable OWNER or PARCEL ASSOCIATION a late or bad check fee of ten percent (10%) of the amount due, or $25.00, whichever is greater, plus interest at the highest rate permitted by law on the amount owed to the COMMUNITY ASSOCIATION from and after said ten (10) day period.

7.1.2. Acceleration of ASSESSMENTS. In addition, if any OWNER is in default in the payment of any ASSESSMENT or any other moneys owed to the COMMUNITY ASSOCIATION, for more than ten (10) days after written demand by the COMMUNITY ASSOCIATION, the COMMUNITY ASSOCIATION shall have the right to accelerate and require such defaulting OWNER to pay to the COMMUNITY ASSOCIATION ASSESSMENTS for COMMON EXPENSES for the next twelve (12) month period, based upon the then existing amount and frequency of ASSESSMENTS for COMMON EXPENSES. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular ASSESSMENTS for COMMON EXPENSES, for all special ASSESSMENTS for COMMON EXPENSES, and/or all other ASSESSMENTS and moneys payable to the COMMUNITY ASSOCIATION.

7.1.3. Collection. In the event any OWNER or PARCEL ASSOCIATION fails to pay any ASSESSMENT or other moneys due to the COMMUNITY ASSOCIATION within ten (10) days after written demand, the COMMUNITY ASSOCIATION may take any action deemed necessary in order to collect such ASSESSMENTS or moneys including, but not limited to, retaining the services of a collection agency or attorney to collect such ASSESSMENTS or moneys, initiating legal proceedings for the collection of such ASSESSMENTS or moneys, recording a claim of lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action, and the OWNER or PARCEL ASSOCIATION shall be liable to the COMMUNITY ASSOCIATION for all costs and expenses incurred by the COMMUNITY ASSOCIATION incident to the collection of any ASSESSMENT or other moneys owed to it, and the enforcement and/or foreclosure of any lien for same, including reasonable attorneys' fees whether or not incurred in legal proceedings, and all sums paid by the COMMUNITY ASSOCIATION for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the COMMUNITY ASSOCIATION's lien. The COMMUNITY ASSOCIATION shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any ASSESSMENTS or monies owed to it, and if the COMMUNITY ASSOCIATION becomes the OWNER of any PROPERTY by reason of such foreclosure, it shall offer such PROPERTY for sale within a reasonable time and shall deduct from the proceeds of such sale all ASSESSMENTS or moneys due it. All payments received by the COMMUNITY ASSOCIATION on account of any ASSESSMENTS or moneys owed to it by any OWNER or PARCEL ASSOCIATION shall be first applied to payments and expenses incurred by the COMMUNITY ASSOCIATION, then to interest, then to any unpaid ASSESSMENTS or moneys owed to the COMMUNITY ASSOCIATION in the inverse order that the same were due.

7.1.4. Lien for ASSESSMENT and Moneys Owed to COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION shall have a lien on all PROPERTY owned by any OWNER, for any unpaid ASSESSMENTS (including any ASSESSMENTS which are accelerated pursuant to this DECLARATION) or other moneys owed to the COMMUNITY ASSOCIATION by such OWNER, and for interest, reasonable attorneys' fees incurred by the COMMUNITY ASSOCIATION incident to the collection of the ASSESSMENTS and other moneys, or enforcement of the lien, and for all sums advanced and paid by the COMMUNITY ASSOCIATION for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the COMMUNITY ASSOCIATION's lien. The lien is effective from and after the recording of a claim of lien in the public records of the County in which the SUBJECT PROPERTY is located, stating the description of the PROPERTY, the name of the OWNER which owns the PROPERTY, the amount due, and the due dates. The lien is in effect until all sums secured by it have been fully paid. The claim of lien must be signed and acknowledged by an officer or agent of the COMMUNITY ASSOCIATION. Upon payment in full of all sums secured by the lien, the PERSON making the payment is entitled to a satisfaction of the lien.

7.1.5. Transfer of PROPERTY after ASSESSMENT. The COMMUNITY ASSOCIATION's lien shall not be affected by the sale or transfer of any PROPERTY, and in the event of any such sale or transfer, both the new OWNER and the prior OWNER shall be jointly and severally liable for all ASSESSMENTS, interest, and other costs and expenses owed to the COMMUNITY ASSOCIATION which are attributable to any PROPERTY purchased by or transferred to such new OWNER.

7.1.6. Subordination of the Lien to Mortgages. The lien of the COMMUNITY ASSOCIATION for ASSESSMENTS or other moneys shall be subordinate and inferior to the lien of any first mortgage recorded prior to the recording of a Claim of Lien by the COMMUNITY ASSOCIATION. The sale or transfer of any PROPERTY by the foreclosure of a first mortgage or by deed in lieu thereof, shall extinguish the lien of the COMMUNITY ASSOCIATION as to any ASSESSMENT, interest, expenses or other moneys owed to the COMMUNITY ASSOCIATION which became due prior to such sale or transfer, unless a Claim of Lien for same was recorded prior to the recording of the mortgage, and neither the mortgagee, nor any purchaser at a foreclosure sale, nor their grantees or successors, shall be responsible for said payments, but they shall be liable for any ASSESSMENTS due after such sale or transfer. If the COMMUNITY ASSOCIATION's lien or its rights to any lien for any such ASSESSMENTS, interest, expenses or other moneys owed to the COMMUNITY ASSOCIATION

by any OWNER is extinguished as aforesaid, such sums shall thereafter be COMMON EXPENSES, collectible from all OWNERS including such acquirer, and its successors and assigns.

7.1.7. No Set-Offs. No OWNER shall have the right to set-off or reduce any ASSESSMENTS for COMMON EXPENSES by any claims that such OWNER may have or may claim to have against the COMMUNITY ASSOCIATION or against DECLARANT or any PARCEL DEVELOPER.

7.1.8. Exception for DECLARANT. Notwithstanding the foregoing, DECLARANT shall not be liable for any interest or late fees for any ASSESSMENTS or other funds owed to the COMMUNITY ASSOCIATION, and the COMMUNITY ASSOCIATION shall not have a lien against any property for any ASSESSMENTS or other monies owed to the COMMUNITY ASSOCIATION by DECLARANT.

7.1.9. Suspension of Voting Rights. The COMMUNITY ASSOCIATION may suspend the voting rights of any OWNER other than DECLARANT or any PARCEL DEVELOPER for the nonpayment of regular ASSESSMENTS for COMMON EXPENSES that are delinquent for more than 90 days.

7.2. Non-Monetary Defaults. In the event of a violation by any OWNER or any tenant of an OWNER, or any person residing with them, or their guests or invitees, or by any PARCEL ASSOCIATION (other than the nonpayment of any ASSESSMENT or other moneys) of any of the provisions of this DECLARATION, or of the ARTICLES or BYLAWS, the COMMUNITY ASSOCIATION shall notify the OWNER (and where applicable any tenant of the OWNER) or PARCEL ASSOCIATION of the violation, by written notice. If (i) such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or (ii) the violation is not capable of being cured within such seven (7) day period and the OWNER or tenant, or PARCEL ASSOCIATION, fails to commence and diligently proceed to completely cure as soon as practicable such violation within seven (7) days after written notice by the COMMUNITY ASSOCIATION, then the COMMUNITY ASSOCIATION may, at its option:

7.2.1. Fine the OWNER or tenant, or PARCEL ASSOCIATION, as provided below and/or suspend, for a reasonable period of time, the rights of the OWNER and anyone residing in the OWNER's UNIT, and their guests, and invitees, to use the COMMON AREAS (but such suspension shall not impair the right of an OWNER or tenant to have vehicular and pedestrian access to and from the OWNER'S UNIT); and/or

7.2.2. Commence an action to enforce the performance on the part of the OWNER or PARCEL ASSOCIATION, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

7.2.3. Commence an action to recover damages; and/or

7.2.4. Take any and all action reasonably necessary to correct such failure, which action may include, but is not limited to, removing any building or IMPROVEMENT for which architectural approval has not been obtained, or performing any maintenance required to be performed by this DECLARATION; and/or

7.2.5. Record a "notice of violation" in the public records of the county in which the SUBJECT PROPERTY is located, which shall include the legal description of the applicable PROPERTY owned by the OWNER, the OWNER's name, and the nature of the violation, and shall be signed by an officer or agent of the COMMUNITY ASSOCIATION. If recorded, such notice of violation shall be released when the violation is cured and the applicable OWNER pays any costs or expenses due to the COMMUNITY ASSOCIATION in connection with the violation and the recording of the notice of violation.

All expenses incurred by the COMMUNITY ASSOCIATION in connection with the enforcement of this DECLARATION action against any OWNER or PARCEL ASSOCIATION, including reasonable attorneys' fees

whether or not incurred in legal proceedings, shall be assessed against the applicable OWNER or PARCEL ASSOCIATION, and shall be due upon written demand by the COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION shall have a lien for such ASSESSMENT and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such ASSESSMENT, and may take such action to collect such ASSESSMENT or foreclose said lien as in the case and in the manner of any other ASSESSMENT as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of the County in which the SUBJECT PROPERTY is located.

7.3. Fines and Suspensions.

7.3.1. The amount of any fine shall not exceed any amount as is permitted by law. Notwithstanding the foregoing, if any violation of this DECLARATION or the Rules and Regulations is of a continuing nature, and if the PARCEL ASSOCIATION, OWNER or tenant fails to cure any continuing violation within 30 days after written notice of such violation, or if such violation is not capable of being cured within such 30 day period, if the PARCEL ASSOCIATION, OWNER or tenant fails to commence action reasonably necessary to cure the violation within such 30 day period or shall thereafter fail to diligently proceed to cure the violation as soon as is reasonably practical, in addition to the initial fine a daily fine may be imposed until the violation is cured in an amount not to exceed $10.00 per day, to the extent not prohibited by law.

7.3.2. Prior to imposing any suspension or fine, the PARCEL ASSOCIATION, OWNER or tenant shall be given written notice of the fact that the COMMUNITY ASSOCIATION is considering the imposition of the suspension or fine, including (i) a statement of the provisions of the DECLARATION, BYLAWS or Rules and Regulations which have allegedly been violated, (ii) the proposed length of the suspension or amount of the fine, and (iii) the right of the PARCEL ASSOCIATION, OWNER or tenant to request a hearing by written request to the COMMUNITY ASSOCIATION within 14 days after the COMMUNITY ASSOCIATION's notice. If the PARCEL ASSOCIATION, OWNER or tenant desires a hearing, they must so notify the COMMUNITY ASSOCIATION in writing within 14 days after the COMMUNITY ASSOCIATION's notice, and in that event a hearing shall be held in accordance with applicable law upon not less than 14 days written notice to the PARCEL ASSOCIATION, OWNER or tenant. At the hearing, the PARCEL ASSOCIATION, OWNER or tenant shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and the suspension or fine previously imposed may be approved, disapproved or modified. If the PARCEL ASSOCIATION, OWNER or tenant fails to timely request a hearing, or fails to attend the hearing, the proposed fine or suspension set forth in the COMMUNITY ASSOCIATION's notice shall be deemed imposed.

7.3.3. Any fine imposed shall be due and payable within ten (10) days after written notice of the imposition of the fine, or if a hearing is timely requested within ten (10) days after the decision at the hearing. Any fine levied against an OWNER shall be deemed an ASSESSMENT, and if not paid when due all of the provisions of this DECLARATION relating to the late payment of ASSESSMENTS shall be applicable.

7.3.4. The BOARD may, and to the extent required by law shall, delegate the right to impose suspension or fines, set the amount thereof, and/or conduct hearings pursuant to this paragraph, to a Committee of the COMMUNITY ASSOCIATION.

7.3.5. Notwithstanding the foregoing, the COMMUNITY ASSOCIATION shall not have the right to impose any fine against DECLARANT, any PARCEL DEVELOPER, or any other builder or developer of any portion of the SUBJECT PROPERTY.

7.4. Negligence. An OWNER shall be liable and may be assessed by the COMMUNITY ASSOCIATION for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, to the extent otherwise provided by law and to the extent that such expense is not met by the proceeds of insurance carried by the COMMUNITY ASSOCIATION. Such liability shall include any increase in fire

insurance rates occasioned by use, misuse, occupancy or abandonment of a LOT or UNIT, or the COMMON AREAS.

7.5. Responsibility of an OWNER for Occupants, Tenants, Guests, and Invitees. Except to the extent otherwise provided by law, each OWNER shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his UNIT, and for all guests and invitees of the OWNER or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the COMMON AREAS, or any liability to the COMMUNITY ASSOCIATION, the OWNER shall be assessed for same as in the case of any other ASSESSMENT, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the COMMUNITY ASSOCIATION. Furthermore, any violation of any of the provisions of this DECLARATION, of the ARTICLES, or the BYLAWS, by any resident of any UNIT, or any guest or invitee of an OWNER or any resident of a UNIT, shall also be deemed a violation by the OWNER, and shall subject the OWNER to the same liability as if such violation was that of the OWNER.

7.6. Right of COMMUNITY ASSOCIATION to Evict Tenants, Occupants, Guests and Invitees. With respect to any tenant or any person present in any UNIT or any portion of the SUBJECT PROPERTY, other than an OWNER and the members of his immediate family permanently residing with him in the UNIT, if such person shall materially violate any provision of this DECLARATION, the ARTICLES, or the BYLAWS, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the SUBJECT PROPERTY, or shall willfully damage or destroy any COMMON AREAS or personal property of the COMMUNITY ASSOCIATION, then upon written notice by the COMMUNITY ASSOCIATION such person shall be required to immediately leave the SUBJECT PROPERTY and if such person does not do so, the COMMUNITY ASSOCIATION is authorized to commence an action to evict such tenant or compel the person to leave the SUBJECT PROPERTY and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable OWNER, and the COMMUNITY ASSOCIATION may collect such ASSESSMENT and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the COMMUNITY ASSOCIATION.

7.7. No Waiver. The failure of the COMMUNITY ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this DECLARATION, the ARTICLES, or the BYLAWS, shall not constitute a waiver of the right of the COMMUNITY ASSOCIATION to enforce such right, provision, covenant or condition in the future.

7.8. Rights Cumulative. All rights, remedies and privileges granted to the COMMUNITY ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this DECLARATION, the ARTICLES or the BYLAWS, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the COMMUNITY ASSOCIATION thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

7.9. Enforcement Against other Persons. In addition to the foregoing, this DECLARATION may be enforced by DECLARANT or the COMMUNITY ASSOCIATION, by any procedure at law or in equity, against any PERSON violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this DECLARATION shall be borne by the PERSON against whom enforcement is sought, provided such proceeding results in a finding that such PERSON was in violation of this DECLARATION. In addition to the foregoing, any PARCEL ASSOCIATION or OWNER shall have the right to bring an action to enforce this DECLARATION against any PERSON violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no PARCEL ASSOCIATION or OWNER shall be entitled to recover damages or to enforce any lien created herein as

a result of a violation or failure to comply with the provisions contained herein by any PERSON, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

7.10. Certificate as to Unpaid ASSESSMENTS or Default. Within 15 days after written request by any OWNER or INSTITUTIONAL LENDER holding or making a mortgage encumbering any PROPERTY, the COMMUNITY ASSOCIATION shall provide such OWNER or INSTITUTIONAL LENDER with a written certificate as to whether or not the OWNER, and any applicable PARCEL ASSOCIATION having jurisdiction over the OWNER's PROPERTY, is in default with respect to the payment of ASSESSMENTS or with respect to compliance with the terms and provisions of this DECLARATION. Any person who relies on such certificate in purchasing or making a mortgage encumbering any PROPERTY shall be protected thereby.

7.11. Enforcement of Obligations of COMMUNITY ASSOCIATION. DECLARANT, regardless of whether or not it is a member of the COMMUNITY ASSOCIATION, and any controlling governmental authority, shall have the right to enforce the obligations of the COMMUNITY ASSOCIATION to properly maintain and operate any property as required by this DECLARATION, and in the event the COMMUNITY ASSOCIATION defaults with respect to any of its obligations to operate or maintain any property, and does not commence and diligently proceed to cure such default as soon as is reasonably practical and in any event within 10 days after demand by DECLARANT or any controlling governmental authority, DECLARANT or such controlling governmental authority shall have the right to perform such maintenance, and, in that event, all reasonable costs and expenses incurred by DECLARANT or such governmental authority, plus interest at the highest rate permitted by law, shall be paid by the COMMUNITY ASSOCIATION, plus any costs, expenses, and attorney's fees incurred in connection with the enforcement of the COMMUNITY ASSOCIATION's duties and obligations hereunder or the collection of any such sums. DECLARANT or the controlling governmental authority shall have the right to collect such sums from the OWNERS and in connection therewith shall have all enforcement rights granted to the COMMUNITY ASSOCIATION in connection with the collection of said moneys, including but not limited to all lien rights provided by this DECLARATION. In addition, the duties and obligations of the COMMUNITY ASSOCIATION may be enforced by any UNIT OWNER through appropriate legal proceedings.

8. SPECIAL PROVISIONS REGARDING CLUB. It is acknowledged that a golf club will be operated within portions of the TOTAL PROPERTY by the CLUB. The following provisions shall apply with respect to the CLUB:

8.1. Provisions of DECLARATION not Applicable to CLUB. The provisions of Paragraphs 5 and 6 of this DECLARATION shall not apply to the CLUB. Notwithstanding the foregoing, the CLUB shall maintain the CLUB PROPERTY in good condition at all times.

8.2. Easement. An easement over, under, upon and across all or any portion of the TOTAL PROPERTY is hereby granted and established in favor of the CLUB, and the employees, contractors, members, guests and invitees of the CLUB, to permit the doing of every act necessary and/or incidental to the playing of golf and the use, maintenance and operation of the golf course and other facilities within the CLUB PROPERTY. These acts shall include, but are not limited to, the recovery of golf balls from any PROPERTY that is not fenced or walled-in, the flight of golf balls over and upon any PROPERTY, the use of necessary and usual equipment upon the golf course within the CLUB, and all other common and usual activities associated with the game of golf and/or the use, maintenance and operation of the golf course and other facilities within the CLUB PROPERTY.

8.3. Assumption of Risk. Each OWNER or occupant of a UNIT assumes all risks associated with the flight of errant golf balls or other activities associated with the use and operation of the CLUB's facilities, and releases, and shall not make any claim against or institute any action against, DECLARANT, the CLUB, their directors, officers, members, guests, employees, agents, or contractors, or any other person, arising or resulting from (i) any errant golf balls, and any damage that may be caused thereby, (ii) the design of the golf course or siting of the OWNER's UNIT, (iii) noise, personal injury or property damage caused by the use, operation and maintenance

of the golf course or any of the CLUB's facilities, (iv) noise from maintenance equipment, (v) use of pesticides, herbicides and fertilizers, or (vi) the installation, relocation, or removal of the CLUB's facilities or the redesign of portions of the golf course, or the maturation of trees and shrubbery. Such release includes claims for damages, including, without limitation, actual, indirect, special, or consequential damages, arising from personal injury, destruction of property, trespass, loss of enjoyment, or any other alleged wrong, and specifically includes claims arising out of the negligence of DECLARANT or the CLUB. Each OWNER agrees to and shall indemnify and hold harmless DECLARANT, the CLUB, their directors, officers, members, guests, employees, agents, or contractors, from and against any and all claims made against them by the OWNER's family members, visitors, tenants, guests and invitees.

8.4. No Adverse Affect on Club. No amendment to this DECLARATION, or to the ARTICLES or the BYLAWS, shall be made in a manner which adversely affects or specifically relates to the CLUB or which discriminates against the CLUB, or which modifies any of the provisions of this Section 8, without the prior written consent of the CLUB.

8.5. CLUB as MEMBER. The CLUB shall be a MEMBER of the COMMUNITY ASSOCIATION.

8.6. ASSESSMENTS Payable by CLUB. For purposes of ASSESSMENTS for COMMON EXPENSES, unless otherwise agreed or waived by COMMUNITY ASSOCIATION, the property owned by the CLUB shall be deemed to contain 10 UNITS, and the CLUB shall pay ASSESSMENTS based on such number of UNITS. Notwithstanding the foregoing, unless otherwise determined by DECLARANT, the CLUB will not be liable for the payment of ASSESSMENTS to the COMMUNITY ASSOCIATION until the earlier to occur of (i) the expiration of the EXEMPTION PERIOD referred to above, or (ii) the date DECLARANT no longer has the right to appoint a majority of the directors of the CLUB.

8.7. Conveyances Between CLUB and COMMUNITY ASSOCIATION. Notwithstanding anything contained herein to the contrary, the COMMUNITY ASSOCIATION shall have the right to convey or lease portions of the COMMON AREAS to the CLUB at any time and for any purpose, and the CLUB may convey any portion of the TOTAL PROPERTY it owns to the COMMUNITY ASSOCIATION or permit the COMMUNITY ASSOCIATION to use portions of the CLUB's facilities, on such terms and conditions as the CLUB and the COMMUNITY ASSOCIATION may agree in their sole discretion.

8.8. Access. All persons using the CLUB's facilities, and all employees, agents, contractors, and guests of the CLUB, shall be afforded access into the TOTAL PROPERTY through any entrance gate and onto any roads owned and/or operated by the COMMUNITY ASSOCIATION.

8.9. Types of Memberships and Rights. Any membership purchased by any OWNER shall be subject to the articles of incorporation and bylaws of the CLUB, and to all rules and regulations of the CLUB, and any other documents regarding same. Notwithstanding anything contrary herein to the contrary, the CLUB shall have the right to determine from time to time, and at any time, in the CLUB's sole discretion, the types of memberships that will be made available to the OWNERS, and for each type of membership, what rights, if any, the members will have to use the CLUB's facilities. In addition, the CLUB may make its facilities open and available to the public for such fees and charges as the CLUB may determine from time to time in the CLUB's sole discretion.

9. DEDICATIONS. DECLARANT, each PARCEL DEVELOPER, and the COMMUNITY ASSOCIATION (with the consent of DECLARANT so long as DECLARANT owns any portion of the TOTAL PROPERTY) shall have the right to dedicate, grant or convey any portion of the SUBJECT PROPERTY owned by them, or any interest or easement therein, to any governmental or quasi-governmental agency or private or public utility company. In addition DECLARANT, so long as it owns any portion of the TOTAL PROPERTY, shall have the right to direct the COMMUNITY ASSOCIATION to likewise dedicate, grant or convey any COMMON AREA, or any interest or easement in any COMMON AREA, whereupon the COMMUNITY ASSOCIATION shall execute

such documents as will be necessary to effectuate such dedication. Any PROPERTY which is conveyed to any governmental or quasi-governmental agency or private or public utility company shall not be subject to the covenants and restrictions contained within this DECLARATION, unless the instrument so conveying such PROPERTY specifically provides that same is subject to this DECLARATION.

10. TERM OF DECLARATION. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of this DECLARATION, unless within such time, 100% of all the OWNERS vote to terminate this DECLARATION (as it may have been amended from time to time). After such fifty (50) year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until 2/3 of all the OWNERS vote to terminate this DECLARATION (as it may have been amended from time to time). Any termination of this DECLARATION shall be effective on the date an instrument of termination is recorded in the public records of the county in which the SUBJECT PROPERTY is located, which shall be executed by the president of the COMMUNITY ASSOCIATION and by all of the directors, who shall certify that the requisite number of OWNERS voted to terminate this DECLARATION as required herein, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by DECLARANT so long as DECLARANT owns any PROPERTY or any portion of the TOTAL PROPERTY, or holds any mortgage encumbering any PROPERTY other than a UNIT. Notwithstanding anything contained herein to the contrary, this DECLARATION may not be terminated unless the instrument of termination is joined in by the South Florida Water Management District, or any successor controlling governmental authorities.

11. AMENDMENT.

11.1. Approval of Amendments. This DECLARATION may be amended as follows:

11.1.1. By either (i) the vote of the directors of the COMMUNITY ASSOCIATION representing 90% votes of the OWNERS, and by the vote of the OWNERS entitled to cast 2/3 of the votes present in person or by proxy at a meeting called to approve the amendment, without any quorum requirement; or (ii) the vote of OWNERS entitled to cast 2/3 of the votes of all the OWNERS. Any amendment approved by the OWNERS may provide that the amendment may not be further amended, modified or repealed without the approval of the OWNERS.

11.1.2. Notwithstanding the foregoing, if any provision of this DECLARATION requires more than a 2/3 vote of all the OWNERS to approve any action, such provision may not be amended to require a lesser vote, or deleted, without the number of votes required to approve such action.

11.1.3. In addition, so long as DECLARANT owns any PROPERTY or any portion of the TOTAL PROPERTY, this DECLARATION may be amended from time to time, by DECLARANT and without the consent of the COMMUNITY ASSOCIATION, or any OWNER, and no amendment may be made by the OWNERS without the written joinder of DECLARANT. Such right of DECLARANT to amend this DECLARATION shall specifically include, without limitation, (i) the right to add any property owned by DECLARANT to, or delete any property from, the SUBJECT PROPERTY, provided that any such amendment shall require the joinder of the owners of such property or any portion thereof if the owners are different than DECLARANT, and (ii) the right to make any amendment required by any INSTITUTIONAL LENDER so that such lender will make, insure or guarantee mortgage loans encumbering the UNITS, or required by any governmental authority.

11. 1.4. After DECLARANT no longer owns any PROPERTY or any portion of the TOTAL PROPERTY, this DECLARATION may be amended upon the unanimous consent of the PARCEL DEVELOPERS

and without the consent of the COMMUNITY ASSOCIATION, or any other OWNERS, if such amendment is made to conform to the requirements of any INSTITUTIONAL LENDER so that such lender will make, insure or guarantee mortgage loans encumbering the UNITS, or is required by any governmental authority. Furthermore after DECLARANT no longer owns any PROPERTY or any portion of the TOTAL PROPERTY, no amendment may be made by the OWNERS without the written joinder of any PARCEL DEVELOPER owning more than 5 LOTS.

11.2. Recording. In order to be effective, any amendment to this DECLARATION must first be recorded in the public records of the county in which the SUBJECT PROPERTY is located, and in the case of an amendment made by the OWNERS, such amendment shall contain a certification by the President and Secretary of the COMMUNITY ASSOCIATION that the amendment was duly adopted.

11.3. Discrimination. No amendment shall discriminate against any OWNER, or class or group of OWNERS, unless the OWNERS so affected approve the amendment. No amendment shall change the number of votes of any OWNER or increase any OWNER's proportionate share of the COMMON EXPENSES, unless the OWNERS of the PROPERTY affected by such amendment join in the execution of the amendment. No amendment may prejudice or impair the priorities of INSTITUTIONAL LENDERS granted hereunder unless all INSTITUTIONAL LENDERS join in the execution of the amendment. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, DECLARANT, unless DECLARANT joins in the execution of the amendment.

11.4. Approval of South Florida Water Management District. Notwithstanding anything contained herein to the contrary, any amendment to this DECLARATION which would affect the surface water management system, including the water management portions of the COMMON AREAS, must have the prior approval of the South Florida Water Management District.

12. RIGHTS OF INSTITUTIONAL LENDERS.

12.1. Notice of Action. Upon written notice to the COMMUNITY ASSOCIATION by any INSTITUTIONAL LENDER holding, insuring or guaranteeing a mortgage encumbering any PROPERTY or UNIT, identifying the name and address of the INSTITUTIONAL LENDER and the PROPERTY or UNIT encumbered by such mortgage, any such INSTITUTIONAL LENDER will be entitled to timely written notice of:

12.1.1. Any condemnation or casualty loss that affects either a material portion of the SUBJECT PROPERTY or the PROPERTY or UNIT securing its mortgage.

12.1.2. Any 60-day default in the payment of ASSESSMENTS or charges owed to the COMMUNITY ASSOCIATION or in the performance of any obligation hereunder by the OWNER of the PROPERTY or UNIT on which it holds the mortgage.

12.1.3. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the COMMUNITY ASSOCIATION.

12.1.4. Any proposed action that requires the consent of a specified percentage of mortgage holders.

12.2. Consent of INSTITUTIONAL LENDERS. Whenever the consent or approval of any, all or a specified percentage or portion of the holder(s) of any mortgages) encumbering any PROPERTY or UNIT is required by this DECLARATION, the ARTICLES, the BYLAWS, or any applicable statute or law, to any amendment of the DECLARATION, the ARTICLES, or the BYLAWS, or to any action of the COMMUNITY ASSOCIATION, or to any other matter relating to the SUBJECT PROPERTY, the COMMUNITY ASSOCIATION may request such consent or approval of such holder(s) by written request sent certified mail, return receipt

requested (or equivalent delivery evidencing such request was delivered to and received by such holders). Any holder receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing, by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the COMMUNITY ASSOCIATION), which response must be received by the COMMUNITY ASSOCIATION within thirty (30) days after the holder receives such request, and if such response is not timely received by the COMMUNITY ASSOCIATION, the holder shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by all of the directors of the COMMUNITY ASSOCIATION, which affidavit, where necessary may be recorded in the public records of the county where the SUBJECT PROPERTY is located, and which affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters therein contained. The foregoing shall not apply where an INSTITUTIONAL LENDER is otherwise required to specifically join in an amendment to this DECLARATION.

12.3. Payment of Taxes and Insurance. Any INSTITUTIONAL LENDER may pay any taxes or assessments owed to any governmental authority by the COMMUNITY ASSOCIATION which are in default, or any overdue insurance premiums for insurance required to be purchased by the COMMUNITY ASSOCIATION pursuant to this DECLARATION, or may secure new insurance upon the lapse of a policy, and shall be owed immediate reimbursement therefor from the COMMUNITY ASSOCIATION plus interest at the highest rate permitted by law and any costs of collection, including attorneys' fees.

13. MISCELLANEOUS.

13.1. Damage or Destruction. In the event any existing UNITS are damaged or destroyed, such damaged or destroyed UNITS shall continue to be deemed UNITS for purposes of assessments, voting and use rights, unless and until all the PROPERTY owned in conjunction with the UNITS is developed with a different number of UNITS than existed prior to such damage or destruction, and the COMMUNITY ASSOCIATION is so notified in writing. Thereafter, the number of assessment units assigned to such PROPERTY will be changed to equal the number of UNITS then existing within such PROPERTY. Notwithstanding the foregoing, in the event any PROPERTY is submitted to the condominium form of ownership, such PROPERTY shall be deemed to contain the number of UNITS provided in the respective declaration of condominium, as amended from time to time, unless and until the declaration of condominium is amended to provide for a different number of UNITS within the condominium, and a copy of the amended declaration of condominium is delivered to the COMMUNITY ASSOCIATION.

13.2. Conflict With ARTICLES or BYLAWS. In the event of any conflict between the ARTICLES and the BYLAWS and this DECLARATION, this DECLARATION, the ARTICLES, and the BYLAWS, in that order, shall control.

13.3. PARCEL ASSOCIATION. Nothing contained herein shall be deemed to restrict or limit the right of DECLARANT, any PARCEL DEVELOPER, or any other OWNER of all or any portion of the SUBJECT PROPERTY to declare additional restrictions with respect to such PROPERTY, or to create any PARCEL ASSOCIATION to enforce such additional restrictions and assess the OWNERS subject to such additional restrictions for any purpose.

13.4. Authority of COMMUNITY ASSOCIATION and Delegation. Nothing contained in this DECLARATION shall be deemed to prohibit the BOARD from delegating to any one of its members, or to any officer, or to any committee or any other person, any power or right granted to the BOARD by this DECLARATION including, but not limited to, the right to exercise architectural control and to approve any deviation from any use restriction, and the BOARD is expressly authorized to so delegate any power or right granted by this DECLARATION.

13.5. Severability. The invalidation in whole or in part of any of these covenants, conditions, reservations and restrictions, or any section, subsection, sentence, clause, phrase, word or other provision of this DECLARATION shall not affect the validity of the remaining portions which shall remain in full force and effect.

13.6. Validity. In the event any court shall hereafter determine that any provisions as originally drafted herein violate the rule against perpetuities, the period specified in this DECLARATION shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law.

13.7. Assignment of DECLARANT's Rights. Any or all of the rights, privileges, or options provided to or reserved by DECLARANT in this DECLARATION, the ARTICLES, or the BYLAWS, may be assigned by DECLARANT, in whole or in part, as to all or any portion of the SUBJECT PROPERTY, to any person or entity pursuant to an assignment recorded in the public records of the county in which the SUBJECT PROPERTY is located. Any partial assignee of any of the rights of DECLARANT shall not be deemed the DECLARANT, and shall have no other rights, privileges or options other than as are specifically assigned. No assignee of DECLARANT shall have any liability for any acts of DECLARANT or any prior DECLARANT unless such assignee is assigned and agrees to assume such liability.

13.8. Performance of COMMUNITY ASSOCIATION's Duties by DECLARANT. DECLARANT shall have the right from time to time, at its sole discretion, to perform at DECLARANT's expense the duties and obligations required hereunder to be performed by the COMMUNITY ASSOCIATION, and in connection therewith to reduce the budget of the COMMUNITY ASSOCIATION and the ASSESSMENTS for COMMON EXPENSES payable by the OWNERS, provided however that any such performance on the part of DECLARANT may be discontinued by DECLARANT at any time, and any such performance shall not be deemed to constitute a continuing obligation on the part of DECLARANT.

13.9. Property Owned by DECLARANT. For purposes of this DECLARATION, any property owned and any mortgage held by any subsidiary of DECLARANT, or the parent corporation of DECLARANT, or any subsidiary of such parent, shall be deemed owned or held by DECLARANT.

13.10. Inapplicability of Condominium Act. It is acknowledged that the COMMUNITY ASSOCIATION is not intended to be a condominium association, and is not intended to and shall not be governed by the provisions of Florida Statutes, Chapter 718.

13.11. Actions Against DECLARANT. In the event the COMMUNITY ASSOCIATION or any OWNER desires to make any claim against DECLARANT, whether for money damages or otherwise, the COMMUNITY ASSOCIATION or the OWNER, as the case may be, shall give DECLARANT written notice of such claim, which notice shall state the nature of the claim, the amount of the claim, and shall request DECLARANT to elect to arbitrate such claim pursuant to such paragraph. DECLARANT shall have the right to require such claim to be submitted to binding arbitration in accordance with the rules of the American Arbitration Association then obtaining by written notice delivered to the COMMUNITY ASSOCIATION or the OWNER, as applicable, within 30 days after receipt of the foregoing notice, and if DECLARANT so elects, then such claim must be submitted to binding arbitration by the COMMUNITY ASSOCIATION or the OWNER. The result of such arbitration shall be specifically enforceable under the laws of the State of Florida. Any award or decision rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with the applicable laws of the State of Florida. In any event, the COMMUNITY ASSOCIATION shall not commence any arbitration or legal proceedings on its behalf or on behalf of the OWNERS against DECLARANT, or spend any funds in connection with any such proceedings, without a 75% vote of all the OWNERS. In connection with the foregoing, no PARCEL ASSOCIATION shall consent to the foregoing actions unless such consent is approved by 75% of the votes of all the members of the PARCEL ASSOCIATION obtained at a special meeting of the PARCEL ASSOCIATION called expressly for the purpose of approving such action.

13.12. Sale and Development Easement. As long as DECLARANT or any PARCEL DEVELOPER owns any PROPERTY or any portion of the TOTAL PROPERTY, DECLARANT or such PARCEL DEVELOPER reserves and shall have an easement over, upon, across and under the SUBJECT PROPERTY as may be reasonably required in connection with the development, construction, sale, leasing, and promotion of the SUBJECT PROPERTY, or any portion thereof, or any other property, by DECLARANT or the PARCEL DEVELOPER.

IN WITNESS WHEREOF, DECLARANT has executed this DECLARATION this 5th day of July, 2000.

Signed, Sealed and Delivered in the Presence of:

Denis H. Noah
(1) Witness Signature

Denis H. Noah
(Type/Print Name of Witness)

Shelly Conway
(2) Witness Signature

Shelly Conway
(Type/Print Name of Witness)

WEST BAY CLUB DEVELOPMENT CORPORATION, a Florida corporation

By: Frank C. Weed
Frank C. Weed, President

STATE OF FLORIDA

COUNTY OF LEE

THE FOREGOING AMENDED AND RESTATED MASTER DECLARATION was acknowledged before me this 5th day of July, 2000, by **FRANK C. WEED**, President of **WEST BAY CLUB DEVELOPMENT CORPORATION**, a Florida corporation, who executed the foregoing instrument on behalf of said corporation and who is personally known to me or who has produced _____ as identification.

My Commission Expires:

Sheldon B. Conway
MY COMMISSION # CC551205 EXPIRES
July 25, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

Sheldon B. Conway
Notary Public

Sheldon B. Conway
Type/Print Name of Notary

Commission No. CC551205

RECEIVED
JUN 22 2004
PERMIT COUNTER

DCI 2004-00046

MASTER DECLARATION

FOR

WEST BAY CLUB

EXHIBIT "A" - LEGAL DESCRIPTION OF SUBJECT PROPERTY

THE FOLLOWING LOTS OR TRACTS AS SHOWN ON THE PLAT OF WEST BAY CLUB, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 62, AT PAGES 79 THROUGH 111, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA:

LOTS 1 THROUGH 35, OF BLOCK A

LOTS 44 THROUGH 55, OF BLOCK B

LOTS 1 THROUGH 53, OF BLOCK C

LOTS 1 THROUGH 30, OF BLOCK D

LOTS 1 THROUGH 13, OF BLOCK E

LOTS 50 THROUGH 66, OF BLOCK F

LOTS 1 THROUGH 63, OF BLOCK G

TRACT MF-4

TRACT MF-5

THE FOLLOWING LOTS AS SHOWN ON THE PLAT OF WEST BAY CLUB UNIT II, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 66, AT PAGES 82 AND 83, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA:

LOTS 14 THROUGH 32, BLOCK E

LOTS 34 THROUGH 49, BLOCK F

VCI 2004-00046

THE FOLLOWING LOTS OR TRACTS AS SHOWN ON THE PLAT OF WESTLAKE COURT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 67, AT PAGES 91 AND 92, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA:

LOTS 1 THROUGH 13

TRACT A

RECEIVED
JUN 22 2004
PERMIT COUNTER

OR BK 03257 PG 0126

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of WEST BAY CLUB COMMUNITY ASSOCIATION, INC., a Florida corporation, filed on February 20, 1998, as shown by the records of this office.

The document number of this corporation is N98000001010.

RECEIVED
JUN 2 2 2004
PERMIT COUNTER

DCI 2004-00046

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Twentieth day of February, 1998

Sandra B. Mortham
Secretary of State

CR2EO22 (2-95)

EXHIBIT "B" TO DECLARATION

RECORDED & RETURNED

ARTICLES OF INCORPORATION

OF

WEST BAY CLUB COMMUNITY ASSOCIATION, INC.

FILED

98 FEB 20 PM 3:05

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

OR3064 P61089

PREAMBLE:

WEST BAY CLUB DEVELOPMENT CORPORATION, a Florida corporation, hereinafter referred to as "DECLARANT", owns certain property in Collier County, Florida. DECLARANT intends to record a Master Declaration for West Bay Club (the "DECLARATION") which will affect the property. This Association is being formed to administer the DECLARATION and to perform, among other things, the duties and exercise the powers pursuant to the DECLARATION, as and when the DECLARATION is recorded in the Public Records of Collier County, Florida, with these Articles attached as an Exhibit. All of the definitions contained in the DECLARATION shall apply to these Articles, and to the Bylaws of the COMMUNITY ASSOCIATION. Until such time as the DECLARATION is so recorded, the incorporator shall be the member of the COMMUNITY ASSOCIATION.

ARTICLE 1 - NAME AND ADDRESS:

The name of the corporation is: WEST BAY CLUB COMMUNITY ASSOCIATION, INC. (hereinafter referred to as the "COMMUNITY ASSOCIATION"). The initial address of the principal office of the COMMUNITY ASSOCIATION and the initial mailing address of the COMMUNITY ASSOCIATION is 2601 South Bayshore Drive, Miami, Florida 33133.

ARTICLE 2 - PURPOSE

The purposes for which the COMMUNITY ASSOCIATION is organized are as follows:

2.1 To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.

2.2 To administer, enforce and carry out the terms and provisions of the DECLARATION, as same may be amended from time to time.

2.3 To administer, enforce and carry out the terms and provisions of any other declaration of covenants and restrictions, or similar document, submitting property to the jurisdiction of, or assigning responsibilities, rights or duties to the COMMUNITY ASSOCIATION, and accepted by the BOARD.

2.4 To promote the health, safety, welfare, comfort, and social and economic welfare of the members and residents of the SUBJECT PROPERTY, as authorized by the DECLARATION, by these ARTICLES, and by the BYLAWS.

ARTICLE 3 - POWERS

The COMMUNITY ASSOCIATION shall have the following powers:

3.1 All of the common law and statutory powers of a corporation not-for-profit under the laws of Florida which are not in conflict with the terms of these ARTICLES.

3.2 All of the powers, express or implied, granted to the COMMUNITY ASSOCIATION by the DECLARATION or which are reasonably necessary in order for the COMMUNITY ASSOCIATION to administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the DECLARATION.

3.3 To make, establish and enforce rules and regulations governing the use and maintenance of the SUBJECT PROPERTY.

OR BK 03257 PG 0147

3.4 To make and collect ASSESSMENTS against the members to defray the costs, expenses, reserves and losses incurred or to be incurred by the COMMUNITY ASSOCIATION and to use the proceeds thereof in the exercise of the COMMUNITY ASSOCIATION's powers and duties.

3.5 To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

3.6 To purchase insurance for the protection of the COMMUNITY ASSOCIATION, its officers, directors, the members, and such other parties as the COMMUNITY ASSOCIATION may determine to be in the best interests of the COMMUNITY ASSOCIATION.

3.7 To operate, maintain, repair, and improve all COMMON AREAS, and such other portions of the SUBJECT PROPERTY as may be determined by the BOARD from time to time.

3.8 To exercise architectural control over all buildings, structures and improvements to be placed or constructed upon any portion of the SUBJECT PROPERTY pursuant to the DECLARATION.

3.9 To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the members and residents of the SUBJECT PROPERTY as the BOARD in its discretion determines necessary or appropriate.

3.10 To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the COMMUNITY ASSOCIATION and/or to contract with others for the performance of such obligations, services and/or duties.

3.11 To operate and maintain the surface water management and drainage system for the SUBJECT PROPERTY as permitted by any controlling governmental authority, including all lakes, retention areas, culverts, and related appurtenances.

3.12 To sue and be sued.

ARTICLE 4 - MEMBERS

4.1 MEMBERS.

4.1.1 OWNERS. Each OWNER shall be a member of the COMMUNITY ASSOCIATION, except as otherwise provided in the DECLARATION. Such memberships shall be initially established upon the recording of these ARTICLES and the DECLARATION among the public records of the county in which the SUBJECT PROPERTY is located.

4.1.2 Notwithstanding the foregoing, no governmental authority or utility company shall be deemed a member unless one or more UNITS actually exist upon the PROPERTY owned by such governmental authority or utility company, in which event the governmental authority or utility company will be a member only with respect to the PROPERTY owned in conjunction with such UNIT(s).

4.1.3 CLUB. The CLUB shall be a member of the COMMUNITY ASSOCIATION.

4.1.4 DECLARANT AND PARCEL DEVELOPERS. DECLARANT and each PARCEL DEVELOPER shall be a member of the COMMUNITY ASSOCIATION so long as they own any PROPERTY.

4.2 Transfer of Membership. In the case of an OWNER, transfer of membership in the COMMUNITY ASSOCIATION shall be established by the recording in the Public Records of the county in which the SUBJECT PROPERTY is located, of a deed or other instrument establishing a transfer of record title to any PROPERTY for which membership has already been established as hereinabove provided, the OWNER designated by such instrument of conveyance thereby becoming a member, and the prior OWNER's membership thereby being terminated. In the event of death of an OWNER, his membership shall be automatically

OR3064 PG1090

OR BK 03357 PG 0146

7.6 The COMMUNITY ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any PERSON who is or was a director, officer, employee or agent of the COMMUNITY ASSOCIATION, or is or was serving at the request of the COMMUNITY ASSOCIATION as a director, officer, employee 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, as arising out of his status as such, whether or not the COMMUNITY ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE 8 - BYLAWS

The first BYLAWS shall be adopted by the BOARD, and may be altered, amended or rescinded in the manner provided by the BYLAWS.

ARTICLE 9 - AMENDMENTS

Amendments to these ARTICLES shall be proposed and adopted in the following manner:

9.1 A majority of the BOARD shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members, which may be the annual or a special meeting.

9.2 Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided in the BYLAWS for the giving of notice of a meeting of the members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

9.3 At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the entire membership of the COMMUNITY ASSOCIATION.

9.4 Any number of amendments may be submitted to the members and voted upon by them at any one meeting.

9.5 In addition to the above, so long as DECLARANT appoints a majority of the directors of the COMMUNITY ASSOCIATION, DECLARANT shall be entitled to unilaterally amend these ARTICLES and the BYLAWS. Furthermore, no amendment shall make any changes which would in any way affect any of the rights, privileges, power or options herein provided in favor of, or reserved to, DECLARANT, unless DECLARANT joins in the execution of the amendment.

9.6 Upon the approval of an amendment to these ARTICLES, Articles of Amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of the county in which the SUBJECT PROPERTY is located.

9.7 If any mortgage encumbering any UNIT is guaranteed or insured by the Federal Housing Administration or by the Veterans Administration, then the following action made by DECLARANT, or made by the members, prior to the completion of 75% of all of the UNITS which may be built within the SUBJECT PROPERTY, must be approved by either such agency: any annexation of additional properties; any merger, consolidation, or dissolution of the COMMUNITY ASSOCIATION; any mortgaging of any COMMON AREA; and any amendment to these ARTICLES or the BYLAWS, if such amendment materially and adversely affects the members or materially and adversely affects the general scheme of development created by the DECLARATION, provided however such approval shall specifically not be required where the amendment is made to correct errors for omissions, or is required to comply with the requirements of any INSTITUTIONAL LENDER, or is required by any governmental authority. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any amendment to DECLARANT or to the COMMUNITY ASSOCIATION within 20 days after a request for such approval is delivered to the agency by certified mail, return

OR3064 P61093

OR BK 03357 PG 0151

receipt requested or equivalent delivery, and such approval shall be conclusively evidenced by a certificate of DECLARANT or the COMMUNITY ASSOCIATION that the approval was given or deemed given.

ARTICLE 10 - TERM

The COMMUNITY ASSOCIATION shall have perpetual existence.

ARTICLE 11 - INCORPORATOR

The name and street address of the incorporator is: Joel K. Goldman, 2601 South Bayshore Drive, Miami, Florida 33133.

ARTICLE 12 - INITIAL REGISTERED OFFICE ADDRESS AND NAME OF INITIAL REGISTERED AGENT

The initial registered office of the COMMUNITY ASSOCIATION shall be at 2601 South Bayshore Drive, Miami, Florida 33133. The initial registered agent of the COMMUNITY ASSOCIATION at that address is Joel K. Goldman.

ARTICLE 13 - DISSOLUTION

The COMMUNITY ASSOCIATION may be dissolved as provided by law, provided that any such dissolution shall require the affirmative vote of 80% of all of the members. In the event of dissolution or final liquidation of the COMMUNITY ASSOCIATION, the assets, both real and personal of the COMMUNITY ASSOCIATION, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the COMMUNITY ASSOCIATION. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the COMMUNITY ASSOCIATION. No such disposition of COMMUNITY ASSOCIATION properties shall be effective to divest or diminish any right or title of any OWNER vested under the DECLARATION unless made in accordance with the provisions of such DECLARATION.

IN WITNESS WHEREOF, the incorporator and the initial registered agent have executed these ARTICLES. By executing these ARTICLES, the undersigned registered agent accepts the appointment as registered agent and states that the undersigned is familiar with, and accepts, the obligations of that position.

WITNESSES:

Hannah L Wilson

Christine Raymond

Joel K. Goldman, as Incorporator and as Registered Agent

STATE OF FLORIDA

SS:

COUNTY OF ~~DADE~~ MIAMI-DADE

The foregoing instrument was acknowledged before me this 17 day of FEB, 1998 by Joel K. Goldman, as Incorporator and as Registered Agent. He/she is personally known to me or has produced _____ as identification.

DCI 2004-00046

Hannah L Wilson

NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

UNOFFICIAL NOTARY SEAL
HANNAH L WILSON
COMMISSION NUMBER
CC525713
MY COMMISSION EXPIRES
FEB. 8,2000

MASTER ARTICLES-6

RECEIVED
JUN 22 2004
PERMIT COUNTER

OR3064 PG1091

OR BK 03357 PG 0152

FILED
99 MAR 17 PM 12:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION
OF
WEST BAY CLUB COMMUNITY ASSOCIATION, INC.
(a Florida not for profit corporation)

TO: Department of State
Tallahassee, Florida 32304

Pursuant to the provisions of Section 617.1006 of the Florida Statutes, the undersigned corporation adopts the following articles of amendment to its Articles of Incorporation:

1. NAME: The name of the corporation is West Bay Club Community Association, Inc., a Florida not for profit corporation (the "Corporation").

2. TEXT OF AMENDMENT:

The location of the property as set forth in the first sentence of the Preamble of the original Articles of Incorporation as being located in Collier County, Florida, is hereby amended to be Lee County, Florida.

3. The undersigned hereby states that this Amended Articles of Incorporation was adopted by the Board of Directors of the Corporation on March 10, 1999. The number of votes cast for the amendment was sufficient for approval. This amendment was adopted by the members on March 10, 1999.

4. The remainder of the provisions of the Articles of Incorporation shall remain as filed on February 20, 1998.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment this 11th day of March, 1999.

By: _____
Joel K. Goldman, Vice President

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 11th day of March 1999, by Joel K. Goldman, Vice President of West Bay Club Community Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

My commission expires:

_____
Hannah L. Wilson, Notary Public

OFFICIAL NOTARY SEAL
HANNAH L WILSON
COMMISSION NUMBER
CC525713
MY COMMISSION EXPIRES
FEB. 6,2000

OR BK 03357 PG 0153

H:\SHARED\LEGAL\ASSOCIAT\WEST-BAY\ARTICLES.AMD

RECEIVED
JUN 22 2004
PERMIT COUNTER

DCI 2004-00046

EXHIBIT "C" TO DECLARATION

BYLAWS
OF
WEST BAY CLUB COMMUNITY ASSOCIATION, INC.,
a Florida corporation not-for-profit

1. GENERAL.

1.1. Identity. These are the BYLAWS OF WEST BAY CLUB COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "COMMUNITY ASSOCIATION," a corporation not-for-profit formed under the laws of the State of Florida. The COMMUNITY ASSOCIATION has been organized for the purposes stated in the Articles of Incorporation, and shall have all of the powers provided in these BYLAWS, the Articles of Incorporation, the Master Declaration for WEST BAY CLUB (hereinafter referred to as the "DECLARATION"), and any other statute or law of the State of Florida, or any other power incident to any of the above powers.

1.2. Principal Office. The principal office of the COMMUNITY ASSOCIATION shall be at such place as the BOARD may determine from time to time.

1.3. Fiscal Year. The fiscal year of the COMMUNITY ASSOCIATION shall be the calendar year.

1.4. Seal. The seal of the COMMUNITY ASSOCIATION shall have inscribed upon it the name of the COMMUNITY ASSOCIATION, the year of its incorporation and the words "Corporation Not-for-Profit." Said seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the COMMUNITY ASSOCIATION.

1.5. Inspection of Books and Records. The records of the COMMUNITY ASSOCIATION shall be open to inspection by the members, and all holders, insurers, or guarantors of any first mortgage encumbering any PROPERTY, upon request, during normal business hours or under other reasonable circumstances. Such records of the COMMUNITY ASSOCIATION shall include current copies of the DECLARATION, ARTICLES, BYLAWS, any Rules and Regulations of the COMMUNITY ASSOCIATION, and any amendments thereto, any contracts entered into by the COMMUNITY ASSOCIATION, and the books, records and financial statements of the COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION shall be required to make available to prospective purchasers of any PROPERTY or UNIT current copies of the DECLARATION, ARTICLES and BYLAWS, and the most recent annual financial statement of the COMMUNITY ASSOCIATION.

1.6. Definitions. Unless the context otherwise requires, all terms used in these BYLAWS shall have the same meaning as are attributed to them in the DECLARATION and the ARTICLES.

2. MEMBERSHIP IN GENERAL.

2.1. Qualification. The qualification of members, the manner of their admission to membership and the termination of such membership shall be as set forth in the ARTICLES.

2.2. Changes in Members. Change of membership in the COMMUNITY ASSOCIATION shall be as provided in the ARTICLES.

2.3. Member Register. The secretary of the COMMUNITY ASSOCIATION shall maintain a register in the office of the COMMUNITY ASSOCIATION showing the names and addresses of the members. Upon request from the COMMUNITY ASSOCIATION, each PARCEL ASSOCIATION shall supply the COMMUNITY ASSOCIATION with a current list of the names and addresses of the OWNERS of UNITS or PROPERTY subject to the jurisdiction of the PARCEL ASSOCIATION. Each member shall at all times advise the secretary of any change of address of the member, of any change of ownership of the member's UNIT(S) or PROPERTY, and of any change in the UNITS and PLANNED UNITS within the member's PROPERTY. The COMMUNITY ASSOCIATION shall not be responsible for reflecting any changes, until notified of such changes in writing. Any mortgagee of any PROPERTY may register by notifying the COMMUNITY ASSOCIATION in writing of its mortgage. In the event the COMMUNITY ASSOCIATION files a claim of lien which affects any PROPERTY encumbered by the mortgage of a registered mortgagee, a copy of the claim of lien shall be mailed to the registered mortgagee.

OR 3096 PG 1095

FILED 03:37 PM 0154

3. MEMBERSHIP VOTING.

3.1. Voting Rights. Voting shall be as provided in the DECLARATION and the ARTICLES.

3.2. Majority Vote and Quorum Requirements. The acts approved by a majority of the votes cast in person or by proxy at a meeting of the members at which a quorum is present shall be binding upon all members for all purposes, except where otherwise provided by law, in the DECLARATION, the ARTICLES or in these BYLAWS. Unless otherwise so provided or required by law, at any regular or special meeting, the presence in person or by proxy of persons entitled to cast a 25% of the votes of the entire membership at the time of such vote shall constitute a quorum.

3.3. Determination as to Voting Rights. If the PROPERTY associated with the membership of any member is owned by more than one PERSON, or by a corporation, partnership, trust, or other entity, the votes of the member may be cast at any meeting by any co-member, as hereafter defined, but if when the vote is to be cast, a dispute arises between the co-members as to how the vote will be cast, they shall lose the right to cast the votes of the member on the matter being voted upon, but their votes shall continue to be counted for purposes of determining the existence of a quorum. For purposes of this Paragraph, the partners, trustees, or other principals of any entity other than a corporation shall be deemed co-members, and the directors and officers of a corporation shall be deemed co-members.

3.4. Proxies. Every member entitled to vote at a meeting of the members, or to express consent or dissent without a meeting, may authorize another person to act on the member's behalf by a proxy. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. Any such proxy shall be delivered to the Secretary of the COMMUNITY ASSOCIATION, or the person acting as secretary at the meeting, at or prior to the time designated in the order of business for so delivering such proxies. A proxy is effective only for the specific meeting for which originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires 90 days after the date of the meeting for which it was originally given. Every proxy shall be revocable at any time at the pleasure of the person who executes it. If the proxy form so provides, any proxy holder may appoint, in writing, a substitute to act in his place.

4. MEMBERSHIP MEETINGS.

4.1. Who May Attend. Any member or co-member, as described in Paragraph 3.3, may attend any meeting of the members. However, the votes of any member shall be cast in accordance with the provisions of Paragraph 3 above. Any PERSON not expressly authorized to attend a meeting of the members, as set forth above, may be excluded from any meeting of the members by the presiding officer of the meeting. INSTITUTIONAL LENDERS have the right to attend all meetings of the members.

4.2. Place. All meetings of the members shall be held at the principal office of the COMMUNITY ASSOCIATION or at such other place and at such time as shall be designated by the BOARD and stated in the notice of meeting.

4.3. Notices. Written notice stating the place, day and hour of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each member not less than 10 nor more than 60 days before the date of the meeting, either personally or by first class mail, by or at the direction of the President, the Secretary or the officer or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the member at the member's address as it appears on the records of the COMMUNITY ASSOCIATION, unless such member shall have filed a written request with the Secretary of the COMMUNITY ASSOCIATION stating that notices to him be mailed to some other address. For the purpose of determining members entitled to notice of, or to vote at, any meeting of the members, or in order to make a determination of the members for any other purpose, the BOARD shall be entitled to rely upon the member register as same exists ten days prior to the giving of the notice of any meeting, and the BOARD shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so. Notwithstanding the foregoing, only one notice shall be required to be given with respect to any membership, which may be sent to any one co-member as defined in Paragraph 3.3 of these BYLAWS. Notwithstanding anything contained herein to the contrary, as to completed UNITS, any notice to a member owning a completed UNIT may be sent to the mailing address of the UNIT without naming the member, unless the member notifies the COMMUNITY ASSOCIATION that notices to the member are to be sent to another address.

OR3064 P61096

O.R. M 03837 FB 0155

4.4. Waiver of Notice. Whenever any notice is required to be given to any member under the provisions of the ARTICLES or these BYLAWS, or as otherwise provided by law, a waiver thereof in writing signed by the PERSON or PERSONS entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except when the member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

4.5. Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business shall be held in the first calendar quarter of each year as shall be selected by the BOARD and as is contained in the notice of such meeting. If the BOARD fails to call such meeting by the end of the first calendar quarter of any year, then within thirty (30) days after the written request of any member, or any Officer or director of the COMMUNITY ASSOCIATION, the Secretary shall call an annual meeting. During the period when DECLARANT appoints a majority of the directors, no annual meetings will be required.

4.6. Special Meetings. Special meetings of the members may be requested at any time by written notice to the Secretary by any director, the President, or by written petition signed by at least 25 member(s), or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting shall be given by the Secretary, or other officer of the COMMUNITY ASSOCIATION, to all of the members within thirty (30) days after same is duly requested, and the meeting shall be held within forty-five (45) days after same is duly requested.

4.7. Adjournments. Any meeting may be adjourned or continued by a majority of the votes present at the meeting in person or by proxy, regardless of a quorum, or if no member entitled to vote is present at a meeting, then any officer of the COMMUNITY ASSOCIATION, may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to members not present at the original meeting, without giving notice to the members which were present at such meeting.

4.8. Organization. At each meeting of the members, the President, the Vice President, or any person chosen by a majority of the members present, in that order, shall act as chairman of the meeting. The Secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting shall act as Secretary of the meeting.

4.9. Order of Business. The order of business at the annual meetings of the members shall be:

4.9.1. Determination of chairman of the meeting;

4.9.2. Calling of the roll and certifying of proxies;

4.9.3. Proof of notice of meeting or waiver of notice;

4.9.4. Reading and disposal of any unapproved minutes;

4.9.5. Election of inspectors of election;

4.9.6. Election of directors;

4.9.7. Reports of directors, officers or committees;

4.9.8. Unfinished business;

4.9.9. New business; and

4.9.10. Adjournment

4.10. Minutes. The minutes of all meetings of the members shall be kept in a book available for inspection by the members or their authorized representatives, and the members of the BOARD, at any reasonable time. The COMMUNITY ASSOCIATION shall retain these minutes for a period of not less than seven (7) years.

4.11. Actions Without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the members may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members having

OR3064 PG1097

OR 3064 PG 0135

not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. The consent for any member need only be signed by one co-member as defined in Paragraph 3.3 of these BYLAWS.

5. BOARD.

5.1. Number of Directors. The affairs of the COMMUNITY ASSOCIATION shall be managed by a BOARD comprised of not less than three directors. So long as DECLARANT is entitled to appoint a majority of the directors pursuant to the ARTICLES or in accordance with applicable law, the number of directors will be determined, and may be changed from time to time, by DECLARANT by written notice to the BOARD. Thereafter, the number of directors shall be equal to the number of PARCELS, plus one for the CLUB, plus any directors which DECLARANT is entitled to appoint pursuant to the ARTICLES or by law.

5.2. Election of Directors by Members. Election of directors to be elected by the members other than DECLARANT shall be conducted in the following manner:

5.2.1. At any time when members other than DECLARANT are to first elect any directors, a special meeting of the members may be called to elect such directors. In the absence of such a meeting, the directors appointed by DECLARANT may continue to serve until the next annual meeting of the members. In the event such a special meeting is called and held, and directors are elected by the members, at such special meeting the members may elect to not hold the next annual meeting of the members if such next annual meeting is less than six (6) months after the date of the special meeting. Upon such election, the next annual meeting shall not be held.

5.2.2. Except as provided above, the members shall elect directors at the annual members' meetings, unless a special meeting of the members is called in order to fill a vacancy on the BOARD.

5.2.3. Nominating Committee. Prior to any special or annual meeting at which directors are to be elected by the members, the existing BOARD may nominate a committee, which committee shall nominate one person for each director to be elected by the members. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

5.2.4. So long as members other than DECLARANT are entitled to elect less than a majority of the directors, all directors elected by the members other than DECLARANT shall be elected "at large". The election of any such director(s) shall be by ballot that the members cast, in person or by proxy, and by a plurality of the votes cast. There will be no quorum requirements at a meeting to elect such directors.

5.2.5. After members other than DECLARANT are entitled to elect a majority of the directors, there shall be one director elected or appointed from each PARCEL, and one director appointed from the CLUB, unless no one from a PARCEL or the CLUB is able or willing to serve. The director elected or appointed from a PARCEL must be an OWNER or resident or a UNIT within the PARCEL, unless no such OWNER or resident is willing to serve.

5.2.5.1. If a PARCEL is subject to the jurisdiction of a separate PARCEL ASSOCIATION, the president of such PARCEL ASSOCIATION, or a person designated in writing by him, shall be the director from such PARCEL. The director from such PARCEL may be removed or replaced at any time by the president of the PARCEL ASSOCIATION.

5.2.5.2. If a PARCEL is not subject to the jurisdiction of a separate PARCEL ASSOCIATION, the director from that PARCEL shall be elected solely by the OWNERS within the PARCEL. The election of such director shall be by ballot that the OWNERS cast, in person or by proxy, and by a plurality of the votes cast. There will be no quorum requirements at a meeting to elect directors. The director from such PARCEL may be removed or replaced at any time by a vote of the OWNERS within the PARCEL.

5.2.5.3. The president of the CLUB, or a person designated by him in writing, shall be the director from the CLUB. The director from the CLUB may be removed or replaced at any time by the president of the CLUB.

OR3064 Pg1098

DI M 03397 FB 0157

5.2.5.4. Notwithstanding the foregoing, if at any meeting where a director from a PARCEL is to be elected or replaced, no one is nominated or is willing to serve, the remaining directors may appoint any OWNER or resident of a UNIT within the PARCEL to be the director from the PARCEL.

5.2.6. NOTWITHSTANDING THE FOREGOING, THE ELECTION OF DIRECTORS BY THE MEMBERS SHALL BE DONE IN CONFORMANCE WITH ANY APPLICABLE MANDATORY STATUTORY REQUIREMENTS HEREAFTER ADOPTED, AS SAME MAY BE AMENDED FROM TIME TO TIME, AND SAME SHALL CONTROL OVER ANY CONFLICTING PROVISIONS OF THESE BYLAWS.

5.3. Organizational Meeting. The newly elected BOARD shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten days of same at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

5.4. Regular Meetings. Regular meetings of the BOARD may be held at such time and place as shall be determined, from time to time, by a majority of the directors. The BOARD shall notify all members as to scheduled dates of the BOARD's regular meetings, but will not be required to send notices of each meeting to the members. The BOARD shall place notices of regular meetings at conspicuous places on the SUBJECT PROPERTY, including all guardhouses, as reasonably determined by the BOARD at least 48 hours before any regular meeting, except in the case of an emergency.

5.5. Special Meetings. Special meetings of the BOARD may be called by any director, or by the President, at any time. The BOARD shall place notices of special meetings at conspicuous places on the SUBJECT PROPERTY, including all guardhouses, as reasonably determined by the BOARD at least 48 hours before any special meeting, except in the case of an emergency.

5.6. Notice of Meetings. Notice of each meeting of the BOARD shall be given by the Secretary, or by any other officer or director, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each director either personally or by telephone or telegraph, at least 24 hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, at least three days before the day on which such meeting is to be held. Notice of a meeting of the BOARD need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place, the time or the manner in which the meeting has been called or convened, except when a director or states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the BOARD need be specified in any notice or waiver of notice of such meeting.

5.7. Attendance at BOARD Meetings. All meetings of the BOARD shall be open to all members and INSTITUTIONAL LENDERS. A director may appear at a BOARD meeting by telephone conference, but in that event a telephone speaker shall be attached so that any discussion may be heard by the directors and any members present as in an open meeting.

5.8. Quorum and Manner of Acting. A majority of the BOARD determined in the manner provided in these BYLAWS shall constitute a quorum for the transaction of any business at a meeting of the directors. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the BOARD, unless the act of a greater number of directors is required by statute, the DECLARATION, the ARTICLES or by these BYLAWS.

5.9. Adjourned Meetings. A majority of the directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the BOARD to another place and time. Notice of any such adjourned meeting shall be given to the directors who are not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors. Any business that might have been transacted at the meeting as originally called may be transacted at any adjourned meeting without further notice.

5.10. Presiding Officer. The presiding officer of the directors' meetings shall be the Chairman of the BOARD if such an officer is elected; and if none, the President of the COMMUNITY ASSOCIATION shall preside if the President is a director. In the absence of the presiding officer, the directors shall designate one of their members to preside.

5.11. Order of Business. The order of business at a directors' meeting shall be:

5.11.1. Calling of roll;

OR M 08357 PG 0152

5.11.2. Proof of due notice of meeting;

5.11.3. Reading and disposal of any unapproved minutes;

5.11.4. Reports of officers and committees;

5.11.5. Election of officers (at the meeting after the annual members meeting or where required to replace any officer);

5.11.6. Unfinished business;

5.11.7. New business, and

5.11.8. Adjournment.

5.12. Minutes of Meetings. The minutes of all meetings of the BOARD shall be kept in a book available for inspection by the members, or their authorized representatives, and the directors at any reasonable time.

5.13. Committees. The BOARD may, by resolution duly adopted, appoint committees. Any committee shall have and may exercise such powers, duties and functions as may be determined by the BOARD from time to time, which may include any powers which may be exercised by the BOARD and which are not prohibited by law from being exercised by a committee.

5.14. Resignation. Any director of the COMMUNITY ASSOCIATION may resign at any time by giving written notice of his resignation to the BOARD or Chairman of the BOARD or the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.15. Directors Appointed by DECLARANT. Notwithstanding anything contained herein to the contrary, DECLARANT shall have the right to appoint the maximum number of directors in accordance with the privileges granted to it pursuant to the ARTICLES and these BYLAWS. All directors appointed by DECLARANT shall serve at DECLARANT's pleasure, and DECLARANT shall have the absolute right, at any time, and in its sole discretion, to remove any director appointed by it, and to replace such director with another person to serve on the BOARD. DECLARANT may waive its right to appoint one or more directors which it has the right to appoint at any time upon written notice to the COMMUNITY ASSOCIATION, and thereafter such director(s) shall be elected by the members.

5.16. Compensation. The directors shall not be entitled to any compensation for serving as directors unless the members approve such compensation, provided however the COMMUNITY ASSOCIATION may reimburse any director for expenses incurred on behalf of the COMMUNITY ASSOCIATION without approval by the members.

5.17. Powers and Duties. The directors shall have the right to exercise all of the powers and duties of the COMMUNITY ASSOCIATION, express or implied, existing under these BYLAWS, the ARTICLES, the DECLARATION, or as otherwise provided by statute or law. Such powers and duties of the directors shall include, without limitation (except as limited elsewhere herein), the following:

5.17.1. The operation, care, upkeep and maintenance of the COMMON AREAS, and any other portion of the SUBJECT PROPERTY determined to be maintained by the BOARD.

5.17.2. The determination of the expenses required for the operation of the COMMUNITY ASSOCIATION.

5.17.3. The collection of ASSESSMENTS for COMMON EXPENSES from the members.

5.17.4. The employment and dismissal of personnel.

5.17.5. The adoption and amendment of rules and regulations covering the details of the operation and use of PROPERTY owned and/or maintained by the COMMUNITY ASSOCIATION.

5.17.6. Maintaining bank accounts on behalf of the COMMUNITY ASSOCIATION and designating signatories required therefor.

5.17.7. Obtaining and reviewing insurance for PROPERTY owned and/or maintained by the COMMUNITY ASSOCIATION.

5.17.8. The making of repairs, additions and improvements to, or alterations of, PROPERTY owned and/or maintained by the COMMUNITY ASSOCIATION.

OR3064 PG1100

OR M 03357 FB 0153

5.17.9. Borrowing money on behalf of the COMMUNITY ASSOCIATION; provided, however, that (i) a 2/3 vote of the members present in person or by proxy, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these BYLAWS, shall be required for the borrowing of any sum in excess of $25,000.00; and (ii) no lien to secure repayment of any sum borrowed may be created on any PROPERTY without the consent of the OWNER of such PROPERTY.

5.17.10. Contracting for the management and maintenance of PROPERTY owned and/or maintained by the COMMUNITY ASSOCIATION authorizing a management agent or company to assist the COMMUNITY 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 AREAS with funds as shall be made available by the COMMUNITY ASSOCIATION for such purposes. The COMMUNITY ASSOCIATION and its officers shall, however, retain at all times the powers and duties granted by all COMMUNITY ASSOCIATION documents and the DECLARATION, including, but not limited to, the making of ASSESSMENTS, promulgation of rules, and execution of contracts on behalf of the COMMUNITY ASSOCIATION.

5.17.11. Exercising all powers specifically set forth in the DECLARATION, the ARTICLES, these BYLAWS, and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.

5.17.12. Entering into and upon any portion of the SUBJECT PROPERTY, including UNITS, when necessary to maintain, care and preserve any PROPERTY in the event the respective PARCEL ASSOCIATION or OWNER fails to do so.

5.17.13. Collecting delinquent ASSESSMENTS by suit or otherwise, abating nuisances, and enjoining or seeking damages from the OWNERS for violations of these BYLAWS and the terms and conditions of the DECLARATION or of the Rules and Regulations of the COMMUNITY ASSOCIATION.

5.17.14. Acquiring and entering into agreements whereby the COMMUNITY ASSOCIATION acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, whether or not contiguous to the lands operated by the COMMUNITY ASSOCIATION, intended to provide for the enjoyment, recreation, or other use and benefit of the members and declaring expenses in connection therewith to be COMMON EXPENSES; all in such form and in such manner as may be deemed by the BOARD to be in the best interest of the COMMUNITY ASSOCIATION, and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

6. OFFICERS.

6.1. Members and Qualifications. The officers of the COMMUNITY ASSOCIATION shall include a President, a Vice President, a Treasurer and a Secretary, all of whom shall be elected by the directors of the COMMUNITY ASSOCIATION and may be pre-emptively removed from office with or without cause by vote of the directors at any meeting by concurrence of a majority of the directors. Any person may hold two or more offices except that the President shall not also be the Secretary. The BOARD may, from time to time, elect such other officers and designate their powers and duties as the BOARD shall find to be appropriate to manage the affairs of the COMMUNITY ASSOCIATION from time to time. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these BYLAWS.

6.2. Resignations. Any officer of the COMMUNITY ASSOCIATION may resign at any time by giving written notice of his resignation to any director, the President or the Secretary. Any such resignation shall take effect at the time specified therein, or if there is no time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

6.3. Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause may be filled for the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these BYLAWS for the regular election or appointment of such office.

6.4. The President. The President shall be the chief executive officer of the COMMUNITY ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of president of an association or corporation including, but not limited to, the power to appoint committees

OR3064 P61101

93 LT 03357 FB 0150

from among the members from time to time, as he may in his discretion deem appropriate to assist in the conduct of the affairs of the COMMUNITY ASSOCIATION.

6.5. The Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also assist the President generally and exercise such other powers and perform such other duties as may be prescribed by the BOARD.

6.6. The Secretary. The Secretary shall prepare and keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the COMMUNITY ASSOCIATION and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the COMMUNITY ASSOCIATION, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association, and as may be required by the BOARD or the President.

6.7. The Treasurer. The Treasurer shall have custody of all property of the COMMUNITY ASSOCIATION, including funds, securities, and evidences of indebtedness. He shall keep books of account for the COMMUNITY ASSOCIATION in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the BOARD for examination at reasonable times. He shall submit a Treasurer's Report to the BOARD at reasonable intervals and shall perform all other duties incident to the office of treasurer. He shall collect all ASSESSMENTS and shall report promptly to the BOARD the status of collections.

6.8. Compensation. The officers of the COMMUNITY ASSOCIATION shall not be entitled to compensation unless the BOARD specifically votes to compensate them. However, neither this provision, nor the provision that directors will not be compensated unless otherwise determined by the members, shall preclude the BOARD from employing a director or an officer as an employee of the COMMUNITY ASSOCIATION and compensating such employee, nor shall they preclude the COMMUNITY ASSOCIATION from contracting with a director for the management of PROPERTY subject to the jurisdiction of the COMMUNITY ASSOCIATION, or for the provision of services to the COMMUNITY ASSOCIATION, and in either such event to pay such director a reasonable fee for such management or provision of services.

7. FINANCES AND ASSESSMENTS.

7.1. Adoption of the Budget.

7.1.1. Not less than 45 days prior to the commencement of any calendar year of the COMMUNITY ASSOCIATION, the BOARD shall adopt a budget for such calendar year, necessary to defray the COMMON EXPENSES of the COMMUNITY ASSOCIATION for such calendar year. The COMMON EXPENSES of the COMMUNITY ASSOCIATION shall include all expenses of any kind or nature whatsoever incurred, or to be incurred, by the COMMUNITY ASSOCIATION for the operation of the PROPERTY owned and/or operated by the COMMUNITY ASSOCIATION, and for the proper operation of the COMMUNITY ASSOCIATION itself, including, but not limited to, the expenses of the operation, maintenance, repair, or replacement of the COMMON AREAS; costs of carrying out the powers and duties of the COMMUNITY ASSOCIATION; all insurance premiums and expenses, including fire insurance and extended coverage; reasonable reserves for purchases, deferred maintenance, replacements, betterments, and unknown contingencies; and all other expenses designated as COMMON EXPENSES by these BYLAWS, the DECLARATION, the ARTICLES, or any other applicable statute or law of the State of Florida. If pursuant to any agreement entered into by the COMMUNITY ASSOCIATION, any expense of the COMMUNITY ASSOCIATION is to be shared with any PERSON(S), then the annual budget of the COMMUNITY ASSOCIATION shall contain a separate classification for such expense(s). In the event the BOARD fails to adopt an annual budget for any year, the prior year's budget shall remain in effect until a new budget is adopted or the existing budget is amended or revised.

7.1.2. If, after the adoption of any budget, it shall appear that the adopted budget is insufficient to provide adequate funds to defray the COMMON EXPENSES of the COMMUNITY ASSOCIATION for the fiscal year in which the adopted budget applies to, the BOARD may adopt an amended budget to provide such funds. All of the above provisions shall apply to the adoption of an amended budget.

OR3064 P61102

RECORDED & RECORDED IN OFFICIAL RECORDS INSTRUMENT # 2000057 16 Pgs 0151

7.2. Assessments and Assessment Roll.

7.2.1. As soon as practicable after the adoption of a budget, or an amended budget, the BOARD shall fix and determine the amount and frequency of the ASSESSMENTS for COMMON EXPENSES, pursuant to the DECLARATION, the ARTICLES and these BYLAWS. Such ASSESSMENTS shall be due not more frequently than monthly, and shall each be in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Any periodic ASSESSMENTS for COMMON EXPENSES, whether quarterly, monthly or otherwise, shall be equal unless the BOARD determines unequal ASSESSMENTS are required to provide funds in advance for the expenses of the COMMUNITY ASSOCIATION. As soon as practicable after the determination of the ASSESSMENTS for COMMON EXPENSES, the COMMUNITY ASSOCIATION shall notify each member, in writing, of the amount, frequency and due date of such member's ASSESSMENTS, provided, however, that no ASSESSMENT shall be due in less than (10) days from the date of such notification.

7.2.2. In the event the expenditure of funds by the COMMUNITY ASSOCIATION is required that cannot be paid from the ASSESSMENTS for COMMON EXPENSES, the BOARD may make special ASSESSMENTS, which shall be levied in the same manner as hereinbefore provided for ASSESSMENTS for COMMON EXPENSES and shall be payable in the manner determined by the BOARD. Each member's share of any special ASSESSMENT shall be in the same proportion as the member's share of the ASSESSMENTS for COMMON EXPENSES.

7.2.3. The COMMUNITY ASSOCIATION shall maintain an ASSESSMENT roll for each member, designating the name and current mailing address of the member, the amount of each ASSESSMENT payable by such member, the dates and amounts in which the ASSESSMENTS come due, the amounts paid upon the account of the member, and the balance due.

7.3. Depositories. The funds of the COMMUNITY ASSOCIATION shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, directors or other persons as may be designated by the BOARD. Fidelity bonds as required by the DECLARATION shall be required of all signatories on any accounts of the COMMUNITY ASSOCIATION.

7.4. Application of Payments and Commingling of Funds. All sums collected by the COMMUNITY ASSOCIATION from ASSESSMENTS may be commingled in a single fund or divided into more than one fund, as determined by the BOARD.

7.5. Accounting Records and Reports. The COMMUNITY ASSOCIATION shall maintain accounting records according to good accounting practices. The records shall be open to inspection by members and all INSTITUTIONAL LENDERS, or their authorized representatives, at reasonable times. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) the assessment roll of the members referred to above. The BOARD may, and upon the vote of a majority of the members shall, conduct a review of the accounts of the COMMUNITY ASSOCIATION by a certified public accountant, and if such a review is made, a copy of the report shall be made available to each member and INSTITUTIONAL LENDER, upon written request to the COMMUNITY ASSOCIATION.

7.6. PARCEL EXPENSES and ASSESSMENTS. The provisions of this paragraph 7 shall be equally applicable with respect to PARCEL EXPENSES and PARCEL ASSESSMENTS, and separate budgets, ASSESSMENTS, Assessment Rolls, accounts, and books and records shall be established for same.

8. PARLIAMENTARY RULES.

8.1. Roberts' Rules of Order (latest edition) shall govern the conduct of the COMMUNITY ASSOCIATION meetings when not in conflict with the DECLARATION, the ARTICLES or these BYLAWS.

9. AMENDMENTS. Except as otherwise provided, these BYLAWS may be amended in the following manner:

9.1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

9.2. Initiation. A resolution to amend these BYLAWS may be proposed by any director, or by a petition signed by members having at least 25 votes.

OR3064 P61 1UC

RQ 03557 FS 0152

9.3. Adoption of Amendments.

9.3.1. A resolution for the adoption of the proposed amendment shall be adopted either: (a) by a majority of all of the directors of the COMMUNITY ASSOCIATION, and by a vote of a majority of the members present in person or by proxy at a meeting called to approve the amendment, without any quorum requirement; or (b) by a 2/3 vote of all of the members. Any amendment approved by the members may provide that the BOARD may not further amend, modify or repeal such amendment.

9.3.2. Notwithstanding the foregoing, so long as DECLARANT owns any portion of the SUBJECT PROPERTY or any property that may be added to the SUBJECT PROPERTY, DECLARANT shall have the right to unilaterally amend these BYLAWS without the joinder or approval of any directors or any member, and no amendment to these BYLAWS may be made without the written consent of DECLARANT. Thereafter, so long as there is at least one PARCEL DEVELOPER, no amendment to these BYLAWS may be made without the written consent of the PARCEL DEVELOPERS.

9.4. No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of members without approval of 2/3 of all the members, unless the amendment is made to conform these bylaws to applicable law. No amendment shall be made that is in conflict with the DECLARATION, the ARTICLES or these BYLAWS. So long as DECLARANT or any PARCEL DEVELOPER owns any PROPERTY or any property that may be added to the SUBJECT PROPERTY, or holds any mortgage encumbering any PROPERTY other than a UNIT, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, DECLARANT or any PARCEL DEVELOPER, unless DECLARANT or any PARCEL DEVELOPER so affected shall join in the execution of the amendment.

9.5. Execution and Recording. No modification of, or amendment to, these BYLAWS shall be valid unless recorded in the public records of the county in which the SUBJECT PROPERTY is located.

10. RULES AND REGULATIONS. The BOARD may, from time to time, adopt, or amend previously adopted, Rules and Regulations concerning the use of the COMMON AREAS and concerning the use, operation and maintenance of other portions of the SUBJECT PROPERTY in order to further implement and carry out the intent of the DECLARATION, the ARTICLES, and these BYLAWS. The BOARD shall make available to any member, upon request, a copy of the Rules and Regulations adopted from time to time by the BOARD.

11. MISCELLANEOUS.

11.1. Tenses and Genders. The use of any gender or of any tense in these BYLAWS shall refer to all genders or to all tenses, wherever the context so requires.

11.2. Partial Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

11.3. Conflicts. In the event of any conflict, any applicable Florida statute, the DECLARATION, the ARTICLES, these BYLAWS, and the Rules and Regulations of the COMMUNITY ASSOCIATION shall govern, in that order.

11.4. Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these BYLAWS or the intent of any provisions hereof.

11.5. Waiver of Objections. The failure of the BOARD or any officers of the COMMUNITY ASSOCIATION to comply with any terms and provisions of the DECLARATION, the ARTICLES, or these BYLAWS which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such defect shall be waived if it is not objected to by a member within thirty (30) days after the member is notified, or becomes aware, of the defect. Furthermore, if such defect occurs at a general or special meeting, the defect shall be waived as to all members who received notice of the meeting and failed to object to such defect at the meeting.

The foregoing was adopted as the BYLAWS of the COMMUNITY ASSOCIATION at the First Meeting of the BOARD on the 7th day of December, 1998.

By: _____
Its: President

OR3064 PG1104

FILED 1998 FEB 01 03

MASTER DECLARATION FOR WEST BAY CLUB

EXHIBIT "D" - LEGAL DESCRIPTION OF TOTAL PROPERTY

PARCEL ONE

All of the Plat of West Bay Club, according to the Plat thereof recorded in Plat Book 62, Pages 79 through 111, of the Public Records of Lee County, Florida.

PARCEL TWO

A tract or parcel of land lying in Section 5, Township 47 South, Range 25 East, Lee County, Florida, and being a part of Lots B-57 and B-58, Block B, Florida Gulf Land Company Subdivision, as recorded in Plat Book 1 at Page 59, Lee County Records, and being more particularly described as follows:

> From the North Quarter (N-1/4) corner of said Section 5 run N 89°00'18"E along the north line of said Section 5 and the centerline of Williams Road (60 feet wide) for 178.50 feet; thence run S 00°40'16" E for 30.00 feet to an intersection with the south line of Williams Road and the Point of Beginning.
>
> From said Point of Beginning run N 89°00'18" E along said south right-of-way line for 273.76 feet to the northeast corner of those lands described in Official Record Book 2028 at Page 2140, Lee County Records; thence run S 00°25'07" E along the east line of said lands for 260.00 feet to the southeast corner of lands described in Official Record Book 2028 at Page 2138, Lee County Records; thence run S 89°00'18" W along the south line of said lands for 272.63 feet to an intersection with the west line of lands described in Official Record Book 2860 at Page 812 of the Lee County Records; thence run N 00°40'16" W along said line of said lands for 259.99 feet to the Point of Beginning.

Bearings hereinabove mentioned are based on the west line of the Northeast Quarter (NE-1/4) of said Section 5 to bear S 00°40'16" E.

OR BK 03357 PG 0164

EXHIBIT "D" - LEGAL DESCRIPTION (CONTINUED)

of said Lot 55B; thence N 0°05'34" East for 765.00 feet along said East line; thence N 89°53'30" East for 493.98 feet to the Point of Beginning. The foregoing easement shall be for the benefit of the real property described in the Covenant of Unified Control recorded in O.R. Book 2703, pages 3902 through and including 3907, Public Records of Lee County, Florida.

#905787v1

DCI 2004-00046

RECEIVED

JUN 22 2004

PERMIT COUNTER

OR BK 03357 PG 0166

EXHIBIT "D" - LEGAL DESCRIPTION (CONTINUED)

of said Lot 55B; thence N 0°05'34" East for 765.00 feet along said East line; thence N 89°53'30" East for 493.98 feet to the Point of Beginning. The foregoing easement shall be for the benefit of the real property described in the Covenant of Unified Control recorded in O.R. Book 2703, pages 3902 through and including 3907, Public Records of Lee County, Florida.

#905787v1

UCI 2004-00046

RECEIVED

JUN 22 2004

PERMIT COUNTER

OR BK 03357 PG 0166

CONSENT TO AMENDED AND RESTATED MASTER DECLARATION FOR WEST BAY CLUB

THE UNDERSIGNED, Fleet National Bank (*f/k/a* BankBoston, N.A.) ("Agent"), the owner and holder of the following security instruments from West Bay Club Development Corporation ("West Bay"):

> That certain Mortgage and Security Agreement dated as of December 24, 1997, executed by West Bay Club Development Corporation, a Florida corporation, as Mortgagor, recorded December 24, 1997 in O.R. Book 2903, at page 1431, in the Public Records of Lee County, Florida, to secure the original principal amount of $33,000,000.00;
>
> Assignment of Leases and Rents executed by West Bay Club Development Corporation, a Florida corporation, in favor of BankBoston, N.A. recorded December 24, 1997, in O.R. Book 2903, page 1466, in the Public Records of lee County, Florida;
>
> UCC-1 Financing Statement executed by West Bay Club Development Corporation, a Florida corporation, in favor of BankBoston, N.A. recorded December 24, 1997 in O.R. Book 2903, page 1496, Public Records of Lee County, Florida,

(collectively, the "Security Instruments"), which encumber certain real property, including but not limited to the real property described in Exhibit A of that certain Amended and Restated Master Declaration for West Bay Club (the "Declaration") to which this instrument is attached, hereby consents to the execution and recording of the Declaration. This Consent, however, shall not operate to bind or obligate Agent to any term of the Declaration prior to the any foreclosure or deed in lieu thereof under the Security Instruments.

Agent hereby unconditionally subordinates its rights and liens created by the Security Instruments to the Declaration. This subordination, however, is strictly limited to the Declaration and shall not constitute a subordination to the rights of any other person or entity pursuant to any other instrument.

[Signatures on following page]

OR BK 03357 PG 0157

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed this 20 day of June, 2000.

Witness:

Name: Ted Smith

FLEET NATIONAL BANK, (f/k/a BankBoston, N.A.)

By:

Name: Steven P. Selbo

Title: Director

Witness:

Name: Samantha Ledford

STATE OF Georgia)
) ss:
COUNTY OF Fulton)

The instrument was acknowledged before me this 20 day of June, 2000, by Steven P. Selbo as Director of FLEET NATIONAL BANK (f/k/a BankBoston, N.A.), who personally appeared before me and is personally known to me or produced _____ as identification.

[NOTARIAL SEAL]

Notary:

Print Name: Connie Fox

Notary Public, State of Georgia

My commission expires:

CONNIE FOX NOTARY PUBLIC CLAYTON COUNTY GEORGIA EXPIRES SEPT. 21, 2001

RECEIVED
JUN 2 2 2004
PERMIT COUNTER

DCI 2004-00046

RECORD AND RETURN TO:
DENIS H. NOAH, ESQ.
P. O. BOX 280
FORT MYERS, FL 33902-0280

INSTR # 6020539
Official Records BK 04101 PG 3994
RECORDED 10/23/2003 02:18:28 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 15.00
DEPUTY CLERK S Jensen

(13)

AMENDMENT TO MASTER DECLARATION FOR WEST BAY CLUB

The undersigned, being the "DECLARANT" pursuant to the Master Declaration for West Bay Club (the "DECLARATION"), recorded in Official Records Book 3064, at Page 1050, of the Public Records of Lee County, Florida, as thereafter amended and restated by the Amended and Restated Master Declaration for West Bay Club, recorded in Official Records Book 3357, Page 99, Public Records of Lee County, Florida, hereby amends the DECLARATION as follows:

Exhibit "A" of the DECLARATION, being the legal description of the SUBJECT PROPERTY, is hereby amended by adding thereto the property described in attached Exhibit "A" hereto (the "Added Property"), which shall hereafter be part of the SUBJECT PROPERTY.

This Amendment is made by DECLARANT pursuant to the authority granted the DECLARANT to amend the DECLARATION contained in paragraph 11.1.3 of the DECLARATION.

IN WITNESS WHEREOF, DECLARANT has executed this Amendment this _____ day of May, 2003.

WITNESSES:

Witness Signature

ALBERT R. PICALLO
Printed/Typed Witness Name

Witness Signature

Pamela Kane
Printed/Typed Witness Name

WEST BAY CLUB DEVELOPMENT CORPORATION, a Florida corporation

By: _____
CARMINE VISONE, President

VAR 2004-00046

RECEIVED
JUN 22 2004
PERMIT COUNTER

STATE OF NEW YORK

COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 22nd day of May, 2003 by CARMINE VISONE, as President of **WEST BAY CLUB DEVELOPMENT CORPORATION,** a Florida corporation, who executed the foregoing on behalf of the corporation and who is personally known to me or who produced _____ as identification.

My Commission Expires:

PAMELA KANE
Notary Public, State of New York
Registration # 01KA6043526
Qualified in New York County
My Commission Expires June 19,2006

Notary Public

Pamela Kane

Type/Print Name of Notary

Commission No. 01KA6043526

RECEIVED
JUN 2 2 2004

PERMIT COUNTER

2004-00046

MASTER DECLARATION

FOR

WEST BAY CLUB

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY ADDED TO SUBJECT PROPERTY

Lots 64 through 81, Block H, WEST BAY CLUB UNIT III, a subdivision according to the plat thereof recorded in Plat Book 75, at Pages 91 through 92, of the Public Records of Lee County, Florida.

DCI 2004-00046

RECEIVED
JUN 22 2004
PERMIT COUNTER

List of Development Orders

Development Order #	Request
97-06-142.00D	Sales Center
97-12-195.12L	Bridge
97-12-237.00D	Golf Course
98-03-007.00D	Phase 2
98-09-026.00D	Beach Club
98-10-189.12L	Temp. Golf Course Facility
98-10-204.00D	Sports Club
99-11-047.02L	Temp. Recreational Facility
98-11-227.00D	Phase III
98-11-226.00D	Turtle Point & Indigo Shores
99-03-204.12L	Kings Rd. Resurfacing
99-07-106.00D	The River Park & Recreational Facility
99-11-055.12L	Rivers Edge Temp. Sales Trailer
99-12-002.00D	West Lake Court
LDO2000-00393	Commercial Lot Recombination
DOS2001-00052	Clubhouse

List of Zoning Actions

Resolution #	Case #	Reason
Z-96-005	95-06-148.03Z	Rezone from AG-2, C-2, CS-1, RM-2 to RPD
PD-98-003	95-06-148.03Z	12 Administrative amendments to the RPD
FPA-98-087	95-06-148.04A	Final Plan Approval for the Golf Course Maintenance Site
FPA-98-088	95-06-148.04A	Final Plan Approval for Phase III
FPA-98-089	95-06-148.04A	Final Plan Approval for Pods 11/12 (Turtle Point) and Pod 2 (Indigo Shores)
FPA-99-003	95-06-148.04A	Final Plan Approval for the Sports Club Facility, Phase 2
ADD1999-00056		Deviation in Area 3 to change use from MF to SF
ADD2000-00016		Final Plan Approval
ADD2000-00089		Admin App. to change rear SB from 15 ft to 10 ft for lots 27-36
ADD2000-00189		Admin App. for easement encroachment
ADD2000-00198		Admin App. to change street SB from 15 ft to 10 ft
ADD2001-00007		Final Plan Approval for Club House
ADD2001-00014		Admin App. to amend Cond. 5, Dev. 11 & Property Development Regulations
ADD2001-00104		Admin App. to allow 6" encroachment of pool into 15ft drainage easement
ADD2002-00042		Admin App. to change # and type of units from 40 MF units to 19 SF units
VAR2002-00006		Variance from 7.5 ft. side yard SB to 2.5 ft. for pool deck
ADD2003-00182		Final Plan Approval for Clubhouse

RESOLUTION NUMBER Z-96-005

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

WHEREAS, Atlantic Gulf Communities Corporation filed an application for a rezoning from AG-2 (Agricultural), C-2 (Commercial), CS-1 (Special Commercial Office) and RM-2 (Residential Multiple Family) to Residential Planned Development, in reference to Estero Pointe; and

WHEREAS, the subject property is located at 4651 Williams Road, Estero, and is described more particularly as:

LEGAL DESCRIPTION: In Sections 29, 30, 31, and 32, Township 46 South, Range 25 East; and Sections 05 and 06, Township 47 South, Range 25 East, Lee County, Florida.

Beginning at the North Quarter Section corner of said Section 05, Township 47 South, Range 25 East, said point being the Northeast corner of Lot 56B of FLORIDA GULF LAND COMPANY SUBDIVISION as recorded in Plat Book 1 at Page 59, Lee County Records and run S00°40'16"E for 30.00 feet to the South right-of-way (ROW) line of Williams Road (60 feet wide);
THENCE run N89°00'18"E along said South line for 165.26 feet;
THENCE run S00°36'29" E for 200.00 feet to the Southeast corner of lands described in deed recorded in Official Record Book 2465 at Page 3044, Lee County Records;
THENCE run S89°00'18"W along the South line of said lands for 494.00 feet to an intersection with the East line of Lot 55B of said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run S00°47'09"E along said East line for 765.00 feet;
THENCE run S88°57'37"W for 327.43 feet to an intersection with the East line of Lot 54B;
THENCE run S00°54'02"E for 351.20 to the Southeast corner of Lot 54B;
THENCE run N89°15'52"E along the South line of Lots 55B and 56B for 653.45 feet;
THENCE run N89°15'52"E along the South line of Lot 57B for 327.60 feet;
THENCE run S00°32'41"E along the East line of Lot 40B for 1,350.95 feet;
THENCE run S89°31'44"W for 324.62 feet to the center of said Section 05, said point being the Southwest corner of said Lot 40B;
THENCE run S89°34'40"W for 2,592.29 feet to the West Quarter section corner of Section 05, said point being the Southwest corner of Lot 48B of said subdivision;

continued...

THENCE run S01°31'46"E for 92.78 feet to the Southeasterly corner of lands described in deed recorded in Official Record Book 2192 at Page 567, Lee County Records;
THENCE run along the South line of said lands the following courses:
S89°10'55"W for 349.43 feet;
S00°49'50"E for 162.49 feet;
N81°20'47"W for 600.53 feet;
S46°11'51"W for 77.45 feet;
THENCE run N01°35'45"W along the West line of said lands for 2,875.95 feet to an intersection with the North line of said Section 06;
THENCE run S88°56'02"W along the North line of said Section 06 for 1,638.66 feet to the Southwest corner of lands described in deed recorded in Official Record Book 1509 at Page 221, Lee County Records, said point also being the Southwest corner of Lot 8A of said FLORIDA GULF LAND COMPANY SUBDIVISION and the South Quarter (S¼) Section corner of Section 31, Township 46 South, Range 25 East;
THENCE run N00°22'46"W along the West line of said lands along the North/South Quarter (N/S¼) Section line for 2,656.37 feet to the Northwest corner of Lot 25A, said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE continue N00°22'46"W along the West line of said lands and the West line of Lots 40A and 57A of said subdivision for 2,391 feet, more or less to the waters of the Estero River;
THENCE run Northeasterly, Southeasterly, Southwesterly, Southerly, Southeasterly and Northeasterly along said waters for 5,030 feet, more or less to an intersection with the East line of the Southeast Quarter (SE¼) of said Section 30, Township 46 South, Range 25 East;
THENCE run N00°32'05"W along said East line for 224 feet, more or less to said waters;
THENCE run Southeasterly, Southwesterly, Westerly and Southwesterly along said waters for 1,213 feet, more or less to an intersection with the North line of said Section 32, Township 46 South, Range 25 East, said line being the North line of Lot 49A of said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run N87°54'53"E along said North line for 628 feet, more or less to said waters for 485 feet, more or less to an intersection with the East line of Lot 52A, said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run S00°43'04"E along said East line of Lot 52A for 1,190 feet, more or less to the Southeast corner of lands described in deed recorded in Official Record Book 1807 at Page 4091, Lee County Records, said point being the Southeast corner of said Lot 52A of said subdivision;
THENCE run N88°27'02"E along the North line of Lots 44A, 43A, 42A and 41A of said FLORIDA GULF LAND COMPANY SUBDIVISION for 1,257.39

continued...

feet to an intersection with the Southwesterly line of a Florida Power and Light Company transmission line easement (100) feet wide);
THENCE run S20°51'33"E along said Southwesterly line for 125.36 feet to an intersection with the North/South Quarter (N/S¼) Section line of said Section 32;
THENCE run S00°55'33E along said Quarter section line and along the corner of lands described in deed recorded in Official Record Book 1528 at Page 12, Lee County Records, said point also being the Southeast corner of said Lot 41A;
THENCE run S00°56'02"E along said North/South Quarter Section line and the East line of Lot 41A of said subdivision for 1,226.63 feet to the Southeast corner of lands described in deed recorded in Official Record Book 1528 at Page 12, Lee County Records, said point also being the Southeast corner of said Lot 41A;
THENCE run S00°56'02"E along said North/South Quarter Section line and the East line of Lots 24A and 9A of FLORIDA GULF LAND COMPANY SUBDIVISION for 2,644.19 feet to the POINT OF BEGINNING.

WHEREAS, the applicant has indicated the property's current STRAP numbers are:

29-46-25-01-0000G.0010 30-46-25-00-00002.0010 31-46-25-01-00001.0000
31-46-25-01-00002.0000 31-46-25-01-00003.0040 through .0060
31-46-25-01-00003.006B 31-46-25-01-00003.0080 31-46-25-01-00003.0380
32-46-25-01-00003.0110 32-46-25-01-00003.0120 32-46-25-01-00003.0140
32-46-25-01-00003.0500 32-46-25-01-00004.0000 32-46-25-01-00004.0010
32-46-25-01-00004.001A 32-46-25-01-00005.0000 32-46-25-01-00006.0000
32-46-25-01-00007.0000 32-46-25-01-00008.0000 32-46-25-01-00009.0000
32-46-25-01-00010.0000 32-46-25-01-00011.0000 05-47-25-01-00003.0130
05-47-25-01-00003.0400 05-47-25-01-00003.040A through .040D
05-47-25-01-00003.0510 05-47-25-01-00003.0520 05-47-25-01-00003.0540
05-47-25-01-00003.0550 05-47-25-01-00003.055C
05-47-25-01-00019.0000 through .0030 06-47-25-00-00002.0020; and

WHEREAS, Atlantic Gulf Communities Corporation, the owner of the subject parcel, authorized Henderson, Franklin, Starnes & Holt, P.A. and Johnson Engineering, Inc. to act as agent to pursue this zoning application; and

WHEREAS, a public hearing was advertised and held on January 23, 1996 before the Lee County Hearing Examiner, who gave full consideration of the evidence available; and

WHEREAS, a public hearing was advertised and held on March 18, 1996 before the Lee County Board of County Commissioners, who gave full and complete consideration to the recommendations of staff, the Hearing Examiner, the documents on file with the county, and the testimony of all interested persons.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, that the Board APPROVES with conditions the requested rezoning from AG-2, C-2, CS-1 and RM-2 to RPD.

SECTION A. CONDITIONS:

The RPD rezoning and Master Concept Plan are subject to the following conditions:

1. The development of this project must be in accordance with the five-page Master Concept Plan stamped received January 5, 1996, except as modified by the conditions below. This approval does not alleviate the need to comply with all state and county development regulations, except as specifically modified by this approval. Rezoning the subject property does not include those properties owned by the state, i.e., submerged lands.

2. Prior to any local Development Order approval for vertical development, the Developer must submit an application for Final Plan approval (FPA). The purpose of the FPA process is to ensure compliance with the Zoning Resolution and Land Development Code, to allow detailed review of deviations conceptually approved herein, while allowing the Developer the flexibility to respond to changing conditions. Any substantial change in the type, intensity or configuration of development within the RPD may require further review through a public hearing. Said determination shall be made by the Director of Community Development.

   The following information must be provided on the Final Plan:

   - uses: type and amount, i.e. number of dwelling units or square feet of commercial use
   - access
   - location and dimensions of internal roadways
   - location and dimensions of buildings/structures
   - boundary of development tract
   - adjacent zoning and land uses
   - detailed drawings showing the application of deviations
   - buffers and/or landscape strips
   - open space, including an ongoing tabulation of required open space
   - a cumulative analysis of the total number of dwelling units that have received local Development Order approval.

3. Permitted uses are limited to the following:

Accessory Uses and Structures
   Accessory Apartment (df)
   Administrative Office (df)

ATM
Bait and Tackle Shop
Banks and Financial establishments, Group I [Section 34-622(c)(3)]
Business Services, Group I, and Group II if limited to lawn and garden services and swimming pool cleaning services [Section 34-622(c)(5)]
Canoe Launch
Clubs
    Country (df)
    Private (df)
Consumption on Premises [Section 34-1261]
Convenience Food and Beverage Store (df)
Day Care Center, Child (df)
Drugstore (df), Pharmacy (df)
Dwelling Unit
Single Family (df)
Semi-Detached (duplex)
Two-Family Attached (df)
Townhouse (df)
Multiple Family Building (df)
Zero Lot Line (df)
Entrance Gates and Gatehouse (df)
Essential Services (df)
Essential Service Facilities, All Groups [Section 34-622(c)(13)]
Excavation - Water Retention
Fences, Walls
Food and Beverage Service, Limited (df)
Food Stores, Group I [Section 34-622(c)(16)] including a gourmet grocery store
Gift and Souvenir Shop (df)
Golf Course and Accessory Facilities
Golf Driving Range and Golf Training Facility
Helistop (df)
Home/Care Facility (df)
Home Occupation
Laundry or Dry Cleaning [Section 34-622(c)(24)
Model Home, Unit, Display Center
Parks, Private, Group I [Section 34-622(c)(32)]
Parking Lot Accessory (df)
Personal Services, Groups I and II [Section 34-622(c)(33)]
Pharmacy (df)
Post Office (df)
Private Boat Ramp and Observation/Fishing Pier
Recreational Facilities
    Personal (df)
    Private (df)

Real Estate Sales Office
Residential Accessory Uses [Section 34-622(c)(42)]
Restaurants, Groups I, II and III [Section 34-622(c)(43)]
Signs, in accordance with LDC Chapter 30
Specialty Retail Shops, Groups I & II [Section 34-622(c)(47)]
Temporary Uses
Temporary Construction Trailer
Temporary Sales Center
Units of High Impact (df) including time share

The approved commercial uses are prohibited east of Development Areas 6, 7, and 9, must comply with LDC Section 34-937, and are restricted to use by residents and their guests only.

4. The RPD is limited to a maximum total of 1,121 residential dwelling units with the following distribution:

   a. A maximum of 1,020 dwelling units are permitted in the subject properties located within the Outlying Suburban Land Use Category.

   b. A maximum of 630 dwelling units are permitted within Development Areas 3, 4, and 5.

5. The property development regulations must be in accordance with the attached table entitled "Property Development Regulations for Estero Pointe" stamped received January 5, 1996, except as modified herein. (See Attachment B)

6. The following conditions apply to the riverfront/recreational areas:

   a. Outdoor entertainment is prohibited at the restaurant;

   b. The service of alcoholic beverages in conjunction with outdoor seating at the restaurant is limited to the hours of 7:00 a.m. to 12:00 midnight.

   c. All lighting along the river must be arranged and directed away from adjacent properties and the river.

   d. The parking area for the restaurant and boat ramp must be landscaped for the purpose of screening headlights from the river. Existing native vegetation may be used in whole or in part to meet this requirement.

   e. A 75 percent opaque vegetative screen must be installed prior to issuance of a Certificate of Compliance for the restaurant. The vegetative screen for the restaurant must be located on the north and northeast side of the building.

The size, type and actual location of the vegetative screen will be reviewed through the Final Plan Approval process. Existing native vegetation may be used in whole or in part to meet this requirement.

f. Development Area 2 must provide a 50-foot-wide vegetative screen along the northeast boundary of the Development Area consisting of the following: five clusters of three palm trees with a minimum height of 18 feet at time of planting and 23 trees 12-foot on center with a minimum height of 14 feet and 2-1/2 inches in caliper at time of planting.

g. A total of 15 parking spaces are permitted for the boat ramp facility.

h. The restaurant is limited to a total of 2,500 square feet and must be set back a minimum of 75 feet from the mean high water line of the Estero River.

i. The restaurant may not exceed one story in height.

j. The restaurant must be located as shown on the "River Parks Site Plan" stamped received November 21, 1995.

k. The restaurant will be for use of the residents and their guests only.

l. Food and beverage services are limited to the restaurant facility.

m. Recreation Area I must provide a minimum of 80 percent open space.

n. Recreation Areas I and II are further limited by conditions of approval for Deviation 12.

7. The main roads that access Development Areas 2, 3, 4 and 5 must be constructed in accordance with the road cross-sections on page 5 of the MCP stamped "received January 5, 1996."

8. A minimum 25-foot-wide undisturbed buffer must be provided along the west jurisdictional wetland line.

9. The storm water management systems in Development Areas 2, 3, 4 and 5, and the golf course areas adjacent to the mangrove wetlands must be designed so that the storm water discharge rate will be approximately 70 percent of the calculated permittable run-off rate in accordance with SFWMD requirements.

10. The Developer must hook-up to public water and sewer services when services are constructed and available within one-quarter mile of the subject property. The

temporary on-site sewage treatment plant must be dismantled within six months of public sewer service availability to the entire site.

11. The sewage treatment plant parcel may be redeveloped with residential uses in accordance with the approved property development regulations. Access to and development of the parcel must be reviewed in accordance with Condition 2.

Hurricane Mitigation Conditions

12. The Developer must notify all purchasers of real property within the development of the potential for storm surge flooding. The restrictive covenants should include the Base Flood Elevation, according to the National Weather Services' storm surge model "SLOSH" and the National Flood Insurance Program and notify potential owners that the first habitable floor of all structures must be constructed above that elevation.

13. The Property Owner's Association must host an educational seminar and will be responsible for obtaining the site for the seminar and for providing the invitations to the homeowners. The time will be coordinated with the Lee County Emergency Management staff who will provide the education and information at the seminar and will advise the owners of the risks of natural hazards and the action they should take to mitigate the inherent dangers.

14. The Developer shall develop a Hurricane Evacuation Plan for the RPD. The Plan must address: a) operational procedures for the warning and notification of all residents and visitors prior to and during a hurricane watch and warning period; b) the educational program; c) hurricane evacuation; d) the method of advising residents and visitors of hurricane shelter alternatives including hotels and public hurricane shelter locations; e) identification of the person(s) responsible for imple-menting the Plan; and f) how the private security force will be integrated with the local Sheriff's personnel and the Division of Public Safety. The Plan will be developed in coordination with the Lee County Emergency Management officials.

15. The Developer, and any successor landowner, will pay any All Hazards Tax levied by Lee County to provide for shelter space, upgrades to shelters, and to address other natural disasters.

16. The Developer must comply with all duly adopted ordinances which address hurricane preparedness and all duly adopted Hurricane Shelter Impact Fee Ordinances in effect at the time of building permits or local Development Order approval, whichever is the operative time under the Ordinance.

17. Prior to a Certificate of Compliance of the first multi-family building, the Developer must provide one of the following options:

a. 8,940 square feet of shelter space on site in either the clubhouse building or among the multi-family structures as a "refuge of last resort"; or

b. hurricane shuttering at a school or other designated public shelter to provide an additional 8,940 square feet of shelter area; or

c. an emergency electrical generator for a school or other designated shelter off-site, with capacity to serve a minimum of 8,900 square feet of shelter space.

Fire and Emergency Medical Conditions

18. A helistop must be provided on-site. The location and specifications must be reviewed and approved by Lee County Division of Zoning and Development Services and Emergency Management. The Developer must provide a helistop at the same time the clubhouse/golf practice area is constructed.

19. Subject to a final determination of need by the Director of Zoning and Development Services, in consultation with the Estero Fire District, an emergency access may be required. The location would be determined prior to approval of the first Development Order.

20. All buildings over three stories must install an approved total coverage automatic fire sprinkler system.

21. A 20-foot-wide stabilized fire lane must be provided on at least two sides of all multi-family buildings over three stories in height.

22. All multi-family buildings over three stories must provide pressurized escape stairs unless an alternative is approved by the Estero Fire District and Lee County Codes and Building Services.

23. All 20-story or 220-foot-high buildings must install an emergency communication system internal to the building unless an alternative is approved by the Estero Fire District and Lee County Codes and Building Services.

24. The Developer must comply with all impact fee requirements in place at time of building permit approval.

25. Prior to the issuance of a local Development Order, the Developer must apply for and obtain an archaeological Certificate to Dig.

26. This zoning approval does not address the mitigation of the project's pedestrian and vehicular traffic impacts. Additional conditions may be required at the time of

issuance of a local Development Order per the Lee County LDC or other Lee County Ordinance.

27. Approval of this rezoning does not give the Developer the undeniable right to receive a local Development Order approval that exceeds the Year 2010 Overlay use allocation for the applicable district.

28. This development must comply with all requirements of the Lee County LDC at the time of local Development Order approval, except as may be granted by deviation as part of this planned development.

Environmental Conditions

29. As part of the submittal documents, and prior to approval, for any Estero Pointe Development Orders for Development Areas 6, 7, 9, 9A and 10, the Developer must comply with the requirements set forth in the document titled "Estero Pointe Proposal to Address Concerns with Lot Lines in Conservation/Preservation Areas," dated 12/20/95 (cover memo from Russell Schropp to George Parker and Rick Joyce, dated 12/22/95). The conservation easement must be provided at time of final plat approval. This approval is further limited to an allowance of one boardwalk per two single-family lots abutting Halfway Creek.

30. Prior to any local Development Order approval for any phase of the development which contains Florida coontie or Curtiss milkweed, the Developer must submit a detailed management plan indicating the preserve areas, relocation areas and propagation areas for review and approval by Lee County. Provisions of this plan must include all requirements of LDC Section 10-474.

31. Prior to any local Development Order approval, the Developer must submit a detailed management plan for tri-colored herons, meeting the requirements of LDC Section 10-474, for review and approval by Lee County.

32. Prior to local Development Order approval for any portion of the property which contains, or will contain through relocation, gopher tortoises, the Developer must submit a detailed management plan for gopher tortoises, meeting the requirements of LDC Section 10-474 and/or 10-475, for review and approval by Lee County. If the Florida Game and Fresh Water Fish Commission issues an incidental take permit, the Developer must implement a bucket trapping or excavation program to protect from entombment or other harm, the tortoises and commensal species found through implementation of the protection program. The Developer must move displaced tortoises to appropriate preservation areas on site.

33. The Developer and their successors in interest must maintain all areas shown on the Master Concept Plan (MCP) as "Preservation Area & Listed Species Relocation Area" as preservation areas allowing only management activities associated with the protection of the area as native vegetation preserve and listed species habitat. Preserve Area #13 has been promoted as a wildlife corridor across the site. The Developers and their successors in interest must take appropriate measures to protect wildlife from injury or death from traffic on the two roads which pass through this area.

    These protective measures should include, but are not limited to: culverts under the roads large enough to let small to medium size animals pass through; fencing to direct animals to culvert crossings; appropriate signs identifying the area as wildlife preserve; and lower speed limits through the preserve area. A plan which meets these requirements must be approved by Lee County prior to a local Development Order approval for roadways through Area #13.

34. Prior to local Development Order approval, the Developer must submit a final Eagle Management Plan, approved by the U.S. Fish and Wildlife Service, to Lee County. It is strongly encouraged that this plan be presented to the Lee County Eagle Technical Advisory Committee (ETAC) for their input and suggestions.

SECTION B. DEVIATIONS

The Master Concept Plan deviates from several Lee County development standards. The proposed deviations are granted or denied as set forth below:

DEVIATION (1) requests relief from LDC Sections 10-253, 14-298 and 34-1574 which prohibit or restrict alteration or development within Resource Protection Areas (RPA) to permit (as shown on the MCP):

a. Construction of recreational boardwalks and cart paths through RPA areas to access golf holes both by pedestrians and golf carts.

b. Construction over various TZ and RPA areas to facilitate construction of a golf course.

c. Construction over various TZ and RPA areas to facilitate construction of residential development.

d. Construction of a road access to segmented ridge for construction of multi-family tract.

e. Construction of a road access to the project site.

The requested deviation is APPROVED subject to compliance with the following conditions:

a. Impacts are limited to a maximum of 8.79 acres of County jurisdictional wetlands. These impacts are as follows: 6.97 acres fill, 0.14 acres excavation, and 1.68 acres trimming. An approved wetland mitigation plan from the South Florida Water Management District must be submitted prior to local Development Order approval for any phase of development which contemplates wetland impacts. This mitigation will be considered part of the mitigation for Lee County and will be enforceable by the Division of Environmental Sciences (DES).

b. At a minimum Lee County's approval of the requested wetland impacts requires removal and maintenance of invasive exotic vegetation [(as defined in LDC Section 10-413(f)] for the entire Estero Pointe RPD, and enhancement, restoration and creation of one acre wetland for each one acre of fill/excavation impact (1:1 ratio). Areas which are trimmed must be mitigated at a ratio of one-half acre creation, enhancement or restoration for each one acre impact (1/2:1).

c. No mangrove trimming or removal (except in cases of public safety) is permitted outside the areas of proposed impacts. This provision is considered part of the approved wetland mitigation plan for Lee County.

d. All mitigation requirements must be clearly indicated on the local Development Order plans and must be inspected by Lee County staff prior to issuance of a Certificate of Compliance (CC) for any applicable Development Order.

DEVIATION (2), requests relief from LDC Section 10-296, Table 4(7)(c) which requires that wearing surfaces for local and access road for Class A development must be 1-1/2 inch asphaltic concrete of Florida Department of Transportation Type S-1, to allow for decorative pavers within the privately maintained internal roadways. The requested deviation is APPROVED with the CONDITION that prior to local Development Order approval, the Developer demonstrate that the decorative pavers have the structural equivalency of the required standard pavement. The approval of this deviation is limited to privately maintained streets.

DEVIATION (3) was WITHDRAWN by the applicant.

DEVIATION (4) requests relief from LDC Section 10-329(e)(3) which requires the maximum retention depth for excavation be 12 feet, to allow a maximum excavation depth of 20 feet without any penetration through impervious soil or rock layer which presently prohibits intermingling or various watery strata. The requested deviation is APPROVED subject to compliance with the following conditions:

a. Lake depths for a maximum of 20 feet or the confining layer, whichever occurs first, are approved subject to the adoption and implementation of the "Estero Pointe Management Program for Lakes Excavated Greater than 12 Feet," Zoning counter date stamped 12/13/95.

b. Prior to local Development Order approval for any area that contains lakes with depths greater than 12 feet, the Developer must submit an additional section of the management plan defining stratification and related lake problems for review and approval by Lee County staff.

DEVIATION (5) requests relief from LDC Section 10-329(e)(4) which requires that excavation bank slopes be no greater than 4:1, to permit 40 percent of the lake banks to utilize vertical bulkheads. The requested deviation is APPROVED subject to the following conditions:

a. Lake bottom slope, at the toe of any bulkhead, may be no greater than 4:1.

b. Bulkheads are subject to Lee County structural building permits.

DEVIATION (6) requests relief from LDC Section 10-413(b)(2) which requires that residential developments provide 40 percent open space for large developments (50 percent of which must be indigenous plants for large developments), to allow the open space table provided. The requested deviation is APPROVED subject to the following conditions [see additional open space conditions for Deviation (9)]:

a. A minimum total of 76 percent open space and a minimum total of 57 percent indigenous open space must be provided.

b. Prior to local Development Order approval, the exact location of the 21.8 acres of indigenous preservation within the golf course rough must be shown on plans for the golf course.

DEVIATION (7) requests relief from LDC Section 10-414 which requires that no portion of a buffer area that consists of trees and shrubs be located in any easement, to allow planted buffers in easements. The requested deviation is APPROVED subject to the condition that if any required buffer or landscape strip vegetation which has been planted within an easement has to be removed, then the property owner must replace those plantings with like size and species at no cost to Lee County.

DEVIATION (8) was WITHDRAWN by the Applicant.

DEVIATION (9) requests relief from LDC Section 34-935(f)(3)(e) which limits the height of buildings in the RPD zoning category within the Outlying Suburban land use category to

45 feet, to allow 20 stories over parking for Development Areas 2, 3, 4 and 5. The requested deviation is APPROVED subject to the following conditions:

a. Development Area 2 is limited to a maximum height of 75 feet.

b. Development Areas 3, 4, and 5 are limited to a maximum building height of 220 feet and are further limited to a maximum combined total of six multi-family buildings with a maximum total of 630 dwelling units.

c. Development Areas 3 and 4 must provide a minimum of 35 percent open space.

d. Development Area 5 is limited to one multi-family building and must provide a minimum of 60 percent open space.

e. Ninety percent of the required parking in multi-family Development Areas 3, 4, and 5 must be provided under the principal building structure to limit the impacts of impervious areas created by open parking lots.

f. All buildings over 45 feet in height must be set back an additional one-half foot for every foot of height over 45 feet along the external development perimeter.

DEVIATION (10) was WITHDRAWN by the Applicant.

DEVIATION (11) requests relief from the LDC Section 34-935 to allow the property development regu-lations for Estero Pointe RPD. The requested deviation is APPROVED subject to the condition that development of the permitted uses must be in accordance with the "Property Development Table for Estero Pointe," stamped received January 5, 1996 and as further limited in the conditions of approval.

DEVIATION (12) requests relief from LDC Section 10-414(f) which requires the Developer to provide a 25-foot-wide buffer landward from the mean high water line of all non-seawalled natural waterways, to allow construction of a boat ramp, fishing/observation pier, three gazebos and two canoe launches on the Estero River, and boardwalks and other crossings on Halfway Creek. The requested deviation is APPROVED subject to the following conditions:

a. Water management berms are prohibited within the 25-foot-wide buffer area. Other water management structures are approved as long as their impacts are limited to the minimum necessary to meet permitting requirements of the South Florida Water Management District.

b. Gazebos are only approved on land locations within areas selected to avoid impacts to the greatest number of native trees and plants. Size is limited to 250 square feet.

The gazebos must be constructed in a generally square or octagonal design. A maximum of two gazebos is approved.

c. Two canoe launch areas are approved. One of the canoe launch areas must be located as near as appropriate to the boat ramp to avoid additional impacts. Storage of canoes on land and must be outside of the 25-foot-wide buffer area. Each canoe launch area is limited to a width of 25 feet along the Estero River.

d. One power boat ramp is approved with a maximum of two temporary mooring slips.

e. As part of the power boat ramp mooring facility, an observation boardwalk structure may be constructed at a length not to exceed 30 feet from the shoreline for the total structure.

f. The power boat ramp facility must be designed to include a swale, exfiltration trench, or other engineering device to prevent bilge water and associated untreated parking lot run-off from flowing down the boat ramp and into the Estero River. The design must be approved as part of the building permit or local Development Order review for the boat ramp facility.

g. The boat ramp, temporary mooring/observation boardwalk, single family board-walks, cart crossings, and canoe launches are subject to all permitting requirements of LDC Chapter 26.

h. Gazebos, canoe launches and power boat ramp facilities are prohibited along Halfway Creek.

i. A maximum of one boardwalk for each two single family lots is permitted on Halfway Creek. Boardwalks are prohibited on the Estero River, except as conditioned in g. above.

DEVIATION (13) requests relief from the connection separation requirements of LDC Section 10-285(a), Table 2, to allow the connection separation shown on the "modified round-about" on the Master Concept Plan. The requested deviation is APPROVED subject to the condition that appropriate traffic signage be provided and the rotary intersection design is reviewed and approved by Lee County staff at time of local Development Order application.

SECTION C. MASTER CONCEPT PLAN:

A five-page reduced copy of the Master Concept Plan is attached to and incorporated into this Resolution by reference.

SECTION D. FINDINGS AND CONCLUSIONS:

The following findings and conclusions were made in conjunction with the approval of the requested zoning:

1. The proposed uses, as conditioned, are appropriate for the site and no changed or changing conditions make approval of this rezoning request inappropriate.

2. As conditioned, the RPD rezoning and approved deviations:

   a) will not have an adverse impact on the intent of the Land Development Code.

   b) are consistent with the goals, objectives, policies and intent of the Lee Plan and with the densities, intensities, and general uses set forth in the Lee Plan.

   c) meet or exceed all performance and locational standards set forth for the proposed uses.

   d) will protect, conserve or preserve environmentally critical areas and natural resources on or abutting the subject property.

   e) are compatible with existing or planned uses, and are not contrary to the public health, safety or welfare and will not cause damage, hazard, nuisance or other detriment to persons or property.

   f) do not place an undue burden upon existing transportation facilities, or other facilities or services.

   g) will comply with all applicable general zoning provisions and supplemental regulations pertaining to the uses set forth in the Land Development Code.

   h) enhance the achievement of the objectives of the RPD rezoning, and promote and preserve the protection of the public health, safety or welfare.

3. Urban services, as defined in the Lee Plan, are or will be available and adequate to serve the proposed uses.

4. The conditions imposed on the RPD zoning and the approved deviations are reasonably related to the impacts on the public's interest created by or expected from the proposed uses, and, in conjunction with other land development regulations, will protect the public's interest, health, safety and welfare.

The foregoing Resolution was adopted by the Lee County Board of County Commissioners upon a motion by Commissioner John E. Manning, and seconded by Commissioner John E. Albion and, upon being put to a vote, the result was as follows:

John E. Manning	AYE
Douglas R. St. Cerny	ABSENT
Ray Judah	NAY
Andrew W. Coy	AYE
John E. Albion	AYE

DULY PASSED AND ADOPTED this 18th day of March, A.D., 1996.

ATTEST:
CHARLIE GREEN, CLERK

BY: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Chairman

Approved as to form by:

_____
County Attorney's Office

UCI 2004-00046

RECEIVED
JUN 22 2004
PERMIT COUNTER

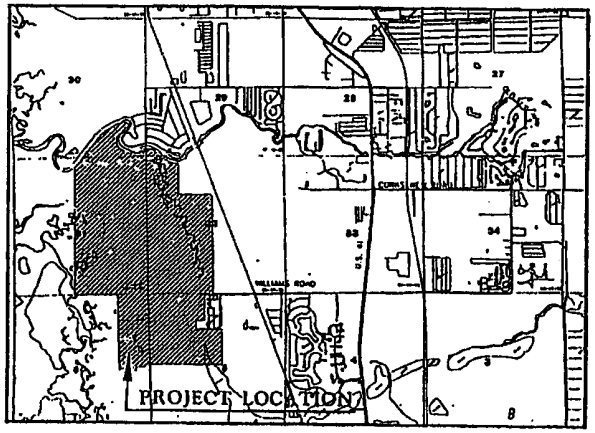
FILED
MAR 25 1996
CLERK CIRCUIT COURT
BY _____ D.C.

MASTER CONCEPT PLAN
FOR
ESTERO POINTE RPD

SECTIONS 29/30/31/32, TOWNSHIP 46 S., RANGE 25 E.
SECTIONS 5/6, TOWNSHIP 47 S., RANGE 25 E.
BONITA SPRINGS, LEE COUNTY, FLORIDA

INDEX OF PLANS

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	MASTER CONCEPT PLAN
3	MILKWEED LOCATIONS & MANAGEMENT PLAN
4-5	DOCUMENTATION



LOCATION MAP

0 1000 2000 4000
SCALE IN FEET

NORTH

PREPARED BY

JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
2158 JOHNSON STREET
POST OFFICE BOX 1550
FORT MYERS, FLORIDA 33902
PHONE (813)-334-0046
FAX (813) 334-3661

J.E.I. PROJECT NO. 20520

DECEMBER 1995

APPLICANT

ATLANTIC GULF COMMUNITIES CORPORATION
2601 SOUTH BAYSHORE DRIVE
MIAMI, FLORIDA 33133
PHONE (305) 859-4390
FAX (305) 859-4457

STRAP NUMBERS

29-46-25-00-00000.0010	32-46-25-01-00009.0000
30-46-25-00-00002.0010	32-46-25-01-00010.0000
31-46-25-01-00001.0000	32-46-25-01-00011.0000
31-46-25-01-00002.0000	05-47-25-01-00003.0130
31-46-25-01-00003.0040	05-47-25-01-00003.0400
31-46-25-01-00003.0050	05-47-25-01-00003.040A
31-46-25-01-00003.0060	05-47-25-01-00003.040B
31-46-25-01-00003.0070	05-47-25-01-00003.040C
31-46-25-01-00003.0080	05-47-25-01-00003.040D
31-46-25-01-00003.0380	05-47-25-01-00003.0510
32-46-25-01-00003.0110	05-47-25-01-00003.0520
32-46-25-01-00003.0120	05-47-25-01-00003.0540
32-46-25-01-00003.0140	05-47-25-01-00003.0550
32-46-25-01-00003.0500	05-47-25-01-00003.055C
32-46-25-01-00004.0000	05-47-25-01-00019.0000
32-46-25-01-00004.0010	05-47-25-01-00019.0010
32-46-25-01-00004.001A	05-47-25-01-00019.0020
32-46-25-01-00005.0000	05-47-25-01-00019.0030
32-46-25-01-00006.0000	05-47-25-01-00020.0000
32-46-25-01-00007.0000	06-47-25-00-00002.0020
32-46-25-01-00008.0000	

APPROVED
Master Concept Plan
Site Plan + Structural Prop. #'s
Subject to conditions of Resolution
Zoning Case #

ZONING

AG-2, C-2 & CS-1 TO RPD

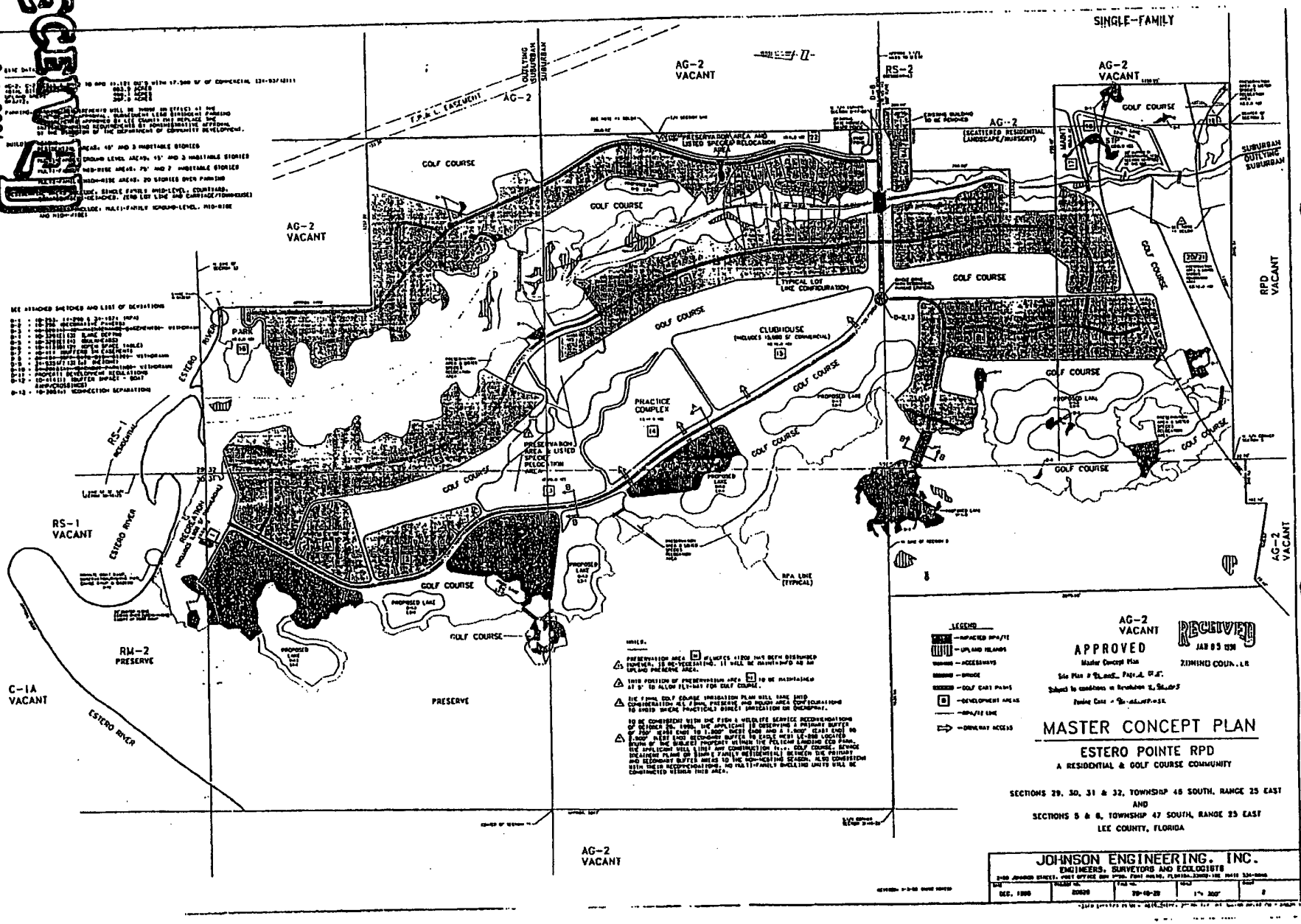
RECEIVED
JAN 05 1996
ZONING COUNTER

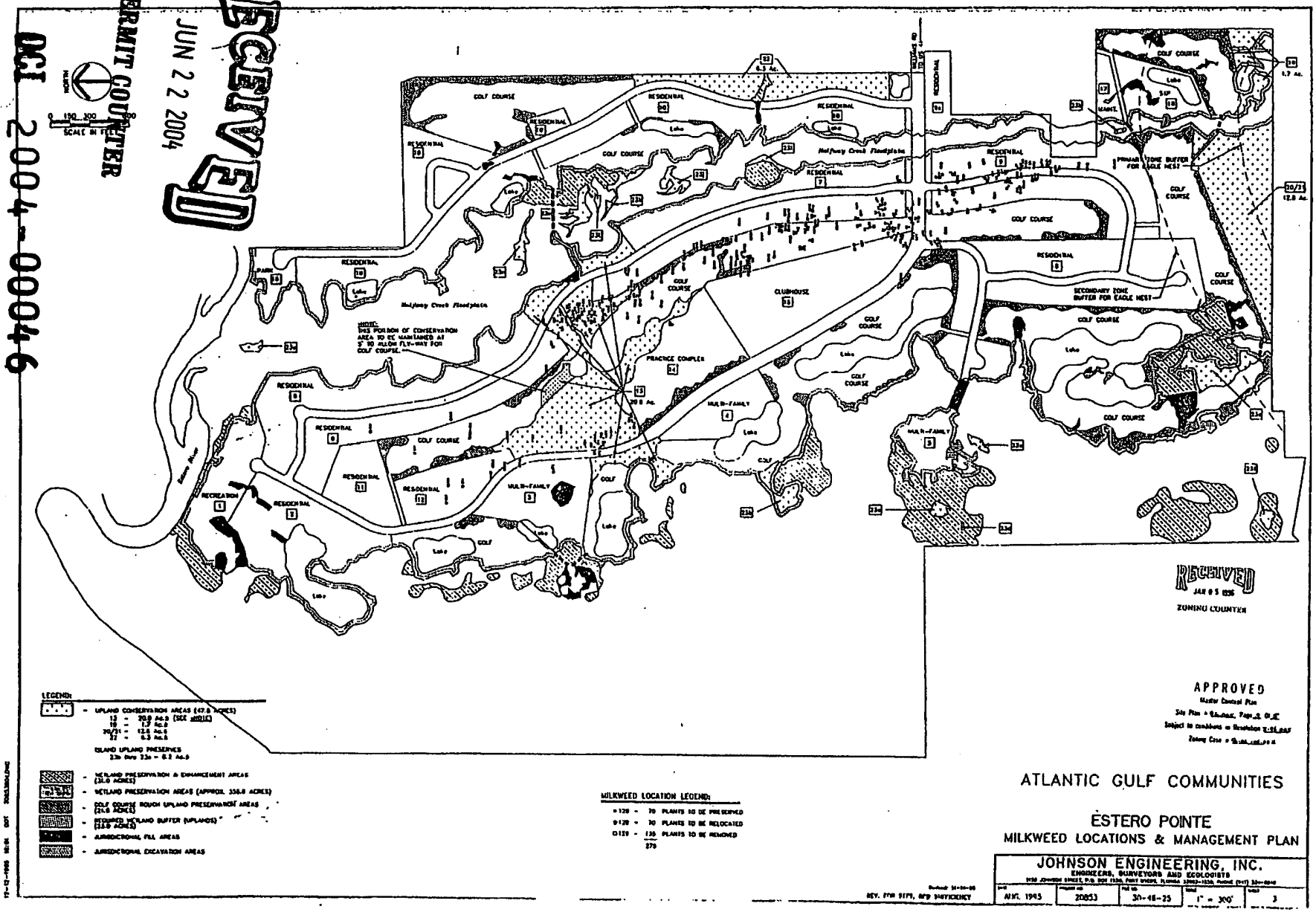
PROJECT # 95-06-168.02R
PROJECT TYPE 12

RECEIVED
JUN 22 2004
PERMIT COUNTER

DCI 2004-00046

RECEIVED
JUN 22 2004
PERMIT COUNTER
DCI 2004-00046




RECEIVED
JUN 22 2004
PERMIT COUNTER
DCI 2004-00046
SCALE IN FEET
0 150 300 600
COLF COURSE
RESIDENTIAL
Lake
CLUBHOUSE
PEARCE COMPLEX
MULTI-FAMILY
RECREATION
PARK
Mullaney Creek Floodplain
SECONDARY ZONE BUFFER FOR EAGLE NEST
PRIMARY ZONE BUFFER FOR EAGLE NEST
NOTE:
THIS PORTION OF CONSERVATION AREA TO BE MAINTAINED AT 5' TO ALLOW FLY-WAY FOR GOLF COURSE.
RECEIVED
JAN 05 2005
ZONING COUNTER
APPROVED
Master Concept Plan
Site Plan - Subject to conditions in Resolution
Zoning Case -
LEGEND:
- UPLAND CONSERVATION AREAS (47.8 ACRES)
12 - 20.0 Ac.± (SEE NOTE)
18 - 1.7 Ac.±
20/21 - 12.8 Ac.±
22 - 0.3 Ac.±
ISLAND UPLAND PRESERVES
23a thru 23n - 8.2 Ac.±
- WETLAND PRESERVATION & ENHANCEMENT AREAS (35.0 ACRES)
- WETLAND PRESERVATION AREAS (APPROX. 356.0 ACRES)
- GOLF COURSE ROUGH UPLAND PRESERVATION AREAS (21.6 ACRES)
- REQUIRED WETLAND BUFFER (UPLANDS) (15.0 ACRES)
- JURISDICTIONAL FILL AREAS
- JURISDICTIONAL EXCAVATION AREAS
MILKWEED LOCATION LEGEND:
▪ 120 - 70 PLANTS TO BE PRESERVED
● 120 - 70 PLANTS TO BE RELOCATED
□ 129 - 136 PLANTS TO BE REMOVED
276
REV. PER SFPR, SFD DEFICIENCY
ATLANTIC GULF COMMUNITIES
ESTERO POINTE
MILKWEED LOCATIONS & MANAGEMENT PLAN
JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
MAY, 1995
20053
30-46-25
1" = 300'
3

ESTERO POINTE RPD

AMENDED LIST OF DEVIATIONS
DECEMBER 12, 1995

D-1 REQUIREMENT PROHIBITING OR RESTRICTING ALTERATION OR DEVELOPMENT WITHIN RESOURCE PROTECTION AREAS [SECTIONS 10-153, 14-198 AND 34-1574], TO PERMIT:

(A) CONSTRUCTION OF RECREATIONAL BOARDWALKS AND CART PATHS THROUGH RPA AREAS TO ACCESS GOLF HOLES BOTH BY PEDESTRIANS AND GOLF CARTS.

(B) CONSTRUCTION OVER VARIOUS TZ AND RPA AREAS TO FACILITATE CONSTRUCTION OF A GOLF COURSE.

(C) CONSTRUCTION OVER VARIOUS TZ AND RPA AREAS TO FACILITATE CONSTRUCTION OF RESIDENTIAL DEVELOPMENT.

(D) CONSTRUCTION OF A ROAD ACCESS TO UPLAND HINTERLAND FOR CROSS INCTION OF MULTI-FAMILY TRACT.

(E) CONSTRUCTION OF A ROAD ACCESS TO THE PROJECT SITE.

D-2 REQUIREMENTS FOR ROAD SPECIFICATIONS [SECTION 10-296(c) TABLE 1, ITEM (2)(a)(2.b.)] AND BRICK PAVERS AS AN ALTERNATIVE ROAD SURFACE ON A PRIVATELY MAINTAINED ROAD IN A NEW DEVELOPMENT [SECTION 10-710] TO ALLOW THE ROADWAY CONFIGURATION SHOWN ON THE ATTACHED SKETCH.

D-3 WITHDRAWN.

D-4 REQUIREMENT THAT THE MAXIMUM RETENTION DEPTH FOR EXCAVATION BE 12 FEET [SECTION 10-329(d)(2)], TO A MAXIMUM EXCAVATION DEPTH OF 20 FEET WITHOUT ANY PENETRATION THROUGH IMPERVIOUS MARL OR ROCK LAYER WHICH PRESENTLY PROHIBITS INTERMINGLING OF VARIOUS WATER STRATA.

D-5 REQUIREMENT THAT EXCAVATION BANK SLOPES BE NO GREATER THAN 4:1 [SECTION 10-329(d)(4)] TO PERMIT 40% OF THE LAKE BANKS TO UTILIZE VERTICAL BULKHEADS.

D-6 REQUIREMENT THAT RESIDENTIAL DEVELOPMENTS SHALL PROVIDE 40% OPEN SPACE FOR LARGE DEVELOPMENTS (50% OF WHICH SHALL BE INDIGENOUS) [SECTION 10-415(b)] TO ALLOW THE OPEN SPACE TABLE PRESENTED.

D-7 REQUIREMENT THAT NO PORTION OF A BUFFER AREA THAT CONSISTS OF TREES AND SHRUBS SHALL BE LOCATED IN ANY EASEMENT [SECTION 10-416(d)(4)] TO ALLOW PLANTED BUFFERS IN EASEMENTS.

D-8 WITHDRAWN.

D-9 REQUIREMENT LIMITING THE HEIGHT OF BUILDINGS IN RESIDENTIAL PLANNED DEVELOPMENT ZONING CATEGORY WITHIN THE OUTLYING SUBURBAN LAND USE CATEGORY OF 45 FEET [SECTION 34-632(2)(3)(a)] TO ALLOW 30 STORIES OVER PARKING FOR DEVELOPMENT AREAS 2, 3, 4 AND 5.

D-10 WITHDRAWN.

D-11 DEVIATION FROM THE LEE COUNTY LAND DEVELOPMENT CODE TO ALLOW THE PROPERTY DEVELOPMENT REGULATIONS FOR ESTERO PLANNED RPD.

D-12 DEVIATION FROM THE REQUIREMENT THAT A 15-FOOT WIDE BUFFER LANDWARD FROM THE MEAN HIGH WATER LINE OF ALL NON-SEAWALLED NATURAL WATERWAYS BE PROVIDED [SECTION 10-414(2)] TO ALLOW CONSTRUCTION OF A BOAT RAMP, FISHING/OBSERVATION PIER, THREE (3) GAZEBOS AND TWO (2) CANOE LAUNCHES ON THE ESTERO RIVER AND OTHER CROSSINGS OR HALFWAY CREEK AS SHOWN ON THE MASTER CONCEPT PLAN AND BOARDWALKS AS PROPOSED IN THE SINGLE FAMILY AREAS.

D-13 DEVIATION FROM CONNECTION SEPARATION REQUIREMENTS OF SECTION 10-285 (a), TABLE 3, FOR THE EXTENSION OF WILLIAMS ROAD INTO THE PROJECT TO ALLOW CONNECTION SEPARATION AS SHOWN ON THE "MODIFIED ROUNDABOUT" ON THE MASTER CONCEPT PLAN.

SCHEDULE OF USES
for
ESTERO POINTE RPD

ACCESSORY USES AND STRUCTURES
ACCESSORY APARTMENT (60)
ADMINISTRATIVE OFFICE (60)
ATM
BAIT AND TACKLE SHOP
BANKS AND FINANCIAL ESTABLISHMENTS, Group I [Section 34-637(c)(1)]
BUSINESS SERVICES, Group I, and Group II limited to lawn and garden services and swimming pool cleaning services, [Section 34-632(c)(5)]
CLUBS
  COUNTRY (60)
  PRIVATE (60)
CONSULATE/SIGN ON PREMISES [Section 34-1361]
CONVENIENCE FOOD AND BEVERAGE STORE (60)
DAY CARE CENTER, CHILD (60)
DRUGSTORE (60), PHARMACY (60)
DWELLING UNIT
  SINGLE FAMILY (60)
  SEMI-DETACHED (DUPLEX)
  TWO-FAMILY ATTACHED (60)
  TOWNHOUSE (60)
  MULTIPLE FAMILY BUILDING (60)
  ZERO LOT LINE (60)
  COACH/CARRIAGE
ENTRANCE GATES AND GATEHOUSE (60)
ESSENTIAL SERVICES (60)
ESSENTIAL SERVICE FACILITIES, ALL GROUPS [Section 34-622(c)(2)]
EXCAVATION - WATER RETENTION
FENCES, WALLS
FOOD AND BEVERAGE SERVICE, LIMITED (60)
FOOD STORES, Group I [Section 34-622(c)(10)] including a gourmet grocery store
GIFT AND SOUVENIR SHOP (60)
GOLF COURSE AND ACCESSORY FACILITIES
GOLF DRIVING RANGE AND GOLF TRAINING FACILITY
HELISTOP (60)
HOME/CARE FACILITY (60)
HOME OCCUPATION
LAUNDRY OR DRY CLEANING [Section 34-622(c)(24)]
MODEL HOME, UNIT, DISPLAY CENTER
PARKS, PRIVATE, Group I [Section 34-622(c)(27)]
PARKING LOT ACCESSORY (60)
PERSONAL SERVICES, Groups I and II [Section 34-622(c)(32)]
PHARMACY (60)
POST OFFICE (60)
PRIVATE GOLF RANGE ADMINISTRATIVE HOUSE [SECTION 34-1178]
RECREATIONAL FACILITIES
  PERSONAL (60)
  PRIVATE (60)
REAL ESTATE SALES OFFICE
RESIDENTIAL ACCESSORY USES [Section 34-622(c)(42)]
RESTAURANTS, Groups I, II and III [Section 34-622(c)(43)]
SIGNS - In accordance with Chapter 30 of Land Development Code and Division
SPECIALTY RETAIL SHOPS, Groups I and II [Section 34-622(c)(47)]
TEMPORARY USES
TEMPORARY CONSTRUCTION TRAILER
TEMPORARY SALES CENTER
UNITS OF HIGH IMPACT [47], including those above

PROPERTY DEVELOPMENT REGULATIONS
for
ESTERO POINTE RPD (D-11)

	Minimum Lot Area (s.f.)	Minimum Lot Depth (feet)	Minimum Lot Width (feet)	Minimum Setback Side (feet)	Minimum Setback Rear (feet)	Minimum Setback Water Body (feet)	Maximum Height (feet)	Number of Habitable Floors	Minimum Building Separation (feet)	Subdivision	Condominium
RESIDENTIAL											
SFD Lanai	5,500	100	55	5	15	20	35	3	15	YES	YES
Cluster	5,500	100	55	5	15	20	35	3	15	YES	YES
Cabana	10,000	100	100	15	25	30	35	3	20	YES	YES
Semi-Detached 1st Side / 2nd Side	5,000	100	50	0 / 10	15	25	30	3	15	YES	YES
Two Lot Line 1st Side / 2nd Side	4,500	80	45	0 / 8	15	15	25	3	5	YES	YES
Townhouse/Coachhouse 1st Side / 2nd Side	3,000	80	24	0 / 0 or 10	15	20	30	3	Complex Separation 20	YES	YES
MULTI-FAMILY											
Garden Court	10,000	100	100		20	30	35	3	30		YES
Mid Rise	10,000	100	100		20	30	35	7	30		YES
High Rise	10,000	100	100		20	30	35	—	30		YES
CLUBHOUSE AREA	40,000	200	200	15	25	30	30	45	3	YES	YES
PRACTICE COMPLEX	40,000	200	200	15	25	30	30	45	3	15	YES	YES

All Income Areas

See LDC Sections 34-1574, 34-1138, 34-2192 and 34-2194 for waterway setbacks

Setback to Lanai Must Be 25 feet

* 30 Stories over parking. All buildings over 45 feet shall provide one half foot setback from Estero Pointe perimeter property line for every foot of elevation over 45 feet

An overall maximum of six (6) high-rise buildings may be located within multi-family Pods 2, 3, 4, and 5

Duplex or ground level buildings may be clustered in multi-family Pods 2, 3, 4 & 5

** Maximum number of stacked units 6

LAND USE/DENSITY BREAKDOWN

Size and configuration of areas may change at time of Final Zoning Plan Approval or Final Development Order

DESCRIPTION/LAND AREAS		ACRE
Wetlands		207.0
Golf Course		93.1
Golf Course Rough		31.8
Upland Buffer Areas		31.9
Lakes		31.8
Pod 1:	Recreation Area	4.0
Pod 2:	Multi Family	12.0
Pod 3:	Multi Family	9.3
Pod 4:	Multi Family	6.0
Pod 5:	Multi Family	6.0
Pod 6:	Residential	31.0
Pod 7:	Residential	23.0
Pod 8:	Residential	26.3
Pod 9 & 9A:	Residential	13.0
Pod 10:	Residential	46.9
Pod 11:	Residential	4.0
Pod 12:	Residential	7.0
Pod 13:	Upland Preservation Area	26.3
Pod 14:	Practice Area	11.5
Pod 15:	Clubhouse	16.0
Pod 16:	Park Area	3.3
Pod 17:	Maintenance Area	3.3
Pod 18:	STP	6.0
Pod 19:	Upland Preservation	7.4
Pod 20/21:	Upland Preservation	17.0
Pod 22:	Upland Preservation	6.3
Pod 23:	Upland Island Preservation Areas	4.3
	TOTAL SITE AREA	663.9

Open Space Table
(D-6)

Required Open Space: 663.93 Ac. x 40% = 265.572 Ac. (40%)
Indigenous Requirement = 132.886 Ac. (20%)

Open Space Provided (A, B)			ACRE (Ac ±)
Wetlands			207.0
Preservation Area 13			10.5
Preservation Area 19			2.6
Preservation Area 20/21			12.0
Preservation Area 22			6.3
Upland Islands Preservation Areas 23 thru			4.3
Golf Course			93.1
Golf Course Rough			31.8
Upland Buffer Areas			31.9
Park (Area 16)			3.3
Lakes			31.8
Recreational Area 1 (5 Ac. x 80%)		=	4.0
Multi-Family Pod 2:	12.0 ± 15%	=	1.8
Multi-Family Pod 3:	9.3 ± 15%	=	1.4
Multi-Family Pod 4:	6.0 ± 15%	=	.9
Multi-Family Pod 5:	6.0 ± 15%	=	.9
Residential Pod 6:	31.0 ± 10%	=	3.1
Residential Pod 7:	23.0 ± 30%	=	2.9
Residential Pod 8:	26.3 ± 30%	=	2.6
Residential Pod 9 & 9A:	13.0 ± 20%	=	2.3
Residential Pod 10:	46.9 ± 10%	=	4.5 (46.5 minus Lake)
Residential Pod 11:	4.0 ± 10%	=	.4
Residential Pod 12:	7.0 ± 10%	=	.7
Practice Area (Pod 14):	11.5 ± 60%	=	9.2
Clubhouse Site (Pod 15):	16.0 ± 15%	=	2.4
Maintenance (Pod 17):	3.3 ± 15%	=	.4
STP (Pod 18):	6.0 ± 15%	=	.9
Total Open Space Provided			429.67 (78%)
Total Indigenous Open Space Provided			400.8 (37%)

NOTE: Size and configuration of areas may change at time of Final Zoning Plan Approval or Final Development Order.

APPROVED
Master Concept Plan
Site Plan # 95-054, Page 1 of 2
Subject to conditions in Resolution Z-95-027
Zoning Case # 95-05-022.02

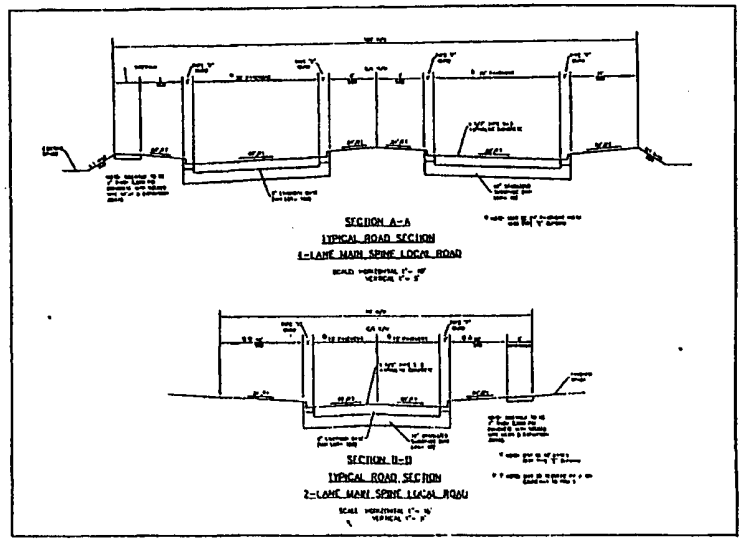
RECEIVED
JAN 05 1996
ZONING COUNTER

DOCUMENTATION
ESTERO POINTE RPD

JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
2158 JOHNSON STREET, P.O. BOX 1550, FORT MYERS, FLORIDA 33902-1550, PHONE (941) 334-0046

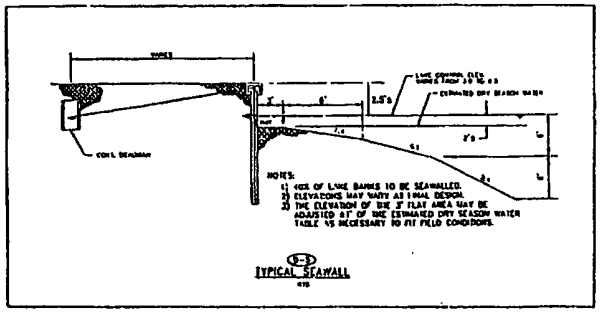
Date	Project No.	Sht No.	Rev	Sht	Scale
December 1995	205.70	30 of 46	75	11/5	1

12-12-1995 10:54 OUT 2053040LPNG



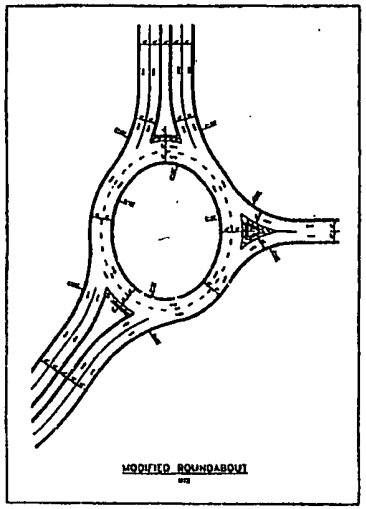
SECTION A-A
TYPICAL ROAD SECTION
4-LANE MAIN SPINE LOCAL ROAD

SECTION B-B
TYPICAL ROAD SECTION
2-LANE MAIN SPINE LOCAL ROAD



NOTES:
1) USE OF LAKE BANKS TO BE SEAWALLED.
2) ELEVATIONS MAY VARY AT FINAL DESIGN.
3) THE ELEVATION OF THE 3' FLAT AREA MAY BE ADJUSTED AT OF THE ESTIMATED DRY SEASON WATER TABLE AS NECESSARY TO FIT FIELD CONDITIONS.

TYPICAL SEAWALL



MODIFIED ROUNDABOUT

RECEIVED
JAN 05 1996
ZONING COUNTY

APPROVED
Master Concept Plan
Site Plan + Sketch, Typical 08.12
Subject to conditions in Resolution Z-95-068
Zoning Case # 95-04-018.02 R.

DOCUMENTATION
ESTERO POINTE RPD

JOHNSON ENGINEERING, INC.				
ENGINEERS, SURVEYORS AND ECOLOGISTS				
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
December 1995	20320	30-46-25	NTS	8

PROPERTY DEVELOPMENT REGULATIONS
for
ESTERO POINTE RPD (D-11)

	Minimum Lot			Minimum Setback								
	Area (s.f.)	Depth (feet)	Width (feet)	Side (feet)	Rear (feet)	Road (feet)	Water Body (feet)	Maximum Height (feet)	Number of Habitable Floors	Minimum Building Separation (feet)	Subdivision	Condominium
RESIDENTIAL												
Mid-Level	7,500	100	75	7.5	15	20	20	45	3	15	YES	YES
Courtyard	5,500	100	55	5	10	20	20	45	3	10	YES	YES
Estates	10,000	100	100	15	20	20	20	45	3	30	YES	YES
Semi-Detached 1st Side 2nd Side	5,000	100	50	 0 7.5	15	20	20	45	3	15	YES	YES
Zero Lot Line 1st Side 2nd Side	4,500	80	45	 0 4	15	15	20	45	3	4	YES	YES
Carriage/Townhouse 1st Side 2nd Side	2,800	80	35	 0 0 or 10	20	20	20	45	3	** Complex Separation: 20	YES	YES
MULTI-FAMILY												
Ground Level	10,000	100	100		20	20	25	45	3	20		YES
Mid-Rise	10,000	100	100		20	20	25	75	7	20		YES
High-Rise	10,000	100	100		20	20	25	—	20*	60		YES
CLUBHOUSE AREA	40,000	200	200	15	20	20	20	45	2	15	YES	YES
PRACTICE COMPLEX	40,000	200	200	15	20	20	20	45	2	15	YES	YES

RECEIVED
JAN 05 1996
ZONING COUNTER

ADMINISTRATIVE AMENDMENT
LEE COUNTY, FLORIDA

WHEREAS, West Bay Club Development Corporation filed an application for administrative approval to a Residential Planned Development on a project known as West Bay Club RPD for request on property located at 4651 Williams Road. The requested amendment proposes to:

1. **Change the unit distribution within the project by reducing the intensity within the Suburban area of the project, while increasing the units within the Outlying Suburban area;**

2. **Eliminate the proposed sewer treatment plant in the southeast quadrant and in accordance with Condition 11 of Resolution Z-96-005 replaced with residential and/or golf course uses;**

3. **Move the existing bridge over Halfway Creek in the southeastern portion of the site to the north to function as a golf crossing;**

4. **Reduce the golf practice and clubhouse tracts, while increasing and reconfiguring the preservation and golf course area;**

5. **Enlarge and reconfigure the preservation area and Listed Species Relocation Area;**

6. **Combine and shift residential tracts 11 and 12 to the north to accommodate the golf course design;**

7. **Expand northern portion of Tract 10 by 2 single family lots, decrease the size of the Park, and adjustment of lot lines in Tracts 6, 7, and 10;**

8. **Reconfigure Tract 10 and golf course lying west of the eastern boundary and north of the boundary line between the Outlying Suburban and Suburban land use categories;**

9. **Move the northernmost creek crossing south**

10. **Show the reconfigured lakes on the Master Concept Plan based upon the South Florida Water Management District permits and modifications;**

11. **Amend the approved Property Development regulations by excluding the "Estate" category; and**

12. **Amend the Open Space Table and Site Breakdown while still complying with Condition 6 of Resolution Z-96-005 for minimum total open space.**

The subject property is described more particularly as:

LEGAL DESCRIPTION: In Section 29, 30, 31, and 32, Township 46 South, Range 25 East, and Sections 05 and 06, Township 47 South, Range 25 East, Lee County, Florida:

A tract or parcel of land lying in Sections 29, 30, 31, and 32, Township 46 South, Range 25 East; and Sections 05 and 06, Township 47 South, Range 25 East, Lee County, Florida which tract or parcel is described as follows:
Beginning at the North Quarter Section corner of said Section 05, Township 47 South, Range 25 East, said point being the Northeast corner of Lot 56B of FLORIDA GULF LAND COMPANY SUBDIVISION as recorded in Plat Book 1 at Page 59, Lee County Records and run S00°40'16"E for 30.00 feet to the South right-of-way (ROW) line of Williams Road (60 feet wide);
THENCE run N89°00'18"E along said South line for 165.26 feet;
THENCE run S00°36'29" E for 200.00 feet to the Southeast corner of lands described in deed recorded in Official Record Book 2465 at Page 3044, Lee County Records;
THENCE run S89°00'18"W along the South line of said lands for 494.00 feet to an intersection with the East line of Lot 55B of said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run S00°47'09"E along said East line for 765.00 feet;
THENCE run S88°57'37"W for 327.43 feet to an intersection with the East line of Lot 54B;
THENCE run S00°54'02"E for 351.20 to the Southeast corner of Lot 54B;
THENCE run N89°15'52"E along the South line of Lots 55B and 56B for 653.45 feet;
THENCE run N89°15'52"E along the South line of Lot 57B for 327.60 feet;
THENCE run S00°32'41"E along the East line of Lot 40B for 1,350.95 feet;
THENCE run S89°31'44"W for 324.62 feet to the center of said Section 05, said point being the Southwest corner of said Lot 40B;
THENCE run S89°34'40"W for 2,592.29 feet to the West Quarter section corner of Section 05, said point being the Southwest corner of Lot 48B of said subdivision;
THENCE run S01°31'46"E for 92.78 feet to the Southeasterly corner of lands described in deed recorded in Official Record Book 2192 at Page 567, Lee County Records;
THENCE run along the South line of said lands the following courses:
S89°10'55"W for 349.43 feet;
S00°49'50"E for 162.49 feet;
N81°20'47"W for 600.53 feet;
S46°11'51"W for 77.45 feet;
THENCE run N01°35'45"W along the West line of said lands for 2,875.95 feet to an intersection with the North line of said Section 06;
THENCE run S88°56'02"W along the North line of said Section 06 for 1,638.66 feet to the Southwest corner of lands described in deed recorded in Official Record Book 1509 at Page 221, Lee County Records, said point also being the Southwest corner of Lot 8A of said FLORIDA GULF LAND COMPANY SUBDIVISION and the South Quarter (S¼) Section corner of Section 31, Township 46 South, Range 25 East;
THENCE run N00°22'46"W along the West line of said lands along the North/South Quarter (N/S¼) Section line for 2,656.37 feet to the Northwest corner of Lot 25A, said FLORIDA GULF LAND COMPANY SUBDIVISION;

THENCE continue N00°22'46"W along the West line of said lands and the West line of Lots 40A and 57A of said subdivision for 2,391 feet, more or less to the waters of the Estero River;
THENCE run Northeasterly, Southeasterly, Southwesterly, Southerly, Southeasterly and Northeasterly along said waters for 5,030 feet, more or less to an intersection with the East line of the Southeast Quarter (SE¼) of said Section 30, Township 46 South, Range 25 East;
THENCE run N00°32'05"W along said East line for 224 feet, more or less to said waters;
THENCE run Southeasterly, Southwesterly, Westerly and Southwesterly along said waters for 1,213 feet, more or less to an intersection with the North line of said Section 32, Township 46 South, Range 25 East, said line being the North line of Lot 49A of said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run N87°54'53"E along said North line for 628 feet, more or less to said waters for 485 feet, more or less to an intersection with the East line of Lot 52A, said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run S00°43'04"E along said East line of Lot 52A for 1,190 feet, more or less to the Southeast corner of lands described in deed recorded in Official Record Book 1807 at Page 4091, Lee County Records, said point being the Southeast corner of said Lot 52A of said subdivision;
THENCE run N88°27'02"E along the North line of Lots 44A, 43A, 42A and 41A of said FLORIDA GULF LAND COMPANY SUBDIVISION for 1,257.39
feet to an intersection with the Southwesterly line of a Florida Power and Light Company transmission line easement (100) feet wide);
THENCE run S20°51'33"E along said Southwesterly line for 125.36 feet to an intersection with the North/South Quarter (N/S¼) Section line of said Section 32;
THENCE run S00°55'33E along said Quarter section line and along the East line of Lot 41A of said Subdivision for 1,226.63 feet to the Southeast corner of lands described in deed recorded in Official Record Book 1528 at Page 12, Lee County Records, said point also being the Southeast corner of said Lot 41A;
THENCE run S00°56'02"E along said North/South Quarter Section line and the East line of Lot 24A and 9A of said FLORIDA GULF LAND COMPANY SUBDIVISION for 2,644.19 feet to the POINT OF BEGINNING.

WHEREAS, the property was originally rezoned in case number 95-06-148.03Z; and

WHEREAS, the Lee County Land Development Code provides for certain administrative changes to planned development master concept plans and planned unit development final development plans; and

WHEREAS, the subject application and plans have been reviewed by the Lee County Department of Community Development in accordance with applicable regulations for compliance with all terms of the administrative approval procedures; and

WHEREAS, it is found that the proposed amendment does not increase density or intensity within the overall development; does not decrease buffers or open space required by the LDC; does not underutilize public resources or infrastructure; does not reduce total open space, buffering, landscaping or preservation areas; and does not otherwise adversely impact on surrounding land uses; and

WHEREAS, it is found that the proposed amendment to change the unit distribution within the project by reducing the intensity within the Suburban area of the project, while increasing the units within the Outlying Suburban area will not increase the overall total number of units approved within the original planned development; will not create any additional impacts on the surrounding road network since all traffic enters and exits via Williams Road; is consistent with Policy 5.1.11 of the Lee Plan providing the density of a project can be the sum of the allowable densities for each land use category where land under single ownership is divided into two or more land use categories; and the overall density of the project does not exceed the allowable density under the Lee Plan.

NOW, THEREFORE, IT IS HEREBY DETERMINED that the following amendments to the approved Residential Planned Development are **APPROVED:**

1. **Change the unit distribution within the project by reducing the intensity within the Suburban area of the project, while increasing the units within the Outlying Suburban area;**

2. **Eliminate the proposed sewer treatment plant in the southeast quadrant and in accordance with Condition 11 of Resolution Z-96-005 replaced with residential and/or golf course uses;**

3. **Move the existing bridge over Halfway Creek in the southeastern portion of the site to the north to function as a golf crossing;**

4. **Reduce the golf practice and clubhouse tracts, while increasing and reconfiguring the preservation and golf course area;**

5. **Enlarge and reconfigure the preservation area and Listed Species Relocation Area;**

6. **Combine and shift residential tracts 11 and 12 to the north to accommodate the golf course design;**

7. **Expand northern portion of Tract 10 by 2 single family lots, decrease the size of the Park, and adjustment of lot lines in Tracts 6, 7, and 10;**

8. **Reconfigure Tract 10 and golf course lying west of the eastern boundary and north of the boundary line between the Outlying Suburban and Suburban land use categories;**

9. **Move the northernmost creek crossing south to improve the golf course design;**

10. **Show the reconfigured lakes on the Master Concept Plan based upon the South Florida Water Management District permits and modifications;**

11. **Amend the approved Property Development regulations by excluding the "Estate" category; and**

12. **Amend the Open Space Table and Site Breakdown while still complying with Condition 6 of Resolution Z-96-005 for minimum total open space.**

Approval is subject to the following conditions:

1. **The terms and conditions of Resolution Z-96-005 remain in full force and effect, except as may be amended by this action and adoption of the amended Master Concept Plan.**

2. **Condition 1 of Resolution Z-96-005 is hereby amended to adopt the new Master Concept Plan, a four-page plan stamped received February 25, 1998, except as modified by the conditions below. This approval does not alleviate the need to comply with all state and county development regulations, except as specifically modified by this approval. Rezoning the subject property does not include those properties owned by the state, i.e., submerged lands. Site Plan PD-98-003 is hereby APPROVED and adopted. A reduced copy is attached hereto.**

3. **Condition 4 of Resolution Z-96-005 is hereby amended to change the distribution of residential dwelling units. The RPD is limited to a maximum of 1,121 residential dwelling units with the following distribution:**

   a. **A maximum of 1,075 dwelling units are permitted in the subject properties located within the Outlying Suburban Land Use Category, of which no more than 630 dwelling units are permitted within Development Areas 3, 4, and 5.**

   b. **A maximum of 46 dwelling units are permitted within the subject properties in the Suburban Land Use Category.**

4. **Condition 5 of Resolution Z-96-005 is hereby amended to delete the "Estate" category from the approved Property Development Regulations.**

5. **Condition 11 of Resolution Z-96-005 is hereby amended eliminating the proposed use of a sewer treatment plant and allowing for future residential development in accordance with the original condition.**

DULY SIGNED this 10th day of April, A.D., 1998.

BY: Mary Gibbs
Mary Gibbs, Director
Department of Community Development

DCI 2004-00046
RECEIVED
JUN 22 2004
PERMIT COUNTER

AMENDED
MASTER CONCEPT PLAN
FOR

WEST BAY CLUB RPD

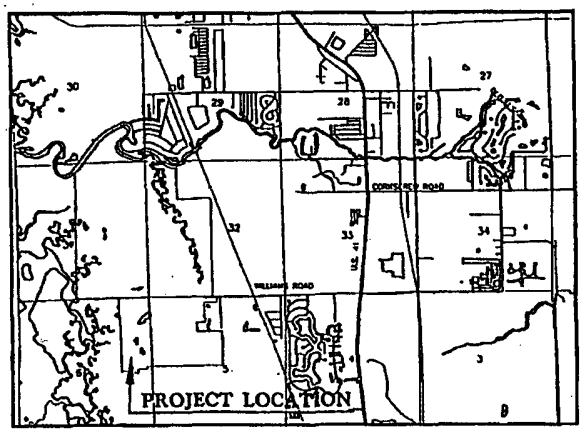
SECTIONS 29/30/31/32, TOWNSHIP 46 S., RANGE 25 E.
SECTIONS 5/6, TOWNSHIP 47 S., RANGE 25 E.
BONITA SPRINGS, LEE COUNTY, FLORIDA

DCI 2004-00046

RECEIVED
JUN 22 2004
PERMIT COUNTER

INDEX OF PLANS

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	MASTER CONCEPT PLAN
3	MILKWEED LOCATIONS & MANAGEMENT PLAN
4-5	DOCUMENTATION



LOCATION MAP

0 1000 2000 4000
SCALE IN FEET

NORTH

PREPARED BY

JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
2158 JOHNSON STREET
POST OFFICE BOX 1550
FORT MYERS, FLORIDA 33902
PHONE (813) 334-0046
FAX (813) 334-3661

APPLICANT

ATLANTIC GULF COMMUNITIES CORPORATION
2601 SOUTH BAYSHORE DRIVE
MIAMI, FLORIDA 33133
PHONE (305) 859-4390
FAX (D05) 859-4457

STRAP NUMBERS

29-46-25-00-00002.0010
30-46-25-00-00001.0010
31-46-25-01-00001.0000
31-46-25-01-00002.0000
31-46-25-01-00003.0040
31-46-25-01-00003.0050
31-46-25-01-00003.0060
31-46-25-01-00003.006B
31-46-25-01-00003.0080
31-46-25-01-00003.0380
32-46-25-01-00003.0110
32-46-25-01-00003.0120
32-46-25-01-00003.0140
32-46-25-01-00003.0500
32-46-25-01-00004.0000
32-46-25-01-00004.0010
32-46-25-01-00004.001A
32-46-25-01-00005.0000
32-46-25-01-00006.0000
32-46-25-01-00007.0000
32-46-25-01-00008.0000
33-46-25-01-00009.0000
33-46-25-01-00010.0000
33-46-25-01-00011.0000
05-47-25-01-00003.0130
05-47-25-01-00003.0400
05-47-25-01-00003.040A
05-47-25-01-00003.040B
05-47-25-01-00003.040C
05-47-25-01-00003.040D
05-47-25-01-00003.0510
05-47-25-01-00003.0520
05-47-25-01-00003.0540
05-47-25-01-00003.0550
05-47-25-01-00003.055C
05-47-25-01-00019.0000
05-47-25-01-00019.0010
05-47-25-01-00019.0020
05-47-25-01-00019.0030
05-47-25-01-00010.0000
06-47-25-00-00002.0020

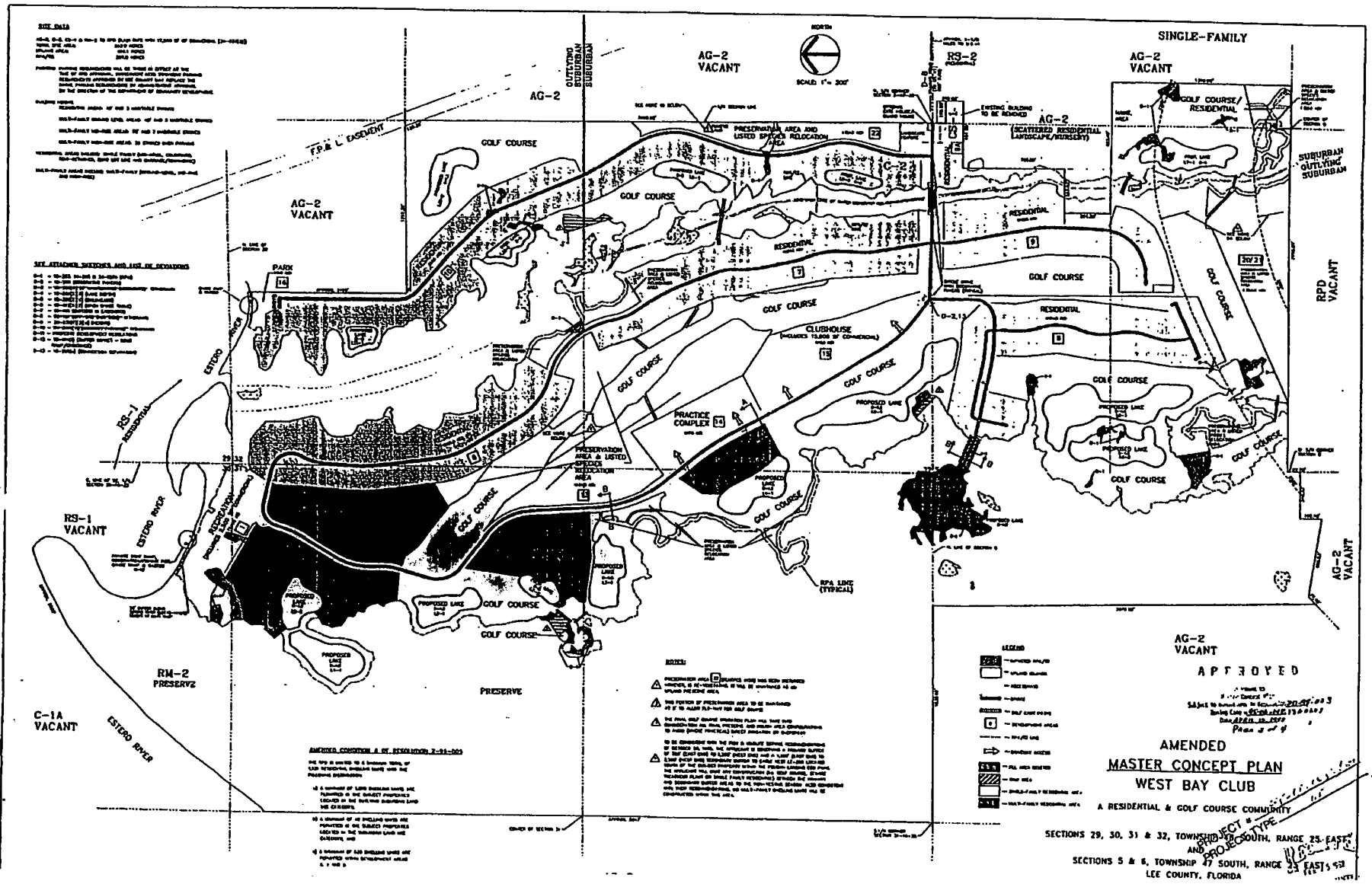
RECEIVED
FEB 25 1998
PERMIT COUNTER

ZONING

RPD

PROJECT # 98-02-111.11
PROJECT TYPE
APPROVED

RECEIVED
FEB 25 1998


AG-2
VACANT
AG-2
AG-2
VACANT
SINGLE-FAMILY
AG-2
VACANT
RS-2
RESIDENTIAL
OUTLYING SUBURBAN
SUBURBAN
F.P.& L. EASEMENT
GOLF COURSE
PRESERVATION AREA AND LISTED SPECIES RELOCATION AREA
AG-2
(SCATTERED RESIDENTIAL LANDSCAPE/NURSERY)
GOLF COURSE/ RESIDENTIAL
SUBURBAN OUTLYING SUBURBAN
AG-2
VACANT
PARK
RESIDENTIAL
GOLF COURSE
RPD
VACANT
CLUBHOUSE
(INCLUDES 13,000 SF COMMERCIAL)
ESTERO RIVER
RS-1
RESIDENTIAL
PRACTICE COMPLEX
PRESERVATION AREA & LISTED SPECIES RELOCATION AREA
RS-1
VACANT
RM-2
PRESERV2
PRESERVE
C-1A
VACANT
RPA LINE (TYPICAL)
AG-2
VACANT
APPROVED
AMENDED
MASTER CONCEPT PLAN
WEST BAY CLUB
A RESIDENTIAL & GOLF COURSE COMMUNITY
SECTIONS 29, 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST
AND
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA
PROJECT #
PROJECT TYPE

AMENDED LIST OF DEVIATIONS
FEBRUARY 19, 1998

D-1 REQUIREMENT PROHIBITING OR RESTRICTING ALTERATION OR DEVELOPMENT WITHIN RESOURCE PROTECTION AREAS (SECTIONS 10-353, 14-298 AND 34-4574), TO PERMIT:

(A) CONSTRUCTION OF RECREATIONAL BOARDWALKS AND CART PATHS THROUGH RPA AREAS TO ACCESS GOLF HOLES BOTH BY PEDESTRIANS AND GOLF CARTS;

(B) CONSTRUCTION OVER VARIOUS 12 AND RPA AREAS TO FACILITATE CONSTRUCTION OF A GOLF COURSE;

(C) CONSTRUCTION OVER VARIOUS 12 AND RPA AREAS TO FACILITATE CONSTRUCTION OF RESIDENTIAL DEVELOPMENT;

(D) CONSTRUCTION OF A ROAD ACCESS TO UPLAND HIGHLAND FOR CONSTRUCTION OF MULTI-FAMILY TRACT;

(E) CONSTRUCTION OF A ROAD ACCESS TO THE PROJECT SITE.

D-2 REQUIREMENTS FOR ROAD SPECIFICATIONS [SECTION 10-296 TABLE 4(7)(c)] AND SWALE PAVERS AS AN ALTERNATIVE ROAD SURFACE ON A PRIVATELY MAINTAINED ROAD IN A NEW DEVELOPMENT [SECTION 10-716] TO ALLOW THE ROADWAY CONFIGURATION SHOWN ON THE ATTACHED SKETCH.

D-3 WITHDRAWN.

D-4 REQUIREMENT THAT THE MAXIMUM RETENTION DEPTH FOR EXCAVATION BE 12 FEET [SECTION 10-329(e)(2)(j)] TO A MAXIMUM EXCAVATION DEPTH OF 20 FEET WITHOUT ANY PENETRATION THROUGH IMPERVIOUS SOIL OR ROCK LAYER WHICH PRESENTLY PROHIBITS INTERMINGLING OF VARIOUS WATERY STRATA.

D-5 REQUIREMENT THAT EXCAVATION BANK SLOPES BE NO GREATER THAN 4:1 [SECTION 10-329(e)(2)(j)] TO PERMIT USE OF THE LAKE BANKS TO UTILIZE VERTICAL BULKHEADS.

D-6 REQUIREMENT THAT RESIDENTIAL DEVELOPMENTS SHALL PROVIDE 40% OPEN SPACE FOR LARGE DEVELOPMENTS (50% OF WHICH SHALL BE INDIGENOUS) [SECTION 10-415(b)(2)] TO ALLOW THE OPEN SPACE TABLE PROVIDED.

D-7 REQUIREMENT THAT NO PORTION OF A BUFFER AREA THAT CONSISTS OF TREES AND SHRUBS SHALL BE LOCATED IN ANY EASEMENT [SECTION 10-414] TO ALLOW PLANTED BUFFERS IN EASEMENTS.

D-8 WITHDRAWN.

D-9 REQUIREMENT LIMITING THE HEIGHT OF BUILDINGS IN RESIDENTIAL PLANNED DEVELOPMENT ZONING CATEGORY WITHIN THE CUSTOMS SUBURBAN LAND USE CATEGORY OF 45 FEET [SECTION 34-935(b)(3)(c)] TO ALLOW 30 STORIES OVER PARKING FOR DEVELOPMENT AREAS 2, 3, 4 AND 5.

D-10 WITHDRAWN.

D-11 DEVIATION FROM SECTION 34-936 OF THE LEE COUNTY LAND DEVELOPMENT CODE TO ALLOW THE PROPERTY DEVELOPMENT REGULATIONS FOR ESTERO POINTE DRI.

D-12 DEVIATION FROM THE REQUIREMENT THAT A 25-FOOT WIDE BUFFER LANDWARD FROM THE MEAN HIGH WATER LINE OF ALL NON-SEAWALLED NATURAL WATERWAYS BY PROVIDED [SECTION 10-414(1)] TO ALLOW CONSTRUCTION OF A BOAT RAMP, FISHING/OBSERVATION PIER, THREE (3) GAZEBOS AND TWO (2) CANOE LAUNCHES ON THE ESTERO RIVER AND OTHER ENCROACH ON HALFWAY CREEK AS SHOWN ON THE MASTER CONCEPT PLAN AND BOARDWALKS AS PROPOSED IN THE SINGLE FAMILY AREAS.

D-13 DEVIATION FROM CONNECTION SEPARATION REQUIREMENTS OF SECTION 10-285 (A), TABLE 2 FOR THE EXTENSION OF WILLIAMS ROAD INTO THE PROJECT TO ALLOW CONNECTION SEPARATION AS SHOWN ON THE "MODIFIED ROUNDABOUT" ON THE MASTER CONCEPT PLAN.

SCHEDULE OF USES

ACCESSORY USES AND STRUCTURES
ACCESSORY APARTMENT (AP)
ADMINISTRATIVE OFFICE (AO)
ATM
BAIT AND TACKLE SHOP
BANKS AND FINANCIAL ESTABLISHMENTS, Group I [Section 34-622(c)(2)]
BUSINESS SERVICES, Group I, and Group II if limited to loan and person services and swimming pool cleaning services. [Section 34-622(c)(3)]
CANOE LAUNCH
CLUBS
COUNTRY (CC)
PRIVATE (PC)
CONSUMPTION ON PREMISES [Section 34-1261]
CONVENIENCE FOOD AND BEVERAGE STORE (CF)
DAY CARE CENTER, CHILD (DC)
DRUGSTORE (DR), PHARMACY (PH)
DWELLING UNIT
SINGLE FAMILY (SF)
SEMI-DETACHED (DUPLEX)
TWO-FAMILY ATTACHED (DF)
TOWNHOUSE (AT)
MULTIPLE FAMILY BUILDING (MF)
ZERO LOT LINE (ZL)
COACH/CARRIAGE
ENTRANCE GATES AND GATEHOUSE (GT)
ESSENTIAL SERVICES (ES)
ESSENTIAL SERVICE FACILITIES, ALL GROUPS [Section 34-622(c)(1)(2)]
EXCAVATION -- WATER RETENTION
FENCES, WALLS
FOOD AND BEVERAGE SERVICE, LIMITED (SF)
FOOD STORES, Group I [Section 34-622(c)(14)] including a gourmet grocery store
GIFT AND SOUVENIR SHOP (GS)
GOLF COURSE AND ACCESSORY FACILITIES
GOLF DRIVING RANGE AND GOLF TRAINING FACILITY
HOBBYSHOP (HS)
HOME/CAMP FACILITY (AF)
HOME OCCUPATION
LAUNDRY OR DRY CLEANING [Section 34-622(c)(22)]
MODEL HOME, UNIT, DISPLAY CENTER
PARKS, PRIVATE, Group I [Section 34-622(c)(33)]
PARKING LOT ACCESSORY (AP)
PERSONAL SERVICES, Groups I and II [Section 34-622(c)(33)]
PHARMACY (PH)
POST OFFICE (PO)
PRIVATE BOAT RAMP AND OBSERVATION/FISHING PIER
RECREATIONAL FACILITIES
PERSONAL (RF)
PRIVATE (RC)
REAL ESTATE SALES OFFICE
RESIDENTIAL ACCESSORY USES [Section 34-622(c)(47)]
RESTAURANTS, Groups I, II and III [Section 34-622(c)(33)]
SIGNS -- in accordance with Chapter 30 of Land Development Code
SPECIALTY RETAIL SHOPS, Groups I and II [Section 34-622(c)(47)]
TEMPORARY USES
TEMPORARY CONSTRUCTION TRAILER
TEMPORARY SALES CENTER
UNITS OF HIGH IMPACT(HI), including time share

DEVIATIONS

DESIGNATION OF AREAS		AREA (IN ACRES)
Wetlands		397.8
Golf Course		83.9
Golf Course Rough		20.6
Upland Buffer Areas		36.6
Lakes		36.7
Pod 1:	Recreation Area	10.2
Pod 2:	Multi Family	12.8
Pod 3:	Multi Family	9.3
Pod 4:	Multi Family	4.7
Pod 5:	Multi Family	5.0
Pod 6:	Residential	26.3
Pod 7:	Residential	24.1
Pod 8:	Residential	24.8
Pod 9 & 9A:	Residential	21.3
Pod 10:	Preschool	44.0
Pod 11/12:	Multi Family	12.8
Pod 13:	Upland Preservation	28.5
Pod 14:	Practice Area	7.0
Pod 15:	Clubhouse	11.0
Pod 16:	Park Area	1.0
Pod 17/18:	Maintenance Area & Residential/Golf Course	14.3
Pod 19:	Upland Preservation	2.0
Pod 20/21:	Upland Preservation	12.8
Pod 22:	Upland Preservation	6.3
Pod 23:	Upland Island Preservation	3.1

PROPERTY DEVELOPMENT REGULATIONS
for
WEST BAY CLUB RPD

	Minimum Lot Area (s.f.)	Depth (feet)	Width (feet)	Min (feet)	Minimum Setback Rear (feet)	Road (feet)	Water Body (feet)	Maximum Height (feet)	Number of Habitable Floors	Minimum Building Separation (feet)	Sub-Divisions	Condominiums
RESIDENTIAL												
Mid-Level	7,500	100	75	7.5	15	20	30	45	3	15	YES	YES
Cluster	5,500	100	55	5	10	20	30	45	3	10	YES	YES
Semi-Detached 1st Side 2nd Side	7,500	100	90	0 7.5	15	20	30	45	3	15	YES	YES
Zero Lot Line 1st Side 2nd Side	4,500	90	45	0 4	15	15	30	45	3	8	YES	YES
Carriage/Townhouse 1st Side 2nd Side	2,800	60	35	0 0 or 20	20	20	30	45	3	15 Complex Separation 20	YES	YES
MULTI-FAMILY												
Ground Level	10,000	100	100		20	20	25	45	3	30		YES
Mid-Rise	10,000	100	100		20	20	25	75	7	30		YES
High-Rise	10,000	100	100		20	20	25	—	30*	60		YES
CLUBHOUSE AREA	10,000	100	100	15	20	25	30	45	3	15	YES	YES
PRACTICE COMPLEX	10,000	100	100	15	20	25	30	45	3	15	YES	YES

All Structures Types

See LDC Sections 34-1678, 34-1636, 34-2191 and 34-2194 for accessory structure setbacks

Setbacks to Zones Shown 25 feet

* 30 Stories over parking. All buildings over 45 feet shall provide one half foot setback from West Bay Club perimeter property line for every foot of elevation over 45 feet.

As a result enactment of the 60 high-rise buildings may be located within multi-family Pods 2, 4, and 5.

Mid-rise or ground level buildings may be clustered in multi-family Pods 2, 3, 4 & 5.

** Maximum number of attached units: 6

OPEN SPACE CALCULATIONS:

REQUIRED OPEN SPACE = 884.8± AC. x 40% = 345.9± AC. (40%)
INDIGENOUS REQUIREMENT = 172.9± AC. (20%)

OPEN SPACE PROVIDED (AC.±)

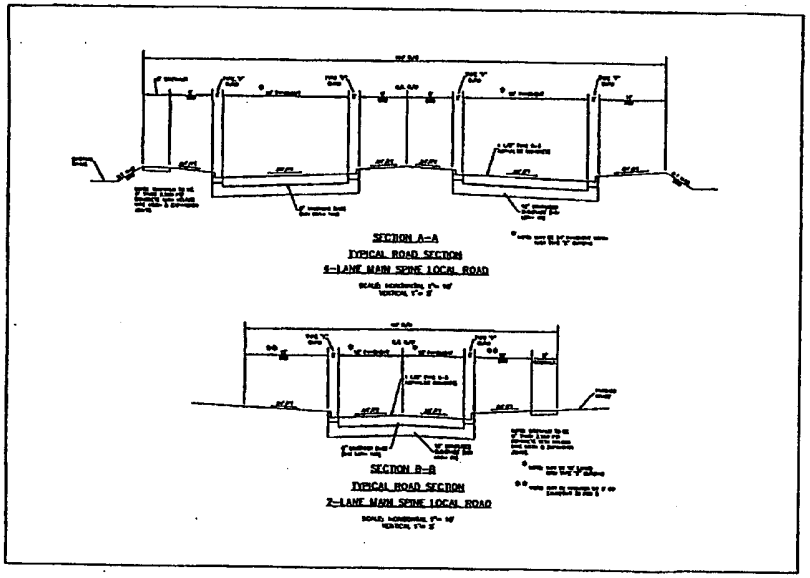
			SIZE (AC.±)
WETLANDS			
PRESERVATION AREA 1	[10.2 AC. + 1.68± AC. + 83 AC.(10-40 (40%))] =		397.8
PRESERVATION AREA 2			40.0
PRESERVATION AREA 3			2.0
PRESERVATION AREA 3	[10.0 AC. + 1.0± (10-40 (40%))] =		20.3
PRESERVATION AREA 4			6.5
UPLAND ISLAND PRESERVATION AREAS			3.1
GOLF COURSE			83.9
GOLF COURSE ROUGH			20.6
UPLAND BUFFER AREAS			36.6
PARK (AREA 16)			1.0
LAKES			36.7
RECREATIONAL AREA 1	(10.2 AC. + 40%)	=	4.2
MULTI-FAMILY POD 2 :	12.8 ± 75%	=	1.2
MULTI-FAMILY POD 3 :	9.3 ± 25%	=	2.3
MULTI-FAMILY POD 4 :	4.7 ± 25%	=	1.2
MULTI-FAMILY POD 5 :	5.0 ± 40%	=	2.0
SINGLE FAMILY POD 6 :	26.3 ± 90%	=	2.6
SINGLE FAMILY POD 7 :	24.1 ± 90%	=	2.4
SINGLE FAMILY POD 8 :	24.8 ± 90%	=	2.5
RESIDENTIAL POD 9 & 9A :	21.3 ± 90%	=	2.1
RESIDENTIAL POD 10 :	44.0 ± 10%	=	4.4
MULTI-FAMILY POD 11 & 12 :	12.8 ± 25%	=	3.1
PRACTICE AREA (POD 14)	7.0 ± 80%	=	5.6
CLUBHOUSE SITE (POD 15)	11.0 ± 15%	=	1.7
MAINTENANCE/ GOLF COURSE/ FUTURE RESIDENTIAL (PODS 17 & 18)	14.3 ± 40%	=	5.7
TOTAL OPEN SPACE PROVIDED		=	700.8 (81%)
TOTAL INDIGENOUS OPEN SPACE PROVIDED		=	523.8 (59%)

APPROVED

Amendment to
Master Concept Plan
for a mixed use development consisting of 1,200 dwelling units, 60 high-rise buildings, golf course, clubhouse, practice complex, and accessory uses.
Case #98-04-109.01Z
Page 2 of 4

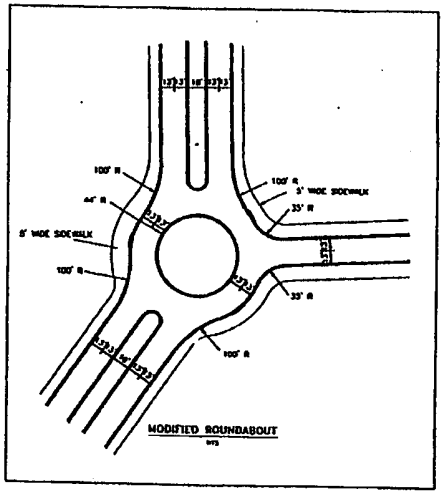
DOCUMENTATION ONLY
PROJECT TYPE
WEST BAY CLUB

RECEIVED
FEB 25 1998
COMMUNITY COUNTER

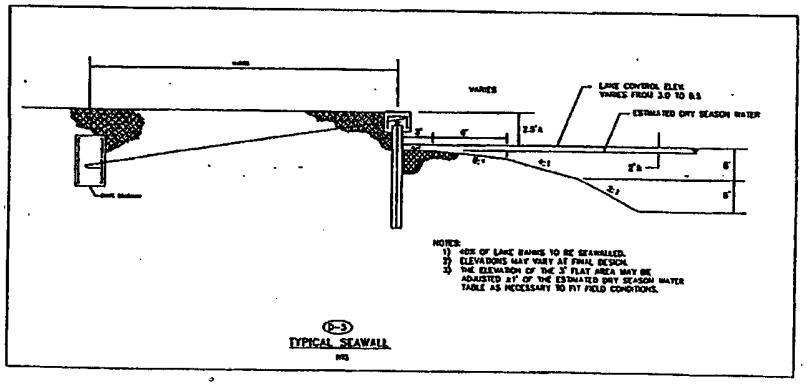


SECTION A–A
TYPICAL ROAD SECTION
4–LANE MAIN SPINE LOCAL ROAD

SECTION B–B
TYPICAL ROAD SECTION
2–LANE MAIN SPINE LOCAL ROAD



MODIFIED ROUNDABOUT



NOTES:
1) SIZE OF LAKE BANKS TO BE SEAWALLED.
2) ELEVATIONS MAY VARY AT FINAL DESIGN.
3) THE ELEVATION OF THE 3' FLAT AREA MAY BE ADJUSTED 2.5' OF THE ESTIMATED DRY SEASON WATER TABLE AS NECESSARY TO FIT FIELD CONDITIONS.

D-3
TYPICAL SEAWALL

APPROVED

PROJECT # 95-11-115.1
PROJECT TYPE

DOCUMENTATION
WEST BAY CLUB

RECEIVED
FEB 25 1
PERMIT CENTER

ADMINISTRATIVE AMENDMENT
LEE COUNTY, FLORIDA

WHEREAS, West Bay Club Development Corporation filed an application for Final Zoning Plan Approval to a Residential Planned Development on a project known as West Bay Club Golf Course Maintenance Site (f/k/a Estero Pointe) located at 22240 Kings Road, Estero, described more particularly as:

LEGAL DESCRIPTION: In Sections 29, 30, 31, and 32, Township 46 South, Range 25 East; and Sections 05 and 06, Township 47 South, Range 25 East, Lee County, Florida.

Beginning at the North Quarter Section corner of said Section 05, Township 47 South, Range 25 East, said point being the Northeast corner of Lot 56B of FLORIDA GULF LAND COMPANY SUBDIVISION as recorded in Plat Book 1 at Page 59, Lee County Records and run S00°40'16"E for 30.00 feet to the South right-of-way (ROW) line of Williams Road (60 feet wide);
THENCE run N89°00'18"E along said South line for 165.26 feet;
THENCE run S00°36'29" E for 200.00 feet to the Southeast corner of lands described in deed recorded in Official Record Book 2465 at Page 3044, Lee County Records;
THENCE run S89°00'18"W along the South line of said lands for 494.00 feet to an intersection with the East line of Lot 55B of said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run S00°47'09"E along said East line for 765.00 feet;
THENCE run S88°57'37"W for 327.43 feet to an intersection with the East line of Lot 54B;
THENCE run S00°54'02"E for 351.20 to the Southeast corner of Lot 54B;
THENCE run N89°15'52"E along the South line of Lots 55B and 56B for 653.45 feet;
THENCE run N89°15'52"E along the South line of Lot 57B for 327.60 feet;
THENCE run S00°32'41"E along the East line of Lot 40B for 1,350.95 feet;
THENCE run S89°31'44"W for 324.62 feet to the center of said Section 05, said point being the Southwest corner of said Lot 40B;
THENCE run S89°34'40"W for 2,592.29 feet to the West Quarter section corner of Section 05, said point being the Southwest corner of Lot 48B of said subdivision;
THENCE run S01°31'46"E for 92.78 feet to the Southeasterly corner of lands described in deed recorded in Official Record Book 2192 at Page 567, Lee County Records;
THENCE run along the South line of said lands the following courses:
S89°10'55"W for 349.43 feet;
S00°49'50"E for 162.49 feet;
N81°20'47"W for 600.53 feet;
S46°11'51"W for 77.45 feet;

THENCE run N01°35'45"W along the West line of said lands for 2,875.95 feet to an intersection with the North line of said Section 06;
THENCE run S88°56'02"W along the North line of said Section 06 for 1,638.66 feet to the Southwest corner of lands described in deed recorded in Official Record Book 1509 at Page 221, Lee County Records, said point also being the Southwest corner of Lot 8A of said FLORIDA GULF LAND COMPANY SUBDIVISION and the South Quarter (S¼) Section corner of Section 31, Township 46 South, Range 25 East;
THENCE run N00°22'46"W along the West line of said lands along the North/South Quarter (N/S¼) Section line for 2,656.37 feet to the Northwest corner of Lot 25A, said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE continue N00°22'46"W along the West line of said lands and the West line of Lots 40A and 57A of said subdivision for 2,391 feet, more or less to the waters of the Estero River;
THENCE run Northeasterly, Southeasterly, Southwesterly, Southerly, Southeasterly and Northeasterly along said waters for 5,030 feet, more or less to an intersection with the East line of the Southeast Quarter (SE¼) of said Section 30, Township 46 South, Range 25 East;
THENCE run N00°32'05"W along said East line for 224 feet, more or less to said waters;
THENCE run Southeasterly, Southwesterly, Westerly and Southwesterly along said waters for 1,213 feet, more or less to an intersection with the North line of said Section 32, Township 46 South, Range 25 East, said line being the North line of Lot 49A of said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run N87°54'53"E along said North line for 628 feet, more or less to said waters for 485 feet, more or less to an intersection with the East line of Lot 52A, said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run S00°43'04"E along said East line of Lot 52A for 1,190 feet, more or less to the Southeast corner of lands described in deed recorded in Official Record Book 1807 at Page 4091, Lee County Records, said point being the Southeast corner of said Lot 52A of said subdivision;
THENCE run N88°27'02"E along the North line of Lots 44A, 43A, 42A and 41A of said FLORIDA GULF LAND COMPANY SUBDIVISION for 1,257.39 feet to an intersection with the Southwesterly line of a Florida Power and Light Company transmission line easement (100) feet wide);
THENCE run S20°51'33"E along said Southwesterly line for 125.36 feet to an intersection with the North/South Quarter (N/S¼) Section line of said Section 32;
THENCE run S00°55'33E along said Quarter section line and along the corner of lands described in deed recorded in Official Record Book 1528 at Page 12, Lee County Records, said point also being the Southeast corner of said Lot 41A;
THENCE run S00°56'02"E along said North/South Quarter Section line and the East line of Lot 41A of said subdivision for 1,226.63 feet to the Southeast corner of lands described in deed recorded in Official Record Book 1528 at Page 12, Lee County Records, said point also being the Southeast corner of said Lot 41A;

THENCE run S00°56'02"E along said North/South Quarter Section line and the East line of Lots 24A and 9A of FLORIDA GULF LAND COMPANY SUBDIVISION for 2,644.19 feet to the POINT OF BEGINNING.

WHEREAS, the property was originally rezoned in case number 95-06-148.03Z 01.01 [with subsequent amendment in case number 95-06-148.13A 01.01]; and

WHEREAS, the Department of Community Development has reviewed the submitted plans and associated documentation; and

WHEREAS, it is found that this submittal is consistent with Resolution Z-96-005 and Administrative Amendment PD-98-003; and

WHEREAS, it is found that the only deviations being utilized as part of this Final Plan Approval relate to the approved Property Development Regulations and Open Space requirements; and

WHEREAS, access to the site is off Kings Road; and

WHEREAS, staff have determined that Kings Road must be upgraded from Williams Road to the site access.

NOW, THEREFORE, IT IS HEREBY DETERMINED that the application for Final Zoning Plan Approval to the Residential Planned Development for the West Bay Club Golf Course Maintenance Site is **APPROVED with the following conditions:**

1. **The Development must be in substantial compliance with the five-page Final Zoning Plan, by Johnson Engineering, Inc., dated March, 1998, and stamped received by the Permit Counter on November 25, 1998, with the revised Site Layout, Signing and Marking Plan stamped received by the Permit Counter on December 23, 1998.**

2. **Kings Road must be upgraded, from Williams Road to the site access, to a Category C road in accordance with the Category C standards in Chapter 10 of the Land Development Code (LDC).**

3. **Development must also be in compliance with all applicable conditions of Resolution Z-96-005 and Administrative Amendment PD-98-003.**

4. **Site Plan FPA-98-087 is hereby APPROVED and adopted. A reduced copy is attached hereto.**

DULY SIGNED this 30th day of December, A.D., 1998.

RECEIVED
JUN 22 2004
PERMIT COUNTER

BY: Mary Gibbs
Mary Gibbs, Director
Department of Community Development

DCI 2004-00046

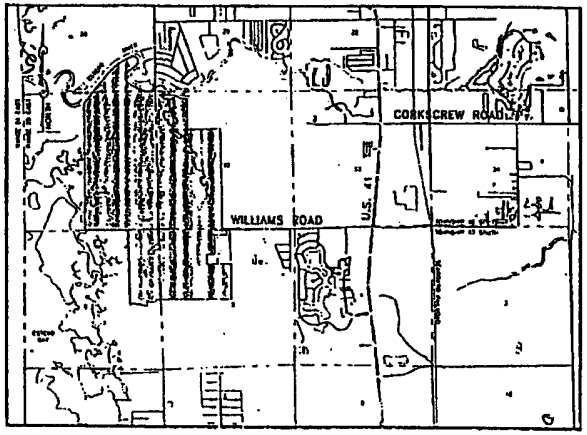
FINAL ZONING PLAN APPROVAL
FOR WEST BAY CLUB FKA ESTERO POINT

WEST BAY CLUB

SECTIONS 29/30/31/32, TOWNSHIP 46 S., RANGE 25 E.
SECTIONS 5/6, TOWNSHIP 47 S., RANGE 25 E.
BONITA SPRINGS, LEE COUNTY, FLORIDA

INDEX OF PLANS

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	SITE PLAN
3	DETAIL SHEET
4	VEGETATION PLAN
5	KEY MAP



PROJECT LOCATION

LOCATION MAP

PREPARED BY
JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
2158 JOHNSON STREET
POST OFFICE BOX 1550
FORT MYERS, FLORIDA 33902
PHONE (941) 334-0046
FAX (941) 334-3661

FEBRUARY 1998

APPLICANT

WEST BAY CLUB DEVELOPMENT CORPORATION
C/O ATLANTIC GULF COMMUNITIES CORPORATION
2601 SOUTH BAYSHORE DRIVE
MIAMI, FLORIDA 33133
PHONE (305) 859-4594
FAX (305) 859-4623

STRAP NUMBERS

29-46-25-00-00006.0010 32-46-25-01-00009.0000
30-46-25-00-00002.0010 32-46-25-01-00010.0000
31-46-25-01-00001.0000 32-46-25-01-00011.0000
31-46-25-01-00002.0000 05-47-25-01-00003.0130
31-46-25-01-00003.0040 05-47-25-01-00003.0400
31-46-25-01-00003.0050 05-47-25-01-00003.040A
31-46-25-01-00003.0060 05-47-25-01-00003.040B
31-46-25-01-00003.0068 05-47-25-01-00003.040C
31-46-25-01-00003.0080 05-47-25-01-00003.0400
31-46-25-01-00003.0380 05-47-25-01-00003.0510
32-46-25-01-00003.0110 05-47-25-01-00003.0520
32-46-25-01-00003.0120 05-47-25-01-00003.0540
32-46-25-01-00003.0140 05-47-25-01-00003.0550
32-46-25-01-00003.0500 05-47-25-01-00003.055C
32-46-25-01-00004.0000 05-47-25-01-00019.0000
32-46-25-01-00004.0010 05-47-25-01-00019.0010
32-46-25-01-00004.0010 05-47-25-01-00019.0020
32-46-25-01-00005.0000 05-47-25-01-00019.0030
32-46-25-01-00006.0000 05-47-25-01-00020.0000
32-46-25-01-00007.0000 08-47-25-00-00002.0010
32-46-25-01-00008.0000

ZONING

APPROVED (RESOLUTION # Z-96-005)
95-06-148.04A 01.01
PROJECT #
PROJECT TYPE

REGISTERED PROFESSIONAL ENGINEER
FLORIDA CERTIFICATE NO. 14614

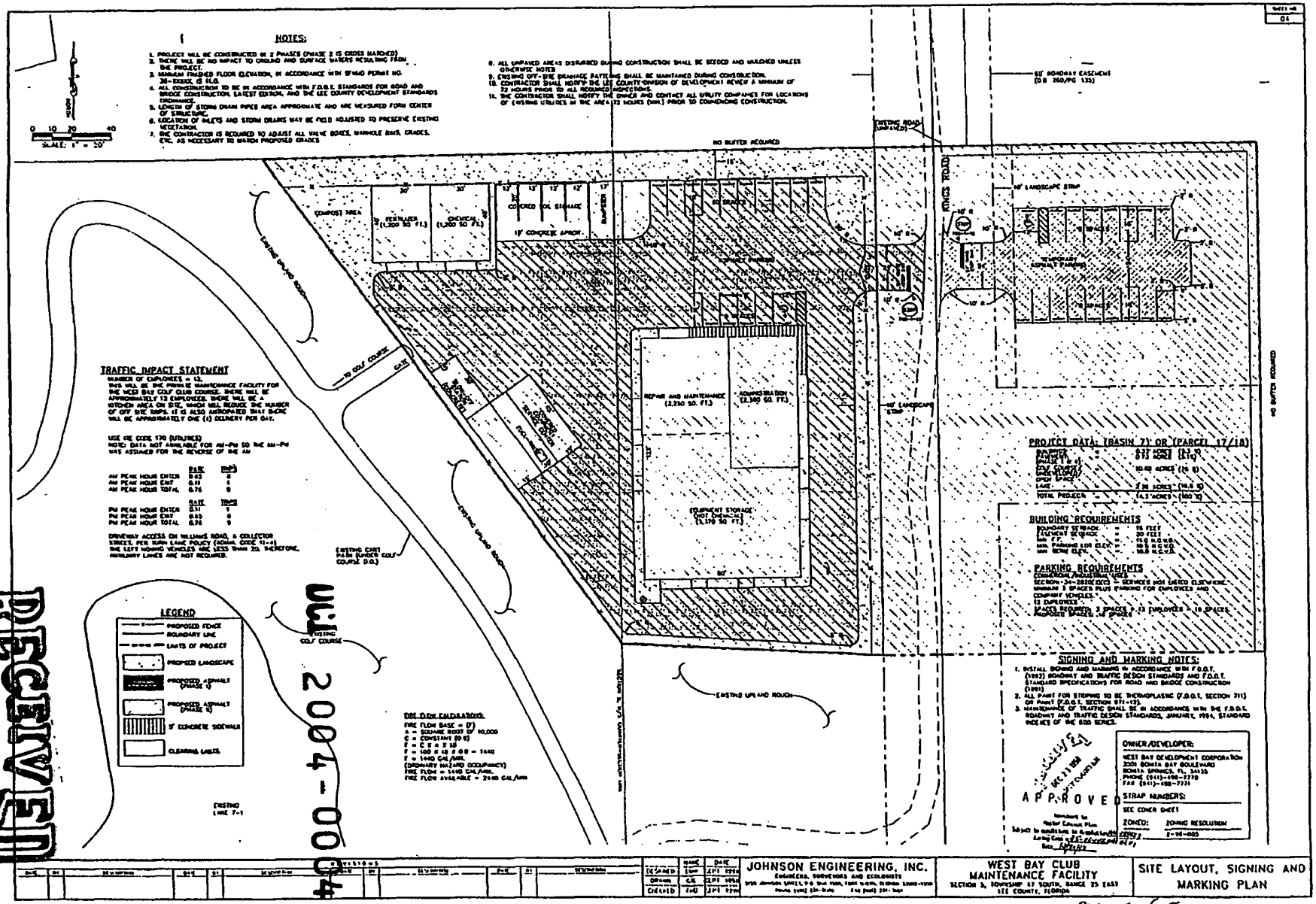
COVER SHEET
PHASE 2
SLOOMSON CONSTRUCTION PLANS
WEST BAY CLUB
WEST BAY DEVELOPMENT CORPORATION
JOHNSON ENGINEERING, INC.

RECEIVED
JUN 22 2004
PERMIT COUNTER

DCI 2004-00046

RECEIVED
NOV 15 1998
PERMIT COUNTER

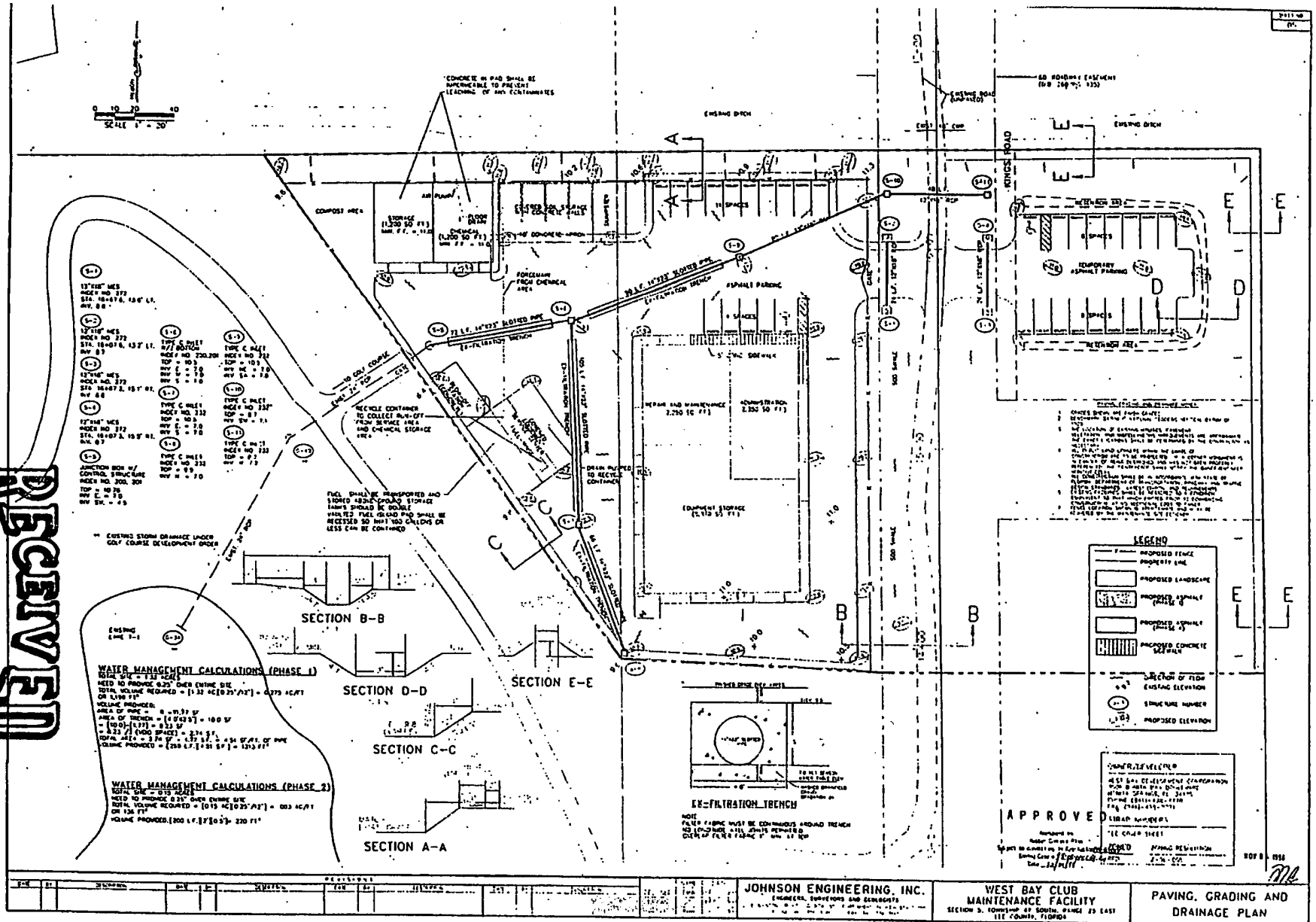
PAGE 1 of 5



RECEIVED
JUN 22 2004
PERMIT COUNTER

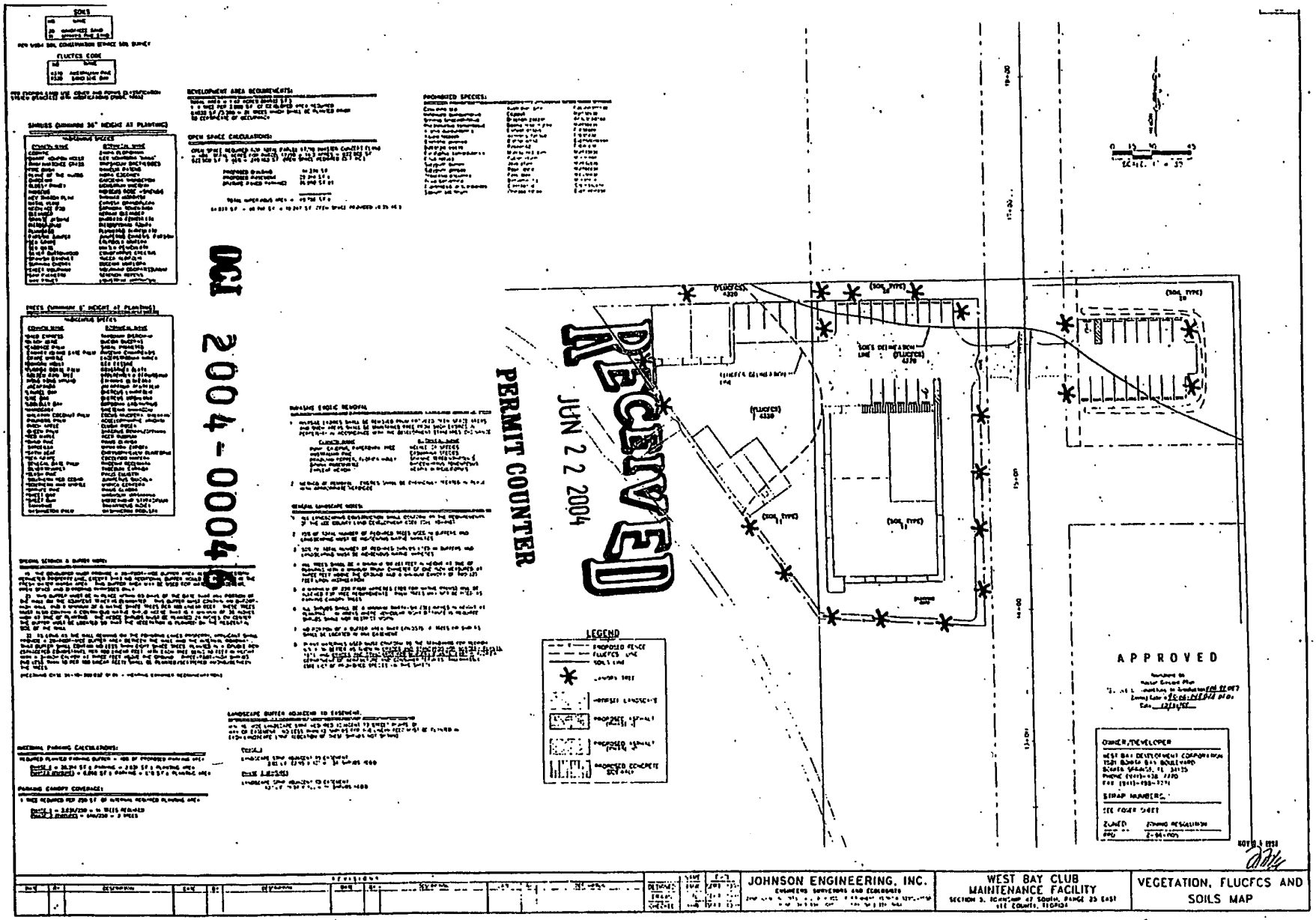
DCI 2004-00046

PAGE 1 OF 5



RECEIVED
JUN 22 2004
PERMIT COUNTER

2004-00046


RECEIVED
JUN 22 2004
PERMIT COUNTER
DCI 2004-00049
APPROVED
LEGEND
PROPOSED FENCE
FLUCFCS LINE
SOILS LINE
EXISTING TREES
PROPOSED ASPHALT
PROPOSED CONCRETE
OWNER/DEVELOPER
WEST BAY DEVELOPMENT CORPORATION
SIRAP NUMBERS:
SEE COVER SHEET
ZONED
ZONING RESOLUTION
PUD
Z-94-101
JOHNSON ENGINEERING, INC.
ENGINEERS SURVEYORS AND ECOLOGISTS
WEST BAY CLUB
MAINTENANCE FACILITY
SECTION 3, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA
VEGETATION, FLUCFCS AND
SOILS MAP

Page 5 of 5

DCI 2004-00046

RECEIVED
JUN 2 2 2004
PERMIT COUNTER

ADMINISTRATIVE AMENDMENT
LEE COUNTY, FLORIDA

WHEREAS, West Bay Club Development Corporation filed an application for Final Zoning Plan Approval to a Residential Planned Development on a project known as West Bay Club, Phase 3 (f/k/a Estero Pointe) located within the West Bay Club, Estero, described more particularly as:

LEGAL DESCRIPTION: In Sections 29, 30, 31, and 32, Township 46 South, Range 25 East; and Sections 05 and 06, Township 47 South, Range 25 East, Lee County, Florida.

Beginning at the North Quarter Section corner of said Section 05, Township 47 South, Range 25 East, said point being the Northeast corner of Lot 56B of FLORIDA GULF LAND COMPANY SUBDIVISION as recorded in Plat Book 1 at Page 59, Lee County Records and run S00°40'16"E for 30.00 feet to the South right-of-way (ROW) line of Williams Road (60 feet wide);
THENCE run N89°00'18"E along said South line for 165.26 feet;
THENCE run S00°36'29" E for 200.00 feet to the Southeast corner of lands described in deed recorded in Official Record Book 2465 at Page 3044, Lee County Records;
THENCE run S89°00'18"W along the South line of said lands for 494.00 feet to an intersection with the East line of Lot 55B of said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run S00°47'09"E along said East line for 765.00 feet;
THENCE run S88°57'37"W for 327.43 feet to an intersection with the East line of Lot 54B;
THENCE run S00°54'02"E for 351.20 to the Southeast corner of Lot 54B;
THENCE run N89°15'52"E along the South line of Lots 55B and 56B for 653.45 feet;
THENCE run N89°15'52"E along the South line of Lot 57B for 327.60 feet;
THENCE run S00°32'41"E along the East line of Lot 40B for 1,350.95 feet;
THENCE run S89°31'44"W for 324.62 feet to the center of said Section 05, said point being the Southwest corner of said Lot 40B;
THENCE run S89°34'40"W for 2,592.29 feet to the West Quarter section corner of Section 05, said point being the Southwest corner of Lot 48B of said subdivision;
THENCE run S01°31'46"E for 92.78 feet to the Southeasterly corner of lands described in deed recorded in Official Record Book 2192 at Page 567, Lee County Records;
THENCE run along the South line of said lands the following courses:
S89°10'55"W for 349.43 feet;
S00°49'50"E for 162.49 feet;
N81°20'47"W for 600.53 feet;
S46°11'51"W for 77.45 feet;
THENCE run N01°35'45"W along the West line of said lands for 2,875.95 feet to an intersection with the North line of said Section 06;

THENCE run S88°56'02"W along the North line of said Section 06 for 1,638.66 feet to the Southwest corner of lands described in deed recorded in Official Record Book 1509 at Page 221, Lee County Records, said point also being the Southwest corner of Lot 8A of said FLORIDA GULF LAND COMPANY SUBDIVISION and the South Quarter (S¼) Section corner of Section 31, Township 46 South, Range 25 East;
THENCE run N00°22'46"W along the West line of said lands along the North/South Quarter (N/S¼) Section line for 2,656.37 feet to the Northwest corner of Lot 25A, said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE continue N00°22'46"W along the West line of said lands and the West line of Lots 40A and 57A of said subdivision for 2,391 feet, more or less to the waters of the Estero River;
THENCE run Northeasterly, Southeasterly, Southwesterly, Southerly, Southeasterly and Northeasterly along said waters for 5,030 feet, more or less to an intersection with the East line of the Southeast Quarter (SE¼) of said Section 30, Township 46 South, Range 25 East;
THENCE run N00°32'05"W along said East line for 224 feet, more or less to said waters;
THENCE run Southeasterly, Southwesterly, Westerly and Southwesterly along said waters for 1,213 feet, more or less to an intersection with the North line of said Section 32, Township 46 South, Range 25 East, said line being the North line of Lot 49A of said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run N87°54'53"E along said North line for 628 feet, more or less to said waters for 485 feet, more or less to an intersection with the East line of Lot 52A, said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run S00°43'04"E along said East line of Lot 52A for 1,190 feet, more or less to the Southeast corner of lands described in deed recorded in Official Record Book 1807 at Page 4091, Lee County Records, said point being the Southeast corner of said Lot 52A of said subdivision;
THENCE run N88°27'02"E along the North line of Lots 44A, 43A, 42A and 41A of said FLORIDA GULF LAND COMPANY SUBDIVISION for 1,257.39 feet to an intersection with the Southwesterly line of a Florida Power and Light Company transmission line easement (100) feet wide);
THENCE run S20°51'33"E along said Southwesterly line for 125.36 feet to an intersection with the North/South Quarter (N/S¼) Section line of said Section 32;
THENCE run S00°55'33E along said Quarter section line and along the corner of lands described in deed recorded in Official Record Book 1528 at Page 12, Lee County Records, said point also being the Southeast corner of said Lot 41A;
THENCE run S00°56'02"E along said North/South Quarter Section line and the East line of Lot 41A of said subdivision for 1,226.63 feet to the Southeast corner of lands described in deed recorded in Official Record Book 1528 at Page 12, Lee County Records, said point also being the Southeast corner of said Lot 41A;

THENCE run S00°56'02"E along said North/South Quarter Section line and the East line of Lots 24A and 9A of FLORIDA GULF LAND COMPANY SUBDIVISION for 2,644.19 feet to the POINT OF BEGINNING.

WHEREAS, the property was originally rezoned in case number 95-06-148.03Z 01.01 [with subsequent amendments in case number 95-06-148.13A 01.01 and Final Zoning Plan Approval requests in case numbers 95-06-148.04A 01.01, 95-06-148.04A 03.01 and 95-06-148.04A 04.01]; and

WHEREAS, the Department of Community Development has reviewed the submitted plans and associated documentation; and

WHEREAS, it is found that this submittal is consistent with Resolution Z-96-005 and Administrative Amendment PD-98-003; and

WHEREAS, it is found that the only deviations being utilized as part of this Final Plan Approval relate to the approved Open Space requirements and Property Development Regulations (Deviations D-6 and D-11, respectively).

NOW, THEREFORE, IT IS HEREBY DETERMINED that the application for Final Zoning Plan Approval to the Residential Planned Development for the **West Bay Club, Phase 3 is APPROVED with the following conditions:**

1. **The Development must be in substantial compliance with the three-page Final Zoning Plan (sheet numbers 01, 07, and 08 of 20, project number 21963), by Johnson Engineering, Inc., dated January, 1999, and stamped received by the Zoning Counter on February 15, 1999.**

2. **Site Plan FPA-98-088 is hereby APPROVED and adopted. A reduced copy of this three-page plan is attached hereto.**

3. **Development must also be in compliance with all applicable conditions of Resolution Z-96-005 and Administrative Amendment PD-98-003.**

4. **The only deviations approved to be used in this Phase were Deviations D-6 and D-11.**

DCI 2004-00046

DULY SIGNED this 23rd day of February, A.D., 1999.

RECEIVED
JUN 22 2004
PERMIT COUNTER

BY: Mary Gibbs
Mary Gibbs, Director
Department of Community Development

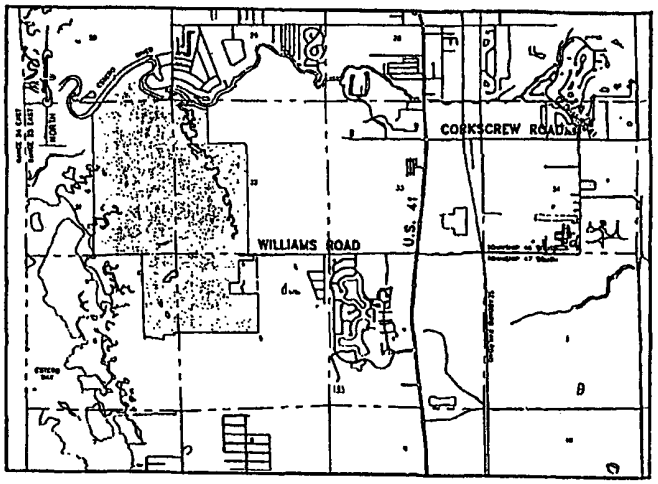
PHASE 3
SUBDIVISION CONSTRUCTION PLANS

WEST BAY CLUB

SECTIONS 29/30/31/32, TOWNSHIP 46 S., RANGE 25 E.
SECTIONS 5/6, TOWNSHIP 47 S., RANGE 25 E.
BONITA SPRINGS, LEE COUNTY, FLORIDA

INDEX OF PLANS

SHEET NO.	DESCRIPTION
1	COVER SHEET
2-3	BOUNDARY SURVEY
4	TOPOGRAPHIC MAP
5	SOILS MAP
6	FLUCFCS MAP
7	VEGETATION MAP
8	SITE PLAN/PHASING MAP
9-15	PLAN AND PROFILE SHEETS
16-18	DRAINAGE AND ROADWAY DETAILS
19-20	UTILITY DETAILS
EXHIBIT "A"	AERIAL PHOTOGRAPH
EXHIBIT "B"	AERIAL PHOTOGRAPH



PROJECT LOCATION

LOCATION MAP

0 1000 2000 4000
SCALE IN FEET

PREPARED BY
JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
2158 JOHNSON STREET
POST OFFICE BOX 1550
FORT MYERS, FLORIDA 33902
PHONE (941) 334-0046
FAX (941) 334-3661

NOVEMBER, 1998
REVISED JANUARY, 1999

APPLICANT

WEST BAY CLUB DEVELOPMENT CORPORATION
C/O ATLANTIC GULF COMMUNITIES CORPORATION
2601 SOUTH BAYSHORE DRIVE
MIAMI, FLORIDA 33133
PHONE (305) 859-4594
FAX (305) 859-4623

STRAP NUMBERS

29-46-25-00-00000.0010	32-46-25-01-00009.0000
30-46-25-00-00002.0010	32-46-25-01-00010.0000
31-46-25-01-00001.0000	32-46-25-01-00011.0000
31-46-25-01-00002.0000	05-47-25-01-00003.0130
31-46-25-01-00003.0040	05-47-25-01-00003.0400
31-46-25-01-00003.0050	05-47-25-01-00003.040A
31-46-25-01-00003.0060	05-47-25-01-00003.040B
31-46-25-01-00003.006B	05-47-25-01-00003.040C
31-46-25-01-00003.0080	05-47-25-01-00003.040D
31-46-25-01-00003.0380	05-47-25-01-00003.0510
32-46-25-01-00003.0110	05-47-25-01-00003.0520
32-46-25-01-00003.0120	05-47-25-01-00003.0540
32-46-25-01-00003.0140	05-47-25-01-00003.0550
32-46-25-01-00003.0500	05-47-25-01-00003.055C
32-46-25-01-00004.0000	05-47-25-01-00019.0000
32-46-25-01-00004.0010	05-47-25-01-00019.0010
32-46-25-01-00004.001A	05-47-25-01-00019.00
32-46-25-01-00005.0000	05-47-25-01-00019.00
32-46-25-01-00006.0000	05-47-25-01-00020.00
32-46-25-01-00007.0000	06-47-25-00-00002.002
32-46-25-01-00008.0000	

PROJECT # [illegible]
PROJECT TYPE 47

ZONING

RPD (RESOLUTION # Z-96-005)

APPROVED

RECEIVED
FEB 15 1999

REGISTERED PROFESSIONAL ENGINEER
FLORIDA CERTIFICATE NO 14154

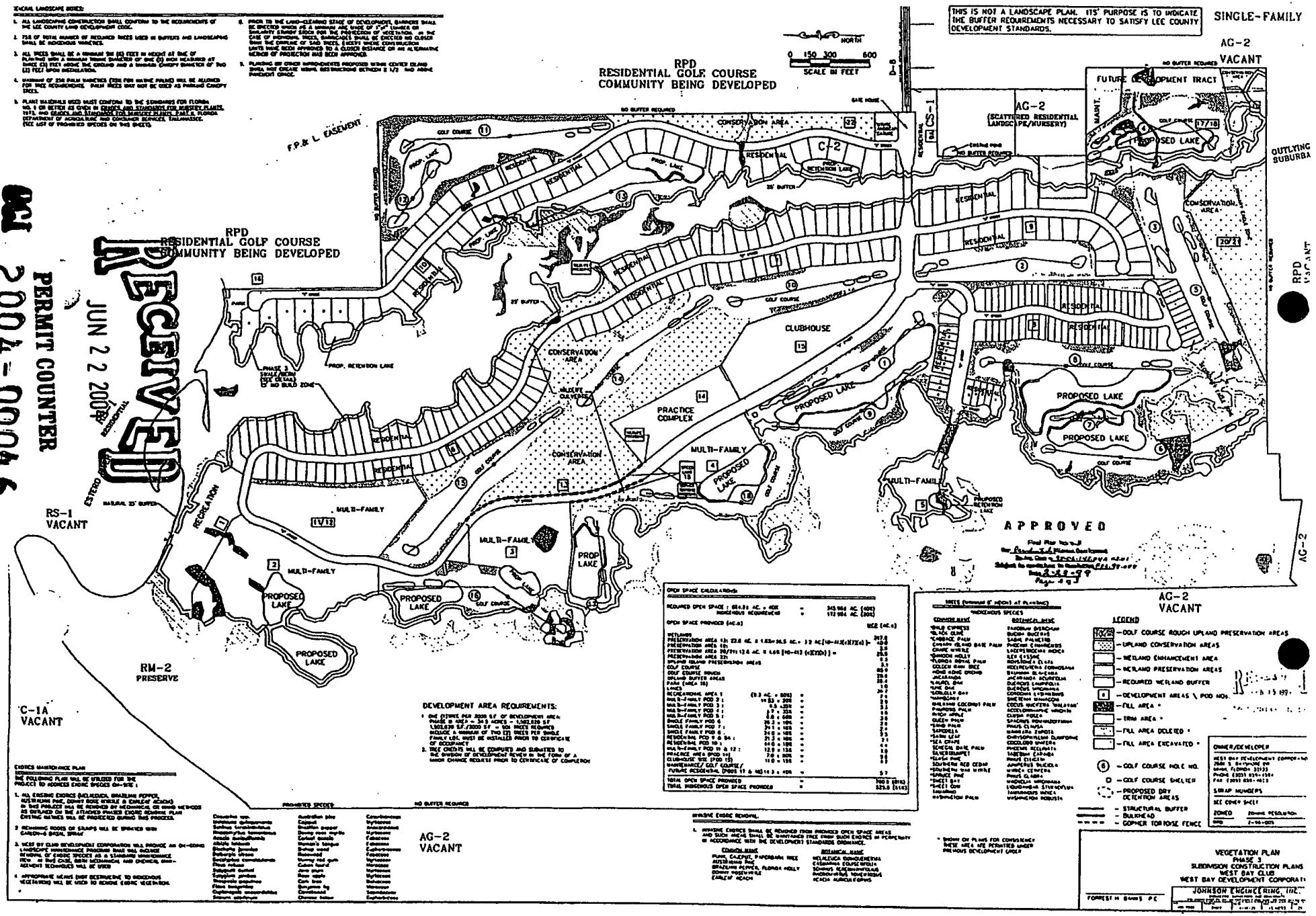
THOMAS H. BAKER, P.E.

STATE OF FLORIDA

PHASE 3
SUBDIVISION CONSTRUCTION PLAN
WEST BAY CLUB
WEST BAY DEVELOPMENT CORPORA
JOHNSON ENGINEERING, INC

RECEIVED
JUN 22 2004
PERMIT COUNTER

DCI 2004-00046



RECEIVED
JUN 22 2004
COMMUNITY DEVELOPMENT

PERMIT COUNTER
2004-00046

RECEIVED

JUN 22 2004

PERMIT COUNTER

UCI 2004-00046

ADMINISTRATIVE AMENDMENT
LEE COUNTY, FLORIDA

WHEREAS, West Bay Club Development Corporation filed an application for Final Zoning Plan Approval to a Residential Planned Development on a project known as **West Bay Club Pods 11/12 (Turtle Point) and Pod 2 (Indigo Shores)** f/k/a Estero Pointe located on West Bay Boulevard, West, in West Bay Club, Estero, described more particularly as:

LEGAL DESCRIPTION: In Sections 29, 30, 31, and 32, Township 46 South, Range 25 East; and Sections 05 and 06, Township 47 South, Range 25 East, Lee County, Florida.

Beginning at the North Quarter Section corner of said Section 05, Township 47 South, Range 25 East, said point being the Northeast corner of Lot 56B of FLORIDA GULF LAND COMPANY SUBDIVISION as recorded in Plat Book 1 at Page 59, Lee County Records and run S00°40'16"E for 30.00 feet to the South right-of-way (ROW) line of Williams Road (60 feet wide);
THENCE run N89°00'18"E along said South line for 165.26 feet;
THENCE run S00°36'29" E for 200.00 feet to the Southeast corner of lands described in deed recorded in Official Record Book 2465 at Page 3044, Lee County Records;
THENCE run S89°00'18"W along the South line of said lands for 494.00 feet to an intersection with the East line of Lot 55B of said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run S00°47'09"E along said East line for 765.00 feet;
THENCE run S88°57'37"W for 327.43 feet to an intersection with the East line of Lot 54B;
THENCE run S00°54'02"E for 351.20 to the Southeast corner of Lot 54B;
THENCE run N89°15'52"E along the South line of Lots 55B and 56B for 653.45 feet;
THENCE run N89°15'52"E along the South line of Lot 57B for 327.60 feet;
THENCE run S00°32'41"E along the East line of Lot 40B for 1,350.95 feet;
THENCE run S89°31'44"W for 324.62 feet to the center of said Section 05, said point being the Southwest corner of said Lot 40B;
THENCE run S89°34'40"W for 2,592.29 feet to the West Quarter section corner of Section 05, said point being the Southwest corner of Lot 48B of said subdivision;
THENCE run S01°31'46"E for 92.78 feet to the Southeasterly corner of lands described in deed recorded in Official Record Book 2192 at Page 567, Lee County Records;
THENCE run along the South line of said lands the following courses:
S89°10'55"W for 349.43 feet;
S00°49'50"E for 162.49 feet;
N81°20'47"W for 600.53 feet;
S46°11'51"W for 77.45 feet;

THENCE run N01°35'45"W along the West line of said lands for 2,875.95 feet to an intersection with the North line of said Section 06;
THENCE run S88°56'02"W along the North line of said Section 06 for 1,638.66 feet to the Southwest corner of lands described in deed recorded in Official Record Book 1509 at Page 221, Lee County Records, said point also being the Southwest corner of Lot 8A of said FLORIDA GULF LAND COMPANY SUBDIVISION and the South Quarter (S¼) Section corner of Section 31, Township 46 South, Range 25 East;
THENCE run N00°22'46"W along the West line of said lands along the North/South Quarter (N/S¼) Section line for 2,656.37 feet to the Northwest corner of Lot 25A, said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE continue N00°22'46"W along the West line of said lands and the West line of Lots 40A and 57A of said subdivision for 2,391 feet, more or less to the waters of the Estero River;
THENCE run Northeasterly, Southeasterly, Southwesterly, Southerly, Southeasterly and Northeasterly along said waters for 5,030 feet, more or less to an intersection with the East line of the Southeast Quarter (SE¼) of said Section 30, Township 46 South, Range 25 East;
THENCE run N00°32'05"W along said East line for 224 feet, more or less to said waters;
THENCE run Southeasterly, Southwesterly, Westerly and Southwesterly along said waters for 1,213 feet, more or less to an intersection with the North line of said Section 32, Township 46 South, Range 25 East, said line being the North line of Lot 49A of said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run N87°54'53"E along said North line for 628 feet, more or less to said waters for 485 feet, more or less to an intersection with the East line of Lot 52A, said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run S00°43'04"E along said East line of Lot 52A for 1,190 feet, more or less to the Southeast corner of lands described in deed recorded in Official Record Book 1807 at Page 4091, Lee County Records, said point being the Southeast corner of said Lot 52A of said subdivision;
THENCE run N88°27'02"E along the North line of Lots 44A, 43A, 42A and 41A of said FLORIDA GULF LAND COMPANY SUBDIVISION for 1,257.39 feet to an intersection with the Southwesterly line of a Florida Power and Light Company transmission line easement (100) feet wide);
THENCE run S20°51'33"E along said Southwesterly line for 125.36 feet to an intersection with the North/South Quarter (N/S¼) Section line of said Section 32;
THENCE run S00°55'33E along said Quarter section line and along the corner of lands described in deed recorded in Official Record Book 1528 at Page 12, Lee County Records, said point also being the Southeast corner of said Lot 41A;
THENCE run S00°56'02"E along said North/South Quarter Section line and the East line of Lot 41A of said subdivision for 1,226.63 feet to the Southeast corner of lands described in deed recorded in Official Record Book 1528 at

Page 12, Lee County Records, said point also being the Southeast corner of said Lot 41A;
THENCE run S00°56'02"E along said North/South Quarter Section line and the East line of Lots 24A and 9A of FLORIDA GULF LAND COMPANY SUBDIVISION for 2,644.19 feet to the POINT OF BEGINNING.

WHEREAS, the property was originally rezoned in case number 95-06-148.03Z 01.01 [with subsequent amendment in case number 95-06-148.13A 01.01 and Final Zoning Plan Approval requests in case numbers 95-06-148.04A 01.01, 95-06-148.04A 02.01 and 95-06-148.04A 04.01]; and

WHEREAS, the Department of Community Development has reviewed the submitted plans and associated documentation; and

WHEREAS, it is found that this submittal is consistent with Resolution Z-96-005 and Administrative Amendment PD-98-003; and

WHEREAS, this phase of the project proposes development of 196 multiple family dwelling units, and

WHEREAS, it is found that the applicant only intends as part of this Final Zoning Plan Approval to utilize Deviations D-2, D-6, D-7, and D-11 from the above noted Resolution and Administrative Amendment; and

WHEREAS, the applicant also seeks to add four deviations to the approved planned development all interior to the planned development; and

WHEREAS, it is found these additional deviations do not increase the intensity or density of the project, do not decrease any required buffers or open space, do not underutilize public resources and infrastructure, and do not change any of the requirements for landscaping and preservation areas within the project.

NOW, THEREFORE, IT IS HEREBY DETERMINED that the application for Final Zoning Plan Approval to the Residential Planned Development for the West Bay Club Pods 11/12 (Turtle Point) and Pod 2 (Indigo Shores) is **APPROVED with the following conditions:**

1. **The Development must be in substantial compliance with the four-page Final Zoning Plan, by Johnson Engineering, Inc., dated Nov., 1998, entitled "Construction Plans for West Bay Club Turtle Point/Indigo Shores Parcels 11/12 and 2, stamped received by the Zoning Counter on February 15, 1999, except as noted herein.**

2. **Site Plan FPA-98-089 is hereby APPROVED and adopted. A reduced copy is attached hereto.**

3. Development must also be in compliance with all applicable conditions of Resolution Z-96-005 and Administrative Amendment PD-98-003.

4. Deviations D-2, D-6, D-7, and D-11 are approved to be used in this Phase.

5. The following deviations are hereby APPROVED to be added to this Phase of the development in order to help achieve the intent of the development:

D-14 Deviation from LDC Section 10-296(k)(1) requiring that dead-end streets, design to be so permanently, must be closed at one end by a circular turnaround, to allow dead-ends within Indigo Shores and Turtle Point.

D-15 Deviation from the approved Property Development Regulations of Estero Point K/N/A West Bay Club under Resolution Z-95-005 and Administrative Amendment PD-98-003 which requires buildings setback 20 feet from the internal privately-maintained accessways, to allow Building 15 within Pod 2 to maintain a setback of 10 feet from the private accessway to the south and 12 feet from the private accessway to the north, is APPROVED PROVIDED THAT A MINIMUM DRIVEWAY LENGTH OF 22 FEET IS MAINTAINED FROM THE BACK OF CURB TO FRONT ENTRY GARAGES.

D-16 Deviation from LDC Section 10-296(m)(4) requiring that privately maintained accessway are not required to meet the minimum right-of-way widths when providing access to 50 or fewer multi-family residential units, to allow Turtle Point to provide two access points for 104 multi-family residential units and allow a pavement width of 22 feet from the back of curb for both Indigo Shores and Turtle Point.

D-17 Deviation from LDC 34-2015(2)c allowing the stacking of vehicles (one behind the other) for single-family, duplex, two-family, and townhouses where each dwelling unit has a specific garage or driveway appurtenant to the unit, to allow stacking of vehicles within Turtle Point and Indigo Shores on driveways measuring a minimum of 22 feet from back of curb, is APPROVED SUBJECT TO THE FOLLOWING CONDITIONS:

a. Stacking is limited to only those units having individual garages.
b. Driveways where stacking will be utilized are limited to those serving a maximum of two(2) dwelling units.
c. The Declaration of Condominium shall assign the stacked spaces to the individual units.
d. The minimum driveway length where stacking will be allowed will be 22 feet as measured from the back of curb to the face of the garage.

e. **Landscaping in the green strips between the driveways must be maintained at a height no greater than three (3) feet above grade so as to maintain sight visibility.**

DULY SIGNED this 12th day of March, A.D., 1999.

BY: Mary Gibbs
Mary Gibbs, Director
Department of Community Development

UCI 2004-00046

RECEIVED
JUN 22 2004

PERMIT COUNTER

CONSTRUCTION PLANS
FOR

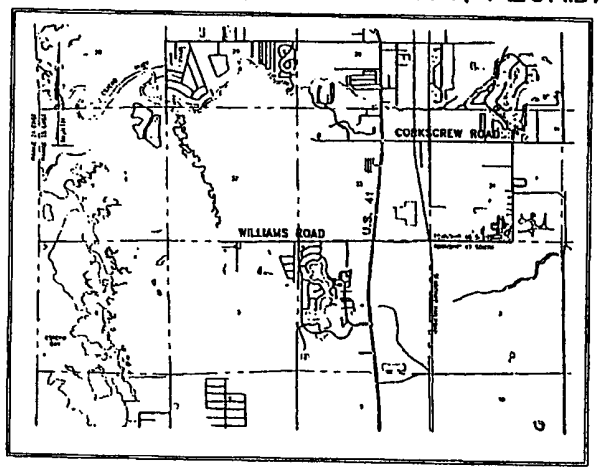
WEST BAY CLUB
TURTLE POINT / INDIGO SHORES
PARCELS 11/12 AND 2

SECTION 5, TOWNSHIP 47 S., RANGE 25 E.
BONITA SPRINGS, LEE COUNTY, FLORIDA

RECEIVED
JUN 22 2004
PERMIT COUNTER
2004-00046

INDEX OF PLANS

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	AERIAL PHOTOGRAPH
3	FLOOD MAP
4	TOPOGRAPHIC MAP
5	VEGETATION MAP
6	SOILS MAP
7-8	SITE LAYOUT
9-10	SITE PAVING, GRADING, AND DRAINAGE PLAN
11-12	SITE UTILITY PLAN
13-17	PLAN AND PROFILE SHEETS (TURTLE POINT)
18-24	PLAN AND PROFILE SHEETS (INDIGO SHORES)
25-27	ROADWAY AND DRAINAGE DETAILS
28-29	GULF UTILITY DETAILS



PROJECT LOCATION

LOCATION MAP

SCALE: 1" = 2000'

PREPARED BY
JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
2158 JOHNSON STREET
POST OFFICE BOX 1550
FORT MYERS, FLORIDA 33902
PHONE (941) 334-0046
FAX (941) 334-3661

NOVEMBER, 1998
REVISED: JANUARY, 1999

APPLICANT

WEST BAY CLUB DEVELOPMENT CORPORATION
C/O ATLANTIC GULF COMMUNITIES CORPORATION
2601 SOUTH BAYSHORE DRIVE
MIAMI, FLORIDA 33133
PHONE (305) 859-4594
FAX (305) 859-4623

STRAP NUMBERS

29-46-25-00-00000.0010	32-46-25-01-00009.0000
30-46-25-00-00002.0010	32-46-25-01-00010.0000
31-46-25-01-00001.0000	32-46-25-01-00011.0000
31-46-25-01-00002.0000	05-47-25-01-00003.0130
31-46-25-01-00003.0040	05-47-25-01-00003.0400
31-46-25-01-00003.0050	05-47-25-01-00003.040A
31-46-25-01-00003.0060	05-47-25-01-00003.040B
31-46-25-01-00003.006B	05-47-25-01-00003.040C
31-46-25-01-00003.0080	05-47-25-01-00003.0400
31-46-25-01-00003.0380	05-47-25-01-00003.0510
32-46-25-01-00003.0110	05-47-25-01-00003.0520
32-46-25-01-00003.0120	05-47-25-01-00003.0540
32-46-25-01-00003.0140	05-47-25-01-00003.0550
32-46-25-01-00003.0500	05-47-25-01-00003.055C
32-46-25-01-00004.0000	05-47-25-01-00019.0000
32-46-25-01-00004.0010	05-47-25-01-00019.0010
32-46-25-01-00004.001A	05-47-25-01-00019.0020
32-46-25-01-00005.0000	05-47-25-01-00019.0030
32-46-25-01-00006.0000	05-47-25-01-00020.0000
32-46-25-01-00007.0000	06-47-25-00-00002.0020
32-46-25-01-00008.0000	

PROJECT # [illegible]
PROJECT TYPE MF

ZONING

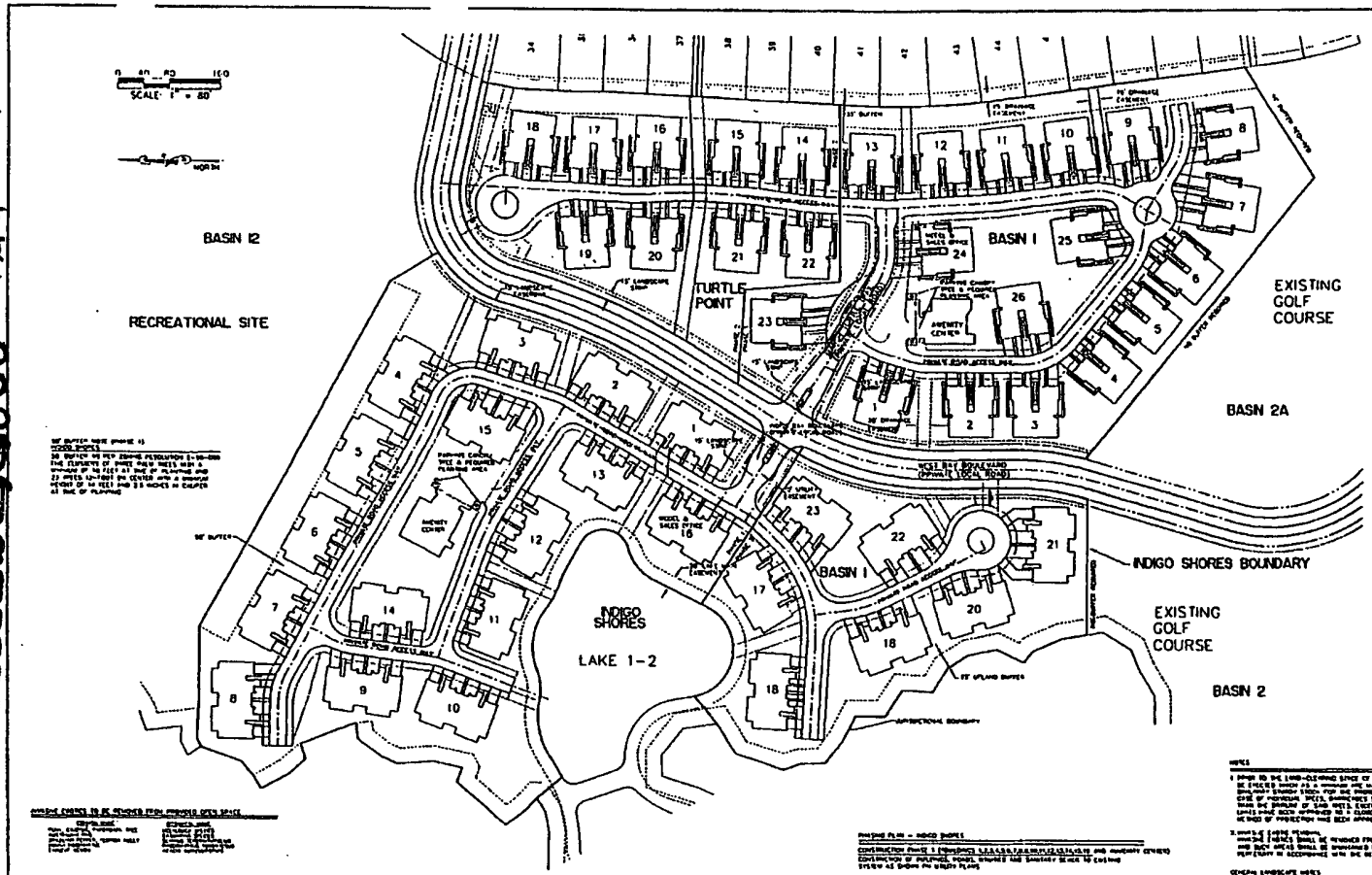
RPD (RESOLUTION # Z-96-005)

APPROVED

REGISTERED PROFESSIONAL ENGINEER
FLORIDA CERTIFICATE NO. 14154

COVER SHEET
TURTLE POINT / INDIGO SHORES
PARCELS 11/12 AND 2
JOHNSON ENGINEERING, INC.

DCI 2004-00077
RECEIVED
JUN 22 2004
PERMIT COUNTER



DEVELOPMENT AREA REQUIREMENTS: INDIGO SHORES

DEVELOPMENT AREA REQUIREMENTS: TURTLE POINT

REVISED 1/28/99 AS PER SFWMD, LEE COUNTY, AND GULF ENVIRONMENTAL SERVICES COMMENTS

DESIGNED		DATE
DRAWN		
CHECKED		

JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS

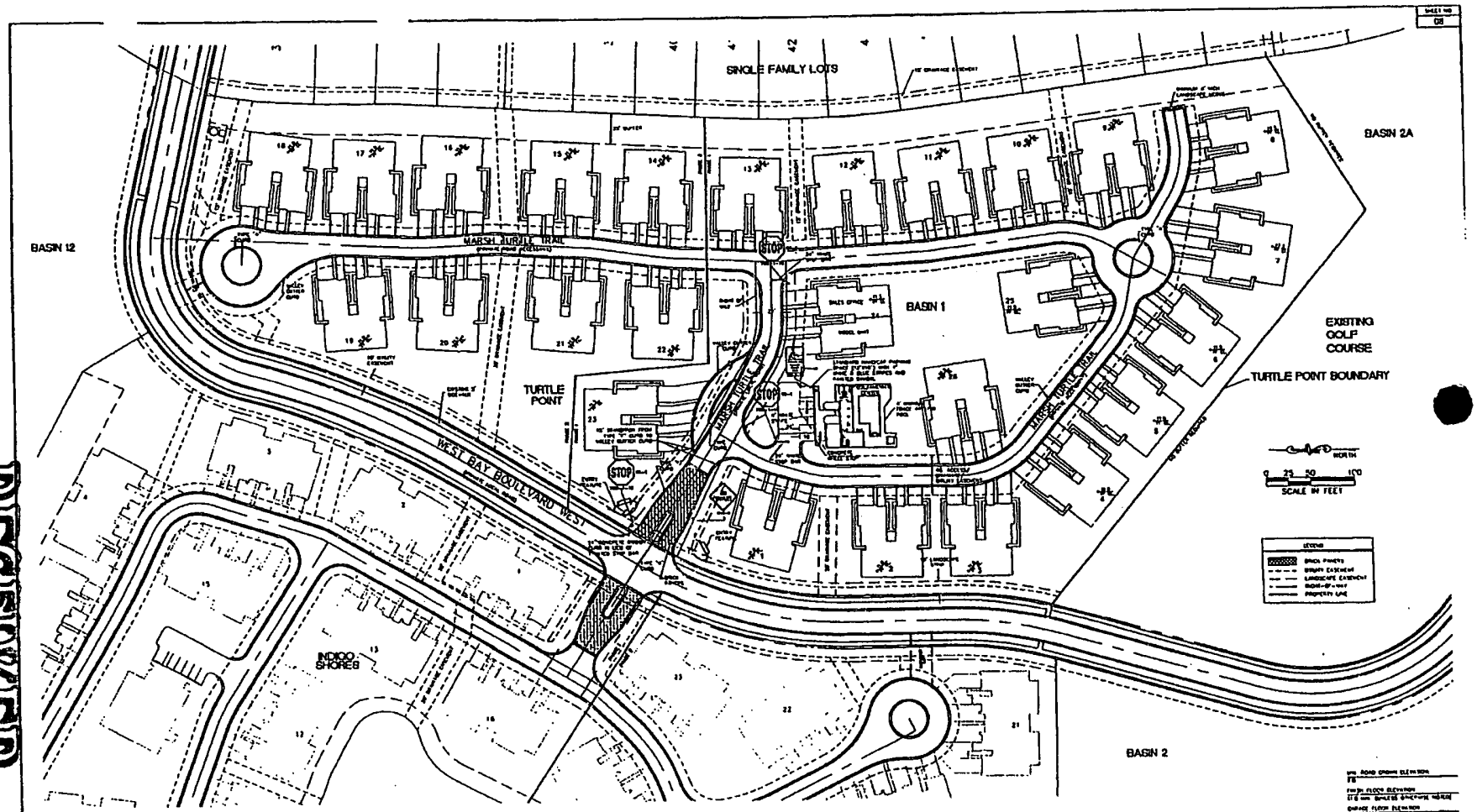
WEST BAY CLUB
TURTLE POINT/INDIGO SHORES
SECTION 31, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

VEGETATION MAP

DCI 2004-00046

RECEIVED
JUN 22 2004
PERMIT COUNTER

2004-00046
RECEIVED
JUN 22 2004
PERMIT COUNTER



REVISED 1/26/99 AS PER SFWMD, LEE COUNTY, AND GULF ENVIRONMENTAL SERVICES COMMENTS

REVISIONS											
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DESIGNED	DATE	JAN 1993
DRAWN	JNH	JAN 1993
CHECKED	THB	JAN 1993

JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
2158 JOHNSON STREET, P.O. BOX 1550, FORT MYERS, FLORIDA 33902-1550
PHONE (941) 334-0046 FAX (941) 334-3661

WEST BAY CLUB
TURTLE POINT/INDIGO SHORES
SECTION 31, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

SITE LAYOUT, SIGNING, AND PHASING MAP

ADMINISTRATIVE AMENDMENT
LEE COUNTY, FLORIDA

WHEREAS, West Bay Club Development Corporation filed an application for Final Zoning Plan Approval to a Residential Planned Development on a project known as West Bay Club - Sports Club Facility, Phase 2 located at 4600 West Bay Boulevard, Estero, described more particularly as:

LEGAL DESCRIPTION: In Sections 29, 30, 31, and 32, Township 46 South, Range 25 East; and Sections 05 and 06, Township 47 South, Range 25 East, Lee County, Florida.

Beginning at the North Quarter Section corner of said Section 05, Township 47 South, Range 25 East, said point being the Northeast corner of Lot 56B of FLORIDA GULF LAND COMPANY SUBDIVISION as recorded in Plat Book 1 at Page 59, Lee County Records and run S00°40'16"E for 30.00 feet to the South right-of-way (ROW) line of Williams Road (60 feet wide);
THENCE run N89°00'18"E along said South line for 165.26 feet;
THENCE run S00°36'29" E for 200.00 feet to the Southeast corner of lands described in deed recorded in Official Record Book 2465 at Page 3044, Lee County Records;
THENCE run S89°00'18"W along the South line of said lands for 494.00 feet to an intersection with the East line of Lot 55B of said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run S00°47'09"E along said East line for 765.00 feet;
THENCE run S88°57'37"W for 327.43 feet to an intersection with the East line of Lot 54B;
THENCE run S00°54'02"E for 351.20 to the Southeast corner of Lot 54B;
THENCE run N89°15'52"E along the South line of Lots 55B and 56B for 653.45 feet;
THENCE run N89°15'52"E along the South line of Lot 57B for 327.60 feet;
THENCE run S00°32'41"E along the East line of Lot 40B for 1,350.95 feet;
THENCE run S89°31'44"W for 324.62 feet to the center of said Section 05, said point being the Southwest corner of said Lot 40B;
THENCE run S89°34'40"W for 2,592.29 feet to the West Quarter section corner of Section 05, said point being the Southwest corner of Lot 48B of said subdivision;
THENCE run S01°31'46"E for 92.78 feet to the Southeasterly corner of lands described in deed recorded in Official Record Book 2192 at Page 567, Lee County Records;
THENCE run along the South line of said lands the following courses:
S89°10'55"W for 349.43 feet;
S00°49'50"E for 162.49 feet;
N81°20'47"W for 600.53 feet;
S46°11'51"W for 77.45 feet;
THENCE run N01°35'45"W along the West line of said lands for 2,875.95 feet to an intersection with the North line of said Section 06;
THENCE run S88°56'02"W along the North line of said Section 06 for 1,638.66 feet to the Southwest corner of lands described in deed recorded in Official Record Book 1509 at Page 221, Lee County Records, said point also being the Southwest corner of Lot 8A of said FLORIDA GULF LAND COMPANY SUBDIVISION and the

South Quarter (S¼) Section corner of Section 31, Township 46 South, Range 25 East;
THENCE run N00°22'46"W along the West line of said lands along the North/South Quarter (N/S¼) Section line for 2,656.37 feet to the Northwest corner of Lot 25A, said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE continue N00°22'46"W along the West line of said lands and the West line of Lots 40A and 57A of said subdivision for 2,391 feet, more or less to the waters of the Estero River;
THENCE run Northeasterly, Southeasterly, Southwesterly, Southerly, Southeasterly and Northeasterly along said waters for 5,030 feet, more or less to an intersection with the East line of the Southeast Quarter (SE¼) of said Section 30, Township 46 South, Range 25 East;
THENCE run N00°32'05"W along said East line for 224 feet, more or less to said waters;
THENCE run Southeasterly, Southwesterly, Westerly and Southwesterly along said waters for 1,213 feet, more or less to an intersection with the North line of said Section 32, Township 46 South, Range 25 East, said line being the North line of Lot 49A of said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run N87°54'53"E along said North line for 628 feet, more or less to said waters for 485 feet, more or less to an intersection with the East line of Lot 52A, said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run S00°43'04"E along said East line of Lot 52A for 1,190 feet, more or less to the Southeast corner of lands described in deed recorded in Official Record Book 1807 at Page 4091, Lee County Records, said point being the Southeast corner of said Lot 52A of said subdivision;
THENCE run N88°27'02"E along the North line of Lots 44A, 43A, 42A and 41A of said FLORIDA GULF LAND COMPANY SUBDIVISION for 1,257.39 feet to an intersection with the Southwesterly line of a Florida Power and Light Company transmission line easement (100) feet wide);
THENCE run S20°51'33"E along said Southwesterly line for 125.36 feet to an intersection with the North/South Quarter (N/S¼) Section line of said Section 32;
THENCE run S00°55'33E along said Quarter section line and along the corner of lands described in deed recorded in Official Record Book 1528 at Page 12, Lee County Records, said point also being the Southeast corner of said Lot 41A;
THENCE run S00°56'02"E along said North/South Quarter Section line and the East line of Lot 41A of said subdivision for 1,226.63 feet to the Southeast corner of lands described in deed recorded in Official Record Book 1528 at Page 12, Lee County Records, said point also being the Southeast corner of said Lot 41A;
THENCE run S00°56'02"E along said North/South Quarter Section line and the East line of Lots 24A and 9A of FLORIDA GULF LAND COMPANY SUBDIVISION for 2,644.19 feet to the POINT OF BEGINNING.

WHEREAS, the property was originally rezoned in case number 95-06-148.03Z 01.01 [with subsequent amendment in case number 95-06-148.13A 01.01 and Final Zoning Plan Approval requests in case numbers 95-06-148.04A 01.01, 95-06-148.04A 02.01, and 95-06-148.04A 03.01]; and

WHEREAS, the Department of Community Development has reviewed the submitted plans and associated documentation; and

WHEREAS, it is found that this submittal is consistent with the terms and conditions of Resolution Z-96-005 and Administrative Amendment Approval PD-98-003; and

WHEREAS, no deviations approved in the above noted zoning actions are being utilized as part of this Final Plan Approval.

NOW, THEREFORE, IT IS HEREBY DETERMINED that the application for Final Zoning Plan Approval to the Planned Development for the **West Bay Club Sports Club Facility, Phase 2** is **APPROVED with the following conditions:**

1. **The Development must be in substantial compliance with the 21-page Final Zoning Plan, entitled WEST BAY CLUB SPORTS CLUB FACILITY - PHASE 2 by Johnson Engineering, Inc., stamped received December 23, 1998.**

2. **Site Plan FPA-99-003 is hereby APPROVED and adopted. A reduced copy of the cover page and pages 8 and 9 of the 21-page Final Zoning Plan, entitled WEST BAY CLUB SPORTS CLUB FACILITY - PHASE 2 by Johnson Engineering, Inc., stamped received December 23, 1998 are attached hereto.**

3. **The final design and development of the tennis courts and related fencing and netting must maintain unobstructed visibility for vehicles entering or exiting the Sports Complex to/from West Bay Boulevard West, in accordance with the Land Development Code.**

DULY SIGNED this 15th day of January, A.D., 1999.

BY: Mary Gibbs
Mary Gibbs, Director
Department of Community Development

DCI 2004-00046

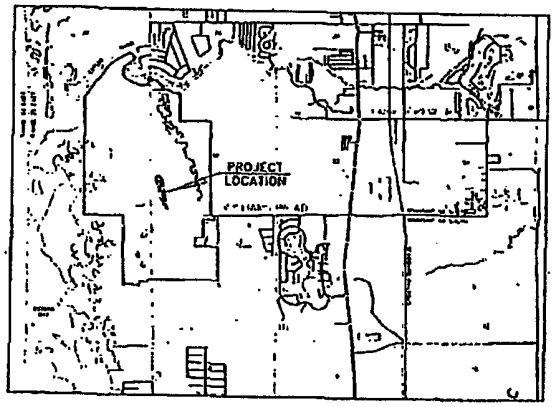
RECEIVED
JUN 22 2004
PERMIT COUNTER

RECEIVED
JUN 22 2004
PERMIT COUNTER
2004-00046

CONSTRUCTION PLANS
FOR

WEST BAY CLUB
SPORTS CLUB FACILITY - PHASE 2

SECTION 5, TOWNSHIP 47 S., RANGE 25 E.
BONITA SPRINGS, LEE COUNTY, FLORIDA



PROJECT LOCATION

LOCATION MAP

INDEX OF PLANS

SHEET NO	DESCRIPTION
1	COVER SHEET
2-3	BOUNDARY SURVEY
4	TOPOGRAPHIC MAP
5	AERIAL PHOTOGRAPH
6	N.R.I. MAP
7	PHASING PLAN
8-9	SOIL PLANS
10-11	GRADING AND DRAINAGE PLANS
12-13	UTILITY / DRAINAGE PLANS
14	VEGETATION PLAN
15-19	ROADWAY & DRAINAGE DETAILS
19-20	UTILITY DETAILS
21	PAVEMENT PLAN

PREPARED BY
JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
2158 JOHNSON STREET
POST OFFICE BOX 1550
FORT MYERS, FLORIDA 33902
PHONE (941) 334-0046
FAX (941) 334-3661

DECEMBER 1998

APPROVED

OWNER

WEST BAY CLUB DEVELOPMENT CORPORATION
3501 BONITA BAY BOULEVARD
BONITA SPRINGS, FL 34134
PHONE (941) 498-7770
FAX (941) 498-7771

AGENT/DEVELOPER

WEST BAY CLUB DEVELOPMENT CORPORATION
3501 BONITA BAY BOULEVARD
BONITA SPRINGS, FL 34134

ADDRESS OF PARCEL

3501 BONITA BAY BOULEVARD
BONITA SPRINGS, FL 34134

PROJECT
PROJECT TYPE

STRAP NUMBERS

29-46-25-00-00006.0010	32-46-25-01-00009.0000
30-46-25-00-00002.0010	32-46-25-01-00010.0000
31-46-25-01-00001.0000	32-46-25-01-00011.0000
31-46-25-01-00002.0000	05-47-25-01-00003.0130
31-46-25-01-00003.0040	05-47-25-01-00003.0400
31-46-25-01-00003.0050	05-47-25-01-00003.040A
31-46-25-01-00003.0060	05-47-25-01-00003.040B
31-46-25-01-00003.0068	05-47-25-01-00003.040C
31-46-25-01-00003.0080	05-47-25-01-00003.0400
31-46-25-01-00003.0380	05-47-25-01-00003.0510
32-46-25-01-00003.0110	05-47-25-01-00003.0520
32-46-25-01-00003.0120	05-47-25-01-00003.0540
32-46-25-01-00003.0140	05-47-25-01-00003.0550
32-46-25-01-00003.0500	05-47-25-01-00003.055C
32-46-25-01-00004.0000	05-47-25-01-00019.0000
32-46-25-01-00004.0010	05-47-25-01-00019.0010
32-46-25-01-00004.001A	05-47-25-01-00019.0020
32-46-25-01-00005.0000	05-47-25-01-00019.0030
32-46-25-01-00006.0000	05-47-25-01-00020.0000
32-46-25-01-00007.0000	06-47-25-00-00002.0020
32-46-25-01-00008.0000	

RECEIVED

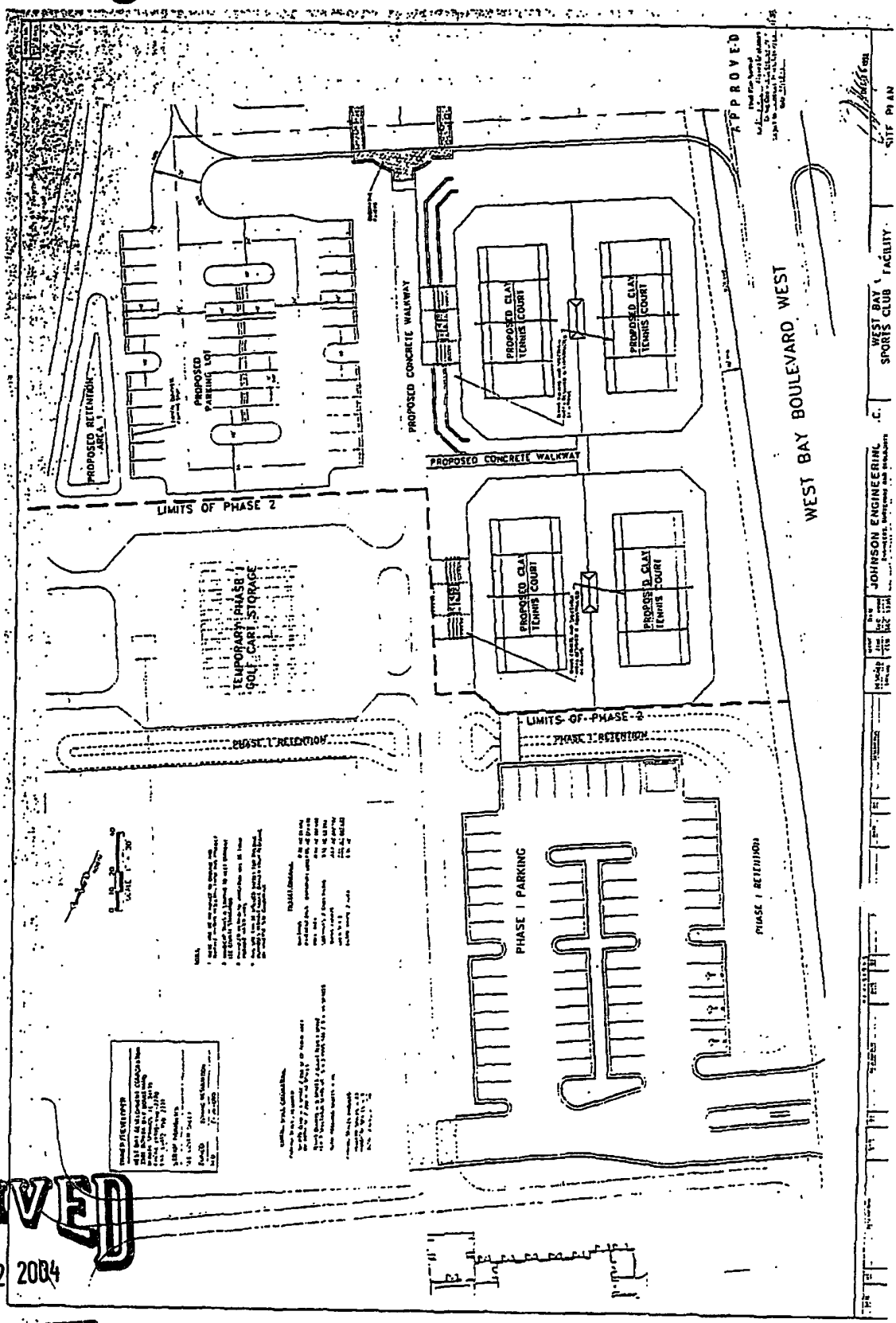
ZONING

RPD (RESOLUTION # Z-96-005)

REGISTERED PROFESSIONAL ENGINEER
FLORIDA CERTIFICATE NO. 14154

COVER SHEET
WEST BAY SPORTS CLUB FACILITY
WEST BAY DEVELOPMENT CORPORATION

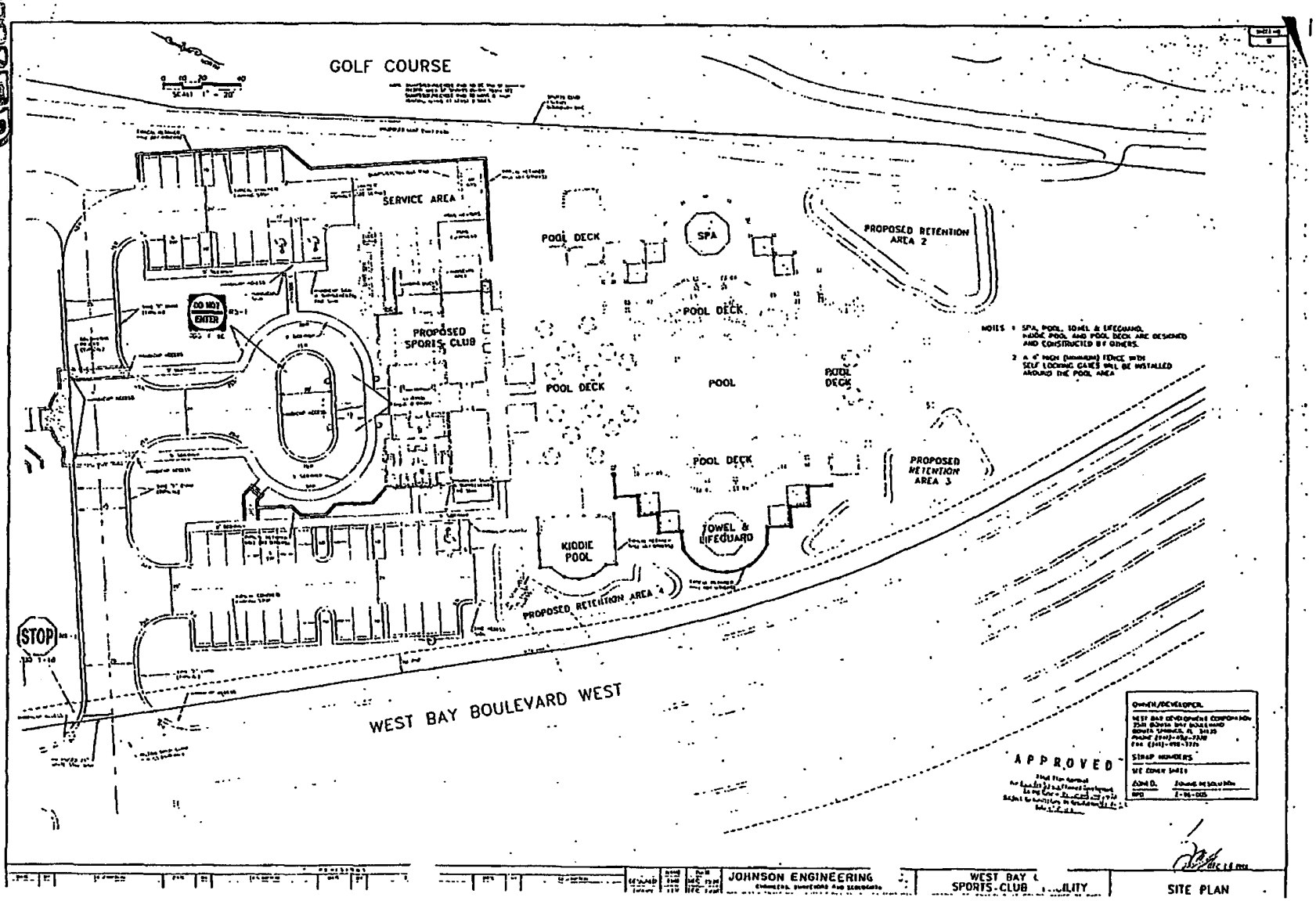
REVISED 1 AS PER LEE COUNTY DEVELOPMENT SERVICES 10/16/98 NTS



RECEIVED
JUN 2 2 2004
PERMIT COUNTER

DCI 2004-00046

RECEIVED
JUN 22 2004
PERMIT COUNTER



VAR 2004-00046

HCCO

ADMINISTRATIVE AMENDMENT (PD) ADD1999-00056

ADMINISTRATIVE AMENDMENT
LEE COUNTY, FLORIDA

WHEREAS, West Bay Club Development Corporation filed an application for administrative approval within the approved Residential Planned Development project known as West Bay Club RPD (Development Area 3) **to change the use of the property in Development Area 3 from multiple family residential to single family residential** for property located on West Bay Boulevard, described more particularly as:

LEGAL DESCRIPTION: In Section 31, Township 46 South, Range 25 East, Lee County, Florida:

Beginning at the North Quarter Section corner of said Section 05, Township 47 South, Range 25 East, said point being the Northeast corner of Lot 56B of FLORIDA GULF LAND COMPANY SUBDIVISION as recorded in Plat Book 1 at Page 59, Lee County Records and run S00°40'16"E for 30.00 feet to the South right-of-way (ROW) line of Williams Road (60 feet wide);
THENCE run N89°00'18"E along said South line for 165.26 feet;
THENCE run S00°36'29" E for 200.00 feet to the Southeast corner of lands described in deed recorded in Official Record Book 2465 at Page 3044, Lee County Records;
THENCE run S89°00'18"W along the South line of said lands for 494.00 feet to an intersection with the East line of Lot 55B of said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run S00°47'09"E along said East line for 765.00 feet;
THENCE run S88°57'37"W for 327.43 feet to an intersection with the East line of Lot 54B;
THENCE run S00°54'02"E for 351.20 to the Southeast corner of Lot 54B;
THENCE run N89°15'52"E along the South line of Lots 55B and 56B for 653.45 feet;
THENCE run N89°15'52"E along the South line of Lot 57B for 327.60 feet;
THENCE run S00°32'41"E along the East line of Lot 40B for 1,350.95 feet;
THENCE run S89°31'44"W for 324.62 feet to the center of said Section 05, said point being the Southwest corner of said Lot 40B;
THENCE run S89°34'40"W for 2,592.29 feet to the West Quarter section corner of Section 05, said point being the Southwest corner of Lot 48B of said subdivision;

continued...

THENCE run S01°31'46"E for 92.78 feet to the Southeasterly corner of lands described in deed recorded in Official Record Book 2192 at Page 567, Lee County Records;

THENCE run along the South line of said lands the following courses:
S89°10'55"W for 349.43 feet;
S00°49'50"E for 162.49 feet;
N81°20'47"W for 600.53 feet;
S46°11'51"W for 77.45 feet;
THENCE run N01°35'45"W along the West line of said lands for 2,875.95 feet to an intersection with the North line of said Section 06;
THENCE run S88°56'02"W along the North line of said Section 06 for 1,638.66 feet to the Southwest corner of lands described in deed recorded in Official Record Book 1509 at Page 221, Lee County Records, said point also being the Southwest corner of Lot 8A of said FLORIDA GULF LAND COMPANY SUBDIVISION and the South Quarter (S¼) Section corner of Section 31, Township 46 South, Range 25 East;
THENCE run N00°22'46"W along the West line of said lands along the North/South Quarter (N/S¼) Section line for 2,656.37 feet to the Northwest corner of Lot 25A, said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE continue N00°22'46"W along the West line of said lands and the West line of Lots 40A and 57A of said subdivision for 2,391 feet, more or less to the waters of the Estero River;
THENCE run Northeasterly, Southeasterly, Southwesterly, Southerly, Southeasterly and Northeasterly along said waters for 5,030 feet, more or less to an intersection with the East line of the Southeast Quarter (SE¼) of said Section 30, Township 46 South, Range 25 East;
THENCE run N00°32'05"W along said East line for 224 feet, more or less to said waters;
THENCE run Southeasterly, Southwesterly, Westerly and Southwesterly along said waters for 1,213 feet, more or less to an intersection with the North line of said Section 32, Township 46 South, Range 25 East, said line being the North line of Lot 49A of said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run N87°54'53"E along said North line for 628 feet, more or less to said waters for 485 feet, more or less to an intersection with the East line of Lot 52A, said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run S00°43'04"E along said East line of Lot 52A for 1,190 feet, more or less to the Southeast corner of lands described in deed recorded in Official Record Book 1807 at Page 4091, Lee County Records, said point being the Southeast corner of said Lot 52A of said subdivision;
THENCE run N88°27'02"E along the North line of Lots 44A, 43A, 42A and 41A of said FLORIDA GULF LAND COMPANY SUBDIVISION for 1,257.39

continued...

feet to an intersection with the Southwesterly line of a Florida Power and Light Company transmission line easement (100) feet wide);
THENCE run S20°51'33"E along said Southwesterly line for 125.36 feet to an intersection with the North/South Quarter (N/S¼) Section line of said Section 32;

THENCE run S00°55'33E along said Quarter section line and along the corner of lands described in deed recorded in Official Record Book 1528 at Page 12, Lee County Records, said point also being the Southeast corner of said Lot 41A; THENCE run S00°56'02"E along said North/South Quarter Section line and the East line of Lot 41A of said subdivision for 1,226.63 feet to the Southeast corner of lands described in deed recorded in Official Record Book 1528 at Page 12, Lee County Records, said point also being the Southeast corner of said Lot 41A; THENCE run S00°56'02"E along said North/South Quarter Section line and the East line of Lots 24A and 9A of FLORIDA GULF LAND COMPANY SUBDIVISION for 2,644.19 feet to the POINT OF BEGINNING.

WHEREAS, the property was originally rezoned in case number 95-06-148.03Z; and

WHEREAS, the Lee County Land Development Code provides for certain administrative changes to planned development master concept plans and planned unit development final development plans; and

WHEREAS, the subject application and plans have been reviewed by the Lee County Department of Community Development in accordance with applicable regulations for compliance with all terms of the administrative approval procedures; and

WHEREAS, the applicant seeks to amend Development Area 3 to change the use within this area from multiple family residential to single family residential; and

WHEREAS, it is found that the proposed amendment does not increase density or intensity within the development; does not decrease buffers or open space required by the LDC; does not underutilize public resources or infrastructure; does not reduce total open space, buffering, landscaping or preservation areas; and does not otherwise adversely impact on surrounding land uses.

NOW, THEREFORE, IT IS HEREBY DETERMINED that the application for administrative approval for an amendment to Residential Planned Development to change the use of the property in Development Area 3 from multiple family residential to single family residential is APPROVED.

Approval is subject to the following conditions:

1. The Development must be in compliance with the amended Master Concept Plan, entitled West Bay Club RPD, dated December 1999, last revised 11-24-99, stamped received December 8, 1999. Site Plan ADD1999-00056 is hereby APPROVED and adopted. A reduced copy is attached hereto.

2. The terms and conditions of the original zoning resolutions (Z-96-005 and Administrative Amendment PD-98-003 remain in full force and effect.

3. **Development of the single family residential units must be consistent with the Property Development Regulations adopted within Resolution Z-96-005, and as may have been amended by Administrative Amendment PD-98-003.**

4. **The only change authorized by this action is the change in the dwelling unit type in Development Area 3 from multiple family residential to single family residential.**

DULY SIGNED this 23rd day of February, A.D., 2000.

BY: Mary Gibbs
Mary Gibbs, Director
Department of Community Development

UCI 2004-00046

RECEIVED
JUN 22 2004
PERMIT COUNTER

PERMIT COUNTER

RECEIVED
JUN 22 2004

RECEIVED
JUL 2004
000046

AMENDED
MASTER CONCEPT PLAN
AMENDMENT NO. 2
FOR
WEST BAY CLUB RPD

SECTIONS 29/30/31/32, TOWNSHIP 46 S., RANGE 25 E.
SECTIONS 5/6, TOWNSHIP 47 S., RANGE 25 E.
BONITA SPRINGS, LEE COUNTY, FLORIDA

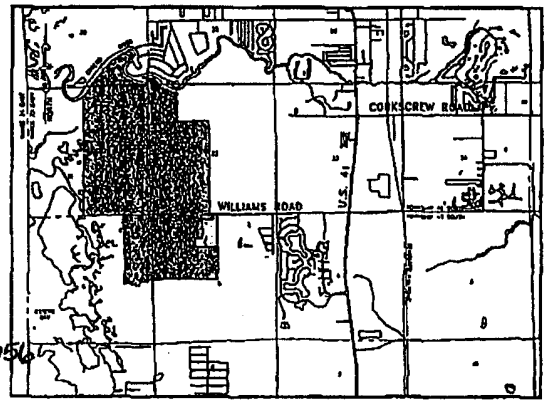
INDEX OF PLANS

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	APPROVED MASTER CONCEPT PLAN
3	PROPOSED MASTET CONCEPT PLAN

APPROVED

Amendment to
Master Concept Plan
Subject to conditions in Resolution ADD1999-00056
Zoning Case # ADD1999-00056
Date 2/23/00

RECEIVED
DEC 08 1999
DEVELOPMENT SERVICES



PROJECT LOCATION

LOCATION MAP

0 1000 2000 4000
SCALE IN FEET

NORTH

PREPARED BY

JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
2158 JOHNSON STREET
POST OFFICE BOX 1550
FORT MYERS, FLORIDA 33902
PHONE (813) 334-0046
FAX (813) 334-3661

J.E.I. PROJECT NO. 21764
DECEMBER 1995
REVISED: 11-24-99
REVISED: 2-18-98

APPLICANT

WEST BAY DEVELOPMENT CORPORATION
4610 WEST BAY BOULEVARD
ESTERO, FLORIDA 33928
PHONE (941) 498-7770
FAX (941) 498-7771

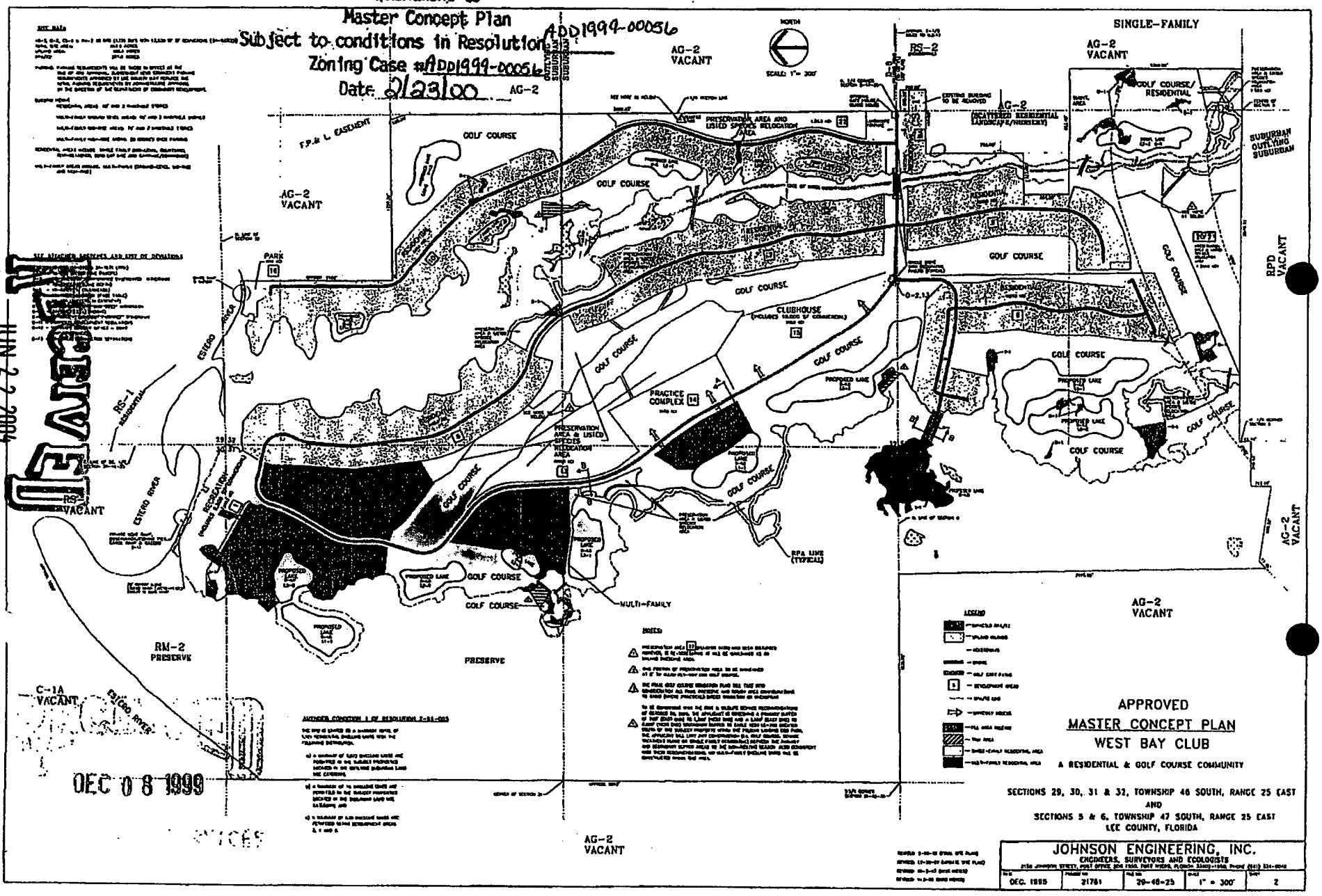
STRAP NUMBERS

29-46-25-00-00006.0010	32-46-25-01-00009.0000
30-46-25-00-00002.0010	32-46-25-01-00010.0000
31-46-25-01-00001.0000	32-46-25-01-00011.0000
31-46-25-01-00002.0000	05-47-25-01-00003.0130
31-46-25-01-00003.0040	05-47-25-01-00003.0400
31-46-25-01-00003.0050	05-47-25-01-00003.040A
31-46-25-01-00003.0060	05-47-25-01-00003.040B
31-46-25-01-00003.006B	05-47-25-01-00003.040C
31-46-25-01-00003.0080	05-47-25-01-00003.040D
31-46-25-01-00003.0380	05-47-25-01-00003.0510
32-46-25-01-00003.0110	05-47-25-01-00003.0520
32-46-25-01-00003.0120	05-47-25-01-00003.0540
32-46-25-01-00003.0140	05-47-25-01-00003.0550
32-46-25-01-00003.0500	05-47-25-01-00003.055C
32-46-25-01-00004.0000	05-47-25-01-00019.0000
32-46-25-01-00004.0010	05-47-25-01-00019.0010
32-46-25-01-00004.001A	05-47-25-01-00019.0020
32-46-25-01-00005.0000	05-47-25-01-00019.0030
32-46-25-01-00006.0000	05-47-25-01-00020.0000
32-46-25-01-00007.0000	06-47-25-00-00002.0010
32-46-25-01-00008.0000	

ZONING

RPD

Amendment to
Master Concept Plan
Subject to conditions in Resolution ADD1999-00056
Zoning Case # ADD1999-00056
Date 2/23/00



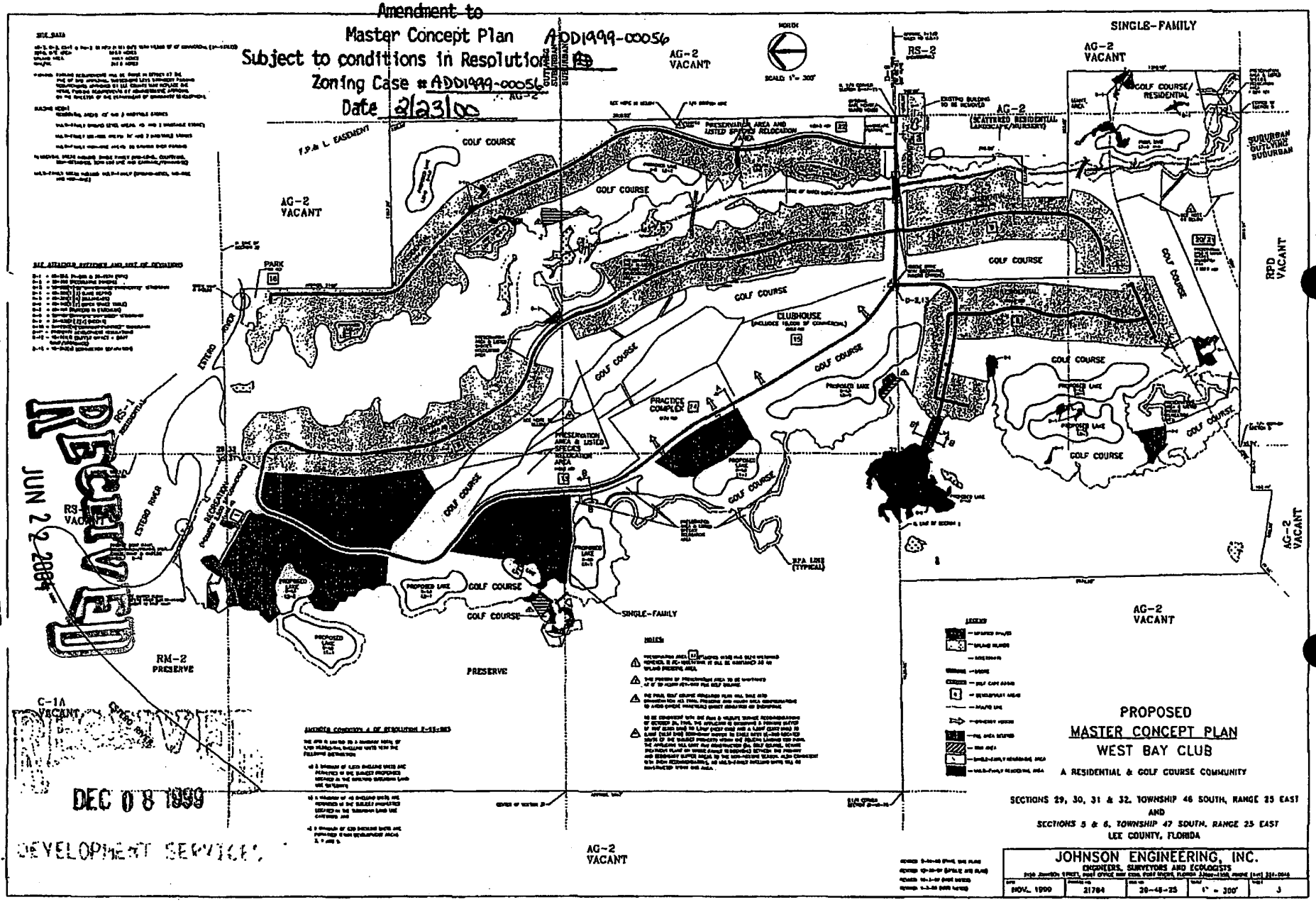
RECEIVED
JUN 22 2004
PERMIT COUNTER

DEC 08 1999

DCI 2004-00046

APPROVED

Amendment to
Master Concept Plan ADD1999-00056
Subject to conditions in Resolution
Zoning Case # ADD1999-00056
Date 2/23/00



RECEIVED
JUN 22 2004
PERMIT COUNTER

RECEIVED
DEC 08 1999
DEVELOPMENT SERVICES

2004-00046

Acco

ADMINISTRATIVE AMENDMENT (FPA) - ADD2000-00016

ADMINISTRATIVE AMENDMENT
LEE COUNTY, FLORIDA

WHEREAS, West Bay Club Development Corporation filed an application for Final Zoning Plan Approval to a Residential Planned Development on a project known as West Bay Club – Westlake Court for request on property located within the West Bay Club Subdivision, described more particularly as:

LEGAL DESCRIPTION: In Section 31, Township 46 South, Range 25 East, Lee County, Florida:

Block MF-1, Unit 07, SUBDIVISION West Bay Club, as recorded in Plat Book 62, Page 104, of the Public Records of Lee County, Florida, lying in Section 31, Township 46 South, Range 25 East, Lee County, FL.

WHEREAS, the property was originally rezoned in case number 95-06-148.03Z [with subsequent amendments in case numbers 99-12-002.00D]; and

WHEREAS, the Lee County Land Development Code provides for certain administrative changes to planned development master concept plans and planned unit development final development plans; and

WHEREAS, the subject application and plans have been reviewed by the Lee County Department of Community Development in accordance with applicable regulations for compliance with all terms of the administrative approval procedures; and

WHEREAS, it is found that the proposed amendment does not increase density or intensity within the development; does not decrease buffers or open space required by the LDC; does not underutilize public resources or infrastructure; does not reduce total open space, buffering, landscaping or preservation areas; and does not otherwise adversely impact on surrounding land uses.

NOW, THEREFORE, IT IS HEREBY DETERMINED that the application for Final Zoning Plan Approval to the Planned Development for West Bay Club Development, West Lake Court is **APPROVED with the following conditions:**

1. **The Development must be in substantial compliance with the two-page Final Zoning Plan, by Johnson Engineering, Inc, dated January, 2000, stamped received on February 15, 2000.**

2. **Site Plan ADD2000-00016 is hereby APPROVED and adopted. A reduced copy is attached hereto.**

3. **The maximum number of model homes approved within this Final Plan Approval is two.**

4. **Each model home must be a unique design used solely for demonstration purposes or sales promotion and not available for sale or occupancy (see LDC Section 34-1952).**

5. **Development of this property must be in compliance with Resolution Z-96-005.**

DULY SIGNED this 29th day of August, A.D., 2000.

BY: Mary Gibbs
Mary Gibbs, Director
Department of Community Development

Util 2004-00046

RECEIVED
JUN 22 2004

PERMIT COUNTER

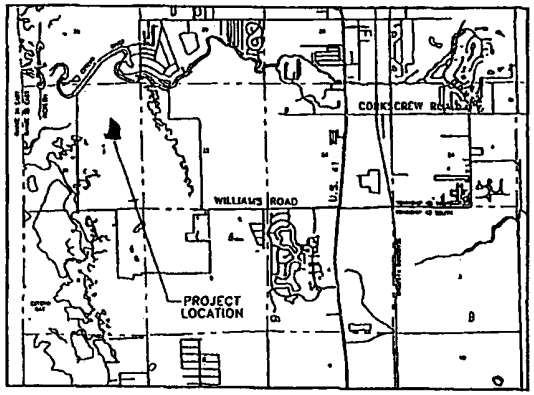
FINAL ZONING PLAN APPROVAL
FOR

WEST BAY CLUB
WESTLAKE COURT

SECTION 5, TOWNSHIP 47 S., RANGE 25 E.
ESTERO, LEE COUNTY, FLORIDA

INDEX OF PLANS

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	SITE, SIGN & MARKING, and VEGETATION PLAN



PROJECT LOCATION
WEST BAY CLUB

LOCATION MAP

0 1000 2000 4000
SCALE: 1" = 2000'

PREPARED BY
JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
2158 JOHNSON STREET
POST OFFICE BOX 1550
FORT MYERS, FLORIDA 33902
PHONE (941) 334-0046
FAX (941) 334-3661

JANUARY, 2000

OWNER

WEST BAY CLUB DEVELOPMENT CORPORATION
4610 WEST BAY BOULEVARD
ESTERO, FL 33928
PHONE (941) 498-7770
FAX (941) 498-7771

DEVELOPER

WEST BAY CLUB DEVELOPMENT CORPORATION
4610 WEST BAY BOULEVARD
ESTERO, FL 33928

STRAP NUMBERS

31-46-25-07-00MF1.0000

APPROVED
Final Plan Approval
For Excavation / Planned Development Approval
Subject to Letter dated 8/22/2000 - 8/22/2002
Date 8/22/00

RECEIVED
FEB 15 2001
PERMIT COUNTER

ADD 2000-00016

ZONING

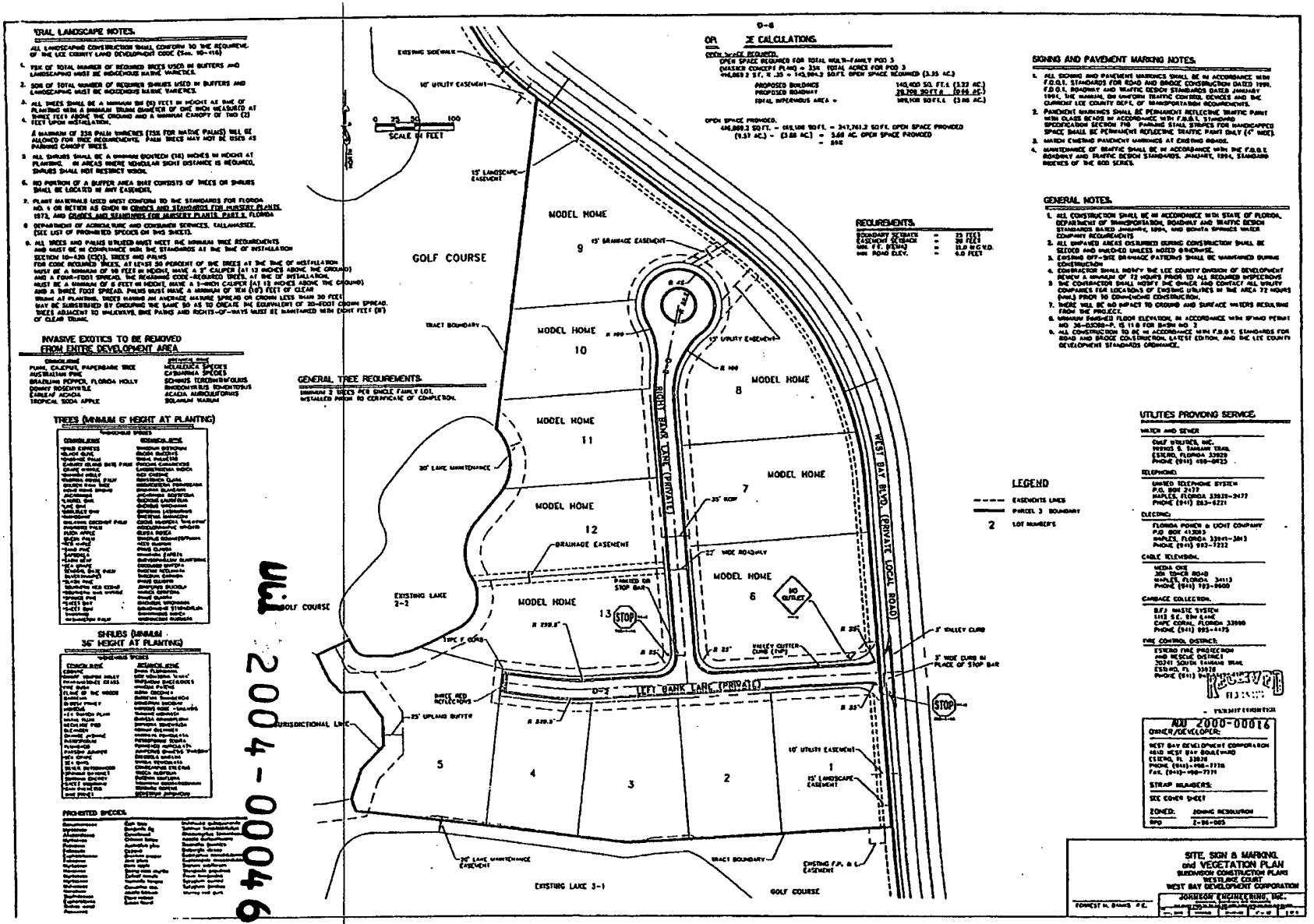
RPD (RESOLUTION # Z-96-005)

RECEIVED
JUN 22 2004
PERMIT COUNTER

2004-00046

REGISTERED PROFESSIONAL ENGINEER
FLORIDA CERTIFICATE NO. 14154

COVER SHEET
SUBDIVISION CONSTRUCTION PLANS
WESTLAKE COURT
WEST BAY DEVELOPMENT CORPORATION
JOHNSON ENGINEERING, INC.



RECEIVED
JUN 22 2004
PERMIT COUNTER

ADD 2004-00046

Acco

ADMINISTRATIVE AMENDMENT (PD) ADD2000-00089

ADMINISTRATIVE AMENDMENT
LEE COUNTY, FLORIDA

WHEREAS, West Bay Development Corporation filed an application for administrative approval to change the required minimum 15 foot rear yard setback to 10 feet on Lots 27-36, Block G, Nature's Cove Court subdivision (P. B. 62, Pages 79-111, Sheets 9 and 21) in a Residential Planned Development on a project known as West Bay Club on property located west of U.S. 41, off of Williams Road, in West Bay Club RPD, described more particularly as:

LEGAL DESCRIPTION: In Section 05, Township 47 South, Range 25 East, Lee County, Florida:

Lots 27-36, Block G, WEST BAY CLUB SUBDIVISION, as recorded in Plat Book 62, Pages 79-111, of the Public Records of Lee County, Florida, lying in Section 05, Township 47 South, Range 25 East, Lee County, FL.

WHEREAS, the property was originally rezoned in case number 95-06-148.03Z [with subsequent amendment in case number 95-06-148.13A 01.01 and Final Zoning Plan Approval requests in case numbers 95-06-148.04A 01.01, 95-06-148.04A 02.01, 95-06-148.04A 03.01 and 95-06-148.04A 04.01]; and); and

WHEREAS, the Lee County Land Development Code provides for certain administrative changes to planned development master concept plans and planned unit development final development plans; and

WHEREAS, the applicant is proposing to change the rear yard setback from minimum 15 feet to 10 feet on ten lots, Lots 27-36, Block G, Nature's Cove Court subdivision (P. B. 62, Pages 79-111, Sheets 9 and 21); and

WHEREAS, the reduction in rear yard setback will allow the applicant to construct Courtyard residences on Lots 27-36, Block G, Nature's Cove Court subdivision; and

WHEREAS, the Courtyard residences in West Bay Club Residential Planned Development are required a minimum ten foot rear yard setback; and

WHEREAS, the applicant is proposing to amend the Property Development Regulations for West Bay Club Residential Planned Development (formerly Estero Pointe Residential Planned Development) to include a ten foot rear yard setback; andthat will be similar to those on other lots in the West Bay Club development that have a minimum ten foot rear yard setback; and

WHEREAS, the requested reduction in rear yard setback to 10 feet does not encroach into any easements; and

WHEREAS, the lots abut the West Bay golf course to the rear and a conservation area across the golf course and the requested reduction will have minimal impact on adjoining uses; and

WHEREAS, the subject application and plans have been reviewed by the Lee County Department of Community Development in accordance with applicable regulations for compliance with all terms of the administrative approval procedures; and

WHEREAS, it is found that the proposed amendment does not increase density or intensity within the development; does not decrease buffers or open space required by the LDC; does not underutilize public resources or infrastructure; does not reduce total open space, buffering, landscaping or preservation areas; and does not otherwise adversely impact on surrounding land uses.

NOW, THEREFORE, IT IS HEREBY DETERMINED that the application for administrative approval for an amendment to Residential Planned Development is **APPROVED.**

Approval is subject to the following conditions:

1. **The Development must be in substantial compliance with the West Bay Club subdivision and Property Development regulations, as amended for Lots 27-36, Block G, Nature's Cove Court subdivision and shown on Sheet 9 of 33 and Sheet 21 of 33 as submitted by the applicant stamped "Received June 9, 2000", by the Permit Counter. Reduced copies of the subdivision plat and Property Development Regulations are attached hereto.**

2. **The reduction in rear yard setback from minimum 15 feet to minimum 10 feet is approved only for Lots 27-36, Block G, Nature's Cove Court subdivision (Plat Book 62, Pages 79-111, Sheets 9 and 21).**

3. **There shall be no encroachment, including eaves, into the ten foot wide drainage easement that crosses the rear of Lots 27-36, Block G, Nature's Cove Court subdivision)Plat Book 62, Pages 79-111, Sheets 9 and 21).**

4. **The terms and conditions of the original zoning resolutions remain in full force and effect.**

DULY SIGNED this 31st day of July, A.D. 2000.

BY: Mary Gibbs
Mary Gibbs, Director
Department of Community Development

RECEIVED
JUN 22 2004
PERMIT COUNTER

UCI 2004-00046

CASE NO. ADD2000-00089

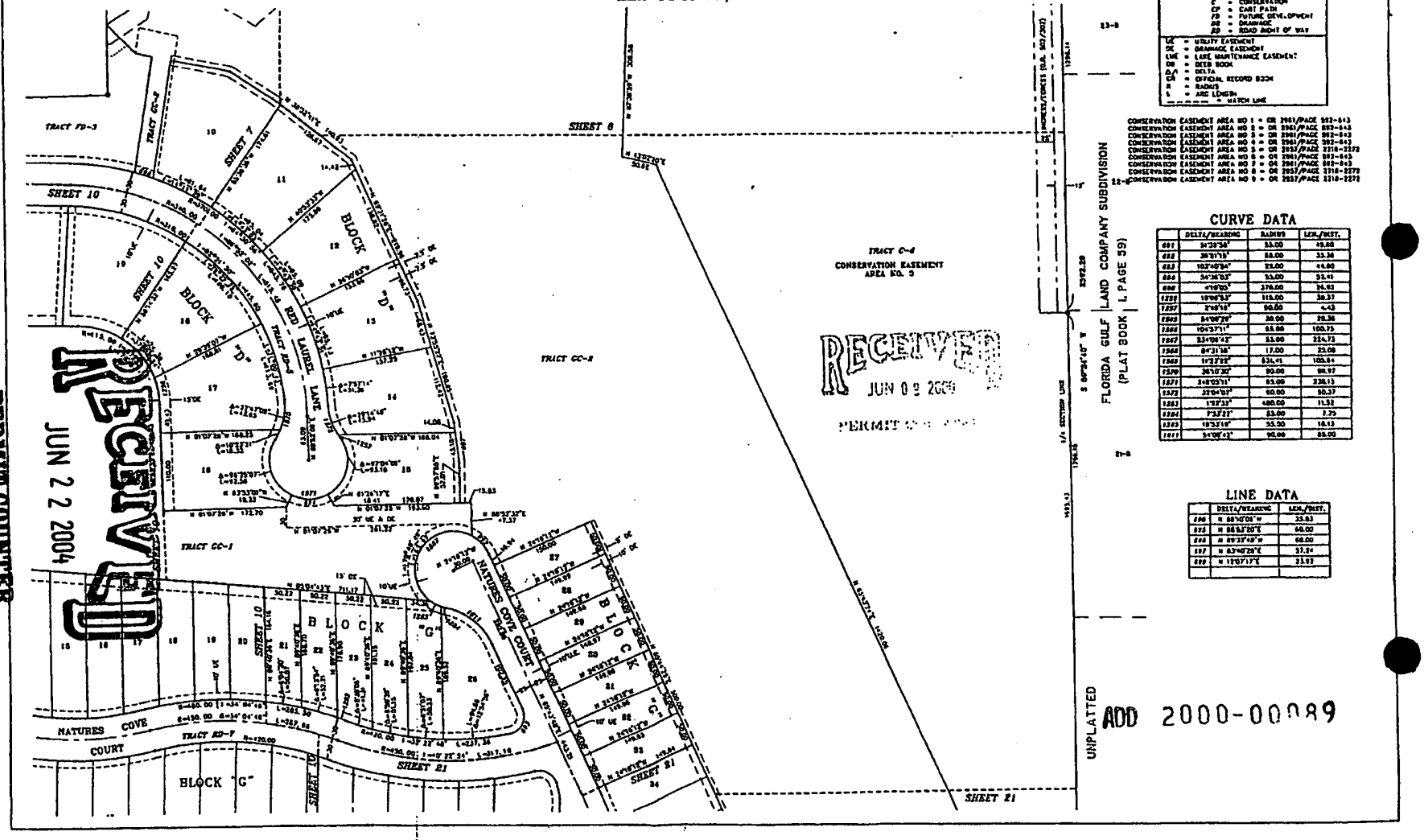
PREPARED BY:
JOHNSON ENGINEERING, INC.
**** JOHNSON STREET
FORT MYERS, FLORIDA 33901

PLAT BOOK 82 PAGE 87
SHEET 9 OF 33

WEST BAY CLUB

SUBDIVISION IN
SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS
(PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN
SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

SCALE: 1" = 60'



LEGEND

TRACTS	
RC	= RECREATION
RC/GC	= RECREATION RANCH
CC	= COUNTRY CLUB
GC	= GOLF COURSE
LS	= LANDSCAPE
LK	= LAKE
PK	= PARK
C	= CONSERVATION
CP	= CART PATH
FD	= FUTURE DEVELOPMENT
DR	= DRAINAGE
RW	= ROAD RIGHT OF WAY
UE	= UTILITY EASEMENT
DE	= DRAINAGE EASEMENT
LME	= LAKE MAINTENANCE EASEMENT
DB	= DEED BOOK
Δ	= DELTA
OR	= OFFICIAL RECORD BOOK
R	= RADIUS
L	= ARC LENGTH
	= MATCH LINE

CONSERVATION EASEMENT AREA NO 1 = OR 2951/PAGE 592-613
CONSERVATION EASEMENT AREA NO 2 = OR 2951/PAGE 592-613
CONSERVATION EASEMENT AREA NO 3 = OR 2951/PAGE 592-613
CONSERVATION EASEMENT AREA NO 4 = OR 2951/PAGE 592-613
CONSERVATION EASEMENT AREA NO 5 = OR 2951/PAGE 2710-2722
CONSERVATION EASEMENT AREA NO 6 = OR 2951/PAGE 592-613
CONSERVATION EASEMENT AREA NO 7 = OR 2951/PAGE 592-613
CONSERVATION EASEMENT AREA NO 8 = OR 2951/PAGE 2710-2722
CONSERVATION EASEMENT AREA NO 9 = OR 2951/PAGE 2710-2722

CURVE DATA

	DELTA/BEARING	RADIUS	LEN./DIST.
601	34°39'58"	55.00	49.88
602	36°31'19"	55.00	35.36
603	103°40'34"	25.00	44.80
604	34°36'03"	55.00	33.41
605	4°18'05"	370.00	26.82
1238	19°08'53"	115.00	38.37
1257	2°49'16"	90.00	4.43
1265	84°08'29"	30.00	30.36
1266	104°57'11"	55.00	100.75
1267	23°08'43"	55.00	224.73
1268	84°31'36"	17.00	25.08
1269	19°17'22"	530.41	100.64
1270	26°10'30"	90.00	98.97
1271	34°05'51"	55.00	338.13
1272	23°04'01"	60.00	80.37
1283	1°38'33"	480.00	11.53
1284	7°32'27"	55.00	7.75
1285	19°53'19"	55.00	18.13
1611	54°08'43"	95.00	89.00

LINE DATA

	DELTA/BEARING	LEN./DIST.
890	N 88°14'08" W	35.83
895	N 88°57'30" E	60.00
896	N 89°33'48" W	60.00
897	N 63°48'28" E	57.24
899	N 12°07'17" E	23.93

RECEIVED
JUN 09 2000
PERMIT COUNTER

RECEIVED
JUN 22 2004
PERMIT COUNTER

MI 2004-00046

ADD 2000-00089

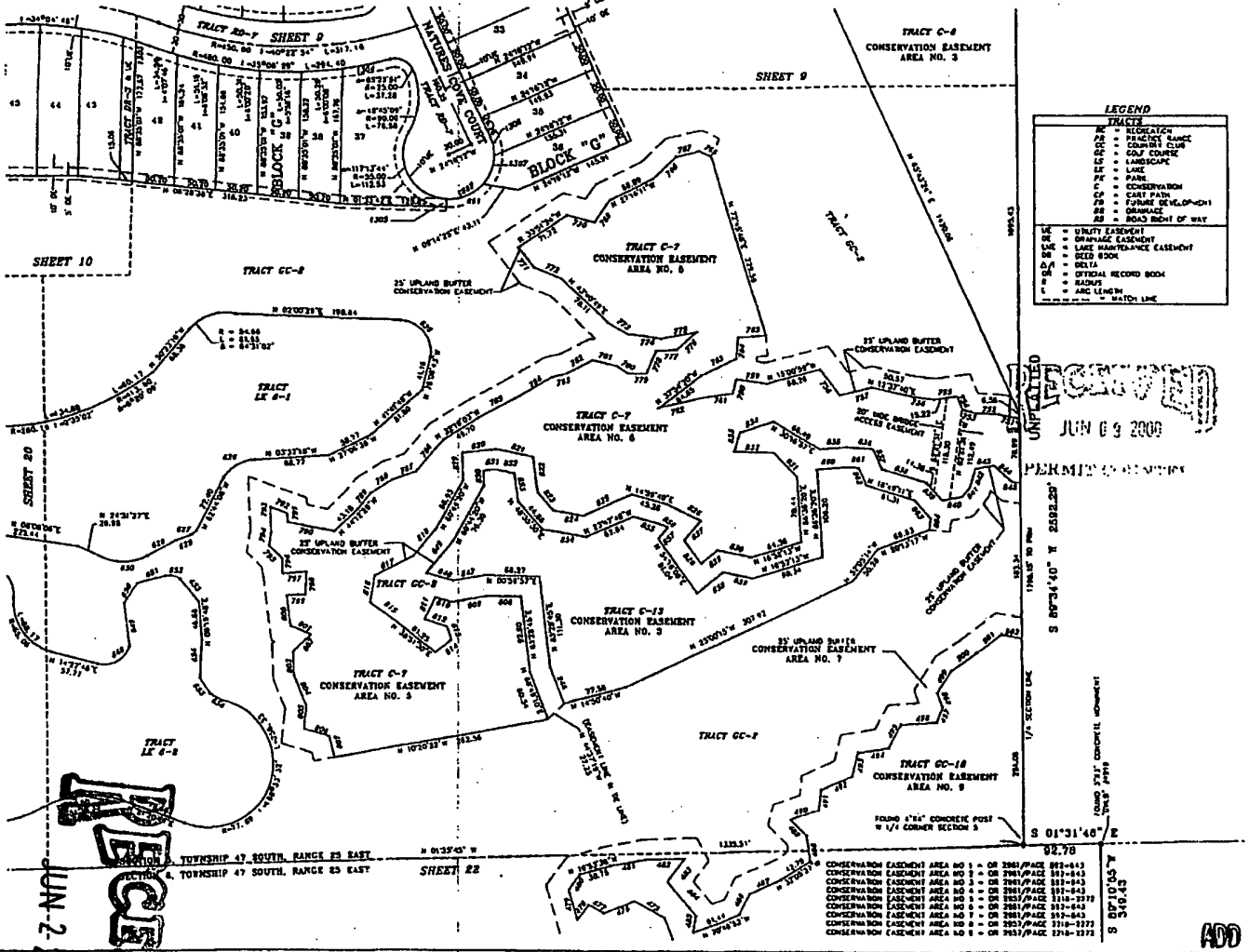
APPROVED
Amendment to
Master Concept Plan
Subject to Case # ADD2000-00089
Date 7/3/00

WEST BAY CLUB

SUBDIVISION IN
SECTIONS 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST & IN
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
AND A REPLAT OF TRACTS "F" & "G" ESTERO RIVER HEIGHTS
(PLAT BOOK 10, PAGE 15, LEE COUNTY RECORDS) IN
SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

PLAT BOOK 62 PAGE 77

SHEET 2 OF 33



CURVE DATA

	DELTA/BEARING	RADIUS	LENGTH
C22	93°37'56"	30.00	49.02
C29	33°07'18"	48.00	44.53
C30	26°31'50"	30.00	13.89
C31	87°32'39"	30.00	45.83
C32	51°06'12"	20.00	18.49
C87	31°38'36"	25.00	13.80
C303	02°25'13"	420.00	17.07
C304	6°35'27"	480.00	36.06
C307	39°39'02"	25.00	38.06
C309	27°53'56"	25.00	24.94
C247	234°08'42"	25.00	224.73

PREPARED BY:
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FLORIDA 33901

SCALE: 1" = 60'

	DELTA/BEARING	LEN./DIST.		DELTA/BEARING	LEN./DIST.
670	N 10°21'34"W	50.96	744	N 33°36'11"W	30.94
671	N 29°17'17"W	40.98	745	N 80°30'09"W	30.39
672	N 46°01'38"E	32.37	746	N 10°53'31"E	30.96
673	N 13°37'18"E	72.80	747	N 82°36'39"E	18.94
674	N 88°48'58"E	40.90	748	N 38°33'59"E	21.69
675	N 38°50'26"E	42.28	749	N 88°17'31"E	31.74
676	N 31°17'50"W	30.81	750	N 80°04'39"W	15.24
677	N 37°50'20"E	31.04	751	N 64°18'38"E	72.14
678	N 63°41'37"E	72.36	752	N 88°01'06"E	18.80
679	N 73°27'44"E	36.08	753	N 04°49'24"W	28.78
680	N 83°09'13"W	72.16	754	N 88°43'13"W	37.78
681	N 10°34'25"W	43.87	755	N 01°13'35"W	33.30
682	N 07°40'18"W	48.53	756	N 82°35'56"E	37.78
683	N 33°08'02"W	36.07	757	N 32°18'16"E	28.36
684	N 48°47'18"E	84.38	758	N 45°51'03"W	30.75
685	N 79°26'23"W	30.76	759	N 88°01'36"E	28.41
686	N 83°18'55"W	29.46	760	N 88°18'30"E	38.38
687	N 33°43'19"W	42.12	761	N 83°35'21"W	37.29
688	N 82°48'25"E	32.35	762	N 18°22'30"E	31.78
689	N 48°08'08"E	28.86	763	N 78°54'31"E	28.48
690	N 18°32'53"W	37.19	764	N 00°39'57"E	41.83
691	N 84°20'03"W	24.91	765	N 10°28'56"W	42.44
692	N 83°36'28"W	41.32	766	N 16°00'16"E	30.70
693	N 76°14'58"W	28.35	767	N 43°49'13"W	28.62
694	N 08°08'34"E	36.65	768	N 18°17'44"E	28.73
695	N 81°48'33"W	32.08	769	N 78°01'33"E	16.68
696	N 84°02'48"W	43.70	770	N 40°53'16"W	23.12
697	N 68°48'23"W	15.66	771	N 33°29'37"E	38.84
698	N 89°11'02"E	16.36	772	N 88°53'48"W	33.30
699	N 87°40'08"W	30.99	773	N 36°30'35"W	32.46
700	N 35°04'37"W	36.31	774	N 30°01'35"W	43.67
701	N 3°28'58"W	37.80	775	N 87°39'37"E	23.92
702	N 10°53'54"E	25.31	776	N 07°07'22"W	41.52
703	N 40°16'21"W	6.86	777	N 11°33'00"E	43.61
704	N 19°06'48"W	28.98	778	N 82°23'08"E	44.74
705	N 26°35'48"W	36.70	779	N 48°35'30"E	28.09
706	N 63°36'48"E	43.80	780	N 08°06'11"E	38.84
707	N 06°29'18"W	28.26	781	N 33°47'48"W	64.38
708	N 13°36'40"W	34.71	782	N 25°03'46"E	43.28
709	N 80°20'11"E	38.34	783	N 49°37'19"W	32.17
710	N 87°39'37"W	16.38	784	N 24°18'08"E	34.76
711	N 36°52'14"E	21.83	785	N 38°17'17"W	28.43
712	N 28°31'36"E	17.06	786	N 11°16'14"E	43.29
713	N 89°34'40"W	6.84	787	N 43°34'08"E	45.61
714	N 11°37'58"E	36.16	788	N 00°38'40"E	47.84
715	N 63°37'40"E	37.46	789	N 73°28'14"W	24.15
716	N 15°24'16"E	48.73	790	N 18°30'00"W	43.38
717	N 87°34'31"E	17.72	791	N 04°13'39"W	33.79
718	N 87°37'30"W	27.52	792	N 03°36'17"E	30.66
719	N 01°07'12"E	26.84	793	N 86°53'10"E	28.84
720	N 14°00'28"W	28.98	794	N 18°49'11"E	38.84
721	N 01°34'18"E	29.39	795	N 48°08'31"E	29.82
722	N 87°38'24"E	37.53	796	N 11°28'36"W	32.82
723	N 75°56'11"E	17.79	797	N 30°21'08"W	15.55
724	N 07°42'33"W	37.91	798	N 74°29'53"W	23.43
725	N 13°53'28"W	53.55	799	N 09°30'21"W	23.10
726	N 25°01'05"W	49.46	800	N 45°14'45"E	28.81
727	N 84°58'04"W	28.48	801	N 09°03'53"E	10.84
728	N 01°27'48"W	34.35	802	N 89°49'18"E	48.46
729	N 34°43'38"E	16.34	803	N 16°27'39"W	20.87
730	N 12°10'04"W	28.48	804	N 18°07'48"E	15.55
731	N 44°13'08"W	34.80	805	N 30°15'23"W	31.84
732	N 24°58'04"W	33.16	806	N 87°37'37"W	17.88
733	N 21°11'03"E	36.45	807	N 01°07'37"W	14.32
734	N 29°14'34"E	36.80	808	N 11°33'00"E	23.84
735	N 04°12'49"E	41.83	809	N 82°33'08"E	34.87
736	N 11°01'33"W	44.06	810	N 08°08'14"E	33.38
737	N 41°32'03"W	32.29	811	N 14°26'40"E	34.33
738	N 04°04'12"W	23.42	812	N 78°03'40"E	18.06
739	N 06°36'05"W	30.46	813	N 49°31'16"W	17.87
740	N 00°03'32"W	22.49	814	N 38°17'13"W	41.24
741	N 33°06'42"E	16.83	815	N 11°16'18"E	37.77
742	N 13°09'14"E	29.54	816	N 66°53'48"E	23.32
743	N 27°29'38"W	23.00	817	N 48°08'33"E	28.31
744	N 13°37'48"W	18.41	818	N 82°31'36"W	14.38
745	N 33°41'13"W	31.86	1303	N 88°33'00"W	6.79
746	N 80°13'36"W	34.13			
747	N 10°37'33"E	31.84			
748	N 79°37'33"W	30.86			

UNRECORDED

JUN 09 2000

PERMIT CENTER

ADD 2000-00089

RECEIVED

JUN 22 2004

PERMIT CENTER

MI 2004-00046

APPROVED
Amendment to
Master Concept Plan
Subject to Case # ADD2000-00089
Date 7/31/00

PROPERTY DEVELOPMENT REGULATIONS
for
ESTERO POINTE RPD (D-11)

	Minimum Lot			Minimum Setback								
	Area (s.f.)	Depth (feet)	Width (feet)	Side (feet)	Rear (feet)	Road (feet)	Water Body (feet)	Maximum Height (feet)	Number of Habitable Floors	Minimum Building Separation (feet)	Subdivision	Condominium
RESIDENTIAL												
Mid-Level	7,500	100	75	7.5	15	20	20	45	3	15	YES	YES
Courtyard	5,500	100	55	5	10	20	20	45	3	10	YES	YES
Estates	10,000	100	100	15	20	20	20	45	3	30	YES	YES
Semi-Detached 1st Side 2nd Side	5,000	100	50	 0 7.5	15	20	20	45	3	15	YES	YES
Zero Lot Line 1st Side 2nd Side	4,500	80	45	 0 4	15*	15	20	45	3	4	YES	YES
Carriage/Townhouse 1st Side 2nd Side	2,800	80	35	 0 0 or 10	20	20	20	45	3	** Complex Separation: 20	YES	YES
MULTI-FAMILY												
Ground Level	10,000	100	100		20	20	25	45	3	20		YES
Mid-Rise	10,000	100	100		20	20	25	75	7	20		YES
High-Rise	10,000	100	100		20	20	25	—	20*	60		YES
CLUBHOUSE AREA	40,000	200	200	15	20	20	20	45	2	15	YES	YES
PRACTICE COMPLEX	40,000	200	200	15	20	20	20	45	2	15	YES	YES

*Except 10' rear setback permitted for Lots 27-36, Block G, of the plat of West Bay Club, Plat Book 62, Pages 79-111.

APPROVED
Amendment to
Master Concept Plan
Subject to Case # ADD2000-00087
Date 7/3/00

ADMINISTRATIVE AUTHORIZATION (UEE) ADD2000-00189
LEE COUNTY, FLORIDA

WHEREAS, Craig Brush in ref. to West Bay Club has filed an application for administrative authorization of encroachment into a drainage easement located at 20160 Chapel Trace, and is more particularly described as:

LEGAL DESCRIPTION: In Section 32, Township 46 South, Range 25 East, Lee County, Florida:

> Lot 26, Block C, WEST BAY CLUB SUBDIVISION, as recorded in Plat Book 62, Pages 79-111, of the Public Records of Lee County, Florida, lying in Section 32, Township 46 South, Range 25 East, Lee County, FL.

WHEREAS, the Applicant has indicated the property's current STRAP number is 32-46-25-07-0000C.0260; and

WHEREAS, the Lee County Land Development Code Section 10-328(a) provides for the Director of Development Services Division authorization to allow a lesser dimension for a drainage easement; and

WHEREAS, the West Bay Club Architectural Review Committee in a letter dated November 28, 2000 recommended approval of a reduction in the rear setback from 15 feet to 7.5 feet for an accessory structure (pool); and

WHEREAS, a letter of no objection was submitted, dated December 11, 2000, from the person(s) or entity(s) that holds the subject easement, i.e., the West Bay Club Community Association, Inc., which maintains the drainage easement; and

WHEREAS, Final Plan Approval for West Bay Club, Phase Two, was approved on May 11, 1998; and

WHEREAS, the subject parcel is located within Phase Two of the West Bay Club development; and

WHEREAS, the subject application and plans have been reviewed by the Lee County Development Services Division in accordance with applicable regulations for compliance with all terms of the administrative authorization; and

WHEREAS, the following findings of fact are offered:

A. The lesser dimension will be in harmony with the general appearance and character of the community.

B. The lesser dimension will not be injurious to the area involved or otherwise detrimental to the public health, safety or welfare.

NOW, THEREFORE, IT IS HEREBY DETERMINED that under the authority as provided to the Director of Development Services Division in the Lee County Land Development Code Section 10-328(a) (Ordinance 92-44), the lesser dimension of the subject drainage easement is **APPROVED, limited to the following:**

a) **A reduction in the rear setback for a pool from 15 feet to 7.5 feet as shown on the attached site plan stamped received by the permit counter on November 22, 2000.**

b) **All other property development regulations for the proposed dwelling unit must be in accordance with Resolution Z-96-005, as amended.**

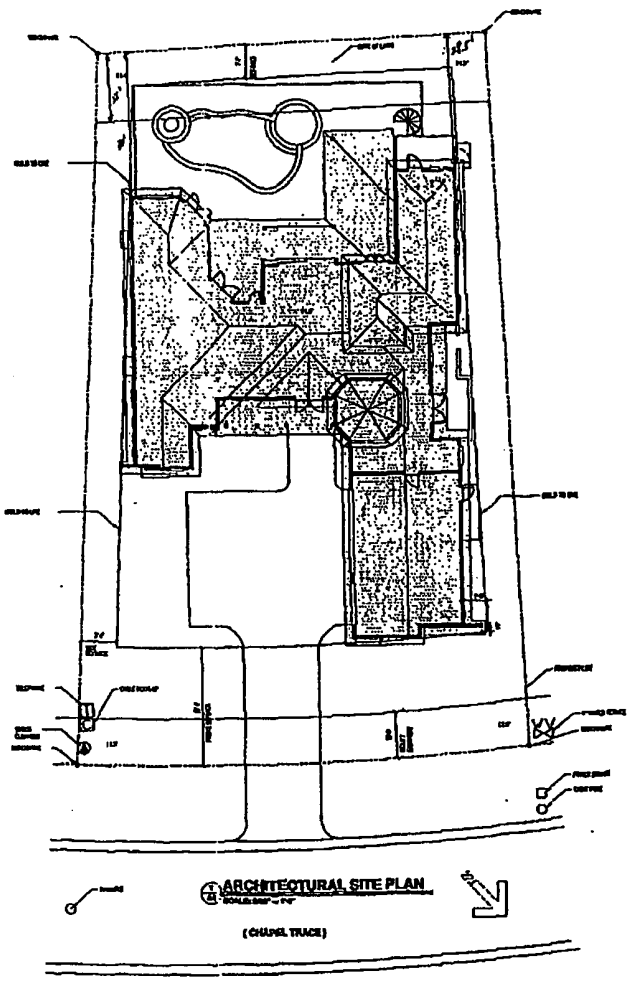
DULY SIGNED this 14th day of December, A.D., 2000.

By: Walter J. McCarthy
Walter J. McCarthy, Director
Development Services Division

UCI 2004-00046

RECEIVED
JUN 2 2 2004

PERMIT COUNTER



ARCHITECTURAL SITE PLAN

(CHAPEL TRACE)

GENERAL NOTES

RECEIVED
NOV 12 2000
PERMIT CENTER

ADD 2000-00189

PERMIT SET - FOR CONSTRUCTION

JEM design group
residential design

BRUSH RESIDENCE
TEST BAY COVE
SANIBEL ISLANDS, INC.
LEE COUNTY, FLORIDA

ARCHITECTURAL SITE PLAN

A-1

ADMINISTRATIVE AMENDMENT
LEE COUNTY, FLORIDA

WHEREAS, Atlantic Gulfshore Natures Cove filed an application for administrative approval to a Residential Planned Development on a project known as Natures Cove at West Bay Club **to amend Condition 5 (Property Development Regulations) of Resolution Z-96-005 to change the required street setback from 15 feet to ten feet on Lot 37, West Bay Club, Block "G", Natures Cove Court** to allow a screen enclosure on property located at 22200 Natures Cove Court, described more particularly as:

LEGAL DESCRIPTION: In Section 05, Township 47 South, Range 25 East, Lee County, Florida:

Lot 37 of West Bay Club, Block "G" according to the plat thereof as recorded in Plat Book 62, at Pages 99 of the Public Records of Lee County, Florida

WHEREAS, the property was originally rezoned in case number 95-06-148.03Z [with subsequent amendment in case number 95-06-148.13A 01.01 and Final Zoning Plan Approval requests in case numbers 95-06-148.04A 01.01, 95-06-148.04A 02.01, 95-06-148.04A 03.01 and 95-06-148.04A 04.01]; and

WHEREAS, the Property Development Regulations establish a minimum 15 foot street setback for zero lot line single-family residences; and

WHEREAS, the applicant is requesting a street setback from 15 to 10 feet on Lot 37 of West Bay Club, Block "G"; and

WHEREAS, the applicant is proposing to place a screen enclosure over a deck and swimming pool and spa; and

WHEREAS, Lot 37 of West Bay Club, Block "G" is located along a cul-de-sac street named Nature's Cove Court and no other lots adjoin the rear of the lot or cul-de-sac street side of the lot; and

WHEREAS, the screen enclosure covering the deck will encroach five feet into a 15 foot wide street setback adjoining the cul-de-sac street in the West Bay Club development; and

WHEREAS, the screen enclosure and deck will not encroach into the 10 foot wide utility easement adjoining the culd-e-sac street; and

WHEREAS, the proposed screen enclosure will not inhibit vehicular visibility on the cul-de-sac street or interfere with traffic safety for vehicles using the cul-de-sac street; and

WHEREAS, the proposed screen enclosure will not block view or access to the golf course for other lots; and

WHEREAS, the Lee County Land Development Code provides for certain administrative changes to planned development master concept plans and planned unit development final development plans; and

WHEREAS, the subject application and plans have been reviewed by the Lee County Department of Community Development in accordance with applicable regulations for compliance with all terms of the administrative approval procedures; and

WHEREAS, it is found that the proposed amendment does not increase density or intensity within the development; does not decrease buffers or open space required by the LDC; does not underutilize public resources or infrastructure; does not reduce total open space, buffering, landscaping or preservation areas; and does not otherwise adversely impact on surrounding land uses.

NOW, THEREFORE, IT IS HEREBY DETERMINED that the application for administrative approval for an amendment to Residential Planned Development is **APPROVED to amend Condition 5 (Property Development Regulations) of Resolution Z-96-005 to change the required street setback from 15 feet to ten feet on Lot 37, West Bay Club, Block "G", Natures Cove Court to allow a screen enclosure on property located at 22200 Natures Cove Court only.**

Approval is subject to the following conditions:

1. **The 10 foot street setback shall apply only to Lot 37, West Bay Club, Block "G" as recorded in Plat Book 62, at Pages 99 of the Public Records of Lee County, Florida.**

2. **The Development must be in compliance with the Boundary Survey sketch prepared by Johnson Engineering, Inc., dated October 26, 2000, for "West Bay Club, Block "G" Lot 37 Natures Cove Court". A reduced copy is attached hereto.**

3. **The 10 foot street setback shall be only for a screen enclosure over a deck, all other structures must comply with the Property Development Regulations stated in Resolution Z-96-005.**

4. **The screen enclosure shall not encroach into the 10 foot wide utility easement adjoining the street on Lot 37, West Bay Club, Block "G"as recorded in Plat Book 62, at Pages 99 of the Public Records of Lee County, Florida.**

5. **The terms and conditions of the original zoning resolution, with the exception of condition 5 as amended herein to apply to Lot 37, West Bay Club, Block "G", Natures Cove Court only, remain in full force and effect.**

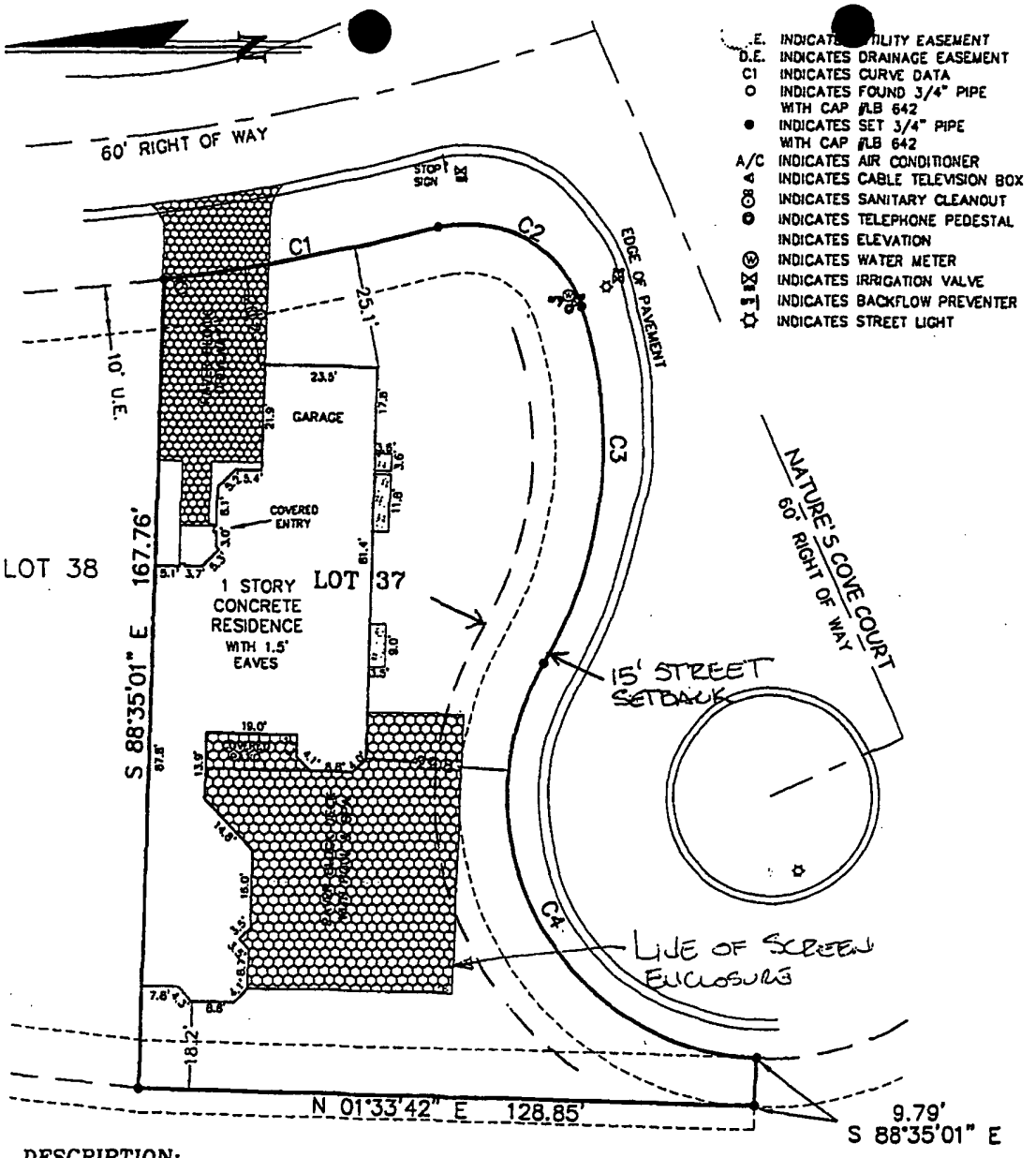
DULY SIGNED this 14th day of December, A.D., 2000.

RECEIVED
JUN 2 2 2004
PERMIT COUNTER

BY: Walter Mlentz
For Mary Gibbs, Director
Department of Community Development

UCI 2004-00046

CASE NO. ADD2000-00198



DESCRIPTION:

TRACT GC-2

LOT 37 OF WEST BAY CLUB, BLOCK "G" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 62, AT PAGES 79-111 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	480.00'	58.01'	57.97'	S10°53'15"E	06°55'27"
C2	25.00'	37.28'	33.92'	S28°21'56"W	85°25'51"
C3	90.00'	76.58'	74.29'	S61°12'58"W	48°45'09"
C4	55.00'	112.53'	93.92'	S61°12'58"W	117°13'44"

0 15 30 60

SCALE IN FEET

NOTES:

1. LAST DAY OF FIELD WORK WAS OCTOBER 11, 2000.
2. SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF LOT 37 OF WEST BAY CLUB, BLOCK "G" AS BEING S 88°35'01" E.
4. ACCORDING TO LEE COUNTY COMMUNITY NUMBER PANEL 125124 0465 C, THE PARCEL LIES ENTIRELY WITHIN FLOOD ZONE A14 HAVING A BASE FLOOD ELEVATION OF 11.
5. THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
6. THE HORIZONTAL AND VERTICAL ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE AND CLOSED BENCH LOOP WAS FOUND TO EXCEED THE REQUIREMENT AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (61G17-6FAC).
7. DISTANCES AND BEARINGS AS SHOWN ARE AS PER RECORD PLAT AND FIELD MEASURED.

SURVEYOR'S CERTIFICATION:

For the exclusive use of:

I. W. Weed
Edison National Bank
Quarles & Brady and
Attorneys' Title Insurance Fund, Inc.

Barry E. Syran (For the Firm LB#642)
Professional Land Surveyor
Florida Certificate No. 5355

BOUNDARY SURVEY

WEST BAY CLUB, BLOCK "G"
LOT 37 NATURES COVE COURT

SECTION 5 TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

DATE | PROJECT NO. | FILE | SCALE | SHEET

EDISON ENGINEERING, INC.

acco

ADMINISTRATIVE AMENDMENT (FPA) - ADD2001-00007

ADMINISTRATIVE AMENDMENT
LEE COUNTY, FLORIDA

WHEREAS, West Bay Club Development Corporation filed an application for Final Zoning Plan Approval to a Residential Planned Development on a project known as West Bay Club - Clubhouse for **administrative approval for Final Plan Approval for the Clubhouse in accordance with Condition 2 of Resolution Z-96-005** on property located at 18020 West Bay Boulevard, Estero, described more particularly as:

LEGAL DESCRIPTION: In Section 32, Township 46 South, Range 25 East, Lee County, Florida:

See Legal Description (Attached)

WHEREAS, the property was originally rezoned in case number 95-06-148.03Z [with subsequent amendments in case numbers PD-98-003]; and

WHEREAS, the Lee County Land Development Code provides for certain administrative changes to planned development master concept plans and planned unit development final development plans; and

WHEREAS, Condition 2 of Resolution Z-96-005 requires that prior to local development order approval for vertical development the developer must submit for and have approved an application for Final Plan Approval, and

WHEREAS, the subject application and plans have been reviewed by the Lee County Department of Community Development in accordance with applicable regulations for compliance with all terms of the administrative approval procedures; and

WHEREAS, the subject application and plan have been reviewed in accordance with Resolution Z-96-005 for compliance with the terms and conditions of that approval, and

WHEREAS, it is found that the requested Final Plan Approval is consistent with the requirements of Resolution Z-96-005 and subsequent amendments.

NOW, THEREFORE, IT IS HEREBY DETERMINED that the application for Final Plan Approval to the Residential Planned Development for the **Clubhouse in accordance with Condition 2 of Resolution Z-96-005** is **APPROVED with the following conditions:**

1. **The Development must be in substantial compliance with the two-page Final Plan, by Johnson Engineering, dated December, 2000, stamped received by the Permit Counter on JAN 23, 2001.**

2. **Final Plan Approval ADD2001-00007 is hereby APPROVED and adopted. A reduced copy is attached hereto.**

3. **Development must continue to comply with the actions and conditions of Resolution Z-96-005, as amended by Administrative Amendment PD-98-003.**

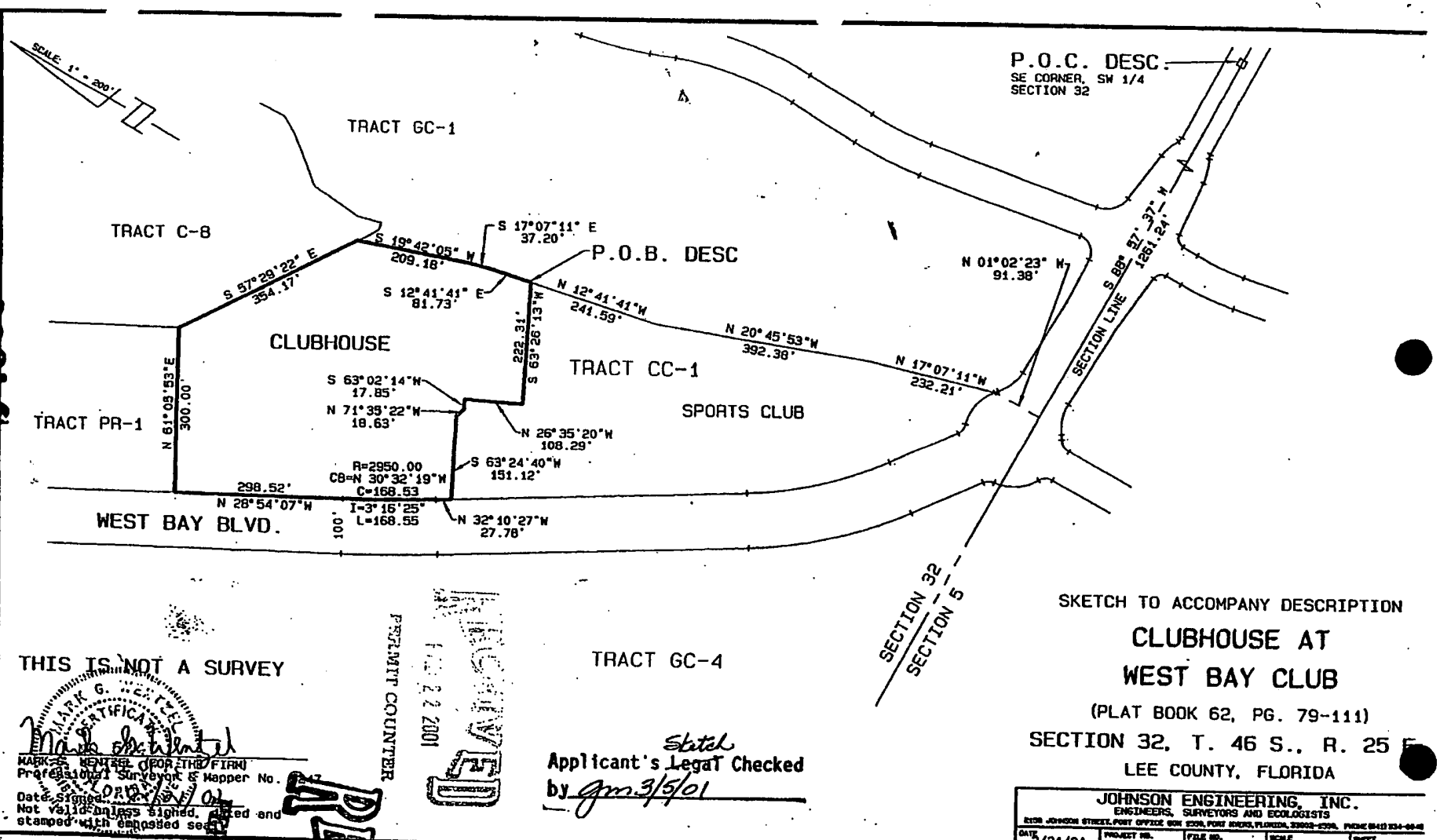
DULY SIGNED this 5th day of March, A.D., 2001.

BY: Mary Gibbs
Mary Gibbs, Director
Department of Community Development

Util 2004-00046

RECEIVED
JUN 22 2004
PERMIT COUNTER

DCI 2004-00049



THIS IS NOT A SURVEY

MARK G. MENTZEL (FOR THE FIRM)
Professional Surveyor & Mapper No. 5247
Date Signed 5/4/01
Not valid unless signed, dated and stamped with embossed seal

RECEIVED
JUN 22 2004
PERMIT COUNTER

RECEIVED
MAY 22 2001
PERMIT COUNTER

Applicant's Legal Checked
by gm 3/5/01

SKETCH TO ACCOMPANY DESCRIPTION

CLUBHOUSE AT WEST BAY CLUB

(PLAT BOOK 62, PG. 79-111)

SECTION 32, T. 46 S., R. 25 E.

LEE COUNTY, FLORIDA

JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
2158 JOHNSON STREET, POST OFFICE BOX 2324, FORT MYERS, FLORIDA, 33902-2324, PHONE (941) 334-0046

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
2/21/01	981150	32-46-25	1" = 200'	1 OF 2

ADD 2004-00049

*** Clubhouse Desc. *** - 120[0.21]PF: 981150 100 21-Feb-01 11:14 AM / 21957-

JOHNSON ENGINEERING

SINCE 1946

February 21, 2001

DESCRIPTION
CLUBHOUSE
AT
WEST BAY CLUB
(PLAT BOOK 62, PAGES 79-111)
SECTION 32, T. 46 S., R. 25 E.
LEE COUNTY, FLOIRDA

A tract or parcel of land lying in the southwest one-quarter (SW-1/4) of Section 32, Township 46 South, Range 25 East, Lee County, Florida, being a portion of Tract CC-1, as shown on the plat of West Bay Club, recorded in Plat Book 62, at Pages 79 through 111, of the Public Records of Lee County, Florida, which tract or parcel is described as follows:

From the southeast corner of the southwest one-quarter (SW-1/4) of said Section 32 run S 88° 57' 37" W along the south line of said fraction for 1261.24 feet; thence run N 01° 02' 23" W for 91.38 feet to an intersection with the northerly right-of-way line of West Bay Boulevard as shown on said plat of West Bay Club; thence run the following three (3) courses along the easterly line of Tract CC-1, as shown on said plat of West Bay Club: N 17° 07' 11" W for 232.21 feet; N 20° 45' 53" W for 392.38 feet; N 12° 41' 41" W for 241.59 feet to the Point of Beginning. From said Point of Beginning run S 63° 26' 13" W for 222.31 feet; thence run N 26° 35' 20" W for 108.29 feet; thence run S 63° 02' 14" W for 17.85 feet; thence run N 71° 35' 22" W for 18.63 feet; thence run S 63° 24' 40" W for 151.12 feet to an intersection with the easterly right-of-way line of West Bay Boulevard as shown on said plat of West Bay Club; thence run the following three (3) courses along said easterly right-of-way line: N 32° 10' 27" W for 27.78 feet to a point of curvature; northwesterly along an arc of a curve to the right of radius 2950.00 feet (chord bearing N 30° 32' 19" W) (chord 168.53 feet) (delta 03° 16' 25") for 168.55 feet to a point of tangency; N 28° 54' 07" W for 298.52 feet to an intersection with the southeasterly line of Tract PR-1, as shown on said plat of West Bay Club; thence run N 61° 05' 53" E along said southeasterly line for 300.00 feet to an intersection with the southwesterly line of Tract C-8, as show on said plat of West Bay Club; thence run S 57° 29' 22" E along said southwesterly line for 354.17 feet to an intersection with the northwesterly line of Tract GC-1, as shown on said plat of West Bay Club; thence run the following three (3) courses along said northwesterly line: S 19° 42' 05" E for 209.18 feet; S 17° 07' 11" E for 37.20 feet; S 12° 41' 41" E for 81.73 feet to the Point of Beginning.

Containing 5.41 acres, more or less.

Bearings hereinabove mentioned are based on the south line of the southwest one-quarter (SW-1/4) of said Section 32 to bear S 88° 57' 37" W.

RECEIVED
JUN 2 2 2004
PERMIT COUNTER

RECEIVED
FEB 2 2 2001
PERMIT COUNTER

mgw/19981150

Sheet 2 of 2

2004-00046

Applicant's Legal Checked
by Jm 3/6/01

2158 Johnson Street ▪ Post Office Box 1550 ▪ Fort Myers, Florida 33902-1550
(941) 334-0046 ▪ Fax (941) 334-3661

ADD 2001-00007

FINAL ZONING PLAN APPROVAL
FOR
WEST BAY CLUB CLUBHOUSE

SECTION 5, TOWNSHIP 47 S., RANGE 25 E.
BONITA SPRINGS, LEE COUNTY, FLORIDA

RECEIVED
JUN 22 2004
PERMIT COUNTER

RECEIVED
JUN 22 2004-00046

INDEX OF PLANS

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	SITE PLAN

UTILITIES PROVIDING SERVICE:

WATER AND SEWER
GULF UTILITIES, INC.
[illegible]
ESTERO, FLORIDA 33928
PHONE (941) 498-0432

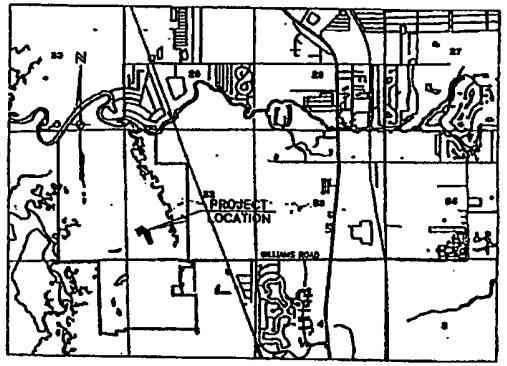
TELEPHONE
UNITED TELEPHONE SYSTEM
P.O. BOX 3477
NAPLES, FLORIDA 33939-3477
PHONE (941) 353-5220

ELECTRIC
FLORIDA POWER & LIGHT COMPANY
P.O. BOX 413302
NAPLES, FLORIDA 33941-3302
PHONE (941) 593-7222

CABLE TELEVISION
MEDIA ONE
301 TOWER ROAD
NAPLES, FLORIDA 34113
PHONE (941) 793-8600

GARBAGE COLLECTION
B.F.I. WASTE SYSTEM
1112 S.E. 8TH AVE.
CAPE CORAL, FLORIDA 33990
PHONE (941) 995-4435

FIRE CONTROL DISTRICT
ESTERO FIRE PROTECTION AND RESCUE DISTRICT
20781 SOUTH TAMIAMI TRAIL
ESTERO, FL 33928
PHONE (941) 947-3423



PROJECT LOCATION

LOCATION MAP

0 1000 2000 4000
SCALE: 1" = 2000'

PREPARED BY
JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS, PLANNERS AND ECOLOGISTS
2158 JOHNSON STREET
POST OFFICE BOX 1550
FORT MYERS, FLORIDA 33902
PHONE (941) 334-0048
FAX (941) 334-3661

DECEMBER 2000

OWNER
WEST BAY CLUB DEVELOPMENT CORPORATION
4610 WEST BAY BOULEVARD
ESTERO, FL. 33928
PHONE (941) 498-7770
FAX (941) 498-7771

AGENT/DEVELOPER
WEST BAY CLUB DEVELOPMENT CORPORATION
4610 WEST BAY BOULEVARD
ESTERO, FL. 33928

ADDRESS OF PARCEL
18020 WEST BAY BOULEVARD
ESTERO, FL. 33928

STRAP NUMBERS
32-46-25-07-00CC1.0000

ZONING
RPD (RESOLUTION # Z-96-005)

RECEIVED
JUN 21 2004
PERMIT COUNTER

APPROVED
Final Site Approval
for Conformity to Planned Development
Subject to Chap. 2 Ord. 86-17
Date 6/21/04

400 2001-00007

REVISIONS	WEST BAY CLUB	WEST BAY CLUB CLUBHOUSE Lee County, Florida	JOHNSON ENGINEERING	2158 JOHNSON STREET P.O. BOX 1550 FORT MYERS, FLORIDA 33902-1550 PHONE (941) 334-0048 FAX (941) 334-3661 L.B. #642 & L.B. #642	COVER SHEET
					DATE 01/XX/01 · PROJECT NO. 99991100 · FILE NO. 32-46-25 · SCALE As Shown · SHEET 1

RECEIVED
JUN 22 2004
PERMIT COUNTER

2004-00046

2000

ADMINISTRATIVE AMENDMENT (PD) ADD2001-00014

ADMINISTRATIVE AMENDMENT
LEE COUNTY, FLORIDA

WHEREAS, West Bay Club Development Corporation filed an application for administrative approval to a Residential Planned Development on a project known as West Bay Club (f/k/a Estero Pointe) (Natures Cove) for an **amendment to Condition 5, Deviation 11 and the approved Property Development Regulations table for West Bay Club, Resolution Z-96-005 (as amended by Administrative Amendment PD-98-003), to reduce the required rear yard setback on Tracts FD-9, FD-10, and FD-11, Block H, Nature's Cove Subdivision of West Bay Club from 15 feet to 5 feet** for property located within the West Bay Club off of Williams Road, described more particularly as:

LEGAL DESCRIPTION: In Section 05, Township 47 South, Range 25 East, Lee County, Florida:

> Parcel in Section 5, Township 47 South, Range 25 East, Lee County Florida Tracts FD-9, FD-10, FD-11, Block H, WEST BAY CLUB SUBDIVISION, as recorded in Plat Book 62, Pages 79-111, of the Public Records of Lee County, Florida, lying in Section 05, Township 47 South, Range 25 East, Lee County, Florida

WHEREAS, the property was originally rezoned in case number 95-06-148.03Z (with subsequent amendments in case numbers 95-06-148.13A 01.01 and 95-06-148.04A 02.01); and

WHEREAS, the Lee County Land Development Code provides for certain administrative changes to planned development master concept plans and planned unit development final development plans; and

WHEREAS, the subject application and plans have been reviewed by the Lee County Department of Community Development in accordance with applicable regulations for compliance with all terms of the administrative approval procedures; and

WHEREAS, the project is required to provide a minimum of 10% open space within each of the residential pods; and

WHEREAS, within this residential pod a minimum of 2.62 acres of overall open space must be provided; and

WHEREAS, the proposed amendment seeks to reduce the rear yard setback for the residential lots in this pod from 15 feet to 5 feet which abut a portion of the golf course, and

WHEREAS, the proposed amount of open space within this residential pod, with the reduced setbacks, will be 6.7 acres of land or greater than 25%; and

WHEREAS, the proposed rear yard setback will not decrease the commitment to provide 700.6 acres, or 81%, open space within this planned development, and

WHEREAS, it is found that the proposed amendment does not increase density or intensity within the development; does not decrease the required buffers or total open space required by the LDC and in this planned development; does not underutilize public resources or infrastructure; does not reduce total open space, buffering, landscaping or preservation areas; and does not otherwise adversely impact on surrounding land uses.

NOW, THEREFORE, IT IS HEREBY DETERMINED that the application for administrative approval to **amend Condition 5, Deviation 11 and the approved Property Development Regulations table for West Bay Club, Resolution Z-96-005 (as amended by Administrative Amendment PD-98-003), to reduce the required rear yard setback on Tracts FD-9, FD-10, and FD-11, Block H, Nature's Cove Subdivision of West Bay Club from 15 feet to 5 feet** within this Residential Planned Development is **APPROVED, subject to the following conditions:**

1. **Approval of the Administrative Amendment does not change the approved Master Concept Plan and the planned development must continue to be developed in substantial compliance with the approved Master Concept Plan found in Resolution Z-95-005 (as may be amended by Administrative Amendment PD-98-003).**

2. **This approval is only for the rear yard setbacks within these specific tracts. All other required setbacks within this approved planned development must continue to be maintained. The rear yard setbacks for the tracts described in this action are hereby reduced from 15 feet to 5 feet. All other required setbacks must continue to be maintained as provided for in Resolution Z-96-005 and Administrative Amendment PD-98-003.**

3. **The terms and conditions of the original zoning resolutions remain in full force and effect.**

DULY SIGNED this 21st day of March, A.D., 2001.

RECEIVED
JUN 2 2 2004
PERMIT COUNTER

BY: Mary Gibbs
Mary Gibbs, Director
Department of Community Development

2004-00046

CASE NO. ADD2001-00014

acco

ADMINISTRATIVE AUTHORIZATION (UEE) ADD2001-00104
LEE COUNTY, FLORIDA

WHEREAS, Lyons Housing Corp. in reference to Gary & Pat Heydorn has filed an application for administrative authorization of encroachment into the drainage easement located at 20180 Chapel Trace, Estero, and is more particularly described as:

LEGAL DESCRIPTION: In Section 32, Township 46 South, Range 25 East, Lee County, Florida:

> Lot 28, Block C, WEST BAY CLUB SUBDIVISION, as recorded in Plat Book 62, Pages 79-111, of the Public Records of Lee County, Florida, lying in Section 32, Township 46 South, Range 25 East, Lee County, FL.

WHEREAS, the Applicant has indicated the property's current STRAP number is 32-46-25-07-0000C.0280; and

WHEREAS, the Lee County Land Development Code Section 10-328(a) (Ordinance 92-44) provides for the Director of Development Services Division authorization to allow a lesser dimension for a drainage easement; and

WHEREAS, the Applicant is in receipt of a letter of approval from the person(s) or entity(s) that holds the subject easement, i.e., the West Bay Club Property Owners Association, Inc., which maintains the surface water management system; and

WHEREAS, the subject application and plans have been reviewed by the Lee County Development Services Division in accordance with applicable regulations for compliance with all terms of the administrative authorization; and

WHEREAS, the following findings of fact are offered:

A. The lesser dimension will be in harmony with the general appearance and character of the community.

B. The lesser dimension will not be injurious to the area involved or otherwise detrimental to the public health, safety or welfare.

NOW, THEREFORE, IT IS HEREBY DETERMINED that under the authority as provided to the Director of Development Services Division in the Lee County Land Development Code Section 10-328(a) (Ordinance 92-44), the lesser dimension of the subject drainage easement is **APPROVED, limited to the following:**

a) A six inch (6") encroachment of an existing pool deck into a platted 15 foot wide drainage easement located in the rear of Lot 28 as shown on approved survey plat date stamped July 16, 2001

This authorization is subject to the terms and conditions as described in the attached letter of approval obtained from South Florida Water Management District (SFWMD), dated July 30, 2001.

DULY SIGNED this Fifth day of September, A.D., 2001.

By: _____

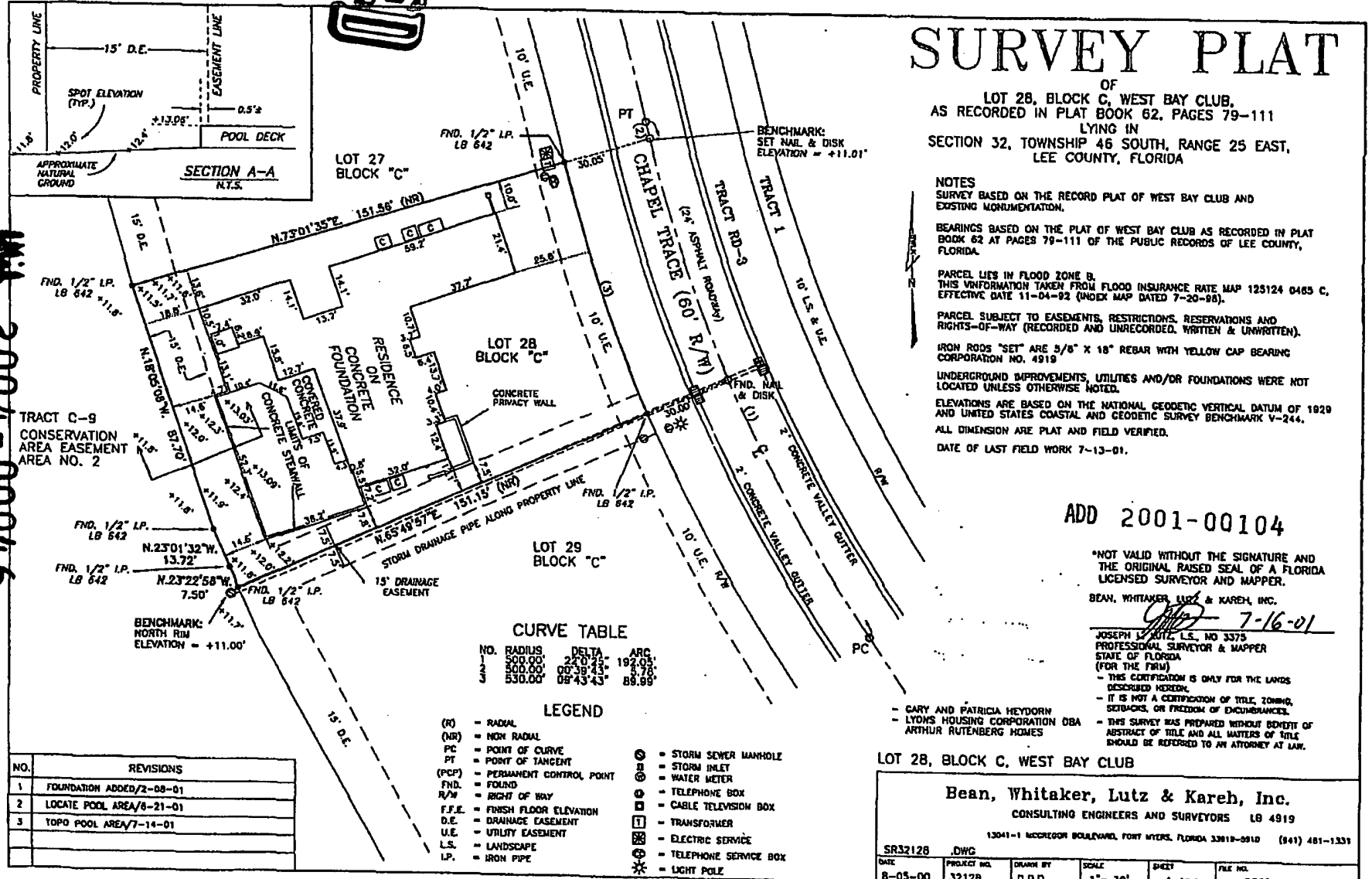
Peter J. Eckenrode, Acting Director
Development Services Division

Util 2004-00046

RECEIVED
JUN 22 2004
PERMIT COUNTER

RECEIVED
JUN 2 2 2004
PERMIT COUNTER

ADD 2004-00046



CURVE TABLE

NO.	RADIUS	DELTA	ARC
1	500.00'	22°01'25"	192.05'
2	500.00'	00°39'43"	5.78'
3	530.00'	09°43'43"	89.99'

LEGEND

(R) = RADIAL
(NR) = NON RADIAL
PC = POINT OF CURVE
PT = POINT OF TANGENT
(PCP) = PERMANENT CONTROL POINT
FND. = FOUND
R/W = RIGHT OF WAY
F.F.E. = FINISH FLOOR ELEVATION
D.E. = DRAINAGE EASEMENT
U.E. = UTILITY EASEMENT
L.S. = LANDSCAPE
I.P. = IRON PIPE

= STORM SEWER MANHOLE
= STORM INLET
= WATER METER
= TELEPHONE BOX
= CABLE TELEVISION BOX
[T] = TRANSFORMER
= ELECTRIC SERVICE
= TELEPHONE SERVICE BOX
= LIGHT POLE

NO.	REVISIONS
1	FOUNDATION ADDED/2-08-01
2	LOCATE POOL AREA/6-21-01
3	TOPO POOL AREA/7-14-01

SURVEY PLAT

OF
LOT 28, BLOCK C, WEST BAY CLUB,
AS RECORDED IN PLAT BOOK 62, PAGES 79-111
LYING IN
SECTION 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

NOTES

SURVEY BASED ON THE RECORD PLAT OF WEST BAY CLUB AND EXISTING MONUMENTATION.

BEARINGS BASED ON THE PLAT OF WEST BAY CLUB AS RECORDED IN PLAT BOOK 62 AT PAGES 79-111 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PARCEL LIES IN FLOOD ZONE B.
THIS INFORMATION TAKEN FROM FLOOD INSURANCE RATE MAP 125124 0465 C, EFFECTIVE DATE 11-04-92 (INDEX MAP DATED 7-20-88).

PARCEL SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN & UNWRITTEN).

IRON RODS "SET" ARE 5/8" X 18" REBAR WITH YELLOW CAP BEARING CORPORATION NO. 4919

UNDERGROUND IMPROVEMENTS, UTILITIES AND/OR FOUNDATIONS WERE NOT LOCATED UNLESS OTHERWISE NOTED.

ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 AND UNITED STATES COASTAL AND GEODETIC SURVEY BENCHMARK V-244.

ALL DIMENSION ARE PLAT AND FIELD VERIFIED.

DATE OF LAST FIELD WORK 7-13-01.

ADD 2001-00104

*NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BEAN, WHITAKER, LUTZ & KAREH, INC.

7-16-01

JOSEPH L. LUTZ, L.S., NO 3375
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA
(FOR THE FIRM)

- THIS CERTIFICATION IS ONLY FOR THE LANDS DESCRIBED HEREON.
- IT IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS, OR FREEDOM OF ENCUMBRANCES.
- THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OF TITLE AND ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.

- CARY AND PATRICIA HEYDORN
- LYONS HOUSING CORPORATION DBA ARTHUR RUTENBERG HOMES

LOT 28, BLOCK C, WEST BAY CLUB

Bean, Whitaker, Lutz & Kareh, Inc.
CONSULTING ENGINEERS AND SURVEYORS LB 4919
13041-1 McGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919-5910 (941) 481-1331

SR32128 .DWG

DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO.
8-05-00	32128	D.D.D.	1"= 30'	1 OF 1	PB62-P.79-111

LOT 28, BLOCK C, WEST BAY CLUB 32-46-25

ADMINISTRATIVE AMENDMENT
LEE COUNTY, FLORIDA

WHEREAS, West Bay Club Development Corporation filed an application for Final Zoning Plan Approval to a Residential Planned Development on a project known as West Bay Club - Turtle Point Cove (Phase 2) **to change the number and type of units from 40 multiple family units to 19 single family units.**

The subject property is located in West Bay Club on Marsh Turtle Trail, described more particularly as:

LEGAL DESCRIPTION: In Section 31, Township 46 South, Range 25 East, Lee County, Florida:

See Attached Legal Description

WHEREAS, the property was originally rezoned in case number 95-06-148.03Z [with subsequent amendments in case numbers 95-06-148.13A 01.01]; and

WHEREAS, the Lee County Land Development Code provides for certain administrative changes to planned development master concept plans and planned unit development final development plans; and

WHEREAS, the subject application and plans have been reviewed by the Lee County Department of Community Development in accordance with applicable regulations for compliance with all terms of the administrative approval procedures; and

WHEREAS, the proposed changes reduces the number of residential dwelling units in this Phase from 40 units to 19 units; and

WHEREAS, the proposed reductions also reduces the number of vehicle trips on the local roads; and

WHEREAS, it is found that the proposed amendment does not increase density or intensity within the development; does not decrease buffers or open space required by the LDC; does not underutilize public resources or infrastructure; does not reduce total open space, buffering, landscaping or preservation areas; and does not otherwise adversely impact on surrounding land uses.

NOW, THEREFORE, IT IS HEREBY DETERMINED that the application for Final Zoning Plan Approval to the Planned Development **to change the number and type of units from 40 multiple family units to 19 single family units** is **APPROVED with the following conditions:**

1. **The Development must be in substantial compliance with the two-page Final Zoning Plan, titled Construction Plans for West Bay Club, Turtle Pointe Cove, dated April, 2002, stamped received on APR 10, 2002.**

2. **Master Concept Plan ADD2002-00042 is hereby APPROVED and adopted. A reduced copy is attached hereto.**

DULY SIGNED this 4th day of June, A.D., 2002.

BY: Pam Houck

Pam Houck, Director
Division of Zoning
Department of Community Development

UNIT 2004-00046

RECEIVED
JUN 22 2004
PERMIT COUNTER

JOHNSON ENGINEERING

SINCE 1946

February 6, 2002

TURTLE POINT COVE

A portion of Tract MF-4 as depicted on the Plat of West Bay Club as recorded at Plat Book 62 at Pages 79 – 111 in the Official Records of Lee County, Florida, lying within Section 31, Township 46 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commence at the northeast corner of Tract MF-4; thence S 08°43'55"W a distance of 57.72 feet; thence S 02°54'27"W a distance of 75.00 feet; thence S 00°03'41"E a distance of 75.48 feet; thence S 02°54'27"W a distance of 391.81 feet, to the point of curvature with a tangent circular curve, concave to the east, having for its elements with radius of 1182.00 feet, a central angle of 3° 31' 27", a chord distance of 72.69 feet, a chord bearing of S 01° 08' 44" W; thence along the arc of said curve, a distance of 72.70 feet; thence S 89°24'33"W a distance of 136.67 feet; thence N 03°12'19"W a distance of 23.24 feet, to the point of curvature with a tangent circular curve, concave to the East, having for its elements a radius of 177.00 feet, central angle of 06°01'53" a chord distance of 18.63 feet, a chard bearing of N 00° 11' 22" W; thence to the North, along the arc of said curve to the right, a distance of 18.63 feet; thence N 02°49'34"E a distance of 78.15 feet; thence N 87°05'33"W a distance of 46.00 feet; thence S 02°49'34"W a distance of 53.81 feet, to the point of curvature with a tangent circular curve, concave to the West, having for its elements a radius of 13.00 feet, central angle of 38°00'22", chord distance of 8.47 feet, chord bearing of S 21° 49' 45" W ; thence to the South, along the arc of said curve to the right, a distance of 8.62 feet; thence N 90° 00' 00" W a distance of 62.85 feet; thence N 58°19'11"W a distance of 28.27 feet, to a point lying along the arc of a non-tangent circular curve (a radial line bears S 64° 24' 39" W), concave to the Southwest, having for its elements a radius of 96.00 feet, a central angle of 22°23'13"; thence to the Northwest, along the arc of said curve to the left, a distance of 37.51 feet, said arc subtended by a chord bearing N 36°46'58"W, a distance of 37.27 feet; thence N 31°40'54"E a distance of 9.72 feet; thence N 03°59'50"E a distance of 104.01 feet; thence N 03°59'50"E a distance of 38.62 feet; thence N 44°50'29"W a distance of 133.11 feet, to a point lying along the arc of a non-tangent circular curve (a radial line bears N 58° 19' 10" W), concave to the Northwest, having for its elements a radius of 1,030.00 feet, a central angle of 16°23'48"; thence to the Northeast, along the arc of said curve to the left, a distance of 294.76 feet, said arc subtended by a chord bearing N 23°28'57"E, a distance of 293.75 feet, to a point of intersection with a non-tangent curve (a radial line bears S 74° 43' 04" E), concave to the Southeast, having a radius of 120.00 feet and a central angle of 86°59'37"; thence to the Northeast, along the arc of said curve to the right, a distance of 182.20 feet, said arc subtended by a chord bearing N 58°46'48"E, a distance of 165.19 feet; thence S 77°44'22"E a distance of 152.93 feet, to the POINT OF COMMENCEMENT.

Said parcel contains 4.64 acres, more or less.

RECEIVED
JUN 22 2004
PERMIT COUNTER

20012512/Turtle Point Cove 020602

Applicant's Legal Checked by GM 5/16/02

SHEET 1 OF 2

APP 20020000042

MOD 2004-00046

CONSTRUCTION PLANS
FOR
WEST BAY CLUB
TURTLE POINTE COVE
(A.K.A. PHASE 2)

SECTION 5, TOWNSHIP 47 S., RANGE 25 E.
ESTERO, LEE COUNTY, FLORIDA

DCI 2004-00046

PERMIT COUNTER

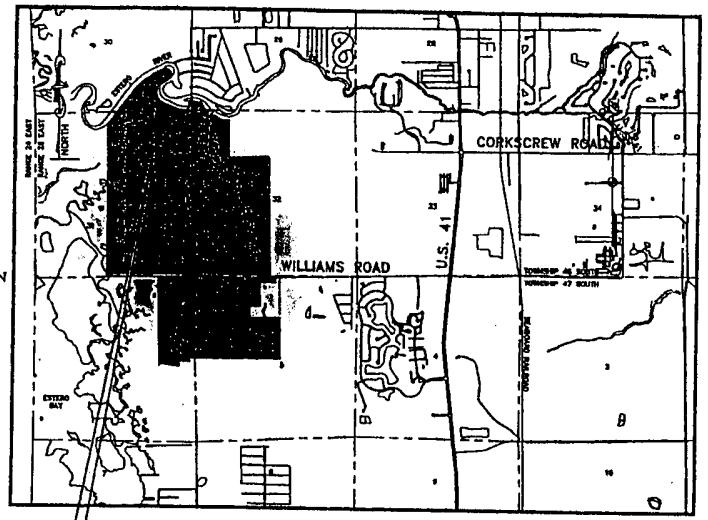
RECEIVED
JUN 22 2004

APPLICANT

WEST BAY CLUB DEVELOPMENT CORPORATION
4610 WEST BAY BLVD.
ESTERO, FL. 33928
PHONE (941) 498-7770
FAX (941) 498-7771

INDEX OF PLANS

SHEET NO.	DESCRIPTION
1	COVER
2	SITE PLAN
3	PAVING, GRADING, DRAINAGE AND UTILITY PLAN
4	PLAN AND PROFILE
5-6	ROADWAY AND DRAINAGE DETAILS
7-8	GULF EVIRONMENTAL SERVICES DETAILS



PROJECT LOCATION

LOCATION MAP

0 2000 4000
SCALE IN FEET

APRIL, 2002

STRAP NUMBERS

29-46-25-00-0000G.0010	32-46-25-01-00009.0000
30-46-25-00-00002.0010	32-46-25-01-00010.0000
31-46-25-01-00001.0000	32-46-25-01-00011.0000
31-46-25-01-00002.0000	05-47-25-01-00003.0130
31-46-25-01-00003.0040	05-47-25-01-00003.0400
31-46-25-01-00003.0050	05-47-25-01-00003.040A
31-46-25-01-00003.0060	05-47-25-01-00003.040B
31-46-25-01-00003.0068	05-47-25-01-00003.040C
31-46-25-01-00003.0080	05-47-25-01-00003.040D
31-46-25-01-00003.0380	05-47-25-01-00003.0510
32-46-25-01-00003.0110	05-47-25-01-00003.0520
32-46-25-01-00003.0120	05-47-25-01-00003.0540
32-46-25-01-00003.0140	05-47-25-01-00003.0550
32-46-25-01-00003.0500	05-47-25-01-00003.055C
32-46-25-01-00004.0000	05-47-25-01-00019.0000
32-46-25-01-00004.0010	05-47-25-01-00019.0010
32-46-25-01-00004.001A	05-47-25-01-00019.0020
32-46-25-01-00005.0000	05-47-25-01-00019.0030
32-46-25-01-00006.0000	05-47-25-01-00020.0000
32-46-25-01-00007.0000	06-47-25-00-00002.0020
32-46-25-01-00008.0000	

ZONING

RPD (RESOLUTION # Z-96-005)

APPROVED
Final Plan Approval
for Residential Planned Development
Subject to Case # ADD2002-00042
Date MARCH 5, 2003

JOHNSON ENGINEERING
2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (941) 334-0046
FAX (941) 334-3661
E.B. #642 & L.B. #642

REGISTERED PROFESSIONAL ENGINEER
FLORIDA CERTIFICATE NO. 14154

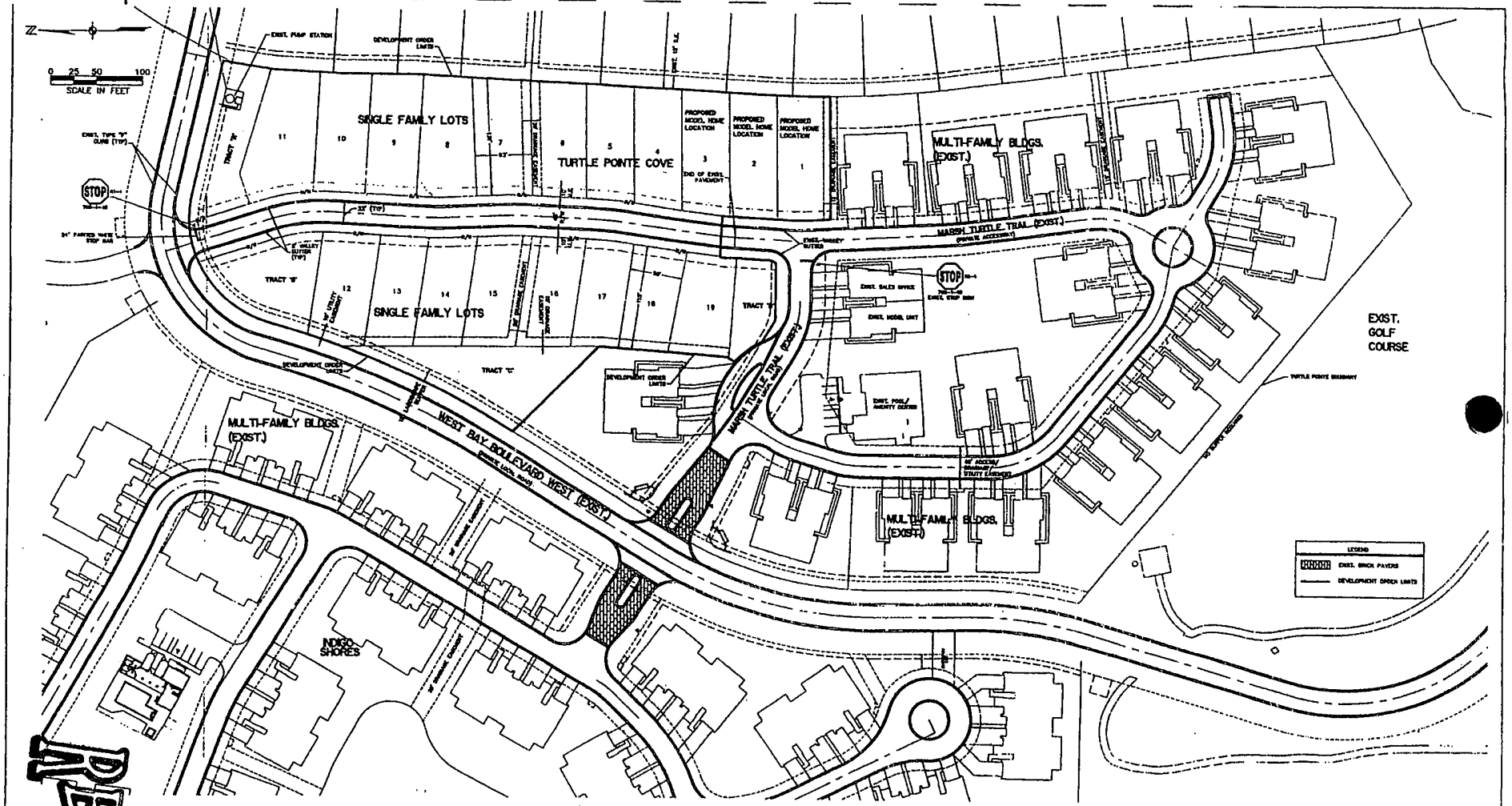
FORREST H. BANKS, P.E.

DATE APR 10 2003

ADD 2002-00042

SHEET 1

DCI 2004-00046



GENERAL NOTES:

1. TRACTS "A" AND "E" ARE LANDSCAPE, SIGN AND DRAINAGE EASEMENTS.
2. TRACTS "B" AND "D" ARE LANDSCAPE AND DRAINAGE EASEMENTS.

SIGNS AND PAVEMENT MARKING NOTES:

1. ALL SIGNING AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH F.D.O.T. STANDARDS FOR ROAD AND BRIDGE CONSTRUCTION DATED 1995, F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS DATED JANUARY 1995, THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND THE LEE COUNTY DEPT. OF TRANSPORTATION.
2. PAVEMENT MARKINGS SHALL BE PERMANENT REFLECTIVE TRAFFIC PAINT WITH GLASS BEADS IN ACCORDANCE WITH F.D.O.T. STANDARD SPECIFICATION SECTION 710. PAINTED STRIPS SHALL BE PERMANENT REFLECTIVE TRAFFIC PAINT ONLY.
3. MATCH EXISTING PAVEMENT MARKINGS AT ENTERING ROADS.
4. REMOVE ANY EXISTING SIGNS OR PAVEMENT MARKINGS IN CONFLICT WITH THOSE SHOWN ON PLANS.
5. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS DATED JANUARY 1995.

MIN. ROAD CROWN ELEVATION: N/A
FINISH FLOOR ELEVATION: 11.0 MIN. (UNLESS OTHERWISE NOTED)

APPROVED
Final Plan Approval
for Commercial Planned Development
Subject to Case # ADD 2002-00047
Date JUNE 3 2004

Apr 03, 2003 - 8:38am - A:\2001\2012\2512-SITE.dwg (Layout1)

REVISIONS

TURTLE POINTE COVE
LEE COUNTY, FLORIDA

JOHNSON ENGINEERING

2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (941) 334-0046
FAX (941) 334-3661
E.B. #642 & L.B. #642

ROBERT H. BAKER, JR.
FL. Cert. No. 14184

SITE PLAN
ADD 2002-00047

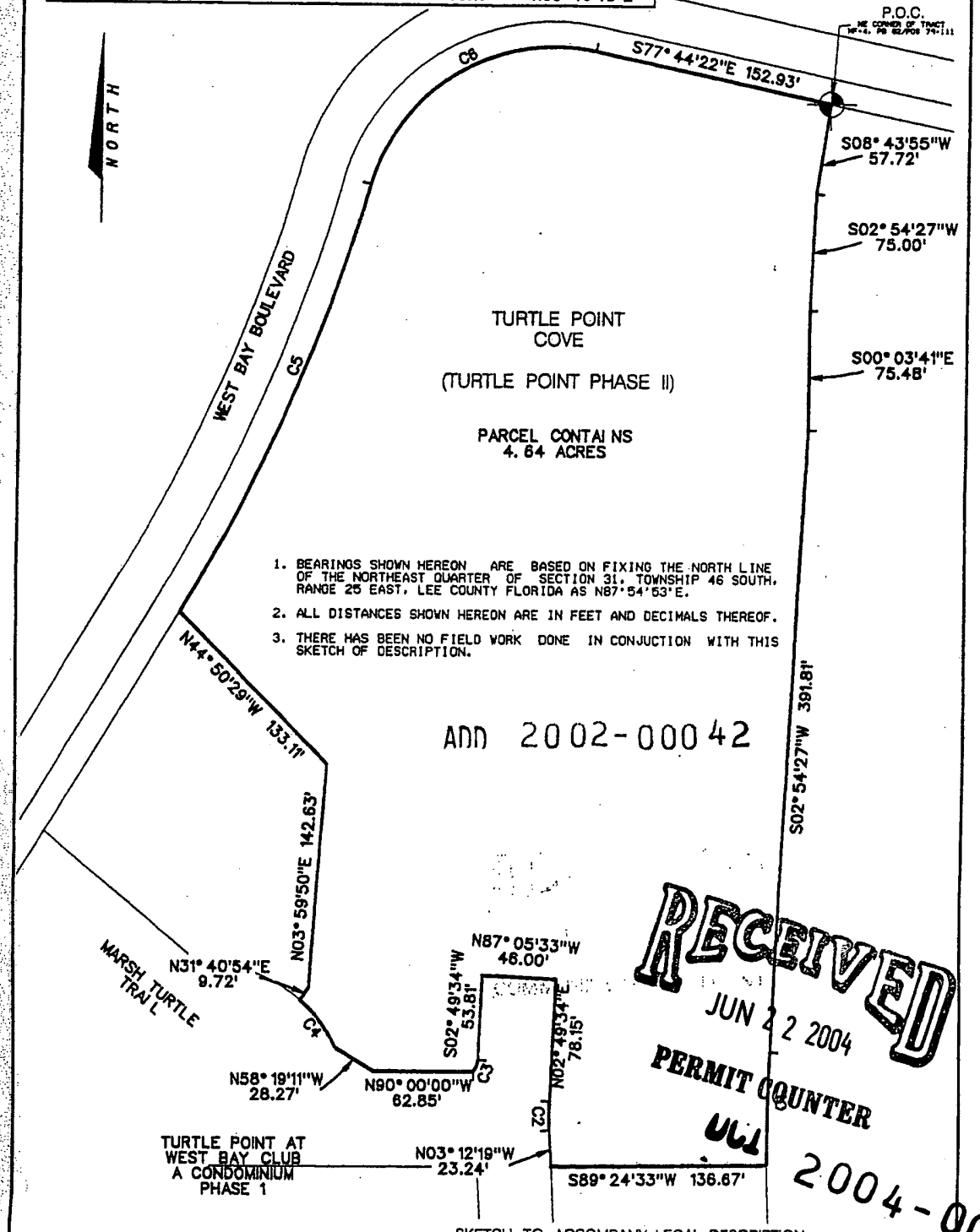
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
4/02/03	20012512	31-46-25	As Shown	2

RECEIVED
JUN 22 2004
PERMIT COUNTER

DCI 2004-00046

ARC	RADIUS	ARC LENGTH	DELTA	CHORD	CHORD BEARING
C1	1182.00'	72.70'	3°31'27"	72.69'	S01°08'44"W
C2	177.00'	18.63'	6°01'53"	18.62'	N00°11'22"W
C3	13.00'	8.62'	38°00'22"	8.47'	S21°49'45"W
C4	96.00'	37.51'	22°23'13"	37.27'	N36°46'58"W
C5	1030.00'	294.78'	16°23'48"	293.75'	N23°28'57"E
C6	120.00'	182.20'	86°59'37"	165.19'	N58°46'48"E

THIS IS NOT A SURVEY



1. BEARINGS SHOWN HEREON ARE BASED ON FIXING THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA AS N87°54'53"E.
2. ALL DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
3. THERE HAS BEEN NO FIELD WORK DONE IN CONJUCTION WITH THIS SKETCH OF DESCRIPTION.

ADD 2002-00042

RECEIVED
JUN 22 2004
PERMIT COUNTER

2004-00046

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF TRACT MF-4
PLAT BOOK 62, PGS 79-111
SECTION 31, TOWNSHIP 46 SOUTH
RANGE 25 EAST, LEE COUNTY, FL.

SHEET 2 OF 2

THIS IS NOT A SURVEY

MICHAEL A. WARD (FOR THE FIRM LB642)
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE LS5301
DATE SIGNED: 2/06/2002

JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
2158 JOHNSON STREET, P.O. BOX 1550, FORT MYERS, FLORIDA 33902-1550, PHONE (941) 334-0046 LB#642

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
2/6/2002	20012512	31-46-25	1" = 80'	1 OF 1

J:/981214/TPC BOUND.DGN

OFFICE OF THE HEARING EXAMINER, LEE COUNTY, FLORIDA

HEARING EXAMINER DECISION

VARIANCE: VAR2002-00006
APPLICANT: PREMIER POOLS, in ref. to 22220 NATURE'S COVE COURT POOL DECK
HEARING DATE: APRIL 11, 2002

I. APPLICATION:

Filed by PREMIER POOLS, 1495 Railhead Blvd., # 11, Naples, FL 34110 (Applicant); ATLANTIC GULFSHORE, 4600A West Bay Blvd., Estero, FL 33928-3977 (Owner); and JASON W. STEWART, 8393 Bamboo Road, Ft. Myers, FL 33912 (Agent).

Request is for a Variance in the Residential Planned Development (RPD) district to allow a two-foot six-inch southwest side yard setback for the extension of a pool deck in conjunction with a single-family residence where 7.5 feet is the minimum side yard setback required, per Land Development Code (LDC) Section 34-935(e)(2)a.

The subject property is located at 22220 Nature's Cove Court, Estero, in S05-T47S-25E, Lee County, FL. (District #3)

The Strap # as furnished by the Applicant is: 05-47-25-07-0000G.0360

II. STAFF RECOMMENDATION: DENY

The Department of Community Development Staff Report was prepared by Kirk Crane. The Staff Report is incorporated herein by this reference.

III. HEARING EXAMINER DECISION:

The undersigned Lee County Hearing Examiner APPROVES the Applicant's request for a Variance in the RPD zoning district from the minimum required 7.5-foot side yard setback to allow a 2.5-foot side yard setback for the extension of a swimming pool deck in conjunction with a single-family residence for the real estate described in Section VIII. Legal Description, with the following conditions:

1. The Variance is only for a west side yard setback of 2.5 feet for a deck and pool screen enclosure as shown on a hand drawn plan showing the deck extension on the one-page "Plot Plan Lot 36," prepared by Johnson Engineering, Inc., stamped "Jan 24 2002," and labeled Attachment "B" to the Staff Report for VAR2002-00006 (and attached hereto).

2. No other additions or increases to the size of the building, deck or screen pool enclosure may be located within the required setback areas.

3. If the deck is voluntarily permanently removed from the property, then the Variance approved in this case is void and any subsequent structure(s) must comply with the Land Development Code requirements at the time it is voluntarily permanently removed.

IV. HEARING EXAMINER DISCUSSION:

The Applicant, Premier Pools, in reference to 22220 Nature's Cove Court Pool Deck, is requesting a variance to allow them to extend a pool deck five feet into a 7.5-foot side yard setback. If approved, the deck would be 2.5 feet from the west property line of the lot. The lot is located at the above referenced address in Lee County, Florida. It is in the Residential Planned Development zoning district and the Outlying Suburban land use category, as are all of the surrounding properties. To the north and east of the site are portions of the Nature's Cove residential subdivision. To the south and west are portions of the community's golf course and a nature preserve.

The request came about because of an apparent error that was committed by the home contractor and the pool contractor. When plans for the pool were transmitted to the pool contractor, the pool's location met the setback requirements but apparently the pool deck would extend into the side yard setback by five feet.

The pool that has already been installed would have to be removed, reduced in size and relocated if this variance is denied. The Applicant noted that there are no residences in the area that would be affected by the variance nor will there ever be any because the property abuts a golf course and a nature preserve. Furthermore, the pool deck and screen enclosure would not be visible to any of the residents of the surrounding residences.

The Staff has recommended denial of the request because it is their opinion that it does not meet any of the criteria for a variance and that it simply represents a desire to have a larger pool deck than the 50-foot-wide lot can accommodate if it met all of the setbacks required by the regulations.

There was testimony by the Applicant's agents that they would have had a difficult time meeting the setbacks even if they had not made a mistake because the pool and screen enclosure have to be separated from the house by at least, five feet to meet County codes. This would then have left only two feet on the other side of the pool within which to place the deck area.

The Staff has argued that there are no exceptional or extraordinary conditions or circumstances inherent in the property in question because this lot is the same width as all of the other lots in the subdivision. While this is certainly true, that does not change the fact that a lot that is 50 feet in width is somewhat exceptional, if it is to accommodate a house and amenities.

Furthermore, this condition was not brought about by the potential home owner, but by the contractors who built the home and pool area. It also appears that a variance would have been needed even if the mistake was not made because of the narrowness of the lot.

The Applicant has asked for and has received permission from the communities Architectural Review Board to place the pool in the side setback area. Thus, it would appear that the neighborhood within which the pool deck is located would not be injured by the variance approval, since it has given its written permission to allow the deck in the setback. Additionally, there is no one to be injured because the pool will face a golf course and a natural preserve area.

Therefore, the Variance is approved to allow a west yard setback of 2.5 feet for a deck and screen enclosure as depicted on a hand drawn plan prepared by Johnson Engineering, Inc., date stamped "Jan 24 2002" and labeled Attachment "B" to the Staff Report. Furthermore, no

other additions may be added to this area that will increase the building, deck or screen enclosure.

Finally, if the deck is voluntarily permanently removed from the property, this variance will become null and void.

V. FINDINGS AND CONCLUSIONS:

Based upon the Staff Report, the testimony and exhibits presented in connection with this matter, the undersigned Hearing Examiner makes the following findings and conclusions:

A. That there are exceptional or extraordinary conditions or circumstances that are inherent in the property in question.

B. That the exceptional or extraordinary conditions or circumstances are not the result of the actions of the Applicant taken subsequent to the adoption of the ordinance.

C. That the Variance granted, as conditioned, is the minimum variance that will relieve the Applicant of an unreasonable burden caused by the application of the regulation in question to his property.

D. That the granting of the Variance, as conditioned, will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

E. That the condition or situation of the specific piece of property, or the intended use of the property for which the Variance is sought, is not of a general or recurrent nature so as to make it more reasonable and practical to amend the ordinance.

VI. PRESENTATION SUMMARY:

The Hearing Examiner explained the hearing process and placed all the participants under oath. Max Straube, the Applicant and owner of Premier Pools, explained that they were trying to get approval for the extension of a pool deck. The pool had been placed in the wrong spot because there were a couple of different drawings, and in order for the pool to fit in the area, the owner of the home asked Premier Pools to extend the pool deck out further. The Hearing Examiner noted that Staff recommended denial. Mr. Straube indicated that he was told he had to provide reasons why he felt the request should be approved.

Mr. Straube believed the variance should be approved because there are no other home owners abutting that side of the property. There is a golf course and a nature preserve on both sides. He explained that the pool deck would remain inside the property line and he was aware of the setback requirement.

The Hearing Examiner asked what type of problem would be caused if the deck was not extended? Mr. Straube indicated that the shell of the pool would have to be removed. He explained that the pool shell was already installed, but the owners needed living area on the other side of the pool for a table and chairs. The Hearing Examiner asked whether excavating would be required, if he had to remove the pool shell? Mr. Straube explained that excavating wouldn't be required, but they would have to scrape the sides of the hole, extend it and backfill where needed, which is a fairly difficult process. He noted that the process would require the use of a backhoe, demolition equipment, dumpsters and the transporting of concrete and

steel in and out of the site. The Hearing Examiner asked the estimated costs involved in that process? Mr. Straube indicated $7,500 to $8,000.

The Hearing Examiner asked whether the plans were wrong or did they just install the pool in the wrong place? Mr. Straube indicated that there were a couple of different drawings faxed and the drawing that did not work was not crossed out. Therefore, the wrong drawing was submitted for permitting and consequently the pool was built in the wrong place. He explained that the error had nothing to do with the owner and that it was a mistake made by the builder and his company, Premier Pools. Since they built the pool, they were requesting the variance approval.

Donna Marie Collins, Assistant County Attorney, asked whether the owners could put their chaise lounges, table and chairs on the other side of the pool or between the house and the pool? Mr. Straube indicated that there was only approximately three feet between the pool and the house.

Kirk Crane, Development Services, interjected that Attachment B to the Staff Report was a sketch, but it did not provide the dimension between the pool and house. Mr. Straube referenced a sketch that was submitted that depicted the distance between the pool and house as five feet, which was labeled as Applicant's Exhibit 1.

Mrs. Collins asked what portion of the deck would be removed should the variance request be denied? Mr. Straube explained that none of the pool would be removed because the variance request was for the extension of the deck and enclosure. The owner wanted more living area along the side of the pool.

The Hearing Examiner asked how they would move it, without moving the pool up to the edge of the house? Mr. Straube explained that the pool would be angled differently, and that they would work with the owner to decide what could be done. The Hearing Examiner noted that, considering the available dimensions, the Applicant may have had to request a variance anyway. Mr. Straube agreed and indicated that they would probably have to reduce the size of the pool, if the variance was not granted.

Ms. Collins questioned the estimated $8,000 cost and Mr. Straube indicated that it was the cost to remove the entire pool and rebuild everything. He explained that the reason the variance was requested was due to the limited amount of area and the lot situation; otherwise, it would cost $8,000 and a few days of work. He added that Premier Pools would be responsible for the costs involved or it might be split with the builder, Atlantic Gulfshore Homes.

The Hearing Examiner asked whether the only property that would be affected by the variance approval would be nonresidential property? Mr. Straube stated that was correct and noted that the area wasn't visible from any of the other homes. He stated that West Bay Club approved the pool and was asking the County for the variance approval to make it work.

The Hearing Examiner asked whether any residents of the area objected to the pool? Mr. Straube stated that, at this point, nobody had objected to the pool. He reiterated that he obtained approval from West Bay Club, from which, there had been no calls or objections. Ms. Collins asked whether construction on the home had ceased? Mr. Straube believed that construction was continuing.

Jason W. Stewart, Atlantic Gulfshore, introduced himself as having Power of Attorney for the subject area and indicated that he worked with Premier Pool as their permitting agent.

Ms. Collins asked whether the owner could occupy the home before the pool issue was resolved? Mr. Straube stated that a Certificate of Occupancy for the home could be issued without the pool being finished and noted that the home construction was proceeding. Mr. Stewart corrected that statement by indicating that there was no ongoing home construction at this time.

The Hearing Examiner asked if it was because of the variance issue? Mr. Stewart believed it was because they were waiting for the variance issue to be resolved. He had visited the home site several times and no construction has been done to its interior.

Mr. Crane asked when the construction stopped, because when he conducted a site visit, there was electrical work being done? Mr. Stewart indicated that the construction stopped approximately three or four weeks ago.

Mr. Crane, asked to be accepted as an expert on zoning and planning matters, after hearing no objections, the Hearing Examiner accepted him as such. He indicated that the subject property was a 7,750-square-foot lot located in the Nature's Cove section of the West Bay Club, in Estero, Florida. He pointed out the location on the aerial photograph.

He explained that the subject lot is at the end of a cul-de-sac in Nature's Cove subdivision. A single-family home is under construction on the property. He referenced Attachment E of the Staff Report, which depicts the end of construction around the end of March and Mr. Stewart's statement that construction ceased during that time.

This proposed residence is a two-story home and all the homes in Nature's Cove are all one or two-story homes, with zero-lot-line setbacks on one side. The lots are very narrow (only 50 feet wide) and the homes are fairly large.

He indicated that in October 29, 2001, a pool permit, POL2001-01835, was approved, which showed the design of the pool (Staff's Exhibits 2 and 3). The Applicant, apparently, submitted the wrong plans, but the plan submitted met the required a 7.5-foot setback and is substantiated by the approved pool permit.

The as-built (pool) drawing clearly shows a 2.5-foot setback on the west side. Therefore, there is a 7.5-foot side setback to the pool deck and a 2.5-foot-wide deck area on the west side of the pool, and then the pool. The pool shell is in the ground and the permit was approved. There is a 5-foot area between the edge of the pool and the residence, as indicated on the pool permit.

The subject lot borders a portion of the golf course and a little bit of a natural area, which is part of the golf course that has been left in a natural state. The golf course itself is finished. The lot is a typical lot in a new subdivision abutting a vacant lot to the east. There is a home under construction two lots to the east. Most of the constructed homes have pools and patio areas. Therefore, a pool can be constructed on these narrow lots and meet the required setbacks. The actual permit meets the setbacks, but they have a very small area on the west side of the pool which will only allow a 2.5-foot-wide pool deck. However, there is five feet on the other side which is still usable. The Applicant is requesting an extension of the deck area beyond the 2.5 feet. Another five feet beyond the area shown on the pool permit, which would

allow the Applicant a total of 7.5 feet on the westside of the deck area and would leave a 2.5-foot side yard setback.

The West Bay Club Community Association's Architectural Review Committee met and reviewed the request. Their letter, dated January 9, 2002, had no concerns with the deviation from the design standards (Attachment D of the Staff Report).

The shell of the house and the pool meet the required setbacks at this time. Therefore, as far as meeting the requirements for an approval of a variance, Staff does not find that it meets the required findings. There are no exceptional or extraordinary conditions or circumstances inherent to the property in question. The property is a platted lot, very similar to all the other lots in the subdivision except for it being the end lot. The exceptional and extraordinary conditions and circumstances are the result of actions of the Applicant taken subsequent to the adoption of the ordinance. They want a larger patio than the lot allows, which is not a valid reason for the approval of a variance.

The variance, if granted, is not the minimum variance that would relieve the Applicant of the unreasonable burden caused by the application of the regulation in question. The Applicant doesn't need a variance, as the existing pool and deck area would allow the use of the property similar to almost every other lot in the development. The special circumstances are basically the desire for a larger deck on one side of the pool than the approved permit allows. There are no other variances in the area, and the lot is within a planned development. An introduction of a variance on this lot would perhaps create additional requests for side yard setback reductions on other lots. Therefore, Staff does not believe this request meets any of the criteria for approval of a variance and is recommending denial of the variance request. However, if the Hearing Examiner chooses to approve the request, Staff recommends conditions be included, as provided in Staff's Exhibit 1.

The Hearing Examiner asked whether the home and pool were being built for an owner or was it a speculative home? It was determined that the home was being constructed for a home owner. Mr. Crane noted that Atlantic Gulfshore was still the legal owner, which is the parent company for West Bay Development. Mr. Straube agreed that the home was being constructed for Atlantic Gulfshore and that the new owner hasn't taken over title of the property (lot).

The Hearing Examiner asked, should the variance be approved, did the Applicant plan to build a screen enclosure on the deck? Mr. Crane explained that, if the variance was approved, Staff assumed the deck and pool would be screen enclosed. Therefore, the variance should be for both, the deck and the screened enclosure.

Ms. Collins asked Mr. Crane whether he had been contacted by any of the neighboring property owners? Mr. Crane stated that he had not and reiterated the fact that the area was a new subdivision and many of the lots are still vacant or presently under construction.

The Hearing Examiner asked Mr. Crane whether there were other lots that would affect property owners if they were asking for similar variances or are they all in a similar situation, with the golf course on that side? Mr. Crane stated that the lots were all similar and he was afraid this might become a commonplace request.
Mr. Straube again pointed out that the subject property was a corner lot, with a zero-lot-line setback on one side. There is a small area on the other side, so it would almost be impossible for any other home owner to ask for this type of variance. Since the subject lot is a corner lot, the variance approval will not affect anyone.

Mr. Stewart indicated that he had been working with County permitting for five years. He referenced Mr. Straube and Mr. Crane's comments regarding the 50-foot-wide lot and noted that the subject property is adjacent to a nature preserve area on one side, which provides more room to build out if necessary. As Mr. Straube said, these lots have are zero-lot-line on one side, with a 7.5foot setback on the other side between the two houses. Therefore, there is 14 feet. The subject lot has a 7.5-foot setback, but there is nothing on the other side, therefore, if the variance is approved, the subject property would be the only lot within Nature's Cove that would be able to do this.

The Hearing Examiner asked if Mr. Stewart's point was that, if the adjacent lot requested the same variance, the two structures would be touching or overlapping? Mr. Stewart agreed and explained that, if a 5-foot variance was approved for two home owners, there are only 14 feet between structures, therefore, there would only be four feet between them.

Mr. Stewart referenced Mr. Crane's comment regarding the pool with a 2.5-foot setback on one side and 5-foot setback on the other, and explained that there are grounding issues involved with houses because any metal from house windows and doors have to be grounded to the pool shell. The pool was moved over to meet the 5-foot requirement, which only left a 2.5-foot setback. He agreed that the Applicant could have built a smaller pool, but, as it is, the pool is only 13 feet wide, which isn't a very large pool. He agreed that if the side of the lot was adjacent to another lot, there may be a problem, but since it isn't, he didn't believe the variance approval would affect anyone.

Mr. Crane stated that there is a zero-lot-line setback on one side of every lot of the RPD with a 7.5-foot setback on the other. There could be a mirror type situation, which would result in a 15-foot setback, but agreed that it wouldn't happen very often. He agreed that the subject lot was the end lot and that the nature preserve would minimize the variance impact, however, there are other lots within the subdivision, where there would be only a 7.5-foot setback between a deck area and the side lot line. Therefore, Staff is concerned that, if a variance is approved for the subject lot, other variance requests will also be submitted for pool deck increases.

The Hearing Examiner asked whether Staff considered the other situations, as being, different because they are adjacent to other houses rather than adjacent to a nature preserve? Mr. Crane believed the Applicant was taking advantage of the fact that the subject lot is an "end" property and that it adjoins a nature preserve. As previously stated, he believed the variance approval would have a minimal impact because it is adjacent to the nature preserve, but the approval would also set a precedent in an area where there are no other variances for setback reductions.

The Hearing Examiner didn't see an approval as the setting of a precedent, if the lot is unique because of its location. It is a different situation, when a lot is adjacent to another property. However, considering the fact that no one is being impacted in this situation, is an important fact in this case. However, if other lots within the same subdivision requested a variance and they would be impacting their next door neighbor, that would make a difference. He believed that there was enough difference to be able to distinguish this case from others that are not similarly situated. Mr. Crane agreed, however, noted that was only one of the criteria and he didn't believe it met all of the other required findings for variance approval.

Mr. Stewart explained that the request to extend the pool deck is an "after the fact" issue. There are only two cul-de-sacs within the subdivision. The only houses that the variance

would affect are the subject lot and another lot with an existing house, pool and screen enclosure. Therefore, he asserted that the approval of this variance request would be unique to the neighborhood.

The Hearing Examiner indicated that he would conduct a site visit prior to rendering a decision. The hearing was closed.

VII. OTHER PARTICIPANTS AND SUBMITTALS:

ADDITIONAL APPLICANT'S REPRESENTATIVES:

1. Max Straube, _ Premier Pools, 1495 Railhead Blvd., # 11, Naples, FL 34110

ADDITIONAL COUNTY STAFF:

1. Donna Marie Collins, Assistant County Attorney, Lee County, P. O. Box 398, Ft. Myers, FL 33902-0398

PUBLIC PARTICIPATION:

A. THE FOLLOWING PERSONS TESTIFIED OR SUBMITTED EVIDENCE FOR THE RECORD AT THE HEARING (SEE SECTION VI.):

For: NONE

Against: NONE

B. THE FOLLOWING PERSONS SUBMITTED A LETTER/COMMENT CARD, OR OTHERWISE REQUESTED A COPY OF THE HEARING EXAMINER DECISION:

For: NONE

Against: NONE

VIII. LEGAL DESCRIPTION:

In Section 5, Township 47 South, Range 25 East: Lot 36, Block "G", West Bay Club Subdivision, Plat Book 62, Pages 79 through 111, Public Records of Lee County, Florida.

IX. UNAUTHORIZED COMMUNICATIONS:

Unauthorized communications shall include any direct or indirect communication in any form, whether written, verbal or graphic, with the Hearing Examiner, or the Hearing Examiner's staff, any individual County Commissioner or their executive assistant, by any person outside of a public hearing and not on the record concerning substantive issues in any proposed or pending matter relating to appeals, variances, rezonings, special exceptions, or any other matter assigned by statute, ordinance or administrative code to the Hearing Examiner for decision or recommendation. . . . [Administrative Code AC-2-5]

No person shall knowingly have or attempt to initiate an unauthorized communication with the hearing examiner or any county commissioner [or their staff]. . . . [LDC Section 34-52(a)(1), emphasis added]

Any person who knowingly makes or attempts to initiate an unauthorized communication . . . [may] be subject to civil or criminal penalties which may include: [Section 34-52(b)(1), emphasis added]

Revocation, suspension or amendment of any permit variance, special exception or rezoning granted as a result of the hearing examiner action which is the subject of the unauthorized communication. [LDC Section 34-52(b)(1)b.2.]; OR

A fine not exceeding $500.00 per offense, by imprisonment in the county jail for a term not exceeding 60 days, or by both such fine and imprisonment. [LDC Section 1-5(c)]

X. APPEALS:

This Decision becomes final on the date rendered. A Hearing Examiner Decision may be appealed to the Circuit Court in Lee County. Appeals must be filed within thirty (30) days of the date the Hearing Examiner Decision is rendered. Appeal is by Petition for Writ of Certiorari in accordance with Lee County Land Development Code Section 34-146.

XI. COPIES OF TESTIMONY AND TRANSCRIPTS:

A. A complete verbatim transcript of the testimony presented at the hearing can be purchased from the court reporting service under contract to the Hearing Examiner's Office. The original documents and file in connection with this matter are located at the Lee County Department of Community Development, 1500 Monroe Street, Fort Myers, Florida.

B. The original file and documents used at the hearing will remain in the care and custody of the Department of Community Development. The documents are available for examination and copying by all interested parties during normal business hours.

This decision is rendered this 26th day of April, 2002. Notice or copies of this decision will be delivered to the offices of the Lee County Board of County Commissioners.

SALVATORE TERRITO
LEE COUNTY HEARING EXAMINER
1500 Monroe Street, Suite 218
Post Office Box 398
Fort Myers, FL 33902-0398
Telephone: 239/479-8100
Facsimile: 239/479-8106

ADMINISTRATIVE AMENDMENT
LEE COUNTY, FLORIDA

WHEREAS, West Bay Club Development Corporation filed an application for Final Zoning Plan Approval to a Residential Planned Development on a project known as West Bay Club Clubhouse (fka The Golf House) for

1. A zero(0)-foot setback for an elevated pedestrian walkway which will cross West Bay Boulevard where Lee County Zoning Resolution requires a twenty-foot street setback; and

2. A 16.47-foot street setback for a second floor elevated deck for the clubhouse where Lee County Zoning Resolution requires a twenty-foot street setback; and

3. Final Plan Approval for an existing Starter Shack and Halfway House; and

4. Final Plan approval for a Golf Clubhouse with parking and accessory structures;

on property located on West Bay Boulevard, described more particularly as:

LEGAL DESCRIPTION: In Section 05, Township 47 South, Range 25 East, Lee County, Florida:

See Legal Description attached as Exhibit 'A'

WHEREAS, the property was originally rezoned in case number Z-96-005 [with subsequent amendments in case numbers COP2000-00012, ADD1999-00024, 95-06-148.04A 01.01, 95-06-148.04A 02.01, 95-06-148.04A 03.01, 95-06-148.04A 04.01, 95-06-148.13A 01.01] ; and

WHEREAS, the Lee County Land Development Code provides for certain administrative changes to planned development master concept plans and planned unit development final development plans; and

WHEREAS, the zero(0)-foot street setback applies for the elevated pedestrian walkway only, and

WHEREAS, the 16.47-foot street setback applies only to the second floor deck and structural supports only; and

WHEREAS, the Starter Shack/Halfway House is a Group II restaurant that will serve members of the Golf Club and their guests and therefore does not require additional parking; and

WHEREAS, the elevated pedestrian walkway will have a fourteen foot-six inch (14'6") clearance over West Bay Boulevard, a privately maintained road, which will provide adequate clearance for emergency vehicles; and

WHEREAS, Lee County Emergency Services, Estero Fire District, and Lee County Department of Transportation have reviewed and approved the proposed elevated pedestrian walkway; and

WHEREAS, architectural plans have been submitted for the Golf Clubhouse, elevated Pedestrian Walkway, and Starter Shack/ Halfway House; and

WHEREAS, the West Bay Homeowners Association has submitted a letter of no objection to the proposed elevated pedestrian walkway or Golf Clubhouse; and

WHEREAS, the subject application and plans have been reviewed by the Lee County Department of Community Development in accordance with applicable regulations for compliance with all terms of the administrative approval procedures; and

WHEREAS, it is found that the proposed amendment does not increase density or intensity within the development; does not decrease buffers or open space required by the LDC; does not underutilize public resources or infrastructure; does not reduce total open space, buffering, landscaping or preservation areas; and does not otherwise adversely impact on surrounding land uses.

NOW, THEREFORE, IT IS HEREBY DETERMINED that the application for Final Zoning Plan Approval to the Planned Development is APPROVED to allow:

1. A zero(0)-foot setback for an elevated pedestrian walkway which will cross West Bay Boulevard where Lee County Zoning Resolution requires a 20-foot street setback; and

2. A 16.47-foot street setback for a second floor elevated deck for the clubhouse where Lee County Zoning Resolution requires a 20-foot street setback; and

3. Final Plan Approval for an existing Starter Shack and Halfway House; and

4. Final Plan approval for a Golf Clubhouse with parking and accessory structures;

APPROVAL is subject to the following conditions:

1. **The Development must be in substantial compliance with the 2-page Final Zoning Plan, by Johnson Engineering, dated December 2003, stamped received by the Permit Counter on December 16, 2003.**

JOHNSON ENGINEERING

SINCE 1946

EXHIBIT A

January 26, 2004

RECEIVED
JUN 22 2004
PERMIT COUNTER

DESCRIPTION

CLUBHOUSE AT WEST BAY CLUB
(PLAT BOOK 62, PAGES 79-111)
SECTION 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLOIRDA

A tract or parcel of land lying in the southwest one-quarter (SW-1/4) of Section 32, Township 46 South, Range 25 East, Lee County, Florida, being a portion of Tract CC-1, as shown on the plat of West Bay Club, recorded in Plat Book 62, at Pages 79 through 111, of the Public Records of Lee County, Florida, which tract or parcel is described as follows:

From the southeast corner of the southwest one-quarter (SW-1/4) of said Section 32 run S 88° 57' 37" W along the south line of said fraction for 1261.24 feet; thence run N 01° 02' 23" W for 91.38 feet to an intersection with the northerly right-of-way line of West Bay Boulevard as shown on said plat of West Bay Club; thence run the following three (3) courses along the easterly line of Tract CC-1, as shown on said plat of West Bay Club: N 17° 07' 11" W for 232.21 feet; N 20° 45' 53" W for 392.38 feet; N 12° 41' 41" W for 241.59 feet to the Point of Beginning.

From said Point of Beginning run S 63° 26' 13" W for 222.31 feet; thence run N 26° 35' 20" W for 108.29 feet; thence run S 63° 02' 14" W for 17.85 feet; thence run N 71° 35' 22" W for 18.63 feet; thence run S 63° 24' 40" W for 151.12 feet to an intersection with the easterly right-of-way line of West Bay Boulevard as shown on said plat of West Bay Club; thence run the following three (3) courses along said easterly right-of-way line: N 32° 10' 27" W for 27.78 feet to a point of curvature; northwesterly along an arc of a curve to the right of radius 2950.00 feet (chord bearing N 30° 32' 19" W) (chord 168.52 feet) (delta 03° 16' 25") for 168.54 feet to a point of tangency; N 28° 54' 07" W for 149.83 feet; thence run S 63° 31' 33" W departing the said east right-of-way line for 142.38 feet; thence run N 29° 03' 11" W for 64.24 feet; thence run S 60° 56' 49" W for 45.33 feet; thence run N 29° 03' 11" W for 64.33 feet; thence run N 60° 56' 49" E for 71.33 feet; thence run S 29° 03' 11" E for 101.13 feet; thence run N 63° 31' 33" E for 116.43 feet to an intersection with said east right-of-way line of West Bay Boulevard; thence run N 28° 54' 07" W along said east right-of-way line for 120.08 feet to the northeast corner of said Tract CC-1; thence continue N 28° 54' 07" W along the east right-of-way line of said West Bay Boulevard and the west line of Tract PR-1 as shown on said plat for 20.05 feet; thence run N 62° 09' 46" E departing said right-of-way line for 272.88 feet; thence run S 49° 39' 24" E for 16.02 feet to an intersection with the north line of said Tract CC-1; thence run N 61° 05' 53" E along the north line of said Tract CC-1 (also being the south line of Tract PR-1) for 21.49 feet to a jog in the northerly line of said Tract CC-1; thence run S 57° 29' 22" E along said tract line for 354.17 feet to an intersection with the northwesterly line of Tract GC-1, as shown on said plat of West Bay Club; thence run the following three (3) courses along said northwesterly line: S 19° 42' 05" E for 209.18 feet; S 17° 07' 11" E for 37.20 feet; S 12° 41' 41" E for 81.73 feet to the Point of Beginning.

Containing 5.74 acres, more or less.

Bearings hereinabove mentioned are based on the south line of the southwest one-quarter (SW-1/4) of said Section 32 to bear S 88° 57' 37" W.

Applicant's Legal Checked
by _____ 06FEB04

RECEIVED
FEB 05 2004
2004-00046
ZONING

2002-180 Clubhouse at West Bay Club 012604

Michael W. Norman (for The Firm LB-642)
Professional Land Surveyor
Florida Certificate No. 4500

STATE OF FLORIDA

2158 Johnson Street ▪ Post Office Box 1550 ▪ Fort Myers, Florida 33902-1550
(239) 334-0046 ▪ Fax (239) 334-3661

ADD 2003-00182

2. **The Clubhouse, Starter Shack, and elevated Pedestrian Walkway must be in substantial compliance with the 5-page Architectural drawings provided by William Harrison Atwood, Architect, dated October 8, 2003 stamped received by the zoning counter on February 5, 2003, Attached as Attachment B.**

2. **Final Zoning Plan ADD2003-00182 is hereby APPROVED and adopted. A reduced copy is attached hereto as Attachment A.**

DULY SIGNED this 11th day of February, A.D., 2003.

BY: _____

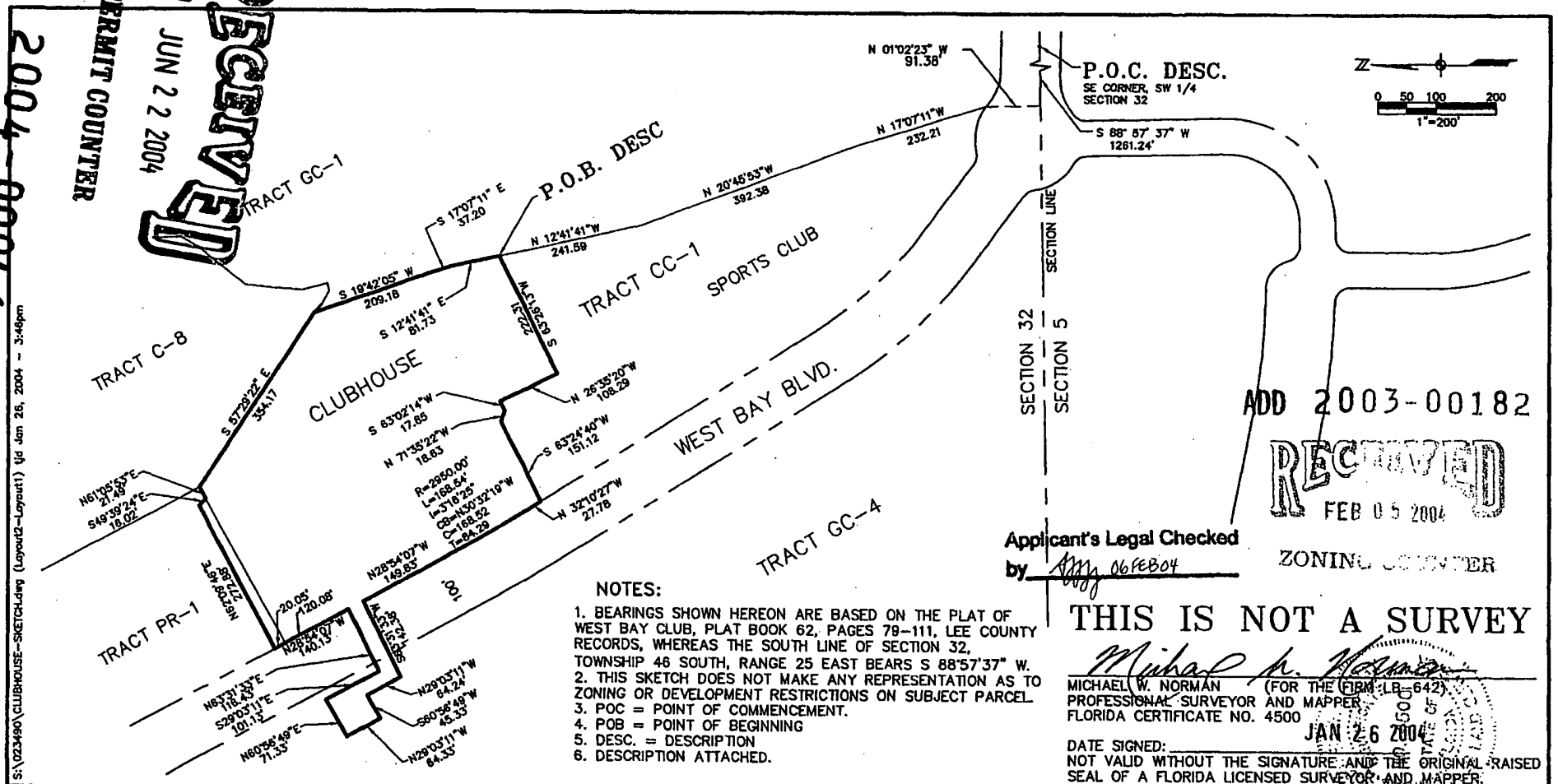
Pam Houck, Director
Division of Zoning
Department of Community Development

MA 2004-00046

RECEIVED
JUN 22 2004
PERMIT COUNTER

RECEIVED
JUN 22 2004
PERMIT COUNTER

2004-00046



ADD 2003-00182

RECEIVED
FEB 05 2004
ZONING COUNTER

Applicant's Legal Checked
by _____ 06FEB04

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF WEST BAY CLUB, PLAT BOOK 62, PAGES 79-111, LEE COUNTY RECORDS, WHEREAS THE SOUTH LINE OF SECTION 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST BEARS S 88°57'37" W.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
3. POC = POINT OF COMMENCEMENT.
4. POB = POINT OF BEGINNING
5. DESC. = DESCRIPTION
6. DESCRIPTION ATTACHED.

THIS IS NOT A SURVEY

Michael W. Norman

MICHAEL W. NORMAN (FOR THE FIRM LB 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4500

DATE SIGNED: JAN 26 2004

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

STATE OF FLORIDA
MICHAEL W. NORMAN
4500
REGISTERED LAND SURVEYOR

CLUBHOUSE AT
WEST BAY CLUB
PLAT BOOK 62, PAGES 79-111, LEE COUNTY RECORDS
SECTION 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

JOHNSON ENGINEERING

2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
01/22/04	20023490	32-46-25	1"200'	1 OF 1

S:\023490\CLUBHOUSE-SKETCH.dwg (Layout2-Layout1) Wed Jan 28, 2004 - 3:46pm

ATTACHMENT A

AMENDED FINAL ZONING PLAN APPROVAL

FOR

THE GOLF HOUSE

(F.K.A. THE CLUBHOUSE)

AT WEST BAY CLUB

SECTION 31 TOWNSHIP 46 S., RANGE 25 E.
LEE COUNTY, FLORIDA

UTILITIES PROVIDING SERVICE:

WATER AND SEWER
LEE COUNTY UTILITIES
1500 MONROE STREET
FORT MYERS, FLORIDA 33902
PHONE (239) 479-8163

TELEPHONE
UNITED TELEPHONE SYSTEM
P.O. BOX 2477
NAPLES, FLORIDA 33939-2477
PHONE (239) 283-8221

ELECTRIC
FLORIDA POWER & LIGHT COMPANY
P.O. BOX 413013
NAPLES, FLORIDA 33941-3013
PHONE (239) 992-7222

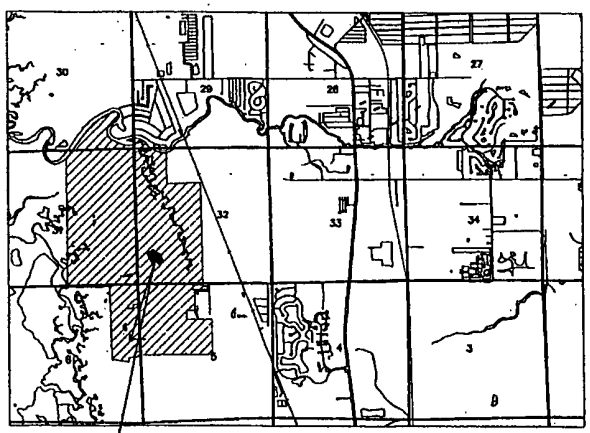
CABLE TELEVISION
COMCAST
328 TOWER ROAD
NAPLES, FLORIDA 34113
PHONE (239) 793-8800

GARBAGE COLLECTION
SUPERIOR SERVICES
1112 S.E. 8TH LANE
CAPE CORAL, FLORIDA 33990
PHONE (239) 985-4473

FIRE CONTROL DISTRICT
ESTERO FIRE PROTECTION
AND RESCUE DISTRICT
9021 EI SOUTH TAMIAMI TRAIL
ESTERO, FL 33928
PHONE (239) 947-3473

INDEX OF PLANS

SHEET NO.	DESCRIPTION
1	COVER
2	PROPOSED SITE PLAN



PROJECT LOCATION

LOCATION MAP

0 2000 4000
SCALE IN FEET

DECEMBER, 2003

N

OWNER
WEST BAY CLUB DEVELOPMENT CORPORATION
4610 WEST BAY BOULEVARD
ESTERO, FL. 33928
PHONE (239) 498-7770
FAX (239) 498-7771

AGENT/DEVELOPER
WEST BAY CLUB DEVELOPMENT CORPORATION
4610 WEST BAY BOULEVARD
ESTERO, FL. 33928

ZONING
RPD (RESOLUTION # Z-96-005)

SIZE OF PARCEL
5.48± ACRES

STRAP NUMBER
~~32-46-25-07-00001.0000~~
05-47-25-07-00001.0000

APPROVED
This Plan Approved
for Residential Development
Subject to Case # DCI2003-00182.
Date 5/18/04

JOHNSON ENGINEERING

2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

ADD 2003-00182
RECEIVED
DEC 16 2003
PERMIT COUNTER

REGISTERED PROFESSIONAL ENGINEER
FLORIDA CERTIFICATE NO. 41287

KEVIN M. WINTER, PE DATE

SHEET 1

GENERAL NOTES:

ELEVATIONS ARE REFERENCED TO NATIONAL GEODETIC VERTICAL DATUM N.G.V.D. OF 1929.

THERE WILL BE NO IMPACT TO GROUND AND SURFACE WATERS RESULTING FROM THIS PROJECT.

PROPOSED METHOD OF IRRIGATION WILL BE FROM POTABLE WATER SOURCE.

THIS SITE CAN BE UTILIZED SAFELY FOR BUILDING PURPOSES WITHOUT UNDUE HARDSHIP FROM FLOODING OR ADVERSE SOIL CONDITIONS.

THE LOCATION OF EXISTING STRUCTURES, PAVEMENT, VEGETATION, AND MISCELLANEOUS IMPROVEMENTS ARE APPROXIMATE ONLY. THE EXACT LOCATIONS SHALL BE FIELD VERIFIED BY THE CONTRACTOR.

ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER DISTURBED IS BE KNOWN OF BEING DISTURBED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHOULD NOTIFY THE OWNER/ENGINEER WITHOUT DELAY.

EXISTING FACILITIES SHALL BE RESTORED TO A CONDITION EQUIVALENT TO THAT WHICH EXISTED PRIOR TO COMMENCING CONSTRUCTION, AT NO ADDITIONAL COST TO OWNER.

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, STANDARD AND SPECIFICATIONS (LATEST EDITION), LEE COUNTY DEVELOPMENT STANDARDS AND SPECIFICATIONS AND LEE COUNTY UTILITIES REQUIREMENTS.

CONTRACTOR TO PROVIDE SILT FENCE, STAKED HAY BALES AND STAKES APPROPRIATELY LOCATED TO PROTECT THE FLOATION OF DISPLACED WATER FLOWS AND TO PROVIDE EROSION PROTECTION DURING CONSTRUCTION ACTIVITIES. PROTECTION IS TO BE MAINTAINED DURING THE CONSTRUCTION PERIOD UNTIL DISTURBED SOILS HAVE BEEN STABILIZED WITH GRASS OR SUITABLE EROSION PROTECTION INSTALLMENT.

PROPOSED HANDICAPS SHOWN ARE PRIVATE AND SHALL BE PRIVATELY MAINTAINED.

EXISTING OFF-SITE DRAINAGE PATTERNS SHALL BE MAINTAINED DURING CONSTRUCTION.

CONTRACTOR SHALL POSSESS, ON THE WORK SITE, COPIES OF ANY PERMITS NECESSARY FOR CONSTRUCTION.

CONTRACTOR SHALL USE DESIGNATED CONSTRUCTION ENTRANCES FOR EMPLOYEES AND DELIVERY OF MATERIALS.

CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRAFFIC AND USAGE OF THE EXISTING ROAD IN ADJACENT TO THE PROJECT. ALL TRAFFIC MAINTENANCE CONTROL SHALL BE IN ACCORDANCE WITH THE FLORIDA MANUAL OF UNIFORM TRAFFIC AND SAFE PRACTICES FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE, AND UTILITY OPERATIONS.

PROJECT COVERAGE

PROPOSED GOLF HOUSE

BUILDING	0.38 AC.	2%
PAVEMENT	0.43 AC.	23%
SIDEWALK/PATHWAY	0.83 AC.	11%
OPEN SPACE	0.25 AC.	37%
	0.43 TOTAL AC.	

EXISTING SPORTS CLUB

BUILDING	0.32 AC.	6%
PAVEMENT	1.26 AC.	26%
POOL AREA	0.04 AC.	1%
SIDEWALK/PATHWAY	0.11 AC.	2%
TENNIS COURTS	0.57 AC.	13%
OPEN SPACE	2.55 AC.	47%
	5.30 TOTAL AC.	

TOTAL SITE

BUILDING	0.70 AC.	2%
PAVEMENT	3.48 AC.	22%
SIDEWALK/PATHWAY	0.74 AC.	7%
POOL AREA	0.04 AC.	0%
TENNIS COURTS	0.57 AC.	6%
OPEN SPACE	4.96 AC.	43%
	10.50 TOTAL AC.	

SIGNING AND PAVEMENT MARKING NOTES:

ALL SIGNING AND PAVEMENT MARKINGS SHALL BE INSTALLED IN ACCORDANCE WITH FDOT STANDARDS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION), "THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION)," AND THE CURRENT LEE COUNTY DEPARTMENT OF TRANSPORTATION REQUIREMENTS.

MATCH EXISTING PAVEMENT MARKINGS AT CROSSING ROADS.

MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION).

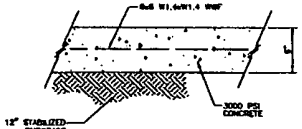
CONTRACTOR SHALL SET DISABILITY GROUND MOUNT SIGNS AS PROPOSED. DEFLECTION ANGLE TO THE ROADWAY IN ACCORDANCE WITH FDOT INDEX NUMBER 17355.

SEE FDOT INDEX NUMBERS 17346 AND 17355 FOR ADDITIONAL DETAILS.

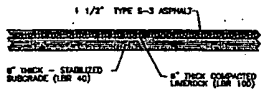
PARKING SPACE CALCULATION

RESORT PARKING
13,835 S.F. / 1 SPACE PER 200 S.F. = 70 SPACES

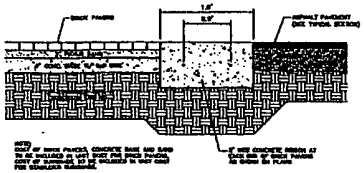
GROUND PARKING
66 SPACES PROVIDED, INCLUDING 3 HANDICAP SPACES
40 ADDITIONAL SPACES TO BE PROVIDED IN PHASE II



CONCRETE SLAB DETAIL
N.T.S.



TYPICAL PARKING LOT AND PAVEMENT
NTS

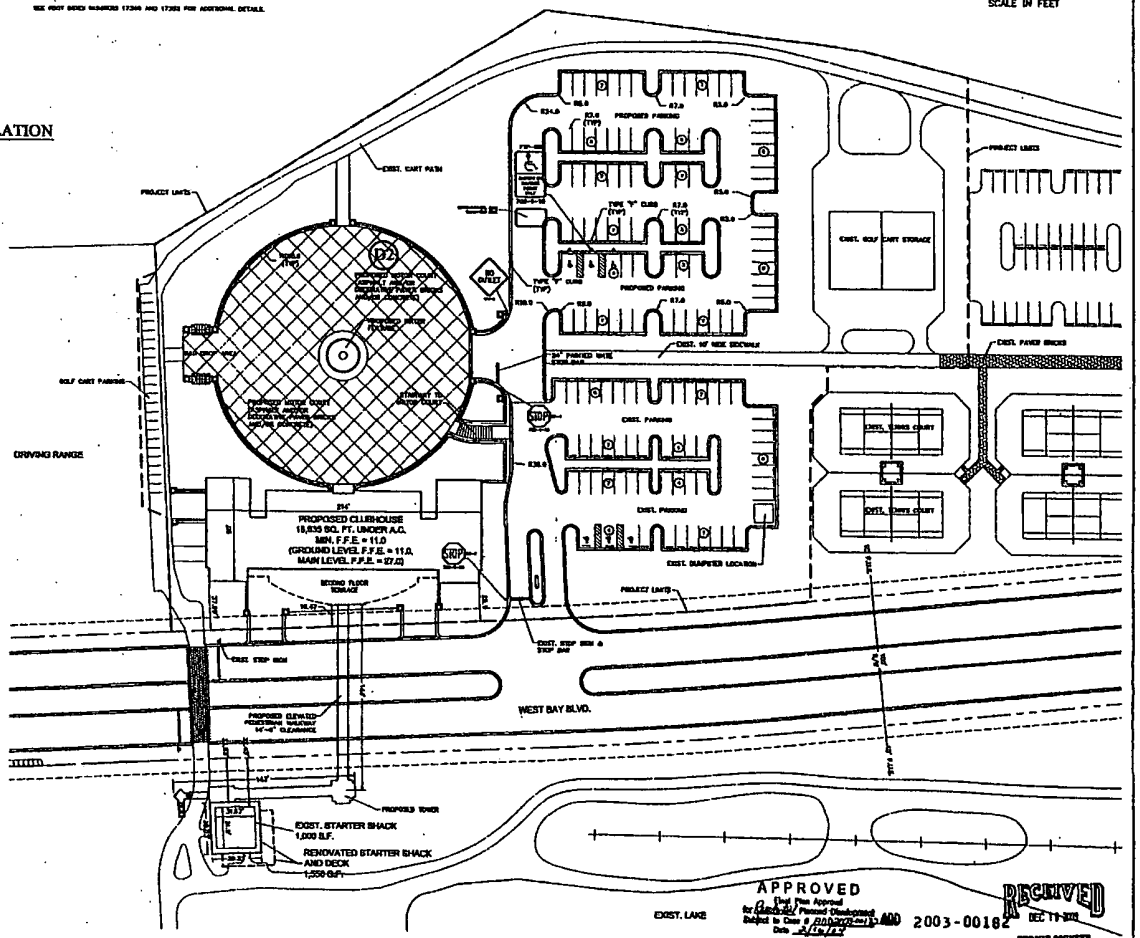


STRUCTURAL EQUIVALENCY CALCULATIONS: (LOCAL, PRIVATE ROADS)			
STANDARD PAVEMENT SECTION	LAYER COEFFICIENT	THICKNESS	STRUCTURAL NUMBER
1" TYPE S ASPHALT PAVEMENT	0.30 / INCH	1"	0.30
6" LIMEROCK BASE (LBR 100)	0.10 / INCH	6"	1.00
8" STABILIZED SUBGRADE (LBR 40)	0.05 / INCH	8"	0.40
TOTAL			1.70

PAVER BRICK SECTION	LAYER COEFFICIENT	THICKNESS	STRUCTURAL NUMBER
PAVER BRICK (TYPE F*S)	0.33 / INCH	3"	0.99
1" CONCRETE BASE	0.23 / INCH	1"	0.23
12" STABILIZED SUBGRADE (LBR 40)	0.05 / INCH	12"	0.60
TOTAL			1.82

* PAVER BRICKS ARE USED FOR ECONOMIC USES FOR COMPARISON ONLY.

PAVER BRICKS / CONCRETE RIBBON CURB DETAIL
N.T.S.



APPROVED
Final Plan Approval
for Consistency with Planned Development
Subject to Case # DCI2002-00151 AND
Date 2/14/03

RECEIVED
DEC 19 2002
PERMIT COUNTER
2003-00182

REVISIONS			

WEST BAY CLUB

THE GOLF HOUSE
LEE COUNTY, FLORIDA

JOHNSON ENGINEERING
2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

PROPOSED SITE PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
OCT., 2002	20023499	31-46-25	1" = 40'	2

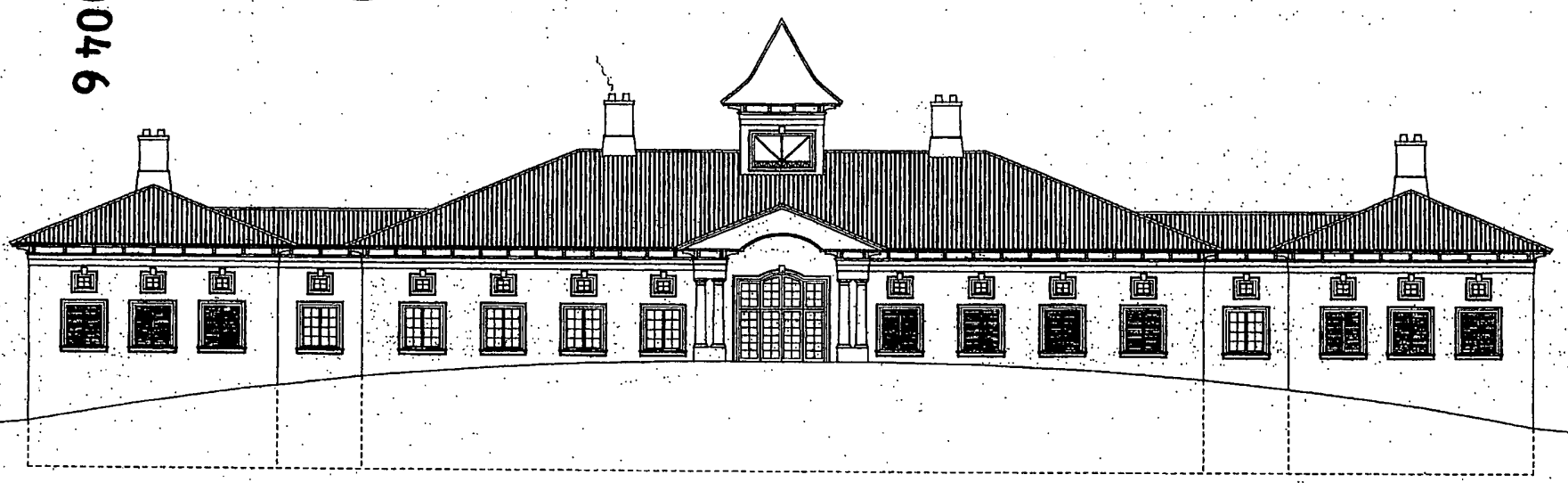
ATTACHMENT B

ADD 2003-00182

RECEIVED
FEB 05 2004
ZONING

RECEIVED
JUN 22 2004
PERMIT COUNTER

2004-00046



FRONT ELEVATION

WEST BAY GOLF CLUB
LEE COUNTY, FLORIDA

FRONT ELEVATION

DRAWINGS PRINTED
OCT 6 5 2003

WEST BAY GOLF CLUB
LEE COUNTY, FLORIDA

WILLIAM ARMSTRONG ATWOOD, ARCHITECT

ADD 2003-00182
RECEIVED
FEB 05 2004

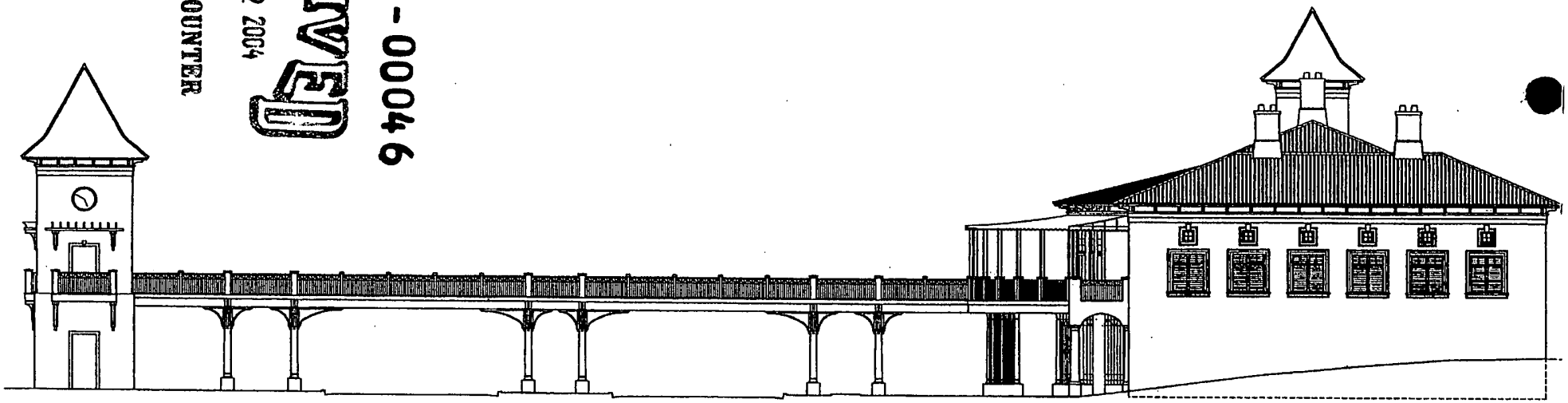
REAR ELEVATION

RECEIVED
JUN 22 2004
PERMIT COUNTER

2004-00046

ADD 2003-00182
RECEIVED
FEB 05 2004
ZONING

MM 2004-00046
RECEIVED
JUN 22 2004
PERMIT COUNTER



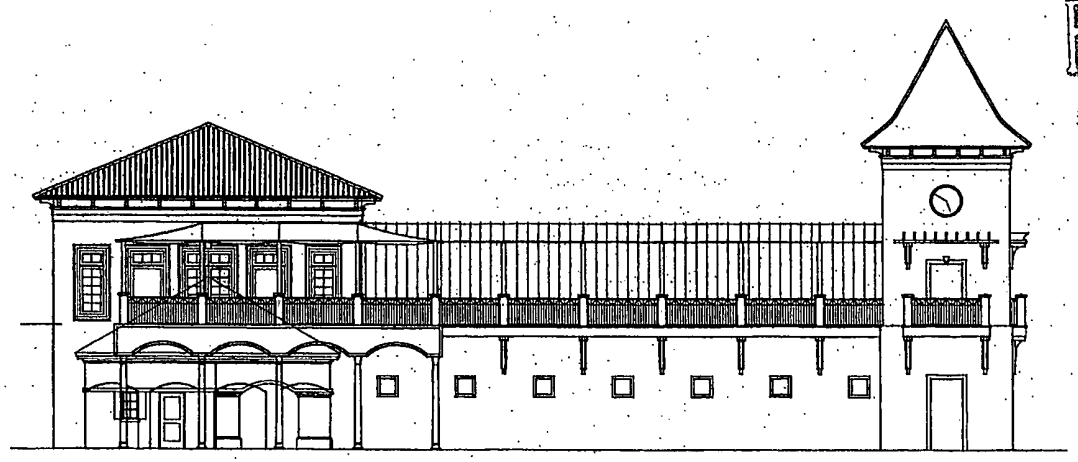
1 BRIDGE ELEVATION WITH CLUBHOUSE & TOWER

ADD 2003-00182

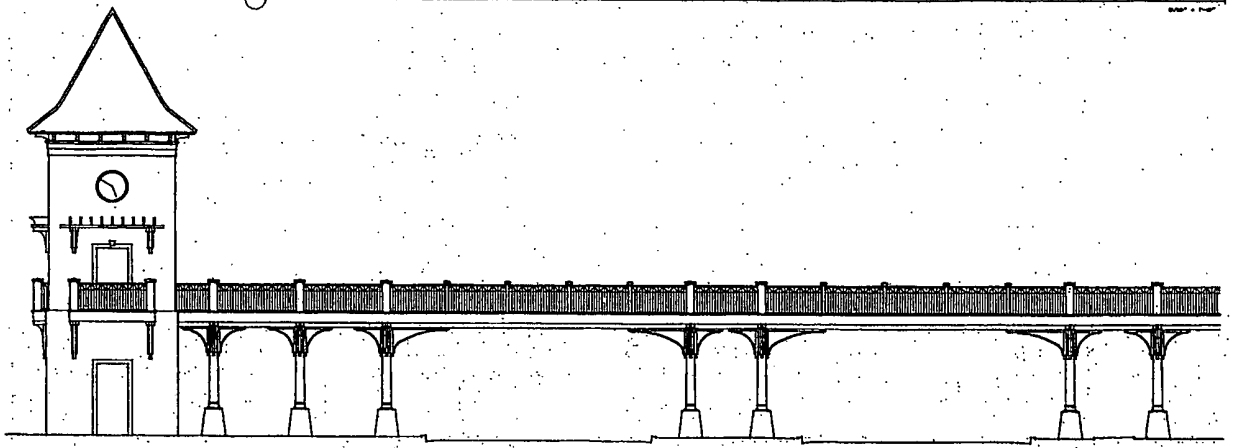
RECEIVED
FEB 05 2004
ZONING COUNTER

RECEIVED
JUN 22 2004
PERMIT COUNTER

DCI 2004-00046



ELEVATION (NIBLICK INN & TOWER)



ELEVATION (BRIDGE & TOWER)

DRAWINGS PRINTED
OCT 08 2003

WILLIAM RAINEY ATWOOD, ARCHITECT
98 ALARKA STREET, N. WEST, SUITE 100
TAMPA, FLORIDA 33609
TEL: (813) 877-4444
FAX: (813) 877-4445
REGISTERED, FL
FREE REGISTERED

WEST BAY GOLF CLUB
LEE COUNTY, FLORIDA

NIBLICK INN, TOWER & BRIDGE ELEVATIONS

P1

MEMORANDUM

From The

Department Of

Community Development

Development Services Division

Date: March 8, 2005

To: DCI2004-000416 From: Luisa Villa

RE: Notice of Public Hearing - March 21, 2005
Lee County Board of County Commissioners Meeting

I, Luisa Villa, Internal Services Secretary, Development Services Division, do hereby certify that I have mailed **notices to the participants** in regard to the above referenced meeting, in the attached style, pursuant to the list marked and attached hereto and made a part of the certification.

NOTICE TO PARTICIPANT

CASE NUMBER:	DCI2004-00046
NAME:	West Bay Club RPD (fka Estero Point RPD)
REQUEST:	1. Change Area 3 from single family residential as approved in Administrative Amendment ADD1999-00056, to a multi-family residential area, as originally approved in Resolution Z-96-005, which will allow 20 stories over parking not to exceed a maximum height of 220 feet; and 2. Add 1.6± acres to the West Bay Club RPD, Area 9, to allow for the addition of four single-family residential lots with no increase in the total number of dwelling units.
LOCATION:	The subject property is located at West Bay Blvd, Estero, FL (US 41 south to Williams Rd. Williams Rd west approx 5412 feet to West Bay Club) in S30,31,32, and 05-T46 and 47S-R25E, Lee County, FL.
PROPERTY OWNER'S REPRESENTATIVE:	Mr. David Willems Johnson Engineering, Inc. 239-334-0046

Notice is hereby given that the Lee County Board of Commissioners will hold a public hearing at 9:30 a.m. on March 21, 2005, to review the written recommendation made by the Hearing Examiner and make a final decision in the above-referenced case. This hearing will be held in the Commissioners' Meeting Room, 2120 Main St., Ft. Myers, FL.

The law states that, as a participant, you have the right to appear and address the Board on this case. However, the law strictly limits all testimony before the Board to statements challenging the correctness of findings and conclusions contained in the record, or statements alleging the discovery of relevant new evidence which was not known by the speaker at the time of the Hearing Examiner's hearing and not otherwise disclosed in the record. Statements will be limited to five (5) minutes or as the Board may otherwise allow.

Additional copies of the Hearing Examiner's recommendation may be obtained or the file reviewed at the Zoning Division, 1500 Monroe St., Ft. Myers, FL. Call 479-8585 additional information.

In accordance with the Americans with Disabilities Act, reasonable accommodations will be made upon request. If you are in need of a reasonable accommodation, please contact Luisa Villa at 479-8585.

DEPARTMENT OF COMMUNITY DEVELOPMENT
Zoning Division

DCI2004-00046

NAME OF CASE: West Bay Club RPD (fka Estero Point RPD)

Mr. David V. Willems, P.E.
Johnson Engineering Inc.
2158 Johnson Street
Fort Myers, FL 33901

Agent*

West Bay Club Development Corp.
4600 West Bay Boulevard
Estero, FL 33928

Applicant/Owner*

Donald Eslick
23650 Via Veneto #604
Bonita Springs, Florida 34134

David H. Guenther
20001 Chapel Trace
Estero, Florida 33928

Carl Hoke
22625 Forest View Drive
Estero, Florida 33928

Sissel Robertson
4401 Williams Road
Estero, Florida 33928

Greg Toth
12651 McGregor Boulevard W-403
Fort Myers, Florida 33919

Donald Vilnius
22199 Natures Cove Court
Estero, Florida 33928

Bernard M. Cunningham
20480 Chapel Trace
Estero, Florida 33928

Albert O'Donnell
4291 Williams Road
Estero, Florida 33928

Bill Parker
20450 Chapel Trace
Estero, Florida 33928

William R. Glatz
19960 Chapel Trace
Estero, Florida 33928

Warren Patterson
2862 Manchester Road
Shaker Heights, Ohio 44122

Richard Woodburn
4958 Riverside Drive
Estero, Florida 33928

AVERY® 5161®
www.avery.com
1-800-GO-AVERY
Jam Free Printing
Use Avery® TEMPLATE 5161®

To: zone file

THE SCHOOL DISTRICT OF LEE COUNTY

2055 CENTRAL AVENUE • FORT MYERS, FLORIDA 33901 • (239) 334-1102 • TTD/TTY (239) 335-1512

ELINOR C. SCRICCA, PH.D.
CHAIRMAN • DISTRICT 5

ROBERT D. CHILMONIK
VICE CHAIRMAN • DISTRICT 1

JEANNE S. DOZIER
DISTRICT 2

JANE E. KUCKEL, PH.D.
DISTRICT 3

STEVEN K. TEUBER
DISTRICT 4

JAMES W. BROWDER, ED.D.
SUPERINTENDENT

KEITH B. MARTIN
BOARD ATTORNEY

March 22, 2005

Mr. Bryan Kelner
Lee County Development Services Division
P.O. Box 398
Fort Myers, FL 33902-0398

Re: West Bay Club RPD, DCI Substantive Review, Case #DCI2004-00046

Dear Mr. Kelner:

Thank you for the opportunity to review the West Bay Club RPD for substantive comments with regard to educational impacts. This proposed development is in the West Choice Zone of the District, off Williams Road in the Estero Planning Area. This letter is in response to your request dated March 10, 2005.

From the material submitted, it appears that the request being will have no additional impacts from the original request in the total number of dwelling units in the project, which was previously approved at 1,121. There fore the applicant's request to add one acre is not anticipated to have additional educational impacts.

Thank you for your attention to this issue. If I may be of further assistance, please give me a call at (239) 335-1415.

Sincerely,

Tina Silcox, Community Development Planner
Planning Department

Cc: William G. Moore, Jr.
Executive Director, School Support

ZONING DIVISION
LEE COUNTY
PLANNED DEVELOPMENT SUBSTANTIVE REVIEW
TRANSMITTAL SHEET

TO: Distribution
Dawn Lehnert, Asst County Attorney
DS Reviewer - Kim P. Hoskins
TIS Reviewer - Bob Rentz
Paul O'Connor, Planning
Kim Trebatoski, Environmental Sciences
Andy Getch, LCDOT
Tina Silcox, Lee County School District
Roland Ottolini, Natural Resources
Luis Machado, Zoning

FROM: Bryan Kelner

DATE: 03/10/2005

PROJECT NAME: WEST BAY CLUB RPD

CASE #: DCI2004-00046

INFORMATION SUMMARY:

To update your file
_X_ Review and forward substantive comments **ASAP**.

RESPONSE REQUIRED BY: 03/20/2005

Additional Comments:
Please find the revised Master Concept Plan to reflect changes encompassed in the Hearing Examiner's Recommendation.

cc: DCI planner/working file
DCI Zone File

Distributed by: Jessica M Smith

Date: 03/11/2005

JOHNSON ENGINEERING

SINCE 1946

LETTER OF TRANSMITTAL

Via: ☐ *Regular Mail* ☐ *Federal Express* ☒ *Hand Delivery*

DCI 2004-00046

RECEIVED MAR 10 2005

To: **Bryan Kelner**
Lee County Zoning
1500 Monroe Street
Fort Myers, FL 33901

Date: **12/27/04**

Project No. **20044403**

Project Name **DCI2004-00046**
West Bay Club

We are sending you the following: ☒ Attached ☐ Under Separate Cover

Copies	Drawing No.	Description
12		**Revised MCP (24" X 36")**
12		**Revised MCP (11" X 17")**

These are transmitted as checked below:

☐ For approval ☐ Approved as submitted ☒ As requested

☐ For your information ☐ Approved as noted ☐ See remarks

☐ For review and comment ☐ Returned for corrections

Remarks:

Copy:

Signed:

Name: **Anthony Garn**

Title: **Planning Technician**

2158 Johnson Street ▪ Post Office Box 1550 ▪ Fort Myers, Florida 33901-1550
(239) 334-0046 ▪ Fax (239) 334-3661

MEMORANDUM
FROM THE
OFFICE OF COUNTY ATTORNEY

RECEIVED
MAR 10 2005
COMMUNITY DEVELOPMENT

DATE: March 9, 2005

TO: Jamie Princing
Development Services

FROM: Tina L. Boone
Tina Boone, Legal Administrative Secretary

RE: **West Bay**
Zoning Case #DCI2004-00046
Resolution No. Z-05-010

Attached please find the legal verification in regard to the above matter. Please place this verification in the appropriate file. Thank you.

/tlb
attachment

Henderson | Franklin
ATTORNEYS AT LAW

1715 Monroe Street • Fort Myers, FL 33901
Post Office Box 280 • Fort Myers, FL 33902
Tel: 239.344.1100 • Fax: 239.344.1200 • www.henlaw.com

Bonita Springs • Sanibel

Reply to
Russell P. Schropp
Direct Dial Number 239.344.1280
E-Mail: russell.schropp@henlaw.com

March 7, 2005

Dawn E. Perry-Lehnert, Esq.
Assistant County Attorney
P.O. Box 398
Fort Myers, FL 33902-0398

Re: West Bay, DCI2004-00046, Resolution Z-05-010

Dear Dawn:

Thank you for sending a copy of the draft resolution referenced above. The resolution accurately reflects the Hearing Examiner's recommendation, and the legal description is correct.

Please contact me if you have any questions or concerns prior to the County Commission hearing on this matter. Thank you.

Sincerely,

Russell P. Schropp

RPS/rs

cc: Stephanie Keyes

FILE

RECEIVED BY
LEE CO. ATTORNEY
2005 MAR -8 AM 11:45

LEE COUNTY
SOUTHWEST FLORIDA

479-8585

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number:_____

Bob Janes
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Tammy Hall
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

David M. Owen
County Attorney

Diana M. Parker
County Hearing Examiner

March 2, 2005

Mr. David V. Willems, P.E.
Johnson Engineering Inc.
2158 Johnson Street
Fort Myers, FL 33901

Re: Agenda Schedule for West Bay Club RPD (fka Estero Point RPD)
Case No. DCI2004-00046

Dear Mr. Willems:

Your zoning request has been scheduled before the Board of County Commissioners to take final action after reviewing the Hearing Examiner's recommendation.

DATE & TIME: March 21, 2005, Meeting commences at 9:30 a.m.

LOCATION: Commissioners' Meeting Room
2120 Main Street
Ft. Myers, Florida

Call if you have any questions.

DEPARTMENT OF COMMUNITY DEVELOPMENT
Zoning Division

Luisa V. Villa
Administrative Assistant

cc: West Bay Club Development Corp.
Mr. Russell Schropp
Mr. Bryan Kelner, Principal Planner
Zoning File

U:\200503\DCI20040.004\6\APPLICANT LETTER BCC.WPD

Henderson | Franklin
ATTORNEYS AT LAW

1715 Monroe Street (33901)
Post Office Box 280 • Fort Myers, FL 33902 0280
Tel: 239.334.4121 • Fax: 239.334.4100 • www.henlaw.com
Office Sanibel • Tel: 239.472.6700

January 18, 2005

Memorandum

TO: Lee County Hearing Examiner

FROM: Russell P. Schropp

Re: West Bay Club RPD, Case No. DCI2004-00046

Please be advised that the Applicant in the above-referenced case concurs with the recommendation and proposed conditions contained in the staff report.

/rs

cc: Bryan Kelner
Dawn Perry-Lehnert

Henderson, Franklin, Starnes & Holt, P.A.

LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Bob Janes
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yeager
County Attorney

Diana M. Parker
County Hearing
Examiner

Writer's Direct Dial Number: 239-479-8363

September 20, 2004

MICHAEL S. DICKEY
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FL 33901

Re: WEST BAY CLUB RPD
DCI2004-00046 - PDS Application (Minor PD)

Dear JOHNSON ENGINEERING, INC. :

The Zoning Division has reviewed the information provided for the above zoning application. The Land Development Code requires additional information for the application to be sufficient. Please respond to each requirement not satisfied on the attached sufficiency checklists. For your assistance, we have enclosed any additional memoranda from the various Lee County reviewing agencies.

If you do not provide the requested supplements or corrections within 60 calendar days of this letter, the Code requires that this application be considered withdrawn. Please feel free to contact me or the staff reviewers if you have any questions.

Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT
Zoning Division

Bryan Kelner
Principal Planner

cc: Pamela Houck, Division Director
Paul O'Connor, Planning
Joan Henry, Assistant County Attorney
Kim Trebatoski, Environmental Sciences
Roland Ottolini, Natural Resources
Andy Getch, LCDOT
Billie Jacoby, DCD Admin
Kim P. Hoskins, Development Review
DCI Zoning File
DCI Working File

Environmental Sciences Planned Development Sufficiency Checklist

2) Protected Species Survey. A Protected Species Survey as required by LDC Section 10-473 must be provided for large projects (as defined in LDC Chapter 10) and Major Planned Developments . [34-373(b)(2)]

As previously requested, please submit for the land being added. The waiver request was denied. ES staff had indicated in meetings that a new species survey for the previously zoned property would not be necessary. A species survey is only needed for the lands being added.

3) Protected Species Management Plan. Protected species preserve areas must be indicated on the Master Concept Plan; a final management plan as required by LDC Section 10-474 is not required until time of local development order. [10-474]

Pending species survey.

13) Contact. The Environmental Planner may be contacted regarding any question on the Environmental Sciences Sufficiency Checklist.

Kim Trebatoski, Principal Environmental Planner
239-479-8183
trebatkm@leegov.com

Lee County Sufficiency Checklist for Planned Developments, Amendments, and Existing Developments Requesting Planned Development Zoning

12m) Location of Deviations. The location of any requested deviations, keyed to the schedule of deviations, including sample drawings demonstrating the effect the requested deviations will have on the site plan. [34-373(a)(6)l.]

Thank you for providing the deviations. However, please clarify if these are previously approved deviations or are you requesting additional deviations as part of this zoning action? If there additional deviation please indicate the numbers of the new deviation requests.

13a) Upon written request, the director may waive the Traffic Impact Statement requirement for minor planned developments. [34-373(a)(7)]

In your August 2004 resubmittal you provided an application request for a waiver. However, the waiver request has not been signed by the Director. Please provide a copy of the waiver signed by the Director.

17) Waivers. Request(s) for waiver or modification must be submitted to the Director prior to submitting the application. A copy of the request and the Director's written response must accompany the application and will become a part of the permanent file. [34-202(a)]

Please see 13a), above

JOHNSON ENGINEERING

SINCE 1946

August 24, 2004

Mr. Bryan Kelner
Principal Planner
Lee County Department of Community Development
P.O. Box 398
Fort Myers, FL 33902-0398

Re: West Bay Club RPD
DC 12004-00046 – PDS Application (Minor PD)

Dear Bryan:

The following are responses to your July 14, 2004, checklisted sufficiency items:

Legal Requirements Sufficiency Checklist

Please, tie and display at least (2) coordinates on two opposing corners on the Sketch that accompanies the legal description. "The county prefers that at least one of the coordinates be for the point of beginning". Thanks.

Response:

Please see attached revised sketch that corrects this issue per the County's request.

7) Miscellaneous Items.

1. The Disclosure of Interest Form must list the officers and stockholders of the Corporation and indicate their individual percentages of ownership.

Response:

Please see the attached revised disclosure of interest form that provides the disclosure as a corporation and lists the signature of the Vice-President of the Corporation, thereby eliminating the need to list officers and stockholders of the corporation, as it is a publicly traded entity.

2. Before the application can be found Sufficient, the following is needed. The applicant must schedule a public informational meeting with the Estero Planning Community Panel as required by Section [34-373(a)(10)]. Then, provide Staff with a summary memorandum of the meeting

2158 Johnson Street ▪ Post Office Box 1550 ▪ Fort Myers, Florida 33901-1550
(239) 334-0046 ▪ Fax (239) 334-3661

containing the following information: the date, time and location of the meeting; a list of attendees; a summary of the concerns of issues that were raised at the meeting; and a proposal for how the applicant will respond to any issues that were raised.

Response:

Please see the attached minutes of the public informational meeting held with the Estero Planning Community Panel on May 10, 2004, Public Meeting # 50. A Summary Memorandum of the meeting is also included with the necessary required information.

Environmental Sciences Planned Development Sufficiency Checklist

2) Protected Species Survey. Please submit for the land being added.

Response:

Please see attached waiver request that was submitted following the application. The applicant had previously received verbal approval from staff that this item was not required, as a Protected Species Survey already exists for the overall site and this request does not change any of these areas other than adding four lots to the overall tract.

3) Protected Species Management Plan. Protected species preserve areas must be indicated on the Master Concept Plan; a final management plan as required by LDC Section 10-474 is not required until time of local development order. [10-474]. Pending species survey.

Response:

See response to #2.

1a) The Division of Corporations website states that Christopher McKenna is the Vice President of the corporation. Mr. McKenna must sign all documents (authorization, disclosures, etc.) in his corporate capacity (as V.P.).

Response:

Please see revised documents in Mr. McKenna's corporate capacity as Vice President.

1a1) If the owner(s) has authorized an agent to prepare and sign the application and to represent him in all matters pertaining to the application, the agent must provide a document establishing his authority which has been signed by the owner and notarized by a notary public. [34-202(b)(1)c.] See 1 a), above

Response:

See 1a) above.

1c) The fee owner is a corporation, and a duly authorized corporate official initiated the application. [34-201(a)(1)a.3.] See 1 a), above

Response:

See 1a) above, the owner is a corporation and a duly authorized corporate official initiated the application.

1c1) The disclosure of Interest form must state the individual shareholder and list the percentage owned of the corporation. Also, The STRAP number given is not valid and the attached list of STRAP #'s was not attached.

Response:

Please see the revised documentation that the applicant is a public corporation and therefore individual shareholders cannot be disclosed. The STRAP# given is correct.

6e) Area location map. Although the area location map shows the boundary of the West Bay Club RPD, please show with additional clarity the location of the two areas affected: Area 3 and the additional lands being added to the RPD.

Response:

Please see new attached area location map that depicts the location of the two affected areas more clearly.

6f) Property owners list. A complete list of all owners of property subject to this request and their mailing addresses must be provided. If multiple parcels are involved, a map showing the owner's interest must be provided. The names & addresses of property owners will be deemed to be those appearing on the latest county tax rolls. X34-202(a)(5)]

As of this writing, staff has requested the additional mailing labels for all property owners within the development.

Response:

The additional mailing labels for all property owners within the development have already been submitted to staff.

12e2) Height. Administrative Amendment ADD1999-00056, changed Area 3 from multiple family to single family residential development. The request is to reinstate the original approval, for Area 3, Resolution Z-96-005, which permitted multiple-family dwelling units. Deviation 9, Resolution Z-96-005, limited development areas 3, 4, and 5, to a maximum building height of 220 feet and are further limited to a maximum combined total of six multi-family buildings with a maximum total of 630 dwelling units. Of the six multi-family buildings permitted by Deviation 9, how many will the applicant be building on Area 3? Also, what will be the maximum height of the

building(s)? Will they be high-rise or mid-rise?

Response:

The buildings will all be built to a maximum height of 220 feet as previously approved. They will be high-rise buildings. There will be one building with a common pedestal which then transition into 20 stories – two towers with 110 units in each tower for a total of 220 units on this pod. This has previously been referenced Pod 4, referred to as Water's Edge, on previous concept plans. The island, which is area 5 and also Pod 5, will have one building with 110 units, also 220 total (20 stories over 2 stories of parking is anticipated). Finally, area 3, or Pod 3 which is the area undergoing the rezoning to recapture the original request, is proposed to have three buildings, 100 units each, with a maximum height of 220 each. This would be a total of 300 units for area 3, 110 units for area 5 and 220 for area 4, for the total high-rise of 630 units.

12e3) Residential Dwelling Units. Administrative Amendment ADD1999-00056, changed Area 3 from multiple family to single family residential development. The request is to reinstate the original approval, for Area 3, Resolution Z-96-005, which permitted multiple-family dwelling units. Deviation 9, Resolution Z-96-005, limited development areas 3, 4, and 5, to a maximum 630 dwelling units. However, no number of dwelling units is stated for each area. Given information requested for 12e2), above, what would the number of dwelling units be for Area 3?

Response:

The number of dwelling units would be a total maximum of 630 units for the three areas. The maximum number of dwelling units for Area 3 will be 300 units total in three buildings, with 100 units in each building at a height of 220 feet, as stated above.

12m) Location of Deviations. The location of any requested deviations, keyed to the schedule of deviations, including sample drawings demonstrating the effect the requested deviations will have on the site plan. [34-373(a)(6)1].

In your application for public hearing, you reference a list of deviations and justifications – (see attached) **Exhibit PH-3.G1**. These have not been received in the submittal package.

13) Traffic Impact Statement.

In your application for public hearing, you reference a waiver from a Traffic impact Statement. The Traffic Impact Statement waiver has not been received in the submittal package. Not withstanding the waiver, Administrative Amendment ADD1999-00056 changed Area 3 from multiple family dwelling units to single family dwelling units and this zoning action will be changing back to multiple family dwelling units. What will the traffic impacts be on the existing community in changing Area 3 from single family to multiple family?

Response:

Please see Response to Item 2) with regards to the waiver. In addition, an analysis of the traffic

impacts on the existing community in changing Area 3 from single-family to multi-family has been completed by David Plummer and Associates. (see attached documents)

13a) Upon written request, the director may waive the Traffic Impact Statement requirement for minor planned developments. [34-373(a)(7)]

In your application for public hearing, you reference waivers for FLUCCS Map, Protected Species Survey, and Traffic Impact Statement. These waivers have not been received in the submittal package. Please provide copies of the approved waivers.

Response:

Please see item 2). The request was submitted.

16a) Surface Water Management System Description. A written description of the proposed surface water management system that includes: [34-373(b)(1)]

In your application submittal, you reference in the Table of Contents, Number 15, Surface Water Management Plan, however this was not include in the submittal package.

Response:

Please see attached permits.

17) Waivers. In your application for public hearing, Table of Contents, you reference waivers for FIUUCS Map, Protected Species Survey, and Traffic Impact Statement. These waivers have not been received in the submittal package.

Response:

Please see items 2) and 13a) above.

19) The project is located in the Estero Planning Community and a summary document that contains the following information: date, time, and location of the meeting; a list of attendees; a summary of the concerns or issues that were raised at the meeting; and a proposal for how the applicant will respond to any issues that were raised (Policy 19.5.3. of the Lee Plan). This item was listed in the applicants submittal package Table of Contents but the documentation was not included. Please provide the necessary documentation.

Response:

Please see attached documentation minutes and summary memorandum, as well as response to item 2) above.

21) Miscellaneous Items.

A. Sheet 3 of the master concept plan has the property development regulations table with notes. Please review the table for completeness The first reference note with the asterisk appears to be truncated. Also, the reference note "An overall Maximum of six (6) high rise buildings may be located within PODs 3, 4". Should this be PODs 3, 4, and 5?

Response:

Yes, this should have read POD's 3, 4 and 5 and the MCP has been amended accordingly.

B. Page 3, of the applicant's narrative, Proposed Development/Master Concept Plan, reference is made to 639 dwellings units within Development Areas 3, 4, and 5. Should this figure be 630 dwelling units in Areas 3, 4, and 5?

Response:

Yes, the figure should be 630 dwelling units and the MCP has been amended accordingly.

C. Page 3, of the applicant's compliance with the Land Development Code, item (i), the applicant states, "The proposed residential towers will be substantially buffered from existing surrounding ses" Please clarify. Will this be in excessive of what is already approved in Resolution Z-96-005?

Response:

The towers will be buffered in accordance with Resolution Z-96-005.

E. Please provide staff with a copy of the Hearing Examiner's recommendation on Case No. 95-06-148.03Z, Resolution Z-96-005.

Response:

Please see attached copy.

Should you require additional information, or if you have any questions, please call me at 239.461.2452.

Sincerely,

JOHNSON ENGINEERING, INC.

Stephanie Keyes

Stephanie Keyes, AICP
Principal Planner

SK/fh/JEI#20044403

Attachments

JOHNSON ENGINEERING

SINCE 1946

LETTER OF TRANSMITTAL

Via: ☐ *Regular Mail* ☐ *Federal Express* ☒ *Hand Delivery*

To: **Bryan Kelner**
Lee County Zoning
1500 Monroe Street
Fort Myers, FL 33901

Date: **06/23/04**
Project No. **20044403**
Project Name **DCI2004-00046**
West Bay Club

We are sending you the following: ☒ Attached ☐ Under Separate Cover

Copies	Drawing No.	Description
2		**Mailing labels for internal property owners**

These are transmitted as checked below:

☐ For approval
☐ For your information
☐ For review and comment
☐ Approved as submitted
☐ Approved as noted
☐ Returned for corrections
☒ As requested
☐ See remarks

Remarks:

Copy:

RECEIVED
JUL 12 2004

PERMIT COUNTER
DCI 2004 00046

Signed:
Name: **Anthony Garn**
Title: **Planning Technician**

2158 Johnson Street ▪ Post Office Box 1550 ▪ Fort Myers, Florida 33901-1550
(239) 334-0046 ▪ Fax (239) 334-3661

To: 3080 file

THE SCHOOL DISTRICT OF LEE COUNTY

2055 CENTRAL AVENUE • FORT MYERS, FLORIDA 33901-3916 • (239) 334-1102 • TTD/TTY (239) 335-1512

LEE COUNTY
RECEIVED
04 JUL -7 AM 8:58
COMM. DEV/
PUB. WRKS. CNTR.
SECOND FLOOR

JEANNE S. DOZIER
CHAIRMAN • DISTRICT 2

ELINOR C. SCRICCA, PH.D.
VICE CHAIRMAN • DISTRICT 5

ROBERT D. CHILMONIK
DISTRICT 1

JANE E. KUCKEL, PH.D.
DISTRICT 3

STEVEN K. TEUBER
DISTRICT 4

JAMES W. BROWDER, ED.D.
SUPERINTENDENT

KEITH B. MARTIN
BOARD ATTORNEY

July 6, 2004

Mr. Bryan Kelner
Lee County Development Services Division
P.O. Box 398
Fort Myers, FL 33902-0398

Re: West Bay Club RPD, DCI Substantive Review, Case #DCI2004-00046

Dear Mr. Kelner:

Thank you for the opportunity to review West Bay Club RPD for substantive comments with regard to educational impacts. This proposed development is in the South Choice Zone of the District, off Williams Road in the Estero Planning Area. This letter is in response to your request dated June 22, 2004.

From the material submitted, it appears that the request being made by the applicant is for the addition of one acre, which will have four single family homes on it. However, these four single family homes are included in the total number of dwelling units in the project, which was previously approved at 1,121. Therefore, the applicant's request to add one acre is not anticipated to have educational impacts.

Thank you for your attention to this issue. If I may be of further assistance, please give me a call at (239) 479-4205.

Sincerely,

Kathy Babcock

Kathy Babcock, Long Range Planner
Department of Construction and Planning

Cc: William G. Moore, Jr.
Executive Director, School Support

To: 3ovefile

THE SCHOOL DISTRICT OF LEE COUNTY

2055 CENTRAL AVENUE • FORT MYERS, FLORIDA 33901-3916 • (239) 334-1102 • TTD/TTY (239) 335-1512

JEANNE S. DOZIER
CHAIRMAN • DISTRICT 2

ELINOR C. SCRICCA, PH.D.
VICE CHAIRMAN • DISTRICT 5

ROBERT D. CHILMONIK
DISTRICT 1

JANE E. KUCKEL, PH.D.
DISTRICT 3

STEVEN K. TEUBER
DISTRICT 4

JAMES W. BROWDER, ED.D.
SUPERINTENDENT

KEITH B. MARTIN
BOARD ATTORNEY

July 6, 2004

Mr. Bryan Kelner
Lee County Development Services Division
P.O. Box 398
Fort Myers, FL 33902-0398

Re: West Bay Club RPD, DCI Substantive Review, Case #DCI2004-00046

Dear Mr. Kelner:

Thank you for the opportunity to review West Bay Club RPD for substantive comments with regard to educational impacts. This proposed development is in the South Choice Zone of the District, off Williams Road in the Estero Planning Area. This letter is in response to your request dated June 22, 2004.

From the material submitted, it appears that the request being made by the applicant is for the addition of one acre, which will have four single family homes on it. However, these four single family homes are included in the total number of dwelling units in the project, which was previously approved at 1,121. Therefore, the applicant's request to add one acre is not anticipated to have educational impacts.

Thank you for your attention to this issue. If I may be of further assistance, please give me a call at (239) 479-4205.

Sincerely,

Kathy Babcock

Kathy Babcock, Long Range Planner
Department of Construction and Planning

Cc: William G. Moore, Jr.
Executive Director, School Support

To: zone file

From: Joan Henry
To: Kelner, Bryan
Date: 7/6/04 3:24PM
Subject: West Bay Club RPD DCI2004-00046

Bryan,

Two comments on this application:

1. The Division of Corporations website states that Christopher McKenna is the Vice President of the corporation. He must sign all documents (authorizations, disclosures, etc.) in his corporate capacity (as V.P.).

2. The disclosure of interest form must state the individual shareholder and list the percentage owned of the corp.

Joan C. Henry
Assistant County Attorney
Lee County Attorney's Office
jhenry@leegov.com
Phone: (239) 335-2236
FAX: (239) 335-2606

CC: Houck, Pam

JOHNSON
ENGINEERING

SINCE 1946

November 4, 2004

Mr. Bryan Kelner
Principal Planner
Department of Community Development
P.O. Box 398
Ft. Myers, FL 33902

RECEIVED
NOV 04 2004
PERMIT COUNTER

Re: WEST BAY CLUB RPD DC12004-00046 - PDS Application (Minor PD)

Dear Bryan,

We are in receipt of your letter of October 27th and we have reviewed the information provided and supplemented for the rezoning request referenced above. We are in agreement with the language as you have provided below for the formal rezoning request:

1. Restore Area 3 to a multi-family residential area originally approved in Resolution Z-96-005. Area 3 was amended by administrative amendment ADD1999-00056 to a single-family residential area. This will restore high rise multi-family residential development for Area 3; and

2. Add 1.6± acres to the West Bay Club RPD, Area 9, to allow for the addition of four (4) single-family residential lots with no increase in the total number of dwelling units.

This wording is satisfactory, and we look forward to working with you as you and your staff prepare the staff report. We will let you know shortly if we wish to either schedule or waive the formal pre-hearing conference. Thanks again for your assistance with this matter.

Sincerely,
JOHNSON ENGINEERING, INC.

Stephanie Keyes

Stephanie Keyes, AICP
Principal Planner

SK/fh/JEI#20044403

cc: Russell Schropp, Henderson Franklin
Pamela Houck, Division Director

2158 Johnson Street ▪ Post Office Box 1550 ▪ Fort Myers, Florida 33901-1550
(239) 334-0046 ▪ Fax (239) 334-3661

To 3 one file

THE SCHOOL DISTRICT OF LEE COUNTY

2055 CENTRAL AVENUE • FORT MYERS, FLORIDA 33901-3916 • (239) 334-1102 • TTD/TTY (239) 335-1512

LEE COUNTY
04 NOV -3 AM 11:59
DEV
FU... CNTR.

JEANNE S. DOZIER
CHAIRMAN · DISTRICT 2

ELINOR C. SCRICCA, PH.D.
VICE CHAIRMAN · DISTRICT 5

ROBERT D. CHILMONIK
DISTRICT 1

JANE E. KUCKEL, PH.D.
DISTRICT 3

STEVEN K. TEUBER
DISTRICT 4

JAMES W. BROWDER, ED.D.
SUPERINTENDENT

KEITH B. MARTIN
BOARD ATTORNEY

October 28, 2004

Mr. Bryan Kelner
Lee County Development Services Division
P.O. Box 398
Fort Myers, FL 33902-0398

Re: West Bay Club RPD, DCI Substantive Review, Case #DCI2004-00046

Dear Mr. Kelner:

Thank you for the opportunity to review West Bay Club RPD for substantive comments with regard to educational impacts. This proposed development is in the South Choice Zone of the District, off of Williams Road in the Estero Planning Area. This letter is in response to your request dated September 29, 2004.

From the material submitted, it appears that the request being made by the applicant is for the addition of one acre, which will have four single family homes on it. However, these four single family homes are included in the total number of dwelling units in the project, which was previously approved at 1,121. Therefore the applicant's request to add one acre is not anticipated to have educational impacts.

Thank you for your attention to this issue. If I may be of further assistance, please give me a call at (239) 479-4218.

Sincerely,

Tina Silcox, Community Development Planner
Planning Department

Cc: William G. Moore, Jr.
Executive Director, School Support

To Zone file.

ZONING DIVISION
LEE COUNTY
PLANNED DEVELOPMENT SUBSTANTIVE REVIEW
TRANSMITTAL SHEET

TO: Distribution
DS Reviewer - Kim P. Hoskins
TIS Reviewer - Bob Rentz
Paul O'Connor, Planning
Kim Trebatoski, Environmental Sciences
Andy Getch, LCDOT
Kathy Babcock, Lee County School District
Roland Ottolini, Natural Resources
Luis Machado, Zoning

FROM: Bryan Kelner

DATE: 10/27/2004

PROJECT NAME: WEST BAY CLUB RPD

CASE #: DCI2004-00046

INFORMATION SUMMARY:

To update your file
_X_ Review and forward substantive comments **ASAP**.

RESPONSE REQUIRED BY: 11/12/2004

Additional Comments:

No substantive Comments.
WW 11/1/04

cc: DCI planner/working file
DCI Zone File

Distributed by: Shawn Meredith

Date: 10/27/2004

RECEIVED
OCT 28 2004

fxmtlsfrvsubst.rpt

LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Bob Janes
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yeager
County Attorney

Diana M. Parker
County Hearing
Examiner

Writer's Direct Dial Number: 239-479-8363

October 27, 2004

DAVID V. WILLEMS, P. E.
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FL 33901

Re: WEST BAY CLUB RPD
DCI2004-00046 - PDS Application (Minor PD)

Dear JOHNSON ENGINEERING, INC. :

The Zoning Division has reviewed the information provided and supplemented for the rezoning request referenced above. The application is now sufficient and the formal request has been drafted from your application as follows:

1. Restore Area 3 to a multi-family residential area originally approved in Resolution Z-96-005. Area 3 was amended by administrative amendment ADD1999-00056 to a single-family residential area. This will restore high rise multi-family residential development for Area 3; and

2. Add 1.6± acres to the West Bay Club RPD, Area 9, to allow for the addition of four (4) single-family residential lots with no increase in the total number of dwelling units.

NOTE: If approved, the Master Concept Plan (available for inspection at 1500 Monroe St., in Ft. Myers) may deviate from certain Land Development Code (LDC) standards.

Please review this language carefully, and notify me in writing by November 10, 2004 whether or not this wording is satisfactory. Staff's substantive comments, along with the staff report, are being prepared. This request has been tentatively scheduled for public hearing before the Lee County Hearing Examiner on January 19, 2005. However, please note that this is a tentative date that is subject to change and that Lee County will be held harmless for any potential delay in effectuating compliance with the tentative hearing date.

You may schedule or waive a formal pre-hearing conference to discuss substantive issues. Contact me if you have any questions or if you would like to meet informally prior to the public hearings.

Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT
Zoning Division

Bryan Kelner
Principal Planner

copy w/o attachments
- Pamela Houck, Division Director
- Joan Henry, Assistant County Attorney
- DS Reviewer - Kim P. Hoskins
- Paul O'Connor, Planning
- Kim Trebatoski, Environmental Sciences
- Roland Ottolini, Natural Resources
- Andy Getch, LCDOT
- Kathy Babcock, Lee County School District
- Billie Jacoby, DCD Admin
- DCI Zoning File
- DCI Working File

ZONING DIVISION
LEE COUNTY
PLANNED DEVELOPMENT SUBSTANTIVE REVIEW
TRANSMITTAL SHEET

TO: Distribution
DS Reviewer - Kim P. Hoskins
TIS Reviewer - Bob Rentz
Paul O'Connor, Planning
Kim Trebatoski, Environmental Sciences
Andy Getch, LCDOT
Kathy Babcock, Lee County School District
Roland Ottolini, Natural Resources
Luis Machado, Zoning

FROM: Bryan Kelner

DATE: 10/27/2004

PROJECT NAME: WEST BAY CLUB RPD

CASE #: DCI2004-00046

INFORMATION SUMMARY:

To update your file
_X_ Review and forward substantive comments **ASAP**.

RESPONSE REQUIRED BY: 11/12/2004

Additional Comments:

cc: DCI planner/working file
DCI Zone File

Distributed by: Shawn Meredith

Date: 10/27/2004

LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Bob Janes
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yeager
County Attorney

Diana M. Parker
County Hearing
Examiner

Writer's Direct Dial Number: 239-479-8363

October 27, 2004

DAVID V. WILLEMS, P. E.
JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FL 33901

Re: WEST BAY CLUB RPD
DCI2004-00046 - PDS Application (Minor PD)

Dear JOHNSON ENGINEERING, INC. :

The Zoning Division has reviewed the information provided and supplemented for the rezoning request referenced above. The application is now sufficient and the formal request has been drafted from your application as follows:

1. Restore Area 3 to a multi-family residential area originally approved in Resolution Z-96-005. Area 3 was amended by administrative amendment ADD1999-00056 to a single-family residential area. This will restore high rise multi-family residential development for Area 3; and

2. Add 1.6± acres to the West Bay Club RPD, Area 9, to allow for the addition of four (4) single-family residential lots with no increase in the total number of dwelling units.

NOTE: If approved, the Master Concept Plan (available for inspection at 1500 Monroe St., in Ft. Myers) may deviate from certain Land Development Code (LDC) standards.

Please review this language carefully, and notify me in writing by November 10, 2004 whether or not this wording is satisfactory. Staff's substantive comments, along with the staff report, are being prepared. This request has been tentatively scheduled for public hearing before the Lee County Hearing Examiner on January 19, 2005. However, please note that this is a tentative date that is subject to change and that Lee County will be held harmless for any potential delay in effectuating compliance with the tentative hearing date.

You may schedule or waive a formal pre-hearing conference to discuss substantive issues. Contact me if you have any questions or if you would like to meet informally prior to the public hearings.

Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT
Zoning Division

Bryan Kelner
Principal Planner

copy w/o attachments
Pamela Houck, Division Director
Joan Henry, Assistant County Attorney
DS Reviewer - Kim P. Hoskins
Paul O'Connor, Planning
Kim Trebatoski, Environmental Sciences
Roland Ottolini, Natural Resources
Andy Getch, LCDOT
Kathy Babcock, Lee County School District
Billie Jacoby, DCD Admin
DCI Zoning File
DCI Working File

DAVID PLUMMER & ASSOCIATES

TRANSPORTATION • CIVIL • STRUCTURAL • ENVIRONMENTAL

1531 HENDRY STREET
FORT MYERS, FL 33901
239 332-2617 FAX: 239 332-2645
E-mail: dpafm@peganet.net

August 20, 2004

Mr. Gene Edens
West Bay Club
4600 West Bay Boulevard
Estero, FL 33928

RE: **West Bay Club Traffic Circulation Study, #04606**

Dear Gene,

Attached please find the final report titled, West Bay Club Traffic Circulation Study, dated August 20, 2004.

As we discussed, West Bay Boulevard will operate at a Level of Service "C" with the proposed high-rise rezoning. Per Lee County Generalized Peak Hour Directional Service Volumes for Urbanized Areas (d:\los02\input1), a Level of Service "C" is the highest attainable level of service for two-lane collector roads in Lee County.

If you should have any questions concerning the attached, please do not hesitate to contact these offices.

Very truly yours,

George T. Swartz, Jr.
GTS:sw
04606:Edens_082004

cc: Stephanie Keyes

RECEIVED
AUG 27 2004
PERMIT COUNTER

DCI2004-00046

To: Zone file

From: Lili Wu
To: Kelner, Bryan
Date: 10/11/04 11:25AM
Subject: West Bay Club RPD (DCI2004-00046)

Bryan:
After reviewing the resubmittal information dated Sept. 29, 2004 for the above project, LCDOT still found the application is sufficient for review.

Wu

ZONING DIVISION
LEE COUNTY
PLANNED DEVELOPMENT SUFFICIENCY REVIEW
TRANSMITTAL SHEET

TO: Distribution
Joan Henry, Asst. County Attorney
TIS Reviewer - Bob Rentz
DS Reviewer - Kim P. Hoskins
Paul O'Connor, Planning
Kim Trebatoski, Environmental Sciences
Andy Getch, LCDOT
Kathy Babcock, Lee County School District
Roland Ottolini, Natural Resources
Luis Machado, Zoning

FROM: Bryan Kelner

DATE: 09/29/2004

*** REVIEWERS - remember permit plan checklists should now be used.**

PROJECT NAME: WEST BAY CLUB RPD

CASE #: DCI2004-00046

INFORMATION SUMMARY:

RESUBMITTAL

To update your file
_X_ Review and forward sufficiency questions or make finding of sufficiency

RESPONSE REQUIRED BY: 10/13/2004

Additional Comments:

(DCI) Lee County LDC Section 34-373(d)(1).
Sufficiency and Completeness

No hearing will be scheduled for an application for a Planned Development until the application has been found sufficient. All applications for Planned Developments will be deemed sufficient unless a letter advising the applicant of any insufficiencies has been mailed within fifteen (15) working days of submittal of the application. All amended applications will be deemed sufficient unless a subsequent letter advising the applicant of any insufficiencies has been mailed within fifteen (15) working days of the date of the resubmittal. The contents of insufficiency letters will be limited to brief explanations of the manner in which insufficient applications do not comply with the formal requirements in Section 34-373.

cc: DCI planner/working file
DCI Zone File

Distributed by: Jessica M Smith

Date: 10/01/2004

ZONING DIVISION
LEE COUNTY
PLANNED DEVELOPMENT SUFFICIENCY REVIEW
TRANSMITTAL SHEET

TO: Distribution
Joan Henry, Asst. County Attorney
TIS Reviewer - Bob Rentz
DS Reviewer - Kim P. Hoskins
Paul O'Connor, Planning
Kim Trebatoski, Environmental Sciences
Andy Getch, LCDOT
Kathy Babcock, Lee County School District
Roland Ottolini, Natural Resources
Luis Machado, Zoning

FROM: Bryan Kelner

DATE: 08/27/2004

*** REVIEWERS - remember permit plan checklists should now be used.**

PROJECT NAME: WEST BAY CLUB RPD

CASE #: DCI2004-00046

INFORMATION SUMMARY:

RESUBMITTAL

To update your file
_X_ Review and forward sufficiency questions or make finding of sufficiency

RESPONSE REQUIRED BY: 09/10/2004

Additional Comments:

(DCI) Lee County LDC Section 34-373(d)(1).
Sufficiency and Completeness

No hearing will be scheduled for an application for a Planned Development until the application has been found sufficient. All applications for Planned Developments will be deemed sufficient unless a letter advising the applicant of any insufficiencies has been mailed within fifteen (15) working days of submittal of the application. All amended applications will be deemed sufficient unless a subsequent letter advising the applicant of any insufficiencies has been mailed within fifteen (15) working days of the date of the resubmittal. The contents of insufficiency letters will be limited to brief explanations of the manner in which insufficient applications do not comply with the formal requirements in Section 34-373.

cc: DCI planner/working file
DCI Zone File

Distributed by: Jamie Princing

Date: 08/30/2004

LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Bob Janes
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yeager
County Attorney

Diana M. Parker
County Hearing
Examiner

Writer's Direct Dial Number: 239-479-8363

July 14, 2004

JOHNSON ENGINEERING, INC.
2158 JOHNSON STREET
FORT MYERS, FL 33901

Re: WEST BAY CLUB RPD
DCI2004-00046 - PDS Application (Minor PD)

Dear JOHNSON ENGINEERING, INC. :

The Zoning Division has reviewed the information provided for the above zoning application. The Land Development Code requires additional information for the application to be sufficient. Please respond to each requirement not satisfied on the attached sufficiency checklists. For your assistance, we have enclosed any additional memoranda from the various Lee County reviewing agencies.

If you do not provide the requested supplements or corrections within 60 calendar days of this letter, the Code requires that this application be considered withdrawn. Please feel free to contact me or the staff reviewers if you have any questions.

Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT
Zoning Division

Bryan Kelner
Principal Planner

cc: Pamela Houck, Division Director
Paul O'Connor, Planning
Joan Henry, Assistant County Attorney
Kim Trebatoski, Environmental Sciences
Roland Ottolini, Natural Resources
Andy Getch, LCDOT
Billie Jacoby, DCD Admin
Kim P. Hoskins, Development Review
DCI Zoning File
DCI Working File

Legal Requirements Sufficiency Checklist

6) All applications requiring a public hearing must include the following: [34-202(a)]

See below.

6c3) If the property encompasses 10 or more acres the survey must be tied to the state plane coordinate system for the Florida West Zone (North America Datum of 1983/1990 Adjustment). [34-202(a)(2)]

Please, tie and display at least (2) coordinates on two opposing corners on the Sketch that accompanies the legal description. "The county prefers that at least one of the coordinates be for the point of beginning". Thanks.

7) Miscellaneous Items.

1. The Disclosure of Interest Form must list the officers and stockholders of the Corporation and indicate their individual percentages of ownership.

2. Before the application can be found Sufficient, the following is needed. The applicant must schedule a public informational meeting with the Estero Planning Community Panel as required by Section [34-373(a)(10)]. Then, provide Staff with a summary memorandum of the meeting containing the following information: the date, time and location of the meeting; a list of attendees; a summary of the concerns of issues that were raised at the meeting; and a proposal for how the applicant will respond to any issues that were raised.

8) Contact. The Planner may be contacted regarding any questions on this Checklist.

Please contact Luis G. Machado, Planning Technician / Zoning at (239) 479-8485 or e-mail: lmachado@leegov.com

Environmental Sciences Planned Development Sufficiency Checklist

2) Protected Species Survey. A Protected Species Survey as required by LDC Section 10-473 must be provided for large projects (as defined in LDC Chapter 10) and Major Planned Developments . [34-373(b)(2)]

Please submit for the land being added.

3) Protected Species Management Plan. Protected species preserve areas must be indicated on the Master Concept Plan; a final management plan as required by LDC Section 10-474 is not required until time of local development order. [10-474]

Pending species survey.

13) Contact. The Environmental Planner may be contacted regarding any question on the Environmental Sciences Sufficiency Checklist.

Kim Trebatoski, Principal Environmental Planner
239-479-8183
trebatkm@leegov.com

Lee County Sufficiency Checklist for Planned Developments, Amendments, and Existing Developments Requesting Planned Development Zoning

1a) The application was signed by the owner of the property or an authorized representative. [34-201(a)(1)a.1.]

The Division of Corporations website states that Christopher McKenna is the Vice President of the corporation. Mr. McKenna must sign all documents (authorization, disclosures, etc.) in his corporate capacity (as V.P.).

1a1) If the owner(s) has authorized an agent to prepare and sign the application and to represent him in all matters pertaining to the application, the agent must provide a document establishing his authority which has been signed by the owner and notarized by a notary public. [34-202(b)(1)c.]

See 1a), above

1c) The fee owner is a corporation, and a duly authorized corporate official initiated the application. [34-201(a)(1)a.3.]

See 1a), above

1c1) The names of all parties having interest in the subject property including the names of all stockholders and the names of beneficiaries of trusts must be provided. [34-201(a)(1)a.3. & 34-202(b)(1)a]

The disclosure of Interest form must state the individual shareholder and list the percentage owned of the corporation. Also, The STRAP number given is not valid and the attached list of STRAP #'s was not attached.

6e) Area location map. A map, at suitable scale, indicating the property described in the legal description. The map must be sufficiently referenced to known major streets or other physical boundaries so as to be clearly identifiable to the general public. [34-202(a)(4)]

Although the area location map shows the boundary of the West Bay Club RPD, please show with additional clarity the location of the two areas affected: Area 3 and the additional lands being added to the RPD.

6f) Property owners list. A complete list of all owners of property subject to this request and their mailing addresses must be provided. If multiple parcels are involved, a map showing the owner's interest must be provided. The names & addresses of property owners will be deemed to be those appearing on the latest county tax rolls. [34-202(a)(5)]

As of this writing, staff has requested the additional mailing labels for all property owners within the development.

12e2) Height. The maximum height, in feet and number of habitable stories, of any proposed buildings or structures. If parking under the buildings is proposed, the number of stories proposed for parking must be indicated and included in the total maximum height of the buildings. [34-373(a)(6)d.ii.]

Administrative Amendment ADD1999-00056, changed Area 3 from multiple family to single family residential development. The request is to reinstate the original approval, for Area 3, Resolution Z-96-005, which permitted multiple-family dwelling units. Deviation 9, Resolution Z-96-005, limited development areas 3, 4, and 5, to a maximum building height of 220 feet and are further limited to a maximum combined total of six multi-family buildings with a maximum total of 630 dwelling units. Of the six multi-family buildings permitted by Deviation 9, how many will the applicant be building on Area 3? Also, what will be the maximum height of the building(s)? Will they be high-rise or mid-rise?

12e3) Residential Dwelling Units. If residential is proposed, the maximum number of dwelling units by type. [34-373(a)(6)d.iii.]

Administrative Amendment ADD1999-00056, changed Area 3 from multiple family to single family residential development. The request is to reinstate the original approval, for Area 3, Resolution Z-96-005, which permitted multiple-family dwelling units. Deviation 9, Resolution Z-96-005, limited development areas 3, 4, and 5, to a maximum 630 dwelling units. However, no number of dwelling units is stated for each area. Given information requested for 12e2), above, what would the number of dwelling units be for Area 3?

12m) Location of Deviations. The location of any requested deviations, keyed to the schedule of deviations, including sample drawings demonstrating the effect the requested deviations will have on the site plan. [34-373(a)(6)l.]

In your application for public hearing, you reference a list of deviations and justifications - Exhibit PH-3.G1. These have not been recieved in the submittal package.

13) Traffic Impact Statement. A traffic impact statement must be provided in a format and to the degree of detail required by a form furnished by the county and in conformance with the adopted county administrative code. [34-373(a)(7)]

In your application for public hearing, you reference a waiver from a Traffic impact Statement. The Traffic Impact Statement waiver has not been recieved in the submittal package. Not withstanding the waiver, Administrative Amendment ADD1999-00056 changed Area 3 from multiple family dwelling units to single family dwelling units and this zoning action will be changing back to multiple family dwelling units. What will the traffic impacts be on the existing community in changing Area 3 from single family to multiple family?

13a) Upon written request, the director may waive the Traffic Impact Statement requirement for minor planned developments. [34-373(a)(7)]

In your application for public hearing, you reference waivers for FLUCCS Map, Protected Species Survey, and Traffic Impact Statement. These waivers have not been recieved in the submittal package. Please provide copies of the approved waivers.

15) Schedule of Deviations. A schedule of deviations and a written justification for each deviation requested as part of the master Concept Plan must be submitted. The location of each requested deviation must be indicated on the Master Concept Plan. [34-373(a)(9)]

See 12m), above.

16a) Surface Water Management System Description. A written description of the proposed surface water management system that includes: [34-373(b)(1)]

In your application submittal, you reference in the Table of Contents, Number 15, Surface Water Management Plan, however this was not include in the submittal package.

17) Waivers. Request(s) for waiver or modification must be submitted to the Director prior to submitting the application. A copy of the request and the Director's written response must accompany the application and will become a part of the permanent file. [34-202(a)]

In your application for public hearing, Table of Contents, you reference waivers for FIUUCS Map, Protected Species Survey, and Traffic Impact Statement. These waivers have not been recieved in the submittal package.

19) If project is located in the Estero Planning Community, applicant must submit a meeting summary document that contains the following information: the date, time, and location of the meeting; a list of attendees; a summary of the concerns or issues that were raised at the meeting; and a proposal for how the applicant will respond to any issues that were raised. [Lee Plan Policy 19.5.3.]

The project is located in the Estero Planning Community and a summary document that contains the following information: date, time, and location of the meeting; a list of attendees; a summary of the concerns or issues that were raised at the meeting; and a proposal for how the applicant will respond to any issues that were raised (Policy 19.5.3. of the Lee Plan). This item was listed in the applicants submittal package Table of Contents but the documentation was not included. Please provide the necessary documentation.

21) Miscellaneous Items.

A. Sheet 3 of the master concept plan has the property development regulations table with notes. Please review the table for completness The first reference note with the asterisk appears to be truncated. Also, the reference note "An overall Imaximum of six (6) high rise buildings may be located within PODs 3, 4". Should this be PODs 3, 4, and 5?

B. Page 3, of the applicant's narrative, Proposed Development/Master Concept Plan, reference is made to 639 dwelliing units within Development Areas 3, 4, and 5. Should this figure be 630 dwelling units in Aeas 3, 4, and 5?

C. Page 3, of the applicant's compliance with the Land Development Code, item (i), the applicant states, "The proposed residential towers will be substantially buffered from existing surrounding uses" Please clarify. Will this be in excessive of what is already approved in Resolution Z-96-005?

D. See attached comments from The School District of Lee County dated, July 6, 2004.

E. Please provide staff with a copy of the Hearing Examiner's recommendation on Case No. 95-06-148.03Z, Resolution Z-96-005.

JOHNSON ENGINEERING

SINCE 1946

September 27, 2004

RECEIVED
SEP 29 2004
AMKW
PERMIT COUNTER

Mr. Bryan Kelner
Principal Planner
Lee County Department of Community Development
P.O. Box 398
Fort Myers, FL 33902-0398

Re: West Bay Club RPD
DCI2004-00046–PDS Application (Minor PD)

Dear Bryan:

The following are responses to your September 20, 2004, checklisted sufficiency items:

Environmental Sciences Planned Development Sufficiency Checklist

2) Protected Species Survey. A Protected Species Survey as required by LDC Section 10-473 must be provided for large projects (as defined in LDC Chapter 10) and Major Planned Developments. [34-373(b)(2)]

As previously requested, please submit for the land being added. The waiver request was denied. ES staff had indicated in meetings that a new species survey for the previously zoned property would not be necessary. A species survey is only needed for the lands *being* added.

Response:

Please refer to the attached Protected Species Survey for the four parcel addition, dated September, 2004.

3) Protected Species Management Plan. Protected species preserve areas must be indicated on the Master Concept Plan; a final management plan as required by LDC Section 10-474 is not required until time of local development order. [10-474] Pending species survey.

Response:

Please refer to the attached Protected Species Survey for the four parcel addition, dated September, 2004.

2158 Johnson Street ▪ Post Office Box 1550 ▪ Fort Myers, Florida 33902-1550
(239) 334-0046 ▪ Fax (239) 334-3661

13) Contact. The Environmental Planner may be contacted regarding any question on the Environmental Sciences Sufficiency Checklist.

Lee County Sufficiency Checklist for Planned Developments, Amendments, and Existing Developments Requesting Planned Development Zoning.

12m) Location of Deviations. The location of any requested deviations, keyed to the schedule of deviations, including sample drawings demonstrating the effect the requested deviations will have on the site plan. (34-373(a)(6)l.]

Thank you for providing the deviations. However, please clarify if these are previously approved deviations or are you requesting additional deviations as part of this zoning action? If there are additional deviations please indicate the numbers of the new deviation requests.

Response:

These are the previously approved deviations.

13a) Upon written request, the director may waive the Traffic Impact Statement requirement for minor planned developments. [34-373(a)(7)]

In your August 2004 resubmittal you provided an application request for a waiver. However, the waiver request has not been signed by the Director. Please provide a copy of the waiver signed by the Director.

Response:

Please refer to the attached signed waiver form, dated September 3, 2004 and signed by the Director, approving the TIS waiver request.

17) Waivers. Request(s) for waiver or modification must be submitted to the Director prior to submitting the application. A copy of the request and the Director's written response must accompany the application and will become a part of the permanent file. [34-202(a)]. Please see 13a), above.

RECEIVED
SEP 29 2004
PERMIT COUNTER

DCI2004-00046

Response:

Please refer to the attached signed waiver form, dated September 3, 2004 and signed by the Director, approving the TIS waiver request.

Should you require additional information, or if you have any questions, please call me at 239.461.2452.

Sincerely,

JOHNSON ENGINEERING, INC.

Stephanie Keyes

Stephanie Keyes, AICP
Principal Planner

SK/fh/JEI#20044403

Attachments

RECEIVED
SEP 29 2004
PERMIT COUNTER

DCI2004-00046

To: zone file.

THE SCHOOL DISTRICT OF LEE COUNTY

2055 CENTRAL AVENUE • FORT MYERS, FLORIDA 33901-3916 • (239) 334-1102 • TTD/TTY (239) 335-1512

LEE COUNTY

04 SEP -8 PM 1:04

DEV
PUB. WKS. CNTR.
FLOOR

JEANNE S. DOZIER
CHAIRMAN • DISTRICT 2

ELINOR C. SCRICCA, PH.D.
VICE CHAIRMAN • DISTRICT 5

ROBERT D. CHILMONIK
DISTRICT 1

JANE E. KUCKEL, PH.D.
DISTRICT 3

STEVEN K. TEUBER
DISTRICT 4

JAMES W. BROWDER, ED.D.
SUPERINTENDENT

KEITH B. MARTIN
BOARD ATTORNEY

September 2, 2004

Mr. Bryan Kelner
Lee County Development Services Division
P.O. Box 398
Fort Myers, FL 33902-0398

Re: West Bay Club RPD, DCI Substantive Review, Case #DCI2004-00046

Dear Mr. Kelner:

Thank you for the opportunity to review West Bay Club RPD for substantive comments with regard to educational impacts. This proposed development is in the South Choice Zone of the District, off Williams Road in the Estero Planning Area. This letter is in response to your request dated August 27, 2004.

From the material submitted, it appears that the request being made by the applicant is for the addition of one acre, which will have four single family homes on it. However, these four single family homes are included in the total number of dwelling units in the project, which was previously approved at 1,121. Therefore the applicant's request to add one acre is not anticipated to have educational impacts.

Thank you for your attention to this issue. If I may be of further assistance, please give me a call at (239) 479-4205.

Sincerely,

Kathy Babcock

Kathy Babcock, Long Range Planner
Department of Construction and Planning

Cc: William G. Moore, Jr.
Executive Director, School Support

LEE COUNTY
RECEIVED
SEP -3 AM 8:54
DEV/
CNTR.

August 31, 2004

Mr. Bryan Kelner, Principal Planner
Lee County Department of Community Development
Zoning Division
PO Box 398
Fort Myers, FL 33902-0398

Re: WEST BAY CLUB RPD

DC12004-00046 – PDS Application

Dear Mr. Kelner:

We spoke in July regarding the referenced project. You were kind enough to provide me with information regarding the application review process and the courtesy notice that was planned to be sent out.

Since our conversation in early July, several residents within West Bay, myself included, have seen fit to incorporate a voluntary property owners association. We accomplished this with the assistance of Mr. Tom Hart, our counsel, from the firm Knott, Consoer, Ebelini, Hart & Swett, P.A.

Considering the fact that the vast majority of property owners at West Bay Club are not 12 month residents, we are greatly encouraged by the fact that nearly 30% of the property owners have already sent in their membership applications and checks within the last few weeks.

The purpose for my contact is three-fold. First, we want to make you aware that there is a group of people that are highly interested and concerned about any changes in the development of the Community. Second, we will be interested in participating in any opportunities that allow for our participation in the review of proposals/applications submitted by the developer or its' representative(s). Third, if possible, we as a group, would like to be notified when permit applications or rezoning applications are made that effect the West Bay property. I will contact you within the next several days to discuss our organizations' interests.

If you wish to contact me, I can be reached at 239/949-4250

Sincerely yours,

Don Vilnius

Vice President
West Bay Club POA, Inc

Cc: P. Houck, Lee Cty; J. Henry, Lee Cty; T. Hart; WBCPOA, BOD

LEE COUNTY
RECEIVED
04 SEP -3 AM 8:54
COMM. DEV/
PUB. WRKS. CNTR.
SECOND FLOOR

August 31, 2004

Mr. Bryan Kelner, Principal Planner
Lee County Department of Community Development
Zoning Division
PO Box 398
Fort Myers, FL 33902-0398

Re: WEST BAY CLUB RPD

DC12004-00046 – PDS Application

Dear Mr. Kelner:

We spoke in July regarding the referenced project. You were kind enough to provide me with information regarding the application review process and the courtesy notice that was planned to be sent out.

Since our conversation in early July, several residents within West Bay, myself included, have seen fit to incorporate a voluntary property owners association. We accomplished this with the assistance of Mr. Tom Hart, our counsel, from the firm Knott, Consoer, Ebelini, Hart & Swett, P.A.

Considering the fact that the vast majority of property owners at West Bay Club are not 12 month residents, we are greatly encouraged by the fact that nearly 30% of the property owners have already sent in their membership applications and checks within the last few weeks.

The purpose for my contact is three-fold. First, we want to make you aware that there is a group of people that are highly interested and concerned about any changes in the development of the Community. Second, we will be interested in participating in any opportunities that allow for our participation in the review of proposals/applications submitted by the developer or its' representative(s). Third, if possible, we as a group, would like to be notified when permit applications or rezoning applications are made that effect the West Bay property. I will contact you within the next several days to discuss our organizations' interests.

If you wish to contact me, I can be reached at 239/949-4250

Sincerely yours,

Don Vilnius

Vice President
West Bay Club POA, Inc

Cc: P. Houck, Lee Cty; J. Henry, Lee Cty; T. Hart; WBCPOA, BOD

JOHNSON ENGINEERING

SINCE 1946

August 24, 2004

RECEIVED
AUG 27 2004
PERMIT COUNTER

Mr. Bryan Kelner
Principal Planner
Lee County Department of Community Development
P.O. Box 398
Fort Myers, FL 33902-0398

Re: West Bay Club RPD
DC 12004-00046 – PDS Application (Minor PD)

Dear Bryan:

The following are responses to your July 14, 2004, checklisted sufficiency items:

Legal Requirements Sufficiency Checklist

Please, tie and display at least (2) coordinates on two opposing corners on the Sketch that accompanies the legal description. "The county prefers that at least one of the coordinates be for the point of beginning". Thanks.

Response:

Please see attached revised sketch that corrects this issue per the County's request.

7) Miscellaneous Items.

1. The Disclosure of Interest Form must list the officers and stockholders of the Corporation and indicate their individual percentages of ownership.

Response:

Please see the attached revised disclosure of interest form that provides the disclosure as a corporation and lists the signature of the Vice-President of the Corporation, thereby eliminating the need to list officers and stockholders of the corporation, as it is a publicly traded entity.

2. Before the application can be found Sufficient, the following is needed. The applicant must schedule a public informational meeting with the Estero Planning Community Panel as required by Section [34-373(a)(10)]. Then, provide Staff with a summary memorandum of the meeting

DCI2004-00046

2158 Johnson Street ▪ Post Office Box 1550 ▪ Fort Myers, Florida 33901-1550
(239) 334-0046 ▪ Fax (239) 334-3661

containing the following information: the date, time and location of the meeting; a list of attendees; a summary of the concerns of issues that were raised at the meeting; and a proposal for how the applicant will respond to any issues that were raised.

Response:

Please see the attached minutes of the public informational meeting held with the Estero Planning Community Panel on May 10, 2004, Public Meeting # 50. A Summary Memorandum of the meeting is also included with the necessary required information.

Environmental Sciences Planned Development Sufficiency Checklist

2) Protected Species Survey. Please submit for the land being added.

Response:

Please see attached waiver request that was submitted following the application. The applicant had previously received verbal approval from staff that this item was not required, as a Protected Species Survey already exists for the overall site and this request does not change any of these areas other than adding four lots to the overall tract.

3) Protected Species Management Plan. Protected species preserve areas must be indicated on the Master Concept Plan; a final management plan as required by LDC Section 10-474 is not required until time of local development order. [10-474]. Pending species survey.

Response:

See response to #2.

1a) The Division of Corporations website states that Christopher McKenna is the Vice President of the corporation. Mr. McKenna must sign all documents (authorization, disclosures, etc.) in his corporate capacity (as V.P.).

Response:

Please see revised documents in Mr. McKenna's corporate capacity as Vice President.

1a1) If the owner(s) has authorized an agent to prepare and sign the application and to represent him in all matters pertaining to the application, the agent must provide a document establishing his authority which has been signed by the owner and notarized by a notary public. [34-202(b)(1)c.] See 1 a), above

Response:

See 1a) above.

RECEIVED
AUG 27 2004
DCI2004-00046 PERMIT COUNTER

1c) The fee owner is a corporation, and a duly authorized corporate official initiated the application. [34-201(a)(1)a.3.] See 1 a), above

Response:

See 1a) above, the owner is a corporation and a duly authorized corporate official initiated the application.

1c1) The disclosure of Interest form must state the individual shareholder and list the percentage owned of the corporation. Also, The STRAP number given is not valid and the attached list of STRAP #'s was not attached.

Response:

Please see the revised documentation that the applicant is a public corporation and therefore individual shareholders cannot be disclosed. The STRAP# given is correct.

6e) Area location map. Although the area location map shows the boundary of the West Bay Club RPD, please show with additional clarity the location of the two areas affected: Area 3 and the additional lands being added to the RPD.

Response:

Please see new attached area location map that depicts the location of the two affected areas more clearly.

6f) Property owners list. A complete list of all owners of property subject to this request and their mailing addresses must be provided. If multiple parcels are involved, a map showing the owner's interest must be provided. The names & addresses of property owners will be deemed to be those appearing on the latest county tax rolls. X34-202(a)(5)]

As of this writing, staff has requested the additional mailing labels for all property owners within the development.

Response:

The additional mailing labels for all property owners within the development have already been submitted to staff.

12e2) Height. Administrative Amendment ADD1999-00056, changed Area 3 from multiple family to single family residential development. The request is to reinstate the original approval, for Area 3, Resolution Z-96-005, which permitted multiple-family dwelling units. Deviation 9, Resolution Z-96-005, limited development areas 3, 4, and 5, to a maximum building height of 220 feet and are further limited to a maximum combined total of six multi-family buildings with a maximum total of 630 dwelling units. Of the six multi-family buildings permitted by Deviation 9, how many will the applicant be building on Area 3? Also, what will be the maximum height of the

RECEIVED
AUG 27 2004
PERMIT COUNTER

building(s)? Will they be high-rise or mid-rise?

Response:

The buildings will all be built to a maximum height of 220 feet as previously approved. They will be high-rise buildings. There will be one building with a common pedestal which then transition into 20 stories – two towers with 110 units in each tower for a total of 220 units on this pod. This has previously been referenced Pod 4, referred to as Water's Edge, on previous concept plans. The island, which is area 5 and also Pod 5, will have one building with 110 units, also 220 total (20 stories over 2 stories of parking is anticipated). Finally, area 3, or Pod 3 which is the area undergoing the rezoning to recapture the original request, is proposed to have three buildings, 100 units each, with a maximum height of 220 each. This would be a total of 300 units for area 3, 110 units for area 5 and 220 for area 4, for the total high-rise of 630 units.

12e3) Residential Dwelling Units. Administrative Amendment ADD1999-00056, changed Area 3 from multiple family to single family residential development. The request is to reinstate the original approval, for Area 3, Resolution Z-96-005, which permitted multiple-family dwelling units. Deviation 9, Resolution Z-96-005, limited development areas 3, 4, and 5, to a maximum 630 dwelling units. However, no number of dwelling units is stated for each area. Given information requested for 12e2), above, what would the number of dwelling units be for Area 3?

Response:

The number of dwelling units would be a total maximum of 630 units for the three areas. The maximum number of dwelling units for Area 3 will be 300 units total in three buildings, with 100 units in each building at a height of 220 feet, as stated above.

12m) Location of Deviations. The location of any requested deviations, keyed to the schedule of deviations, including sample drawings demonstrating the effect the requested deviations will have on the site plan. [34-373(a)(6)1].

In your application for public hearing, you reference a list of deviations and justifications – (see attached) **Exhibit PH-3.G1**. These have not been received in the submittal package.

13) Traffic Impact Statement.

In your application for public hearing, you reference a waiver from a Traffic impact Statement. The Traffic Impact Statement waiver has not been received in the submittal package. Not withstanding the waiver, Administrative Amendment ADD1999-00056 changed Area 3 from multiple family dwelling units to single family dwelling units and this zoning action will be changing back to multiple family dwelling units. What will the traffic impacts be on the existing community in changing Area 3 from single family to multiple family?

Response:

Please see Response to Item 2) with regards to the waiver. In addition, an analysis of the traffic

DCI2004-00046 RECEIVED AUG 27 2004 PERMIT COUNTER

impacts on the existing community in changing Area 3 from single-family to multi-family has been completed by David Plummer and Associates. (see attached documents)

13a) Upon written request, the director may waive the Traffic Impact Statement requirement for minor planned developments. [34-373(a)(7)]

In your application for public hearing, you reference waivers for FLUCCS Map, Protected Species Survey, and Traffic Impact Statement. These waivers have not been received in the submittal package. Please provide copies of the approved waivers.

Response:

Please see item 2). The request was submitted.

16a) Surface Water Management System Description. A written description of the proposed surface water management system that includes: [34-373(b)(1)]

In your application submittal, you reference in the Table of Contents, Number 15, Surface Water Management Plan, however this was not include in the submittal package.

Response:

Please see attached permits.

17) Waivers. In your application for public hearing, Table of Contents, you reference waivers for FIUUCS Map, Protected Species Survey, and Traffic Impact Statement. These waivers have not been received in the submittal package.

Response:

Please see items 2) and 13a) above.

19) The project is located in the Estero Planning Community and a summary document that contains the following information: date, time, and location of the meeting; a list of attendees; a summary of the concerns or issues that were raised at the meeting; and a proposal for how the applicant will respond to any issues that were raised (Policy 19.5.3. of the Lee Plan). This item was listed in the applicants submittal package Table of Contents but the documentation was not included. Please provide the necessary documentation.

Response:

Please see attached documentation minutes and summary memorandum, as well as response to item 2) above.

21) Miscellaneous Items.

RECEIVED
AUG 27 2004
PERMIT COUNTER

DCI2004-00046

A. Sheet 3 of the master concept plan has the property development regulations table with notes. Please review the table for completeness The first reference note with the asterisk appears to be truncated. Also, the reference note "An overall Maximum of six (6) high rise buildings may be located within PODs 3, 4". Should this be PODs 3, 4, and 5?

Response:

Yes, this should have read POD's 3, 4 and 5 and the MCP has been amended accordingly.

B. Page 3, of the applicant's narrative, Proposed Development/Master Concept Plan, reference is made to 639 dwellings units within Development Areas 3, 4, and 5. Should this figure be 630 dwelling units in Areas 3, 4, and 5?

Response:

Yes, the figure should be 630 dwelling units and the MCP has been amended accordingly.

C. Page 3, of the applicant's compliance with the Land Development Code, item (i), the applicant states, "The proposed residential towers will be substantially buffered from existing surrounding ses" Please clarify. Will this be in excessive of what is already approved in Resolution Z-96-005?

Response:

The towers will be buffered in accordance with Resolution Z-96-005.

E. Please provide staff with a copy of the Hearing Examiner's recommendation on Case No. 95-06-148.03Z, Resolution Z-96-005.

Response:

Please see attached copy.

Should you require additional information, or if you have any questions, please call me at 239.461.2452.

Sincerely,

JOHNSON ENGINEERING, INC.

Stephanie Keyes

Stephanie Keyes, AICP
Principal Planner

SK/fh/JEI#20044403

Attachments

RECEIVED
AUG 27 2004
PERMIT COUNTER

DCI2004-00046

LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Bob Janes
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing Examiner

Writer's Direct Dial Number: 479-8585

December 20, 2004

Johnson Engineering Inc.
David Willems, P.E.
2158 Johnson Street
Fort Myers, FL 33901

Re: Agenda Schedule for West Bay Club RPD (fka Estero Point RPD)
Case No. DCI2004-00046

Dear Mr. Willems:

Your zoning request has been scheduled before the Hearing Examiner on January 19, 2005, at 9:00 a.m. The hearing will be conducted in the Hearing Examiner Meeting Room, 1500 Monroe St., Ft. Myers, FL.

Be advised all exhibits presented to Hearing Examiner will be retained for the records. The Hearing Examiner encourages the applicant to provide reduced copies of these exhibits for the record as an alternative to a full size copy.

Your zoning sign will be ready for pickup any time after December 22, 2004, at the drive-thru window at 1500 Monroe St., Ft. Myers, FL. This sign must be posted in accordance with Department procedures no later than January 4, 2005, and is to remain posted until final decision is rendered.

Call if you have any questions.

DEPARTMENT OF COMMUNITY DEVELOPMENT
Zoning Division

Jessica M. Smith
Administrative Assistant

cc: West Bay Club Development Corp.
Mr. Russell Schropp
Mr. Bryan Kelner, Principal Planner
Zoning File

To zone file.

MEMORANDUM
FROM THE
DEPARTMENT OF COMMUNITY DEVELOPMENT
DEVELOPMENT SERVICES DIVISION

DATE: December 28, 2004

TO: Bryan Kelner
Principal Planner

FROM: Robert G. Rentz, P.E.
Development Review Engineer

RE: **West Bay Club**
Case No. DCI2004-00046

Based on the ITE Trip Generation Report 7th Edition the proposed rezoning will generate virtually the same traffic as the previously approved zoning.

No new uses are proposed, and no increase in the number of dwelling units is proposed. Therefore, no existing levels of service, or existing traffic distribution, should change as a result of the proposed rezoning.

RGR
S:/WRITERS/RENTZRG/DCI200400046SUBSTANTIVETRAFFICCOMMENTS

ZONING DIVISION
LEE COUNTY
PLANNED DEVELOPMENT SUBSTANTIVE REVIEW
TRANSMITTAL SHEET

TO: Distribution
Dawn Lehnert, Asst County Attorney
DS Reviewer - Kim P. Hoskins
TIS Reviewer - Bob Rentz
Paul O'Connor, Planning
Kim Trebatoski, Environmental Sciences
Andy Getch, LCDOT
Tina Silcox, Lee County School District
Roland Ottolini, Natural Resources
Luis Machado, Zoning

FROM: Bryan Kelner

DATE: 12/27/2004

PROJECT NAME: WEST BAY CLUB RPD

CASE #: DCI2004-00046

INFORMATION SUMMARY:

To update your file
_X_ Review and forward substantive comments **ASAP**.

RESPONSE REQUIRED BY: 01/03/2005

Additional Comments:

For your information: See attached high-rise proposal for Development Area 3 along with low-rise villas.

cc: DCI planner/working file
DCI Zone File

Distributed by: Luisa V Villa

Date: 12/27/2004

JOHNSON ENGINEERING

SINCE 1946

RECEIVED
DEC 27 2004
PERMIT COUNTER
1242

LETTER OF TRANSMITTAL

Via: ☐ *Regular Mail* ☐ *Federal Express* ☒ *Hand Delivery*

DCI 2004-00046

To: **Bryan Kelner**
Lee County Zoning
1500 Monroe Street
Fort Myers, FL 33901

Date: **12/27/04**

Project No. **20044403**

Project Name **DCI2004-00046**
West Bay Club

We are sending you the following: ☒ Attached ☐ Under Separate Cover

Copies	Drawing No.	Description
2		**Tower Site Plan for West Lake Court (24" X 36")**
1		**Tower Site Plan for West Lake Court (11" X 17")**

These are transmitted as checked below:

☐ For approval ☐ Approved as submitted ☒ As requested

☐ For your information ☐ Approved as noted ☐ See remarks

☐ For review and comment ☐ Returned for corrections

Remarks:

Copy:

Signed:

Name: **Anthony Garn**

Title: **Planning Technician**

2158 Johnson Street ▪ Post Office Box 1550 ▪ Fort Myers, Florida 33901-1550
(239) 334-0046 ▪ Fax (239) 334-3661

LEE COUNTY
SOUTHWEST FLORIDA

COURTESY NOTICE
OF RECEIPT OF ZONING APPLICATION

Date:	July 14, 2004
Case Number:	DCI2004-00046
Case Name:	WEST BAY CLUB RPD
Request:	1. Restore Area 3 to a multi-family residential area originally approved in Resolution Z-96-005. Area 3 was amended by administrative amendment ADD1999-00056 to a single-family residential area. This will restore high rise multi-family residential development for Area 3; and 2. Add 1.6± acres to the West Bay Club RPD, Area 9, to allow for the addition of four (4) single-family residential lots with no increase in the total number of dwelling units.
Location:	West Bay Blvd, Estero, FL (US 41 south to Williams Rd. Williams Rd west approx 5412 feet to West Bay Club)
Location Map:	SEE REVERSE
PROPERTY OWNER'S REPRESENTATIVE:	JOHNSON ENGINEERING, INC. 239-334-0046
Lee County Planner:	Bryan Kelner 239-479-8363

The file may be reviewed Monday through Friday between the hours of 7:30 a.m. and 4:30 p.m. at the Lee County Development Services Division, 1500 Monroe St., Fort Myers, FL 33901. Call 239/479-8585 for additional information.

This is a courtesy notice. A public hearing date has not yet been set. You will receive another notice once the hearing date and time have been established.

JMP

30-46-25-07-00RC1.0000
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-07-00LK1.0000
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-07-00MF1.0000
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-08-00000.00CE
TURTLE POINTE AT WEST BAY CLUB
19551 MARSH POINTE RUN
ESTERO, FL 33928

31-46-25-08-00001.0102
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-08-00001.0202
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-08-00002.0102
FISHMAN JAY S + BARBARA A
2248 PLANETREE CT
COLUMBUS, OH 43235

31-46-25-08-00002.0202
WORLEY JAMES A JR + LINDA COTR
P O BOX 1375
CHEROKEE, NC 28719

31-46-25-08-00003.0102
SHANKLIN WILLIAM E +
14300 LONG AV
MIDLOTHIAN, IL 60445

31-46-25-08-00003.0202
RODE PATRICIA O
19520 MARSH POINTE RUN #202
ESTERO, FL 33920

31-46-25-07-00C12.0000
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-07-00LS8.0000
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-07-00RD8.0000
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-08-00001.0101
MANTLE RAYMOND G + CATHERINE
OVERTON GRANGE FARM
OVERTON LUDLOW SHROPSHIRE,
UNITED KINGDOM

31-46-25-08-00001.0201
RANDA LARRY K TR 1/2 INT
8537 CLYNDERVEN
BURR RIDGE, IL 60527

31-46-25-08-00002.0101
OJEDA PEDRO + MARY
2144 OAKLAND RIDGE DR
KALAMAZOO, MI 49008

31-46-25-08-00002.0201
PATTERSON WARREN D + MARY C K
2862 MANCHESTER RD
SHAKER HEIGHTS, OH 44122

31-46-25-08-00003.0101
CONNORS JOHN J + BARBARA G
3 STONE MEADOW DR
WESTWOOD, MA 02090

31-46-25-08-00003.0201
VANWAGONER JAMES C + SALLY J
19520 MARSH POINT RUN
#3-201
ESTERO, FL 33928

31-46-25-08-00004.0101
BROWNING KENNETH R + AMANDA B
5546 OAK GROVE DR
LONG GROVE, IL 60047

31-46-25-08-00004.0102
RINGIEWICZ PAUL DR TR
1223 PROVIDENCE RD
MEDIA, PA 19063

31-46-25-08-00004.0202
LIBELL CHARLES F +
1081 SEDGWICK COURT
COLUMBUS, OH 43235

31-46-25-08-00005.0102
WILEY MICHAEL W + HOLLY W
12448 GLEN DURGAN DR
CARMEL, IN 46032

31-46-25-08-00005.0202
OCONNELL JOHN T + CELESTE J
129 INDIAN WOOD LN
INDIANHEAD PARK, IL 60525

31-46-25-08-00006.0102
EMMONS DAVID E
111056 WINDERMERE BLVD
FISHERS, IN 46038

31-46-25-08-00006.0202
MCEUAN RON H + ELIZABETH
C/O R + E MCEUAN
PENTHOUSE 4 GUILDWOOD PKWY
SCARBOROUGH, ON M1W 3P1
CANADA

31-46-25-08-00007.0102
BEHRENS ERNEST A JR TR +
1650 FIELD ST
FERNANDINA BEACH, FL 32034

31-46-25-08-00007.0202
BIELING ERNEST C + DARBY K
44 LENOX RD
WAYNE, NJ 07470

31-46-25-08-00008.0102
BOND KAYE L
P O BOX 1393
GULF SHORES, AL 36547

31-46-25-08-00008.0202
BROWN SUSAN L
19570 MARSH POINTE RUN #202
ESTERO, FL 33928

31-46-25-08-00004.0201
WEISS KAREN M
19530 MARSH POINTE RUN #201
ESTERO, FL 33928

31-46-25-08-00005.0101
HUMBLE PAUL TERRENCE TR
514 TRACEMORE LANE
WEST LIBERTY, OH 43357

31-46-25-08-00005.0201
JARRES LARRY F + SHELIA T
3N069 CAMPTON WOODS DR
ELBURN, IL 60119

31-46-25-08-00006.0101
BELDEN PAUL D + CAROL S
10554 HYDE PARK
CARMEL, IN 46032

31-46-25-08-00006.0201
FITZPATRICK THOMAS + LOISANNE
643 OLYMPIA HILLS CIR
BERWYN, PA 19312

31-46-25-08-00007.0101
ODONNELL HAROLD D + JENNIFER R
690 MINT HILL
LEXINGTON, KY 40509

31-46-25-08-00007.0201
WALLIS CHARLES E + LESLIE S
10 MOUNTAIN LAURELS 303
NASHUA, NH 03062

31-46-25-08-00008.0101
ARAKELIAN ROBERT + JACQUELIN A
19570 MARSH POINTE RUN #101
ESTERO, FL 33928

31-46-25-08-00008.0201
STEVENSON WILLIAM T
19570 MARSH POINTE RUN #201
ESTERO, FL 33928

31-46-25-08-00009.0101
MAYBERRY JOHN A + LINDA J
135 DAVENPORT FARM LANE WEST
STAMFORD, CT 06903

All data is current at time of printing and subject to change without notice.

31-46-25-08-00009.0102
SCHNORF RICHARD P +
5420 BLACKHAWK FOREST DR
WESTERVILLE, OH 43082

31-46-25-08-00009.0201
QUANE DANIEL E + VIRGINIA
930 BARTLETT TER
LIBERTYVILLE, IL 60048

31-46-25-08-00009.0202
VIAZANKO ROBERT J + LINDA G
47237 MALBURG WAY DR
MACOMB, MI 48044

31-46-25-08-00010.0101
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-08-00010.0102
DAVIS JOHN DOUGLAS TR
19081 RIDGEPOINT DR #102
ESTERO, FL 33928

31-46-25-08-00010.0201
LONGO PAUL + ANN MARIE
53 SINGWORTH ST
OYSTER BAY, NY 11771

31-46-25-08-00010.0202
RIES JAMES R
19081 RIDGEPOINT DR #202
ESTERO, FL 33928

31-46-25-08-00011.0101
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-08-00011.0102
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-08-00011.0201
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-08-00011.0202
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-08-00012.0101
MAIETTA ROBERT J 1/2 +
1260 BIRCH POND TRAIL
WHITE BEAR LAKE, MN 55110

31-46-25-08-00012.0102
PAYNE SUSAN R
6 SKOPELOS CIR
ANDOVER, MA 01810

31-46-25-08-00012.0201
CROWL JEFFREY W 1/3 +
6069 PARIS AV NE
LOUISVILLE, OH 44641

31-46-25-08-00012.0202
BIELING THOMAS G + MAUREEN
2214 BRIAR HILL DR
CHAMPAGNE, IL 61822

31-46-25-08-00023.0101
CAMPBELL RONALD EUGENE TR +
4995 MARSH TURTLE TRAIL #101
ESTERO, FL 33928

31-46-25-08-00023.0102
SACKETT JOHN + ELLEN R
4995 MARSH TURTLE TRL #102
ESTERO, FL 33928

31-46-25-08-00023.0201
NARATIL THOMAS A + MARLENE A
113 WILLIAMSBURG COURT
NEW BURGH, NY 12550

31-46-25-08-00023.0202
SCRIBNER GERALD B
1909 MEADOW LN
WYOMISSING, PA 19610

31-46-25-08-00024.0101
FORD JAMES R + MARGARET M
107 JORDAN LN
NASSAU, NY 12123

DOT 2004 00042

31-46-25-08-00024.0102
DICK RAYMOND J + ELAINE M
19521 MARSH POINTE RUN #102
ESTERO, FL 33928

31-46-25-08-00024.0201
HANLON KEVIN J
P O BOX 91
MCAFEE, NJ 07428

31-46-25-08-00024.0202
WALLACE CHARLES + MARY ANN
19521 MARSH POINTE RUN #202
ESTERO, FL 33928

31-46-25-08-00025.0101
HEGGLAND ROY + BARBARA
20050 CHAPEL TRACE
ESTERO, FL 33928

31-46-25-08-00025.0102
AVON SHORES LLC
2240 PEREGRINE WAY
AVON, OH 44011

31-46-25-08-00025.0201
FALINI JAMES BRAIN +
4990 MARSH TURTLE TRL #201
ESTERO, FL 33928

31-46-25-08-00025.0202
NEVARA JAMES C JR +
1370 LAUREL OAKS
STREAMWOOD, IL 60107

31-46-25-08-00026.0101
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-08-00026.0102
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-08-00026.0201
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-08-00026.0202
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-09-00000.00CE
INDIGO SHORES AT WEST BAY CLUB
,

31-46-25-09-00001.0101
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-09-00001.0102
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-09-00001.0201
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-09-00001.0202
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-09-00002.0101
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-09-00002.0102
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-09-00002.0201
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-09-00002.0202
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-09-00003.0101
WATERS JAMES R +
5051 INDIGO BAY BLVD #101
ESTERO, FL 33928

31-46-25-09-00003.0102
ROSSITER WILLIAM T +
5051 INDIGO BAY BLVD #102
ESTERO, FL 33928

31-46-25-09-00003.0201
DOANE HOWARD J + KATHRYN L
56 WHITEHALL RD
AMSBURY, MA 01913

31-46-25-09-00003.0202
PATTERSON WARREN D+ MARY CLARE
2862 MANCHESTER RD
SHAKER HEIGHTS, OH 44122

31-46-25-09-00004.0101
BIELEN ALAN V + LESLIE D
5041 INDIGO BAY BLVD #101
ESTERO, FL 33928

31-46-25-09-00004.0102
BARILE MICHAEL G
4975 BONITA BEACH RD #PH-5
BONITA SPRINGS, FL 34134

31-46-25-09-00004.0201
CRANE FRANK J + THERESIA G
3230 COMFORT RD
NEW HOPE, PA 18938

31-46-25-09-00004.0202
SMITH JOHN D + MARY F
521 CARLISLE CT
GLEN ELLYN, IL 60137

31-46-25-09-00005.0101
DRUCKENMILLER ORVILLE O +
5031 INDIGO BAY BLVD #101
ESTERO, FL 33928

31-46-25-09-00005.0102
FOWLER THOMAS A
5031 INDIGO BAY BLVD #102
ESTERO, FL 33928

31-46-25-09-00005.0201
GOLDBERG MICHAEL S + SHARON A
9950 E PROGRESS CIR
GREENWOOD VILLAGE, CO 80111

31-46-25-09-00005.0202
HERR J MICHAEL + NANCY A
114 RUE MARSEILLE
DAYTON, OH 45429

31-46-25-09-00006.0101
REFKIN MARTHA L
5021 INDIGO BAY BLVD #101
ESTERO, FL 33928

31-46-25-09-00006.0102
DRUCKENMILLER LANCE
218 IRVING PL
BASKINGRIDGE, NJ 07920

31-46-25-09-00006.0201
BROUGHTON STEVEN C + JANET
5021 INDIGO BAY BLVD #201
ESTERO, FL 33928

31-46-25-09-00006.0202
GILL KENNETH E +
5021 INDIGO BAY BLVD #202
ESTERO, FL 33928

31-46-25-09-00007.0101
DOZIER RANDOLPH S + JULIA D
160 MOTTHAVEN DR
FAIRFIELD GLADE, TN 38558

31-46-25-09-00007.0102
SCHIEFER DONALD + BARBARA
701 BIMINI LN
PUNTA GORDA, FL 33950

31-46-25-09-00007.0201
FERRI PETER C +
5011 INDIGO BAY BLVD #201
ESTERO, FL 33928

31-46-25-09-00007.0202
BUTLER JARED W + MARTHA H
2222 S WABASH AVE
KOKOMO, IN 46902

All data is current at time of printing and subject to change without notice.

31-46-25-09-00008.0101
MILITTI EDWARD J
1125 S 103RD ST STE 500
OMAHA, NE 68124

31-46-25-09-00008.0102
GRINDEL MANFRED W + GISELA
50 E MALL DR
MELVILLE, NY 11747

31-46-25-09-00008.0201
BRICK BETTY D
905 MT EYRE RD
NEWTON, PA 18940

31-46-25-09-00008.0202
LARIMORE SHARON D
5001 INDIGO BAY BLVD #202
ESTERO, FL 33928

31-46-25-09-00009.0101
SLAMIN FREDERICK J + SANDRA S
19000 SAPPHIRE SHORES LN #101
ESTERO, FL 33928

31-46-25-09-00009.0102
DAKENS LESLIE P + MARIJANE
1509 SHERBROOKE ST W #68
MONTREAL, QC H3G 1M1
CANADA

31-46-25-09-00009.0201
1453210 ONTARIO LIMITED
32 BERNARD AV
TORONTO, ON M5R 1R2
CANADA

31-46-25-09-00009.0202
ENGLISH STEPHANIE A TR
19000 SAPPHIRE SHORES LN #202
ESTERO, FL 33928

31-46-25-09-00010.0101
CHARETTE PATRICK J + MAXINE E
26 JILLION CIR
WEST HARTFORD, CT 06107

31-46-25-09-00010.0102
VANDEMERKT RICHARD J TR +
19 S OLD MILL LN
BIRR RIDGE, IL 60521

31-46-25-09-00010.0201
CROPPER MARSHALL E + JEANETTE
19010 SAPPHIRE SHORES LN #201
ESTERO, FL 33928

31-46-25-09-00010.0202
LUNDY FRANK B II + CAROLYN KAY
501 UPLAND RD
WILLIAMSPORT, PA 17701

31-46-25-09-00011.0101
KEPHART ROGER R +
10478 BUXTON PL
POWELL, OH 43065

31-46-25-09-00011.0102
GRIGG CYNTHIA DIANE TR
13 E HANNUM BLVD
SAGOMAW, MI 48602

31-46-25-09-00011.0201
DANZIG MICHAEL D + JANICE
5010 ROYAL SHORES DR #201
ESTERO, FL 33928

31-46-25-09-00011.0202
JEWETT WILLIAM M + PATRICIA C
5 IVINS PLACE
RUMSON, NJ 07760

31-46-25-09-00012.0101
HEIMAN DAVID G + LYNN G
ONE COUNTRY LN
PEPPER PIKE, OH 44124

31-46-25-09-00012.0102
WORTHINGTON JOSEPH W CO TR +
5000 ROYAL SHORES DR #102
ESTERO, FL 33928

31-46-25-09-00012.0201
HARRINGTON VICKI C
4 CHERRY HILLS DR
PEKIN, IL 61554

31-46-25-09-00012.0202
MINCH GEORGE H + CLARA H
5000 ROYAL SHORES DR #202
ESTERO, FL 33928

31-46-25-09-00013.0101
LAWSON DAVID D + JOYCE E
P O BOX 228
GWYNEDD VALLEY, PA 19437

31-46-25-09-00013.0102
SALES WALTER R TR
26 RIVERSIDE DR
BOZEMAN, MT 59715

31-46-25-09-00013.0201
GUCKEL GUNTER + LINDA K
5060 INDIGO BAY BLVD #201
ESTERO, FL 33928

31-46-25-09-00013.0202
ANDREOTTI JAMES P + JOAN U
#202
5060 INDIGO BAY BLVD
ESTERO, FL 33928

31-46-25-09-00014.0101
REDLINGER DONALD JOHN
1540 CLUBHOUSE DR
STEAMBOAT SPRINGS, CO 80487

31-46-25-09-00014.0102
MUGFORD EDWIN W + DIANE
8 BROAD RUN
MANAKIN SABOT, VA 23103

31-46-25-09-00014.0201
OLSEN ROY + RAGNHILD
152 BROOKSIDE LANE
ARLINGTON, NJ 07856

31-46-25-09-00014.0202
HALL PATSI F TR
4 BROAD RUN LN
MANAKIN-SABOT, VA 23103

31-46-25-09-00015.0101
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-09-00015.0102
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-09-00015.0201
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-09-00015.0202
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-09-00016.0101
HATCH JAY P +
4 BALMORAL DR
STRATHAM, NH 03885

31-46-25-09-00016.0102
BRICE ROBERT J + ROSEMARY L
5070 INDIGO BAY BLVD #102
ESTERO, FL 33928

31-46-25-09-00016.0201
BETTENDORF FRANK J +
2010 ALADDIN WOODS CT
COLUMBUS, OH 43212

31-46-25-09-00016.0202
HART THOMAS G + KATHRYN D
5070 INDIGO BAY BLVD # 202
ESTERO, FL 33928

31-46-25-09-00017.0101
BOW RITA A
5080 INDIGO BAY BLVD #101
ESTERO, FL 33928

31-46-25-09-00017.0102
STEVENS MICHAEL D + JOSEPHINE
3180 CHERRY HILL DR
BROOKFIELD, WI 53005

31-46-25-09-00017.0201
KOVALSKY KENNETH + PRISCILLA
5080 INDIGO BAY BLVD #201
ESTERO, FL 33928

31-46-25-09-00017.0202
DIEHL WILLIAM GARY TR
637 TIMBER CREEK DR
AKRON, OH 44333

31-46-25-09-00018.0101
MERENDA ROBERT J + ROBERTA M
1304 DELANCEY WAY
MARLTON, NJ 08053

31-46-25-09-00018.0102
MIKESELL JUDITH E TR
P O BOX 727
WADSWORTH, OH 44282

31-46-25-09-00018.0201
JOHNSON CARL B + SUE V
5090 INDIGO BAY BLVD
ESTERO, FL 33928

31-46-25-09-00018.0202
MCCRACKEN JOHN J + PATTY J
266 VENDOME CT
GROSS POINTE FARMS, MI 48236

31-46-25-09-00019.0101
WOJCIECHOWSKI BOHDAN + MARGOT
19500 EMERALD BAY VIEW #101
ESTERO, FL 33928

31-46-25-09-00019.0102
BLAIN FRANK + MARILYN
1133 GRAMERCY LN
ADDISON, IL 60101

31-46-25-09-00019.0201
LOFTIN GUY S +
13401-9 SUMMERLIN RD
PMB 204
FORT MYERS, FL 33919

31-46-25-09-00019.0202
GABRIELSON THOMAS A
417 GREENSBORO DR
DAYTON, OH 45459

31-46-25-09-00020.0101
MCMANUS CYNTHIA F
19510 EMERALD BAY VIEW #101
ESTERO, FL 33928

31-46-25-09-00020.0102
SCOTT EDWARD D + NAN B
1229 PRINCETON PL
WILMETTE, IL 60091

31-46-25-09-00020.0201
POWAR LEE D + SUSAN L
45 WINTERBERRY LN
ORELAND HILLS, OH 44022

31-46-25-09-00020.0202
KAIN GARY + ELIZABETH
67 HOWARD AVE
OAKVILLE, ON L6J 3Y4
CANADA

31-46-25-09-00021.0101
KING JEFFRY H SR +
328 APLLE BROOK DR
MALVERN, PA 19355

31-46-25-09-00021.0102
ENGEBRETSON RICHARD L +
7001 WESTON CIR
EDINA, MN 55439

31-46-25-09-00021.0201
PATTERSON WARREN J +MARY CLARE
2862 MANCHESTER RD
SHAKER HEIGHTS, OH 44122

31-46-25-09-00021.0202
SANDERS RICHARD A + GAY E
19520 EMERALD BAY VIEW #202
ESTERO, FL 33928

31-46-25-09-00022.0101
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-09-00022.0102
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-09-00022.0201
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-09-00022.0202
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

DCT 2004 00044

31-46-25-09-00023.0101
STS LLC
401 W MAIN ST STE 1900
LOUISVILLE, KY 40202

31-46-25-09-00023.0102
RYAN JAMES D + JOAN K
3485 EAST AV
ROCHESTER, NY 14618

31-46-25-09-00023.0201
MARRA JAMES M + CHARLOTTE A
5081 INDIGO BAY BLVD #201
ESTERO, FL 33928

31-46-25-09-00023.0202
ELLISTON ROBERT D + BONNIE G
47669 ABERDEEN DR
NOVI, MI 48374

31-46-25-11-0000F.0340
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-11-0000F.0350
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-11-0000F.0360
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-11-0000F.0370
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-11-0000F.0380
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-11-0000F.0390
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-11-0000F.0400
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-11-0000F.0410
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-11-0000F.0420
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-11-0000F.0430
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-11-0000F.0440
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-11-0000F.0450
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-11-0000F.0460
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-11-0000F.0470
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-11-0000F.0480
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-11-0000F.0490
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-12-00000.0010
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-12-00000.0020
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-12-00000.0030
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-12-00000.0040
BURCHELL CY + ANNE P
3338 MISSISSAUGA RD
MISSISSAUGA, ON L5L 1J4
CANADA

31-46-25-12-00000.0050
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-12-00000.0060
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-12-00000.0070
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-12-00000.0080
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-12-00000.0090
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-12-00000.0100
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-12-00000.0110
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-12-00000.0120
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-12-00000.0130
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-12-0000A.0000
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-14-00000.00CE
TURTLE POINTE COVE AT
19551 MARSH POINTE RUN
ESTERO, FL 33928

31-46-25-14-0000A.0000
CENTEX HOMES
5801 PELICAN BAY BLVD
ESTERO, FL 33928

31-46-25-14-0000B.0000
CENTEX HOMES
5801 PELICAN BAY BLVD
ESTERO, FL 33928

31-46-25-14-0000C.0000
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-14-0000D.0000
CENTEX HOMES
5801 PELEICAN BAY BLVD
ESTERO, FL 33928

31-46-25-14-0000I.0010
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-14-0000I.0020
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-14-0000I.0030
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-14-0000I.0040
CENTEX HOMES
5801 PELICAN BAY BLVD
STE 600
NAPLES, FL 34108

31-46-25-14-0000I.0050
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-14-0000I.0060
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-14-0000I.0070
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-14-0000I.0080
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-14-0000I.0090
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-14-0000I.0100
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-14-0000I.0110
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-14-0000J.0120
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-14-0000J.0130
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-14-0000J.0140
CENTEX HOMES
5801 PELICAN BAY BLVD
STE 600
NAPLES, FL 34108

31-46-25-14-0000J.0150
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-14-0000J.0160
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-14-0000J.0170
CENTEX HOMES
5801 PELICAN BAY BLVD
STE 600
NAPLES, FL 34108

31-46-25-14-0000J.0180
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-14-0000J.0190
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

32-46-25-07-0000A.0010
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000A.0020
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000A.0030
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000A.0040
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000A.0050
LYONS HOUSING CORP
9240 MARKETPLACE RD SUITE 1
FORT MYERS, FL 33912

32-46-25-07-0000A.0060
BOLES JOHN H + JUDITH A
22089 NATURES COVE CT
ESTERO, FL 33928

32-46-25-07-0000A.0070
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000A.0080
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000A.0090
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000A.0100
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000A.0110
KANE COMMUNITIES OF AUDUBON LT
15 EIGHTH ST STE B
BONITA SPRINGS, FL 34134

32-46-25-07-0000A.0120
TARPEY THOMAS W + SUZANNE V
20360 RIVERBROOK RUN
ESTERO, FL 33928

32-46-25-07-0000A.0130
MARKWOOD THEODORE A + CAROL L
7265 SAWMILL RUN RD
HOLLAND, OH 43528

32-46-25-07-0000A.0140
YOUNGQUIST TIMOTHY G
20340 RIVERBROOKE RUN
ESTERO, FL 33928

32-46-25-07-0000A.0160
CAIN GARY H TR
20320 RIVERBROOKE RUN
ESTERO, FL 33928

32-46-25-07-0000A.0170
GRIFFIN JOYCE E
3636 TURKEY FOOT RD
ELSMERE, KY 41018

32-46-25-07-0000A.0180
DEBORD DONALD V + BETTY B
20300 RIVERBROOKE RUN
ESTERO, FL 33928

32-46-25-07-0000A.0190
DEBORD DONALD V
20290 RIVERBROOKE RUN
ESTERO, FL 33928

32-46-25-07-0000A.0200
HENNING VENTURES LMTD
C/O JURGEN HENNING
12824 YACHT CLUB CIR
FT MYERS, FL 33919

32-46-25-07-0000A.0210
EKLUND DAVID A + JEANINE
15322 CORSINI WAY
NAPLES, FL 34110

32-46-25-07-0000A.0220
NASH DENNIS + ELIZABETH
6421 CORRINE DR NW
CANTON, OH 44718

32-46-25-07-0000A.0230
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

DCT 2004 0004 4

32-46-25-07-0000A.0240
MANDERSCHIED BERND + PATRICIA
20240 RIVERBROOKE RUN
ESTERO, FL 33928

32-46-25-07-0000A.0250
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000A.0260
RAMEY C J + DIAN
4108 STILLWATER DR
WINSTON-SALEM, NC 27106

32-46-25-07-0000A.0270
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000A.0280
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000A.0290
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000A.0300
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000A.0310
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000A.0320
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000A.0330
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000A.0340
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000A.0350
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000B.0440
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000B.0450
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000B.0460
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000B.0470
CLAYTON GUY C TR
1578 HEIGHTS COURT
MARCO ISLAND, FL 33931

32-46-25-07-0000B.0480
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000B.0490
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000B.0500
CENACLE CUSTOM HOMES LLC
1827 TRADE CENTER WAY STE 3
NAPLES, FL 34109

32-46-25-07-0000B.0510
OLSEN LARRY D + PAMELA D
20191 RIVERBROOKE RUN
ESTERO, FL 33928

32-46-25-07-0000B.0520
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000B.0530
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000B.0540
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000B.0550
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0010
CAMPBELL RONALD E + JANE M
20481 CHAPEL TRACE
ESTERO, FL 33928

32-46-25-07-0000C.0020
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0030
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0040
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0050
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0060
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0070
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0080
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0090
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0100
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0110
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0120
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0130
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0140
KROL DONALD M
5750 HARBORAGE DR
FT MYERS, FL 33908

32-46-25-07-0000C.0150
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0160
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

All data is current at time of printing and subject to change without notice.

32-46-25-07-0000C.0170
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0180
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0190
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0200
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0210
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0220
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0230
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0240
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0250
LYE MARK R + LISA J
27640 MARINA ISLE CT
BONITA SPRINGS, FL 34134

32-46-25-07-0000C.0260
BRUSH DAVID CRAIG + KYLE K
20160 CHAPEL TRACE
ESTERO, FL 33928

32-46-25-07-0000C.0270
JONES DAVID D + VIRGINIA B
W2394 OAKWOOD AV
MARKESAN, WI 53946

32-46-25-07-0000C.0280
HEYDORN GARY + PATRICIA
24 KINGSBOROUGH COVE
BARRINGTON, IL 60010

32-46-25-07-0000C.0290
CELLITTI MICHAEL P + PATRICIA
4 BADGER LN
N OAKES, MN 55127

32-46-25-07-0000C.0300
PAYTON BENJAMIN F + THELMA P
399 MONTGOMERY RD
TUSKEGEE, AL 36083

32-46-25-07-0000C.0310
ALLARD HARRY A + WINNIFRED M
1264 GLENCREST DR
LAKE MARY, FL 32746

32-46-25-07-0000C.0320
BAYFRONT CONSTRUCTION INC
25241 ELEMENTARY WAY STE 102
BONITA SPRINGS, FL 34135

32-46-25-07-0000C.0330
SUNWEST HOMES INC
P O BOX 110175
NAPLES, FL 34108

32-46-25-07-0000C.0340
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0350
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0360
RYAN JAMES D
5081 INDIGO BAY BLVD #102
ESTERO, FL 33928

32-46-25-07-0000C.0370
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0380
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0390
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0400
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0410
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0420
CENACLE CUSTOM HOMES LLC
1827 TRADE CENTER WAY STE 3
NAPLES, FL 34109

32-46-25-07-0000C.0430
SWINGS JAMES G + ROSEMARY
21410 PELICAN SOUND DR #201
ESTERO, FL 33928

32-46-25-07-0000C.0440
OCONNELL GERALD D + EMELINDA P
2054 ST ANDREWS DR
BERWYN, PA 19312

32-46-25-07-0000C.0450
IMBURGIA MICHAEL + SANDRA
14818 LANDMARK DR
LOUISVILLE, KY 40245

32-46-25-07-0000C.0460
2004513 ONTARIO INC
130 GREENBROOKE DR
WOODBRIDGE, ON L4C 8L1
CANADA

32-46-25-07-0000C.0470
SCHMIDT GRETCHEN C TR
20410 CHAPEL TRACE
ESTERO, FL 33928

32-46-25-07-0000C.0480
ALVATOR JOHN J JR +
17 CHESTERFIELD DR
WARREN, NJ 07059

32-46-25-07-0000C.0490
CARLSON ALBERT W
488 ATWATER PL
ST PAUL, MN 55103

32-46-25-07-0000C.0500
PARKER WILLIAM B TR
20450 CHAPEL TRACE
ESTERO, FL 33928

32-46-25-07-0000C.0510
WYNSMA JAMES B + PHYLLIS J
20460 CHAPEL TRACE
ESTERO, FL 33428

32-46-25-07-0000C.0520
SANCHAK JAMES J + MARCIA J
102 SHANDON PLACE
MALVERN, PA 19355

32-46-25-07-0000C.0530
CUNNINGHAM BERNARD M +
20480 CHAPEL TRACE
ESTERO, FL 33928

32-46-25-07-0000E.0010
WILLIAM R CUNNINGHAM
7370 COLLEGE PKWY #303
FORT MYERS, FL 33907

32-46-25-07-0000E.0020
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000E.0030
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

All data is current at time of printing and subject to change without notice.

32-46-25-07-0000E.0040
MAGEE GEORGE R
20061 CHAPEL TR
ESTERO, FL 33928

32-46-25-07-0000E.0050
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000E.0060
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000E.0070
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000E.0080
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000E.0090
GUENTHER DAVID H +
20001 CHAPEL TRACE
ESTERO, FL 33928

32-46-25-07-0000E.0100
DEMARIA DEBRA
19991 CHAPEL TRACE
ESTERO, FL 33928

32-46-25-07-0000E.0110
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000E.0120
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000E.0130
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000F.0500
HELMEY JERRY A
19940 CHAPEL TRACE
ESTERO, FL 33928

32-46-25-07-0000F.0510
WOODS GERALD M + JUDITH A
18 PINE TREE LANE
BURR RIDGE, IL 60521

32-46-25-07-0000F.0520
GLATZ WILLIAM R + MARGARET A
19960 CHAPEL TRACE
ESTERO, FL 33928

32-46-25-07-0000F.0530
MILLER ROBERTA K
19970 CHAPEL TRACE
ESTERO, FL 33928

32-46-25-07-0000F.0540
KEISER GRANT TR
19980 CHAPEL TRACE
ESTERO, FL 33928

32-46-25-07-0000F.0550
SCOLIERI ANGELO G + KATHLEEN
P O BOX 110813
NAPLES, FL 34108

32-46-25-07-0000F.0560
PODANY ROGER A
5204 LARADA LN
EDINA, MN 55436

32-46-25-07-0000F.0570
BREECE R WILLIAM JR
540 MARYVILLE CENTRE DR
SUITE 120
ST LOUIS, MO 63141

32-46-25-07-0000F.0580
1430329 ONTARIO INC
36 OSWALC CRESCENT
TORONTO, ON M4S 2H6
CANADA

32-46-25-07-0000F.0590
WILLIAMSON WILBUR L + DONNA T
20030 CHAPEL TRACE
ESTERO, FL 33928

32-46-25-07-0000F.0600
WOODCOCK BLANCHE K
101 RIVERVIEW ST
P O BOX 109
MORRISTOWN, NY 13664

32-46-25-07-0000F.0610
HEGGLAND ROY T + BARBARA O
20050 CHAPEL TRACE
ESTERO, FL 33928

32-46-25-07-0000F.0620
VIAZANKO L KAY
20060 CHAPEL TRACE
ESTERO, FL 33928

32-46-25-07-0000F.0630
KENDALL DIANE A TR
4751 BONITA BAY BLVD #305
BONITA SPRINGS, FL 34134

32-46-25-07-0000F.0640
MARGARETS LLC
C/O MARGARET M OLEARY
20080 CHAPEL TRACE
ESTERO, FL 33928

32-46-25-07-0000F.0650
JARRES LARRY F + SHEILA T
3 NO 69 COMPTON WOODS DR
ELBURN, IL 60119

32-46-25-07-0000F.0660
CHRISTIE EDWARD A JR + REDA C
PMB 338-320
21301 S TAMIAMI TR
ESTERO, FL 33928

32-46-25-07-000C1.0000
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-00FD5.0000
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-00LK5.0000
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-00LS1.0000
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-00MF2.0000
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-00PK1.0000
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-00RD1.0000
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0140
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0150
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0160
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0170
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0180
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0190
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

DCT 2004 000042

32-46-25-11-0000E.0200
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0210
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0220
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0230
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0240
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0250
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0260
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0270
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0280
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0290
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0300
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0310
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0320
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-01-0000B.0550
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-01-0000B.056A
O DONNELL LANDSCAPES INC
4291 WILLIAMS RD
ESTERO, FL 33928

05-47-25-07-00000.001A
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000D.0010
SILVER WANDA C TR
4309 COPPER CLIFF CT
BLOOMFIELD HILLS, MI 48302

05-47-25-07-0000D.0020
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000D.0030
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000D.0040
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000D.0050
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000D.0060
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000D.0070
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000D.0080
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000D.0090
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000D.0100
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000D.0110
HOAGLUND RONALD TR
22191 RED LAUREL LN
ESTERO, FL 33928

05-47-25-07-0000D.0120
HALEY PATRICK E + DEBRA L
2501 INDIAN WELLS TR
XENIA, OH 45385

05-47-25-07-0000D.0130
BROWN DAVID S TR
22221 RED LAUREL LN
ESTERO, FL 33928

05-47-25-07-0000D.0140
SIMON PAUL G + SUSAN K
1917 MIDDLETON CT
WHEATON, IL 60187

05-47-25-07-0000D.0150
BEAUDIN WILLIAM M TR
1821 RIVERSIDE AVE
MARINETTE, WI 54143

05-47-25-07-0000D.0160
KLUES ELIZABETH F TR
312 SOUTH DERBYSHIRE LN
ARLINGTON HEIGHTS, IL 60004

05-47-25-07-0000D.0170
MCATHIE DANIEL J + JUDITH
1449 BAY RIDGE RD
WAYZATA, MN 55391

05-47-25-07-0000D.0180
HONEY CREEK FARM LIMITED
2222 SOUTH WABASH
KOKOMO, IN 46902

05-47-25-07-0000D.0190
JUNGERS DANIEL M TR
1610 CALEB CT
SPRINGFIELD, MO 65810

05-47-25-07-0000D.0200
ZIEGLER JACK H + JEANE M
459 SURREY HILL LN
VALPARAISO, IN 46383

05-47-25-07-0000D.0210
NEVINS DAVID L + CAROL ANN
22140 RED LAUREL LN
ESTERO, FL 33928

05-47-25-07-0000D.0220
LUPPES LOREN E + DONNA D
120 SOUTHBROOK COURT
DECATOR, IL 62521

05-47-25-07-0000D.0230
KING JEFFRY H SR + LAURIE
328 APPLEBROOK DR
MALVERN, PA 19355

05-47-25-07-0000D.0240
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000D.0250
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000D.0260
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000D.0270
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000D.0280
WOOTTON KINGSLEY P
P O BOX 827
SALINE, MI 48176

05-47-25-07-0000D.0290
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000D.0300
SLATER KAREN ROSENBERG
36 RIVERVIEW
AVON, CT 06001

05-47-25-07-0000G.0010
BAILEY JOYCE W
22001 NATURES COVE CT
ESTERO, FL 33968

05-47-25-07-0000G.0020
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0030
PATRICK JAMES E + LINDA C
2136 CHURCH VIEW DR #5
ROCKFORD, IL 61107

05-47-25-07-0000G.0040
SWIGLO DANIEL A TR
1155 E ENSELL RD
LAKE ZURICH, IL 60047

05-47-25-07-0000G.0050
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0060
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0070
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0080
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0090
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0100
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0110
SCHNEIER CRAIG E +
6 CART PATH
WAYLAND, MA 01778

05-47-25-07-0000G.0120
BOLES JOHN H + JUDITH A
22089 NATURES COVE CT
ESTERO, FL 33928

05-47-25-07-0000G.0130
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0140
DONNINO DIANE L TR
12715 31ST AV N
PLYMOUTH, MN 55441

All data is current at time of printing and subject to change without notice.

05-47-25-07-0000G.0150
MCNEELEY ROBERT D + CHARLENE M
10923 SPRINGMILL LN
CARMEL, IN 46032

05-47-25-07-0000G.0160
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0170
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0180
BOWMAN RICHARD K + LOIS U
22137 NATURES COVE CT
ESTERO, FL 33928

05-47-25-07-0000G.0190
AMICONE FAUSTO F + GINA
10 LONG BEACH DR
LEAMINGTON, ON N8I 4J1
CANADA

05-47-25-07-0000G.0200
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0210
GLENN DENNIS J + SUSAN D
22163 NATURES COVE CT
ESTERO, FL 33928

05-47-25-07-0000G.0220
MOSES THERESA A +
21301 TAMIAMI TRAIL #320 281
ESTERO, FL 33928

05-47-25-07-0000G.0230
MIELE JOANNA S
509 WHEATFIELD DR
AURORA, OH 44202

05-47-25-07-0000G.0240
KAHN ILENE S + JEFFREY M TR
22187 NATURES COVE CT
ESTERO, FL 33928

05-47-25-07-0000G.0250
BEAUBIEN DUSTINE K TR
22195 NATURES COVE CT
ESTERO, FL 33928

05-47-25-07-0000G.0260
VILNIUS DONALD + MARY ANN
3697 DALEVIEW DR
ANN ARBOR, MI 48105

05-47-25-07-0000G.0270
CLEMENS PHILIP M + CLAIRE A
1606 FOREST PARK BLVD
FORT MYERS, FL 46805

05-47-25-07-0000G.0280
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0290
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0300
CASSAVELL EDWARD L + LOIS J
22268 NATURES COVE CT
ESTERO, FL 33928

05-47-25-07-0000G.0310
ODANIEL MAURICE D TR
2029 PRESTWICK LN
FT WAYNE, IN 46804

05-47-25-07-0000G.0320
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0330
SANDER DIETER + DIANNE C
1859 FEATHERSTON DR
MISSISSAUGA, ON L5L 2T2
CANADA

05-47-25-07-0000G.0340
MEYER UWE F + ELSA R
67 BYWOOD DR
TORONTO, ON M9A 1M2
CANADA

All data is current at time of printing and subject to change without notice.

05-47-25-07-0000G.0350
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0360
FAZAKERLEY LYNN J
24 ELMWOOD LODGE
17 PARKFIELD RD S M206DB
MANCHESTER LANCASHIRE,
ENGLAND

05-47-25-07-0000G.0370
WEED FRANK C + ANN W
22200 NATURES COVE CT
ESTERO, FL 33928

05-47-25-07-0000G.0380
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0390
BURCHELL CY + ANNE P
3338 MISSISSAUGA RD
MISSISSAUGA, ON L5L 1J4
CANADA

05-47-25-07-0000G.0400
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0410
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0420
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0430
HARDY JERRY J TR +
22162 NATURES COVE CT
ESTERO, FL 33928

05-47-25-07-0000G.0440
IVES ROBERT P TR
314 SURREY LN
LAKE FOREST, IL 60045

05-47-25-07-0000G.0450
HOLLYWOOD-WEST CO
275 -13TH ST NE
ATLANTA, GA 30309

05-47-25-07-0000G.0460
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0470
DEBORD DONALD V + BETTY B
8807 BERKSHIRE DR
RICHMOND, VA 23229

05-47-25-07-0000G.0480
OCONNELL JOHN T + CELESTE J
129 INDIAN WOOD LANE
INDIAN HEAD PARK, IL 60525

05-47-25-07-0000G.0490
CORAK HOWARD + FAITH
22114 NATURES COVE CT
ESTERO, FL 33928

05-47-25-07-0000G.0500
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0510
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0520
HOLOBINKO PATRICIA L TR
22090 NATURES COVE CT
ESTERO, FL 33928

05-47-25-07-0000G.0530
COCHERL PATRICK J JR TR
14212 OVERBROOK
LEAWOOD, KS 66224

05-47-25-07-0000G.0540
COCHERL PATRICK J + KATHLEEN B
14212 OVERBROOK
LEAWOOD, KS 66224

05-47-25-07-0000G.0550
ORIORDAN ANTHONY + HILDA
14 SALZBURG ARDILEA
DUBLIN 14,
IRELAND

05-47-25-07-0000G.0560
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0570
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0580
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0590
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0600
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0610
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0620
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0630
ATLANTIC GULFSHORE
22051 ATLANTIC GULF BLVD
ESTERO, FL 33928

05-47-25-07-000C3.0000
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-00FD3.0000
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-00FD4.0000
O DONNELL LANDSCAPES INC
4291 WILLIAMS RD
ESTERO, FL 33928

05-47-25-07-00GC1.0000
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-00LK6.0000
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-00LS2.0000
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-00RD5.0000
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-08-0000H.0640
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-08-0000H.0650
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-08-0000H.0660
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-08-0000H.0670
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-08-0000H.0680
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-08-0000H.0690
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-08-0000H.0700
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-08-0000H.0710
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-08-0000H.0720
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-08-0000H.0730
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-08-0000H.0740
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-08-0000H.0750
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-08-0000H.0760
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-08-0000H.0770
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-08-0000H.0780
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-08-0000H.0790
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-08-0000H.0800
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-08-0000H.0810
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

LEE COUNTY
SOUTHWEST FLORIDA

COURTESY NOTICE
OF RECEIPT OF ZONING APPLICATION

Date:	June 28, 2004
Case Number:	DCI2004-00046
Case Name:	WEST BAY CLUB RPD
Request:	1. Restore Area 3 to a multi-family residential area originally approved in Resolution Z-96-005. Area 3 was amended by administrative amendment ADD1999-00056 to a single-family residential area. This will restore high rise multi-family residential development for Area 3; and 2. Add 1.6± acres to the West Bay Club RPD, Area 9, to allow for the addition of four (4) single-family residential lots with no increase in the total number of dwelling units.
Location:	West Bay Blvd, Estero, FL (US 41 south to Williams Rd. Williams Rd west approx 5412 feet to West Bay Club)
Location Map:	SEE REVERSE
PROPERTY OWNER'S REPRESENTATIVE:	JOHNSON ENGINEERING, INC. JOHNSON ENGINEERING, INC. 239-334-0046
Lee County Planner:	Bryan Kelner 239-479-8363

The file may be reviewed Monday through Friday between the hours of 7:30 a.m. and 4:30 p.m. at the Lee County Development Services Division, 1500 Monroe St., Fort Myers, FL 33901. Call 239/479-8585 for additional information.

This is a courtesy notice. A public hearing date has not yet been set. You will receive another notice once the hearing date and time have been established.

JMP

29-46-25-01-0000B.0000
ESTERO HEIGHTS IMP ASSO
P O BOX 1023
ESTERO, FL 33928

29-46-25-01-0000D.0000
IAFRATE ANGELO
1719 W GUNN RD
ROCHESTER, MI 48306

29-46-25-01-0000D.0010
RAMOS ISABEL R +
P O BOX 500
ESTERO, FL 33928

29-46-25-01-01001.0050
GUNDER CURTIS W + JENNIFER Y
4739 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-01-01001.0060
YARBROUGH JOHN H +
4755 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-01-01001.0070
PALL STEPHEN JAY
4770 ESTEGO CT
ESTERO, FL 33928

29-46-25-01-01002.0010
RYNEARSON JEANNETTE M TR
P O BOX 6200
FT MYERS BEACH, FL 33932

29-46-25-01-01002.0020
BROCHIN PETER L + EMERRITA L
4819 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-01-01002.0030
FARRIS JAYNA
P O BOX 1075
CORBIN, KY 40702

29-46-25-01-01002.0040
JAUREGUI ALBERTO + DEBRA V
4851 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-01-01002.0050
PHELAN R BRUCE + LEETA D
4867 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-01-01002.0060
OWENS JAMES E +
4883 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-01-01002.0070
JOHNSON FRANK E + NADINE R
410 N CALIFORNIA ST
SYCAMORE, IL 60178

29-46-25-01-01002.0080
NAMEY MICHAEL A +
4915 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-01-01002.0090
BESSER DANIEL E
4931 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-01-01002.0100
WEYER GERARD A + LINDA R
4947 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-01-01002.0110
GIAQUINTO ALBERT + SUSAN
4963 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-01-01002.0120
HOYT KENNETH D
4979 RIVERSIDE DRIVE
ESTERO, FL 33928

29-46-25-01-01002.0130
SCHWARK CHARLES B + JUDY L
4995 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-01-01003.0010
PRINDLE CHARLES J + BARBARA J
4852 RIVERSIDE DR
ESTERO, FL 33928

All data is current at time of printing and subject to change without notice.

29-46-25-01-01003.0020
PHELAN R B + LEETA D
4867 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-01-01003.0030
ECKMAN STEVEN + TIRZAH J
4884 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-01-01003.0040
GORDON MELVIN + EVA H
4900 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-01-01003.0050
HUSEMAN PATRICIA
20845 PARK PL
ESTERO, FL 33928

29-46-25-01-01004.0050
SHORT DENNIS K + CRISTA
4738 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-01-01004.0060
MOTE RANDY +
4811 PALMETTO TERR
ESTERO, FL 33928

29-46-25-02-00008.0010
KASSENS TODD M + MICHELE
1249 HIGHLANDS DR
NAPLES, FL 34103

29-46-25-02-00008.0030
BEAN CHARLES A + KATHLEEN M
4970 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-02-00008.0040
WOODBURN RICHARD T + CAPRICE K
4958 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-02-00008.0050
PRUITT WESLEY H
20850 PARK PL
ESTERO, FL 33928

30-46-25-00-00001.0000
TIITF STATE OF FLORIDA
C/O DIV OF STATE LANDS
3900 COMMONWEALTH BLVD
MAIL STATION 115
TALLAHASSEE, FL 32399

30-46-25-00-00002.0000
TIITF STATE OF FLORIDA
C/O DIV OF STATE LANDS
3900 COMMONWEALTH BLVD
MAIL STATION 115
TALLAHASSEE, FL 32399

31-46-25-00-00001.0000
TIITF STATE OF FLORIDA
C/O DIV OF STATE LANDS
3900 COMMONWEALTH BLVD
MAIL STATION 115
TALLAHASSEE, FL 32399

32-46-25-00-00002.0190
RIVER RIDGE COMMUNITY DEV DIST
C/O ANTHONY P PIRES
3200 TAMIAMI TR N STE 200
NAPLES, FL 34103

32-46-25-00-00002.10CE
PELICAN SOUND GOLF +
4561 PELICAN SOUND BLVD
ESTERO, FL 33928

32-46-25-01-00003.006A
IAFRATE ANGELO
26400 SHERWOOD AVE
WARREN, MI 48091

32-46-25-01-0000A.054A
RIVER RIDGE COMMUNITY DEV DIST
C/O ANTHONY P PIRES ESQ
3200 TAMIAMI TRAIL NORTH
NAPLES, FL 34103

32-46-25-01-0000A.0560
KLASA MARGARET
4114 PITZEN RD
MC HENRY, IL 60050

32-46-25-01-0000A.53CE
PELICAN SOUND GOLF +
4561 PELICAN SOUND BLVD
ESTERO, FL 33928

32-46-25-01-0000A.54CE
PELICAN SOUND GOLF +
4561 PELICAN SOUND BLVD
ESTERO, FL 33928

32-46-25-01-0000A.55CE
PELICAN SOUND GOLF +
4561 PELICAN SOUND BLVD
ESTERO, FL 33928

32-46-25-09-00000.00CE
HAMMOCK GREENS IV AT PELICAN

,

32-46-25-09-00004.0102
FOLLEN HENRY JR + KARIN
6 TINSDALE DR
ACTON, MA 01720

32-46-25-09-00004.0104
LOYA RASHIDA G
20840 HAMMOCK GREENS LN #104
ESTERO, FL 33928

32-46-25-09-00004.0202
SEITZ MICHAEL
ROHRAUERSTRASSE 70
81477 MUNICH,
GERMANY

32-46-25-09-00004.0204
RUSSO FREDERICK + DIANA
142 ROSEMONT DR
NORTH ANDOVER, MA 01845

32-46-25-10-00000.0101
PETRARCA WILLIAM H +
10466 BUXTON PL
POWELL, OH 43065

32-46-25-10-00000.0103
MOORE THOMAS E
12070 CLUBHOUSE DR
FISHERS, IN 46038

32-46-25-10-00000.0105
SODERBERG DALE T + JULIA A
7320 PIKE ROAD
EMBARRASS, MN 55732

32-46-25-10-00000.0201
ROBERTSON WILLIAM H +
7007 CLINGAN RD
JAMES PLACE 2
POLAND, OH 44514

32-46-25-06-00000.00CE
HAMMOCK GREENS AT PELICAN
24301 WALDEN CENTER DR
SUITE 300
BONITA SPRINGS, FL 34134

32-46-25-09-00004.0101
DELORENZO ROBERT + KAREN +
8 PHEASANT LANE
BLOOMFIELD, CT 06002

32-46-25-09-00004.0103
BESINGER GREG D
303 L W BESINGER DR
CAPRENTERSVILLE, IL 60110

32-46-25-09-00004.0201
FENDON JAMES A
20840 HAMMOCK GREENS LN #201
ESTERO, FL 33928

32-46-25-09-00004.0203
BAUMANN MANFRED + HELGA M
20840 HAMMOCK GREENS LN #407
ESTERO, FL 33928

32-46-25-10-00000.00CE
HAMMOCK GREENS III AT PELICAN

,

32-46-25-10-00000.0102
BROWN BRENDAN G + SUSAN A
118 CHERRY ST
NORTHPORT, NY 11768

32-46-25-10-00000.0104
MARKEY PETER + VICKI
16 DUNLOP RD
HUNTINGTON, NY 11743

32-46-25-10-00000.0106
FILLENWORTH THOMAS D + LUCILLE
20820 HAMMOCK GREENS LN #106
ESTERO, FL 33928

32-46-25-10-00000.0202
WHITE THOMAS H + BARBARA E
20820 HAMMOCK GREENS LN 202
ESTERO, FL 33928

All data is current at time of printing and subject to change without notice.

32-46-25-10-00000.0203
SHANKS RONALD K + EVALENE M TR
9873 TIOGA TRAIL
PINCKNEY, MI 48169

32-46-25-10-00000.0204
ACKER DARRYL K + NANCY S
24 ARROWHEAD RIDGE
HEDGESVILLE, WV 25427

32-46-25-10-00000.0205
LYNESS ROBERT R + VIRGINIA A
14 HOLLY CIR
SPENCER FORT, NY 14559

32-46-25-10-00000.0206
WAGNER WILLIAM S + BARBARA
233 CLAY RIDGE RD
ALEXANDRIA, KY 41001

32-46-25-10-00000.0301
K-FORE LLC
266 BAREFOOT BEACH BLVD #501
BONITA SPRINGS, FL 34134

32-46-25-10-00000.0302
METEER GARY R SR +
4373 BENDER COURT
TROY, MI 48098

32-46-25-10-00000.0303
PAESEL OTTOMAR W + ERIKA
PAESEL C/O WALTERS
224 PINE VALLEY CIR
NAPLES, FL 34113

32-46-25-10-00000.0304
VALENTA AUGUST J + KATHLEEN
591 WHISPERING PINE LANE
NAPLES, FL 34103

32-46-25-10-00000.0305
INSUBRIA LLC
5801 PELICAN BAY BLVD #300
NAPLES, FL 34108

32-46-25-10-00000.0306
CLEMENS RICHARD W + DONNA L
68 BRIOLE PATH DR
SOMERS, CT 06071

32-46-25-10-00000.0402
SCHNEIDER WILLIAM K + KATHLEEN
2975 WITBY DR
EAGAN, MN 55121

32-46-25-10-00000.0403
JORDAN STANLEY H + J/T
14 SONNYBROOK CT
HAMILTON, OH 45013

32-46-25-10-00000.0404
ACKER DARRYL K + NANCY S
24 ARROWHEAD RIDGE
HEDGESVILLE, WV 25427

32-46-25-10-00000.0405
CHIAMP ALFRED B
7912 GLACIER CLUB DRIVE
WASHINGTON, MI 48094

32-46-25-30-00000.00CE
ISLAND SOUND I + II AT PELICAN
24301 WALDEN CTR DR #300
BONITA SPRINGS, FL 34134

32-46-25-30-00002.0101
WCI COMMUNITIES INC
24301 WALDEN CTR DR #300
BONITA SPRINGS, FL 34134

32-46-25-30-00002.0102
CHENAULT HELEN P
2000 HIGHLANDS DR
RICHMOND, KY 40475

32-46-25-30-00002.0103
HRIZAK DAVID J + KERRY
4230 DEYO AV
BROOKFIELD, IL 60513

32-46-25-30-00002.0201
STOCKLEY DAVID J + NANCY F
2450 IVEY OAKS RD
CUMMING, GA 30041

32-46-25-30-00002.0202
SMITH STANLEY H + BEVERLY A
20927 PINEHURST GREENS DR
ESTERO, FL 33928

All data is current at time of printing and subject to change without notice.

32-46-25-30-00002.0203
LICARI NICHOLAS T TR
421 E LINCOLN
BELVIDERE, IL 61008

32-46-25-30-00003.0101
DOLBY BARNEY + KAREN
16204 LAKESIDE AV SE
PRIOR LAKE, MN 55372

32-46-25-30-00003.0102
WHITE MICHAEL J TR
32395 LEE LN
FARMINGTON, MI 48336

32-46-25-30-00003.0103
MANN GEORGE E + VIRGINIA A
625 DAWES ST
LIBERTYVILLE, IL 60048

32-46-25-30-00003.0201
SCHNEIDER WILLIAM G TR
4520 KIPLING RD
COLUMBUS, OH 43220

32-46-25-30-00003.0202
GASS CHARLES A + CAROL D
2726 LOWE DR
TALBOTT, TN 37877

32-46-25-30-00003.0203
SMITH SLATER + SUSAN
82 PROSPECT ST
SHERBORN, MA 01770

32-46-25-30-00004.0101
MC ENTERPRISES
5296 SPRING CREEK LN
SYLVANIA, OH 43560

32-46-25-30-00004.0102
GELLNER DAVID
1935 STRAWBERRY RIDGE
ST LOUIS, MO 63021

32-46-25-30-00004.0103
SCOTT RICHARD N + RUTH L
16418 WILLOWCREST WAY
FORT MYERS, FL 33908

32-46-25-30-00004.0201
SZTUL-STRECANSKY LIDIA
20925 ISLAND SOUND CIR #201
ESTERO, FL 33928

32-46-25-30-00004.0202
YANNIELLI SANDRA B
39 CROSS RD
MIDDLEBURRY, CT 06762

32-46-25-30-00004.0203
E + N ENTERPRISES
7705 SW 84TH CT
MIAMI, FL 33143

32-46-25-30-00005.0101
BERG DAVID W +
3250 SHADY VIEW LN
PLYMOUTH, MN 55447

32-46-25-30-00005.0102
KALOUSDIAN JAMES + DENISE
62 ANNANDALE RD
COMMACK, NY 11725

32-46-25-30-00005.0103
LOCKWOOD ROBERT + JOYCE
536 HERON CT
HARLEYSVILLE, PA 19438

32-46-25-30-00005.0201
KNOX TERRANCE T + KATHLEEN M
15896 RICHBOROUGH RD
CHESTERFIELD, MO 63017

32-46-25-30-00005.0202
DESMOND JOHN + EDITH
THE CHOICE MILLANE
WORTHINGTON
WESUSSEX BN133DE,
ENGLAND

32-46-25-30-00005.0203
MARKS MICHAEL R + MICHELE A
5 RANCH DR
TRUMBELL, CT 06611

32-46-25-30-00006.0101
SLADICH JAMES + LORRAINE
22069 EMBER CT
GROSSEE ILE, MI 48138

All data is current at time of printing and subject to change without notice.

32-46-25-30-00006.0102
MASTERS JANIS M + JERRY R COTR
20935 ISLAND SOUND CIR #102
ESTERO, FL 33928

32-46-25-30-00006.0103
BICKERTON JOANN
333 LINCOLN ST
GRAFTON, WV 26354

32-46-25-30-00006.0201
BRAESE RUSSELL S +
130 GIDEON LAWTON LN
PORTSMOUTH, RI 02871

32-46-25-30-00006.0202
DORMAN GERALD R
5024 SW 9TH PL
CAPE CORAL, FL 33914

32-46-25-30-00006.0203
BURG MICHAEL J + KATHLEEN T
7 VENUS WAY
SEWELL, NJ 08080

32-46-25-30-00007.0101
COLAGROSS DALE
10170 WEATHERFIELD DR
CONCORD, OH 44060

32-46-25-30-00007.0102
FLETCHER KAREN
13731 SW 18TH CT
DAVIE, FL 33325

32-46-25-30-00007.0103
RUSSEL JOHN C
405 W EUGENIE ST
CHICAGO, IL 60614

32-46-25-30-00007.0201
STETZLER WILLIAM J + LINDA L
7710 SCRAPESHIN TRAIL
CHATTANOOGA, TN 37408

32-46-25-30-00007.0202
KIM MICHAEL + CHO HUAE
275 MARIETTA ST
ENGLEWOOD CLIFFS, NJ 07632

32-46-25-30-00007.0203
HOLTVLUWER MICHAEL S + DONNA R
1475 REBECCA RUN
HUDSONVILLE, MI 49426

32-46-25-30-00008.0101
KUPIEC FRANK J
6115 MANCHESTER PL
NAPLES, FL 34110

32-46-25-30-00008.0102
CLAYTON RANDALL T + MADONNA
20945 ISLAND SOUND CIR #102
ESTERO, FL 33928

32-46-25-30-00008.0103
KING MARVIN E + ROXANNA L
1698 W TOWNSHIP RD #132
TIFFIN, OH 44883

32-46-25-30-00008.0201
GRAHAM KEITH E + NINA
260 E CHESTNUT ST #2501
CHICAGO, IL 60611

32-46-25-30-00008.0202
HARVEY DIANA L
20945 ISLAND SOUND CIR #202
ESTERO, FL 33928

32-46-25-30-00008.0203
ALBARELLO VALERIO
735 HANOVER RD
MERIDEN, CT 06451

32-46-25-30-00009.0101
ESCKILSEN GARY L + TERESA
20589 ARMADA COURT
ESTERO, FL 33928

32-46-25-30-00009.0102
STEPHENSON PETER W + KAREN
20951 ISLAND SOUND CIR #102
ESTERO, FL 33928

32-46-25-30-00009.0103
FELLERSON KENNETH L TR +
1012 BIRCH HAVEN CIR
MONONA, WI 53716

32-46-25-30-00009.0201
EL-DEIRY ADEL + LORRAINE
20951 ISLAND SOUND CIR #201
ESTERO, FL 33928

32-46-25-30-00009.0202
HAYES MILDRED L TR +
20951 ISLAND SOUND CIR #202
ESTERO, FL 33928

32-46-25-30-00009.0203
ALLEN GLORIA
6201 SWAN CREEK RD
ROCK HALL, MD 21661

32-46-25-30-00010.0101
TIGER REALTY LLC
4995 RIVERSIDE DR
ESTERO, FL 33928

32-46-25-30-00010.0102
KLAUSNER AMY
20955 ISLAND SOUND CIR #102
ESTERO, FL 33928

32-46-25-30-00010.0103
WALLACE MATTHEW G
20955 ISLAND SOUND CIR #103
ESTERO, FL 33928

32-46-25-30-00010.0201
SHARIFF MOHAMMED Y + MAHJABEEN
609 W RAVINSWOOD RD
PEORIA, IL 61615

32-46-25-30-00010.0202
ROBBINS CHRISTOPHER F + HELEN
2 STONELEIGH CLOSE
HIGHWECK
NEWTON ABBOT DEVON,
ENGLAND

32-46-25-30-00010.0203
LEONARD JOSEPH A JR +CANDACE M
12 POINT DR
SOMERS POINT, NJ 08244

32-46-25-30-00011.0101
KLAUSNER HARRY J
P O BOX 07279
FORT MYERS, FL 33919

32-46-25-30-00011.0102
TOBIN ALICE M + DENNIS M
83 MILLER BLVD
SYOSSET, NY 11791

32-46-25-30-00011.0103
PAULSON MARLOW H JR
20961 ISLAND SOUND CIR #103
ESTERO, FL 33928

32-46-25-30-00011.0201
CHAMPION RICHARD P + DORENE D
38 ARBOR CREEK DR
PITTSFORD, NY 14534

32-46-25-30-00011.0202
NORRIS JUDD M + MARY M
8615 BLACKPOOL DR
LOUISVILLE, KY 40222

32-46-25-30-00011.0203
CHAMPION JARED M
177 MADISON AVE #5-A
NEW YORK, NY 12201

32-46-25-30-00012.0101
ENGER JAMES G +
9668 CREAWOOD FRST
WILLOUGHBY, OH 44094

32-46-25-30-00012.0102
STRAUS THOMAS H + SUSAN M
320 SENECA CREEK RD
WEST SENECA, NY 14224

32-46-25-30-00012.0103
CAMPBELL PHILIP A + SUZANNE
2130 FOXCLIFF NORTH
MARTINSVILLE, IN 46151

32-46-25-30-00012.0201
ADAPTIVE COMPUTER TECHNOLOGY
930 TAHOE BLVD #802-359
INCLINE VALLEY, NV 89451

32-46-25-30-00012.0202
JESBERGER KENNETH R + JOANN M
7073 ANSELMO CT
DUBLIN, OH 43017

32-46-25-30-00012.0203
AXELROD SARI + JEFFREY S
15590 YORK CIR NW
RAMSEY, MN 55303

32-46-25-30-00013.0101
SHULTIS ROY C + ELIZABETH A
10 DRIVEWAY APARTMENT #701
OTTAWA, ON K2P 1C7
CANADA

32-46-25-30-00013.0102
VEGLIANTE ANTHONY J +
9000 STRATFORD LN
ALEXANDRIA, VA 22308

32-46-25-30-00013.0103
GOTTFRID JOSHUA N + LINDA S
10 AUSTIN DR
BASKING RIDGE, NJ 07920

32-46-25-30-00013.0201
TRENTADUE VICTOR M + HELEN
3026 NORTH WINDSOR DR
ARLINGTON HEIGHTS, IL 60004

32-46-25-30-00013.0202
COSTELLO RICHARD J + MARYANNE
20975 ISLAND SOUND CIR #202
ESTERO, FL 33928

32-46-25-30-00013.0203
EVANS KENNETH E + WILMA
9 GRENVILLE RD
RIVERVIEW, NB E1B 4S2
CANADA

32-46-25-30-00015.0101
RENO WILLIAM M + LYNN A
20916 ISLAND SOUND CIR #101
ESTERO, FL 33928

32-46-25-30-00015.0102
CONSTABILE RICHARD J
20916 ISLAND SOUND CIR #102
ESTERO, FL 33928

32-46-25-30-00015.0103
MILLER DAVID + DEBORAH
20916 ISLAND SOUND CIR #103
ESTERO, FL 33928

32-46-25-30-00015.0104
MEYER ALLEN + SUSAN
20916 ISLAND SOUND CIR #104
ESTERO, FL 33928

32-46-25-30-00015.0105
MEHTA DAVID K + MARY B
2623 ACACIA CT
FT LAUDERDALE, FL 33301

32-46-25-30-00015.0106
KOZAK JOHN M SR + MARIE E
20830 GLEN EAGLES LINKS DR
ESTERO, FL 33928

32-46-25-30-00015.0201
GRENIER G RONALD + RHEA A
20916 ISLAND SOUND CIR #201
ESTERO, FL 33928

32-46-25-30-00015.0202
THOMAS DONALD A
PO BOX 947
GRANGER, IN 46530

32-46-25-30-00015.0203
MONDE KENNETH M
20916 ISLAND SOUND CIR #203
ESTERO, FL 33928

32-46-25-30-00015.0204
FARLEY BLAINE W
10705 CLUB CHASE
FISHERS, IN 46038

32-46-25-30-00015.0205
MURPHY TERRENCE + SUSAN
26 NORTH RIVERSIDE DR
WATERVILLE, ME 04901

32-46-25-30-00015.0206
PETRI DENNIS + LOLA +
56488 KIRKRIDGE TRAIL
SHELBY TOWNSHIP, MI 48316

32-46-25-30-00015.0301
OLDHAM PATRICIA C
174 FOX HILL RD
WETHERFIELD, CT 06109

32-46-25-30-00015.0302
FORREST DONAVON D + CYNTHIA A
402 FORREST WOOD AVE
WEST JEFFERSON, OH 43162

32-46-25-30-00015.0303
SLATE JOHN R JR + ROSEMARY
20916 ISLAND SOUND CIR #303
ESTERO, FL 33928

32-46-25-30-00015.0304
CHRISTOPHER CAROLE A
1108 WILLOW GROVE CT
ROCHESTER HILLS, MI 48307

32-46-25-30-00015.0305
WILNER MARK E
233 BRICKETTE HILL CIR
HAVERHILL, MA 01830

32-46-25-30-00015.0306
MCGONIGLE JOHN E + ELIZABETH M
3701 46TH ST
ROCK ISLAND, IL 61201

32-46-25-30-00015.0402
HERB JOHN M + KATHRYN M
1146 EAST PACIFIC ST
APPLETON, WI 54911

32-46-25-30-00015.0403
DWYER JOSEPH P + DONNA M
419 SHOEMAKER WAY
LANDSDALE, PA 19446

32-46-25-30-00015.0404
KETTERHAGEN KATHLEEN M +
20916 ISLAND SOUND CIR #404
ESTERO, FL 33928

32-46-25-30-00015.0405
CORYDON PROPERTIES
10638 BUTTERNUT RD
CHESTERLAND, OH 44026

32-46-25-30-00016.0101
DEVRIES HARRY F + JUDY A +
38 THIRLMERE RD
LONDON, ON N6G 4P7
CANADA

32-46-25-30-00016.0102
HASTINGS MICHAEL C + GILLIAN M
BROOKSLANDS MAINSTREET
CLIPSHAM
RUTLAND LE157SH,
GREAT BRITAIN

32-46-25-30-00016.0103
SOLYOM DALE R + SHEILA J
99 WEST LANE
LAKE BARRINGTON, IL 60010

32-46-25-30-00016.0104
WALKER SUSAN L + JAMES R
1717 FORESTHILL DR
ROCHESTER HILLS, MI 45306

32-46-25-30-00016.0105
DISCHER DARRYL E + PATRICIA L
10170 OAK HOLLOW CT
BONITA SPRINGS, FL 34135

32-46-25-30-00016.0106
WETTLAUFER DREW C +
1460 MARYLAND
BIRMINGHAM, MI 48009

32-46-25-30-00016.0201
STEELE RICHARD J TR
20918 ISLAND SOUND CIR #201
ESTERO, FL 33928

32-46-25-30-00016.0202
MILKINS DOUGLAS W + JANINE M
29905 E RIVER RD
GROSSE ILE, MI 48138

32-46-25-30-00016.0203
ZUEHL MARK +
16 W 61ST ST
DOWNERS GROVE, IL 60516

32-46-25-30-00016.0204
KREJCA JOANNE L + FRANK A
936 STRATFORD LN W
BURNSVILLE, MN 55337

32-46-25-30-00016.0205
RIDINGS JUDITH H
P O BOX 506
RICHMOND, KY 40476

32-46-25-30-00016.0206
GRAVES NORMAN S + LEONA J
112 HOLLY HILL DR
RICHMOND, KY 40475

32-46-25-30-00016.0301
GRANT JOHN J +
20918 ISLAND SOUND CIR #301
ESTERO, FL 33928

32-46-25-30-00016.0302
BLOMQUIST MARGARET TR
1410 LAKE SHORE DR S
BARRINGTON, IL 60010

32-46-25-30-00016.0303
RATHBURN ROGER + SALLY
6813 MAHATTAN STREET
PORTAGE, MI 49024

32-46-25-30-00016.0304
GOUGH A E + J A
PENTHOUSE CASTERBRIDGE CT
3 ALTON RD POOLE
DORSET BH148SJ,
GREAT BRITAIN

32-46-25-30-00016.0305
PARENT ROBERT E
20918 ISLAND SOUND CIR #305
ESTERO, FL 33928

32-46-25-30-00016.0306
LUTZ WILLIAM J + EILEEN B
20918 ISLAND SOUND CIR #306
ESTERO, FL 33928

32-46-25-30-00016.0402
HAGER DEBORAH + DAVID
111 WOODLAND DR
LAKE BARRINGTON, IL 60010

32-46-25-30-00016.0403
PIRIUS PAIGE A
1960 LILLIAN DR
HUDSON, WI 54016

32-46-25-30-00016.0404
KNUDSON KAREN S
20918 ISLAND SOUND CIR #404
ESTERO, FL 33928

32-46-25-30-00016.0405
ATKINSON ALAN G + LINDA
3 MEADE CLOSE
BILLERICAY
ESSEX,
ENGLAND

32-46-25-30-00017.0101
EVANGILIST KEN P +
1221 RUGBY CIR
BLOOMFIELD HILLS, MI 48302

32-46-25-30-00017.0102
TUCKWILLER A ROSS + SANDRA P
16423 GLENSHANNON DR
HOUSTON, TX 77059

32-46-25-30-00017.0103
TAYLOR RONDEL E + GERALDINE A
7320 WENTWORTH LN
LAFAYETTE, IN 47905

32-46-25-30-00017.0104
BRAIO JAMES E + GAIL E
20922 ISLAND SOUND CIR #104
ESTERO, FL 33928

32-46-25-30-00017.0105
ADAMS MICHAEL T + MARGARET M
305 HILLCREST DR
MADISON, IN 47250

32-46-25-30-00017.0106
GORMICK CHARLES + NANCY
696 LINWOOD AV
ST PAUL, MN 55105

32-46-25-30-00017.0201
SMITH VINCENT + SUZANNE C
20922 ISLAND SOUND CIR #201
ESTERO, FL 33928

32-46-25-30-00017.0202
MAIORINO PASQUALE + DONNA +
30 WOODLAND DR
FALMOUTH, MA 04105

32-46-25-30-00017.0203
HOWITT PETER W + PATRICIA L
20 COOKE ST
PROVIDENCE, RI 02906

32-46-25-30-00017.0204
ERNST BARRY
7303 LAKE DR
FORT MYERS, FL 33908

32-46-25-30-00017.0205
WIERZBINSKI PHILIP J +
372 AVENA CIR
NAPERVILLE, IL 60565

32-46-25-30-00017.0206
KASSAN ARTHUR + ELIZABETH J
348 OCEAN BLVD
ATLANTIC HIGHLANDS, NJ 07716

32-46-25-30-00017.0301
DICKINSON WILLIAM B + LINDA E
6126 BELL STATION RD
GLENN DALE, MD 20769

32-46-25-30-00017.0302
DODGE JAMES C + KAREN M
22 WESTCHESTER BLVD
BOLTON, ON L7E 5Z6
CANADA

32-46-25-30-00017.0303
BROWN CLARENCE + SOCORRO
335 W LAS FLORES DR
ALTADENA, CA 91001

32-46-25-30-00017.0304
MERCER RICHARD B + TAMMY L
385 7TH ST SW
NAPLES, FL 34117

32-46-25-30-00017.0305
HERZOG JEFFREY T + MARY
2065 89TH CT W
NORTHFIELD, MN 55057

32-46-25-30-00017.0306
WALSH MICHAEL F + LINDA B
4228 TIMBALIER DR
COLUMBUS, GA 31907

32-46-25-30-00017.0402
VAUGHN TERESA E + DUANE C
5385 LOCK RD
CENTERBURG, OH 43011

32-46-25-30-00017.0403
MINSTER DAVID + DOROTHY
1648 VILLA CT
MARCO ISLAND, FL 34145

32-46-25-30-00017.0404
JONES THOMAS R
7 HUNTINGTON LN
NEW FAIRFIELD, CT 06812

32-46-25-30-00017.0405
MITTMAN CHRISTINE + ROY D
2006 MILL POND CT
WALL, NJ 07719

32-46-25-30-00018.0101
JAMES MICHAEL K + STEPHANIE M
20930 ISLAND SOUND CIR #101
ESTERO, FL 33928

32-46-25-30-00018.0102
THORKELSON MARY E + PETER TR
1511 WHISPERING OAKS CIR
NAPLES, FL 34110

32-46-25-30-00018.0103
FORD KENNETH G + MONICA R
3101 INDIANA WELLS CT
MAUMEE, OH 43537

32-46-25-30-00018.0104
SKELTON KEITH K + EVE M
18270 PARKRIDGE CT
FORT MYERS, FL 33908

32-46-25-30-00018.0105
FREDERIKSEN ROBERT W
1531 WHISPERING OAKS
NAPLES, FL 34110

32-46-25-30-00018.0106
SLATON GERALD L + CAROL L
20930 ISLAND SOUND CIR #106
ESTERO, FL 33928

32-46-25-30-00018.0201
HERR JAMES F + JUDITH ANN
E4585 483RD AVE
MENOMONIE, WI 54751

All data is current at time of printing and subject to change without notice.

32-46-25-30-00018.0202
JONES THOMAS R
7 HUNTINGTON LN
NEW FAIRFIELD, CT 06812

32-46-25-30-00018.0203
FORAN PATRICK N
13725 QUAIL RUN CT
LOCKPORT, IL 60441

32-46-25-30-00018.0204
OCONNOR MAURICE L + ANNETTE S
23 CHESHIRE DR
LONGMEADOW, MA 01106

32-46-25-30-00018.0205
DOMAIN DONALD A
20930 ISLAND SOUND CIR #205
ESTERO, FL 33928

32-46-25-30-00018.0206
SHAW WILLIAM S + JUDITH A TR
6745 ROBIN HOOD CT
INDIANAPOLIS, IN 46227

32-46-25-30-00018.0301
LAROCHE CHARLES H + JOAN P
20930 ISLAND SOUND CIR #301
ESTERO, FL 33928

32-46-25-30-00018.0302
OWEN-GORGEY KATHERINE +
20930 ISLAND SOUND CIR #302
ESTERO, FL 33928

32-46-25-30-00018.0303
ACHTERBERG RICAHRD I + DIANE D
2659 FISK AV
OSHKOSH, WI 54902

32-46-25-30-00018.0304
MITTMAN ROY D + CHRISTINE
2006 MILL POND CT
WALL, NJ 07719

32-46-25-30-00018.0305
MERZ JOHN H + KATHERINE M
1030 SOUTH WESTERN AV
PARK RIDGE, IL 60068

32-46-25-30-00018.0306
ZONCA NORBERT + MARY ANN
12198 WINDCHILL WAY
FENTON, MI 48430

32-46-25-30-00018.0402
RODGERS HELLEN G + JAMES H
20930 ISLAND SOUND CIR #402
ESTERO, FL 33928

32-46-25-30-00018.0403
SILVER NORMA B
2375 HUDSON TER APT 5-A
FORT LEE, NJ 07024

32-46-25-30-00018.0404
PIEPER RICHARD A +
487 MILL WRIGHTER WAY
LANSDALE, PA 19446

32-46-25-30-00018.0405
LOMBARDO SALVATORE D +
419 BRAMBLESIDE DR
BRUNSWICK, OH 44212

32-46-25-30-00019.0101
MAGRANE WILLIAM G JR TR +
1539 SIOUX TRAIL
NILES, MI 49120

32-46-25-30-00019.0102
RATH SHARON L
20940 ISLAND SOUND CIR #102
ESTERO, FL 33928

32-46-25-30-00019.0103
SACCA DOMINIC
24060 BROADMOOR PARK LN
NOVI, MI 48374

32-46-25-30-00019.0104
HAWKINS PETER C TR
12512 WILD CAT COVE CIR
ESTERO, FL 33928

32-46-25-30-00019.0105
PERINO ANGELA C
4638 COTTONWOOD DR
ANN ARBOR, MI 48108

32-46-25-30-00019.0106
SQUIRE INVESTMENTS LLC
5831 HARBORAGE DR
FORT MYERS, FL 33908

32-46-25-30-00019.0201
ARMIGER HOPE + DAVID
7 HERON ISLE CT
OCEAN PINES, MD 21811

32-46-25-30-00019.0202
LAROCHE JOHN W + MAUREEN G
572 SHAKER RD
NORTHFIELD, NH 03276

32-46-25-30-00019.0203
JAZZPER CAPITAL INC
8099 PALAMINO DR
NAPLES, FL 34113

32-46-25-30-00019.0204
BARRETO LUIS A + AMELIA M TR
5962 CAROL CT
BONITA SPRINGS, FL 34134

32-46-25-30-00019.0205
LANHAM KENNETH R + MARGARET M
2824 RIEDLING DR
LOUISVILLE, KY 40206

32-46-25-30-00019.0206
PETRO JERRY D TR+
210 FAIRWAY LAKES DR
FRANKLIN, IN 46131

32-46-25-30-00019.0301
GINTER ROBERT A TR +
20940 ISLAND SOUND CIR #301
ESTERO, FL 33928

32-46-25-30-00019.0302
CANNATA GAETANO JR +NANCY DELL
123 CHRISTOPHER LN
FEEDING HILLS, MA 01030

32-46-25-30-00019.0303
CANNONE DOMINICK + SANDRA L
3409 DRIFTWOOD RD
BERNUS POINT, NY 14712

32-46-25-30-00019.0304
APPELROUTH STEWART L + GAIL R
8290 SW 114TH ST
MIAMI, FL 33156

32-46-25-30-00019.0305
CORCORAN JOHN + KAREN M TR
16334 BLUE TEAL TRL
HEMLOCK, MI 48626

32-46-25-30-00019.0306
PHILLIPS JOHN K + VERA M +
21888 MASTERS CIR
ESTERO, FL 33928

32-46-25-30-00019.0402
RUTTER STEPHEN J +
65 OLD LONG RIDGE RD
STAMFORD, CT 06903

32-46-25-30-00019.0403
MATTHIAS FRED + SANDY
20940 ISLAND SOUND CIR #403
ESTERO, FL 33928

32-46-25-30-00019.0404
FARR EILEEN A
20940 ISLAND SOUND CIR #404
ESTERO, FL 33928

32-46-25-30-00019.0405
CARON ROBERT C +
20434 WALLINGFORD N
DEER PARK, IL 60010

32-46-25-30-00020.0101
LICATA CHRISTINE M +
354 SAN GABRIEL DR
ROCHESTER, NY 14018

32-46-25-30-00020.0102
STEARNS LORRAINE F + CLYDE E
16316 NAUTICAL WAY APT 206
BOKEELIA, FL 33922

32-46-25-30-00020.0103
SIMS R KEVIN +
3741 CAPICANO DR
WEST LAFAYETTE, IN 47906

All data is current at time of printing and subject to change without notice.

32-46-25-30-00020.0104
CALABRETTA JOSEPH W
1107 WHEATON CIR
MASSILLON, OH 44646

32-46-25-30-00020.0105
WHITE LAWRENCE R + THERESA A
1537 SERENITY CIR
NAPLES, FL 34110

32-46-25-30-00020.0106
PETROVICKY ROBERT + SARKA
11 FLINTLOCK RIDGE
SIMSBURY, CT 06070

32-46-25-30-00020.0201
MILLER MARC + JUDY
3746 PARKWOOD LN
VADNAIS HEIGHTS, MN 55127

32-46-25-30-00020.0202
WILLIAMS MARY M + LAWRENCE G
111 CHANDELEUR DR
MOORESVILLE, NC 28117

32-46-25-30-00020.0203
GARRITY LILLIAN H TR
821 KALAMAZOO CIR
VERNON HILLS, IL 60061

32-46-25-30-00020.0204
SCHULER CHARLES A + ELAINE M
5840 NORTHRIDGE
NAPLES, FL 34110

32-46-25-30-00020.0205
JACKSON GERALD R + JYNELL A
7176 SCARLET OAK CT
NOBLESVILLE, IN 46060

32-46-25-30-00020.0206
JARVI REED K + DARLENE A
1281 VENETIAN WAY
NAPLES, FL 34110

32-46-25-30-00020.0301
KOEPPEL CALVIN E TR
725 E IRVING PARK RD STE D
ROSELLE, IL 60172

32-46-25-30-00020.0302
NARDO MICHAEL J + CAROL J
7235 SOUTHWICK CT
FRANKFORT, IL 60423

32-46-25-30-00020.0303
MANN JERRY D
2233 LONGBOAT DR
NAPLES, FL 34104

32-46-25-30-00020.0304
BLANDOW KENNETH + BETSY L
10866 HAMILTON PASS
FISHERS, IN 46038

32-46-25-30-00020.0305
DASAN SIVA K
5837 NW 122ND WAY
CORAL SPRINGS, FL 33076

32-46-25-30-00020.0306
CICCONE RONALD J + JOAN B
25066 RIDGE OAK DR
BONITA SPRINGS, FL 34134

32-46-25-30-00020.0402
THORSEN BYRON WAYNE + A TREVA
1905 CHOCTOW CIR
LONDON, OH 43140

32-46-25-30-00020.0403
DUFFY MARY TERESE
7242 BEACH DR
MILWAUKEE, WI 53217

32-46-25-30-00020.0404
ROSENTHAL DON + MONIQUE
10520 SW 122ND ST
MIAMI, FL 33176

32-46-25-30-00020.0405
JUNGBLUTH INGEBURG
336 GILBERT ST
RIDGEWOOD, NJ 07013

05-47-25-01-0000B.0560
ODONNELL LANDSCAPES INC
4291 WILLIAMS RD
ESTERO, FL 33928

All data is current at time of printing and subject to change without notice.

05-47-25-01-0000B.0570
ODONNELL LANDSCAPES INC
4291 WILLIAMS RD
ESTERO, FL 33928

05-47-25-01-0000B.057A
HOOSE LENORA FAYE
22141 KINGS RD
ESTERO, FL 33928

05-47-25-01-0000B.057B
CUSHING WILLIAM L
22071 KINGS RD
ESTERO, FL 33928

05-47-25-01-0000B.057C
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-01-0000B.057D
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-01-0000B.0580
ODONNELL ALBERT S + PATRICIA E
4291 WILLIAMS RD
ESTERO, FL 33928

05-47-25-01-0000B.058A
CHARLOTTE ELECTRONICS CORP
C/O QUALICOM
2100 ELECTRONICS LN
FT MYERS, FL 33912

05-47-25-01-0000B.058B
SIMS MARILYN V TR
804 DAVENPORT RD
GATLINBURG, TN 37738

05-47-25-01-0000B.058C
ROBERTSON STEWART B + SISSEL W
4401 WILLIAMS RD
ESTERO, FL 33928

05-47-25-01-0000B.058D
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-01-0000B.058E
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-01-0000B.0590
ODONNELL ALBERT S + PATRICIA E
4291 WILLIAMS RD
ESTERO, FL 33928

05-47-25-01-0000B.059A
ODONNELL ALBERT S + PATRICIA E
4291 WILLIAMS RD
ESTERO, FL 33928

05-47-25-01-0000B.059B
ODONNELL ALBERT S + PATRICIA
4291 WILLIAMS RD
ESTERO, FL 33928

05-47-25-01-0000B.059C
POGUE JACK L/E
4351 WILLIAMS RD
ESTERO, FL 33928

05-47-25-03-00020.0010
LYONS WILLIAM J
2811 FLORENCE CT
NAPLES, FL 34112

05-47-25-03-00020.0020
ODONNELL PATRICIA
4291 WILLIAMS RD
ESTERO, FL 33928

05-47-25-03-00020.0040
ACKERMAN DEL H +
5610 CYNTHIA LN
NAPLES, FL 34112

05-47-25-03-00020.0050
HOGAN CYNTHIA +
7111 BALDWIN RIDGE RD
WARRENTON, VA 20187

05-47-25-03-00020.0060
HUGUS RACHEL
C/O RACHEL GRAY
540 NEAPOLITAN WAY
NAPLES, FL 34103

All data is current at time of printing and subject to change without notice.

05-47-25-03-00021.0010
THIERY EDWARD
21640 RIVIERA DR
FAIRVIEW PARK, OH 44126

05-47-25-03-00021.0020
GISSIN ARMAND + RUTH
284 SHORE DR E
MIAMI, FL 33133

05-47-25-03-00021.0040
WILLIAMS JANET C 62.5% +
812 LAMPLIGHT LN
HAZELWOOD, MO 63042

05-47-25-03-00021.0060
SANTINO VITO D
V DANTE
11505 N BAYSHORE DR
NORTH MIAMI, FL 33181

05-47-25-03-00021.0160
SMITH JEFFREY H
2251 POINCIANA ST
NAPLES, FL 34105

05-47-25-03-00021.0170
WHITLEY DARON
3046 GRANDVIEW AVE
CLEARWATER, FL 33759

05-47-25-03-00021.0190
DOBBERSTEIN ERIC
27647 FRANKIN ST
BONITA SPRINGS, FL 34134

05-47-25-03-00021.0210
ACKERMAN DEL H +
5610 CYNTHIA LN
NAPLES, FL 34112

05-47-25-03-00021.0220
DANTE V + MARIE
11505 N BAYSHORE DR
MIAMI, FL 33181

05-47-25-03-00022.0010
SHAFFER ROBERT
26901 PINE AV #B
BONITA SPRINGS, FL 34135

05-47-25-03-00022.0020
WILCOX BARBARA J
1012 ADELAIDE ST
HERMITAGE, PA 16148

05-47-25-03-00022.0050
ACKERMAN DEL H + NANCY R
5610 CYNTHIA LN
NAPLES, FL 34112

05-47-25-03-00022.0060
PORTER MARY ANNE
C/O JANE P ALLISON
3409 GREENWAY
BALTIMORE, MD 21218

05-47-25-03-00022.0160
MCPHILLIPS WILLIAM A EST
1843 E 32ND ST
LORAIN, OH 44055

05-47-25-03-00022.0170
TWENHAFEL FERN M TR +
9815 CUDDY CT
FT MYERS, FL 33919

05-47-25-03-00022.0180
SCOVEL SCOTT
27102 ELAINE DRIVE
BONITA SPRINGS, FL 34135

05-47-25-03-00022.0190
COCHRAN JIMMIE
P O BOX 1701
FT MYERS, FL 33902

05-47-25-03-00022.0200
WILCOX BARBARA J
1012 ADELAIDE ST
GERMITAGE, PA 16148

05-47-25-03-00022.0210
MACKAY INGA M
5801 THOMAS DR APT 826
PANAMA CITY BEACH, FL 32408

05-47-25-03-00023.0010
FEENEY ELOISE TR
12 CREST ST
WETHERSFIELD, CT 06109

All data is current at time of printing and subject to change without notice.

05-47-25-03-00023.0020
SHAFFER ROBERT
27273 DORTCH AV
BONITA SPRINGS, FL 34135

05-47-25-03-00023.0040
TWENHAFEL FERN TR +
9815 CUDDY CT
FT MYERS, FL 33919

05-47-25-03-00023.0060
GUARNERI CARMELLA +
215 SHINGLE HILL RD
WEST HAVEN, CT 06516

05-47-25-03-00023.0150
WYCLIFFE CO
C/O DR H K TERRY
600 NE 55TH TER
MIAMI, FL 33137

05-47-25-03-00023.0170
JOHNSON ROY JR
5276 COCONUT RD
BONITA SPRINGS, FL 34134

05-47-25-03-00023.0190
AMIS WILLIAM DOUGLAS
PO BOX 211
BONITA SPRINGS, FL 34133

05-47-25-03-00023.0200
SHAFFER ROBERT
26901 PINE AVE APT B
BONITA SPRINGS, FL 34135

05-47-25-03-00023.0210
SHAFFER ROBERT W
26901 PINE AVE APT B
BONITA SPRINGS, FL 34135

05-47-25-03-00024.0010
YOUNG JAMES L
215 BLACK HAWK WAY
MURFREESBORO, TN 37127

05-47-25-03-00024.0020
AHMAD FREDDIE + SUAD
28811 BROCKWAY DR
WESTLAKE, OH 44145

05-47-25-03-00024.0070
SHAFFER ROBERT
26901 PINE AVE APT B
BONITA SPRINGS, FL 34135

05-47-25-03-00025.0000
HALE NORMAN F + JANET L
10611 BAYSHORE RD
N FT MYERS, FL 33917

06-47-25-00-00002.0000
TIITF STATE OF FLORIDA
C/O DIV OF STATE LANDS
3900 COMMONWEALTH BLVD
MAIL STATION 115
TALLAHASSEE, FL 32399

06-47-25-00-00002.0030
PELICAN LANDING TIMESHARE
200 WEST MADISON ST
CHICAGO, IL 60606

08-47-25-00-00001.0030
PELICAN LANDING GOLF RESORT
24301 WALDEN CENTER DR
BONITA SPRINGS, FL 34134

All data is current at time of printing and subject to change without notice.

Chief Dennis Merrifield *Estero
Estero Fire Rescue
19850 Breckenridge Drive, Suite A
Estero, FL 33928

Ray Glowaz, Vice President *Estero
Coconut Shores Homeowner's Assoc.
23214 Coconut Shores
Bonita Springs, FL 34134

MEMORANDUM
FROM THE
DEPARTMENT OF
COMMUNITY DEVELOPMENT
ZONING DIVISION

DATE: January 4, 2005

TO: File -

FROM: Jessica Smith
Secretary, Internal Services

RE: Notice of Public Hearing - **January 19, 2005 HEX**

I, Jessica Smith, Secretary, Internal Services, Development Services Division, do hereby certify that I have mailed notices to the adjacent property owners on the above referenced date, in the attached style, pursuant to the list marked and attached hereto and made a part of this certification.

29-46-25-01-0000B.00CE
ESTERO HEIGHTS COMM ASSN
P O BOX 1023
ESTERO, FL 33928

29-46-25-01-0000D.0000
IAFRATE ANGELO
1719 W GUNN RD
ROCHESTER, MI 48306

29-46-25-01-0000D.0010
RAMOS ISABEL R +
P O BOX 500
ESTERO, FL 33928

29-46-25-01-01001.0050
GUNDER CURTIS W + JENNIFER Y
4739 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-01-01001.0060
YARBROUGH JOHN H +
4755 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-01-01001.0070
PALL STEPHEN JAY
4770 ESTEGO CT
ESTERO, FL 33928

29-46-25-01-01002.0010
RYNEARSON JEANNETTE M TR
P O BOX 6200
FT MYERS BEACH, FL 33932

29-46-25-01-01002.0020
BROCHIN PETER L + EMERRITA L
4819 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-01-01002.0030
FARRIS JAYNA
P O BOX 1075
CORBIN, KY 40702

29-46-25-01-01002.0040
JAUREGUI ALBERTO + DEBRA V
4851 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-01-01002.0050
PHELAN R BRUCE + LEETA D TR
4867 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-01-01002.0060
OWENS JAMES E +
4883 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-01-01002.0070
JOHNSON FRANK E + NADINE R
410 N CALIFORNIA ST
SYCAMORE, IL 60178

29-46-25-01-01002.0080
NAMEY MICHAEL A +
4915 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-01-01002.0090
BESSER DANIEL E
4931 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-01-01002.0100
WEYER GERARD A + LINDA R
4947 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-01-01002.0110
GIAQUINTO ALBERT + SUSAN
4963 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-01-01002.0120
OETZEL MARK + NANCY M
4979 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-01-01002.0130
SCHWARK CHARLES B + JUDY L
4995 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-01-01003.0010
PRINDLE CHARLES J + BARBARA J
4852 RIVERSIDE DR
ESTERO, FL 33928

All data is current at time of printing and subject to change without notice.

29-46-25-01-01003.0020
PHELAN R B + LEETA D TR
4867 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-01-01003.0030
ECKMAN STEVEN + TIRZAH J
4884 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-01-01003.0040
GORDON MELVIN + EVA H
4900 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-01-01003.0050
HUSEMAN PATRICIA
20845 PARK PL
ESTERO, FL 33928

29-46-25-01-01004.0040
SHORT CRISTA M + DENNIS K
4738 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-01-01004.0060
MOTE RANDY +
4811 PALMETTO TERR
ESTERO, FL 33928

29-46-25-02-00008.0010
KASSENS TODD M + MICHELE
1249 HIGHLANDS DR
NAPLES, FL 34103

29-46-25-02-00008.0030
BEAN CHARLES A + KATHLEEN M
4970 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-02-00008.0040
WOODBURN RICHARD T + CAPRICE K
4958 RIVERSIDE DR
ESTERO, FL 33928

29-46-25-02-00008.0050
PRUITT WESLEY H
20850 PARK PL
ESTERO, FL 33928

30-46-25-00-00001.0000
TIITF STATE OF FLORIDA
C/O DIV OF STATE LANDS
3900 COMMONWEALTH BLVD
MAIL STATION 115
TALLAHASSEE, FL 32399

30-46-25-00-00002.0000
TIITF STATE OF FLORIDA
C/O DIV OF STATE LANDS
3900 COMMONWEALTH BLVD
MAIL STATION 115
TALLAHASSEE, FL 32399

31-46-25-00-00001.0000
TIITF STATE OF FLORIDA
C/O DIV OF STATE LANDS
3900 COMMONWEALTH BLVD
MAIL STATION 115
TALLAHASSEE, FL 32399

32-46-25-00-00002.0190
RIVER RIDGE CDD
ANTHONY P PIRES
3200 TAMIAMI TR N STE 200
NAPLES, FL 34103

32-46-25-00-00002.10CE
PELICAN SOUND GOLF +
4561 PELICAN SOUND BLVD
ESTERO, FL 33928

32-46-25-01-00003.006A
IAFRATE ANGELO
26400 SHERWOOD AVE
WARREN, MI 48091

32-46-25-01-0000A.054A
RIVER RIDGE CDD
ANTHONY P PIRES
3200 TAMIAMI TRAIL NORTH
NAPLES, FL 34103

32-46-25-01-0000A.0560
KLASA MARGARET
4114 PITZEN RD
MC HENRY, IL 60050

32-46-25-01-0000A.53CE
PELICAN SOUND GOLF +
4561 PELICAN SOUND BLVD
ESTERO, FL 33928

32-46-25-01-0000A.54CE
PELICAN SOUND GOLF +
4561 PELICAN SOUND BLVD
ESTERO, FL 33928

32-46-25-01-0000A.55CE
PELICAN SOUND GOLF +
4561 PELICAN SOUND BLVD
ESTERO, FL 33928

32-46-25-09-00000.00CE
HAMMOCK GREENS IV AT PELICAN

,

32-46-25-09-00004.0102
FOLLEN HENRY JR + KARIN
6 TINSDALE DR
ACTON, MA 01720

32-46-25-09-00004.0104
THOMAS J K JR + MARY D
5863 DUNE DR
AVALON, NJ 08202

32-46-25-09-00004.0202
SEITZ MICHAEL
ROHRAUERSTRASSE 70
81477 MUNICH,
GERMANY

32-46-25-09-00004.0204
MYERS GARY P + NORINE E
13 HAMMOND DR
GREENCASTLE, IN 46135

32-46-25-10-00000.0101
WALLGREN STURART A + GAIL
8935 28TH ST SE
ADA, MI 49301

32-46-25-10-00000.0103
MOORE THOMAS E
12070 CLUBHOUSE DR
FISHERS, IN 46038

32-46-25-10-00000.0105
SODERBERG DALE T + JULIA A
7320 PIKE ROAD
EMBARRASS, MN 55732

32-46-25-10-00000.0201
ROBERTSON WILLIAM H +
7007 CLINGAN RD
JAMES PLACE 2
POLAND, OH 44514

32-46-25-06-00000.00CE
HAMMOCK GREENS AT PELICAN
24301 WALDEN CENTER DR STE 300
BONITA SPRINGS, FL 34134

32-46-25-09-00004.0101
DELORENZO ROBERT + KAREN +
8 PHEASANT LANE
BLOOMFIELD, CT 06002

32-46-25-09-00004.0103
SAMSON ROBERT + JUDITH
845 SUTTON CT
LINCOLNSHIRE, IL 60069

32-46-25-09-00004.0201
LOY RICHARD + LYN
6 NORTHBRIDGE CRT
EDWARDSVILLE, IL 62025

32-46-25-09-00004.0203
BAUMANN MANFRED + HELGA M
20840 HAMMOCK GREENS LN #407
ESTERO, FL 33928

32-46-25-10-00000.00CE
HAMMOCK GREENS III AT PELICAN

,

32-46-25-10-00000.0102
BROWN BRENDAN G + SUSAN A
118 CHERRY ST
NORTHPORT, NY 11768

32-46-25-10-00000.0104
MARKEY PETER + VICKI
16 DUNLOP RD
HUNTINGTON, NY 11743

32-46-25-10-00000.0106
FILLENWORTH THOMAS D + LUCILLE
20820 HAMMOCK GREENS LN #106
ESTERO, FL 33928

32-46-25-10-00000.0202
WHITE THOMAS H + BARBARA E
20820 HAMMOCK GREENS LN 202
ESTERO, FL 33928

32-46-25-10-00000.0203
SHANKS RONALD K + EVALENE M TR
9873 TIOGA TRAIL
PINCKNEY, MI 48169

32-46-25-10-00000.0204
ACKER DARRYL K + NANCY S
24 ARROWHEAD RIDGE
HEDGESVILLE, WV 25427

32-46-25-10-00000.0205
LYNESS ROBERT R + VIRGINIA A
14 HOLLY CIR
SPENCER FORT, NY 14559

32-46-25-10-00000.0206
WAGNER WILLIAM S + BARBARA
233 CLAY RIDGE RD
ALEXANDRIA, KY 41001

32-46-25-10-00000.0301
K-FORE LLC
266 BAREFOOT BEACH BLVD #501
BONITA SPRINGS, FL 34134

32-46-25-10-00000.0302
METEER GARY R SR +
4373 BENDER COURT
TROY, MI 48098

32-46-25-10-00000.0303
KLOTZ DONALD L + JEAN A
715 RIVIERA CIR
EDWARDSVILLE, IL 62025

32-46-25-10-00000.0304
BEAHAN GEORGE + ROXANNE
5N804 RAVINE DR
ST CHARLES, IL 60175

32-46-25-10-00000.0305
PURKEY JUNE A TR
20820 HAMMOCK GREENS LN #305
ESTERO, FL 33928

32-46-25-10-00000.0306
CLEMENS RICHARD W + DONNA L
68 BRIOLE PATH DR
SOMERS, CT 06071

32-46-25-10-00000.0402
SCHNEIDER WILLIAM K + KATHLEEN
2975 WITBY DR
EAGAN, MN 55121

32-46-25-10-00000.0403
JORDAN STANLEY H + J/T
14 SONNYBROOK CT
HAMILTON, OH 45013

32-46-25-10-00000.0404
ACKER DARRYL K + NANCY S
24 ARROWHEAD RIDGE
HEDGESVILLE, WV 25427

32-46-25-10-00000.0405
CHIAMP ALFRED B
7912 GLACIER CLUB DRIVE
WASHINGTON, MI 48094

32-46-25-30-00000.00CE
ISLAND SOUND I + II AT PELICAN
24301 WALDEN CTR DR #300
BONITA SPRINGS, FL 34134

32-46-25-30-00002.0101
COHEN JACOB +
50 PINE LAKE TER
RIVER VALE, NJ 07675

32-46-25-30-00002.0102
BRENNAN PETER P + KATHRYN A
37 GERRYMANDER DR
CENTERPORT, NY 11721

32-46-25-30-00002.0103
HRIZAK DAVID J + KERRY
4230 DEYO AV
BROOKFIELD, IL 60513

32-46-25-30-00002.0201
PEPONAKIS JOHN + SALTONA
20915 ISLAND SOUND CIR #201
ESTERO, FL 33928

32-46-25-30-00002.0202
RUMMEL GARY E + KATHLEEN K
20927 PINEHURST GREENS DR
ESTERO, FL 33928

All data is current at time of printing and subject to change without notice.

32-46-25-30-00002.0203
LICARI NICHOLAS T TR
421 E LINCOLN
BELVIDERE, IL 61008

32-46-25-30-00003.0101
DOLBY BARNEY + KAREN
16204 LAKESIDE AV SE
PRIOR LAKE, MN 55372

32-46-25-30-00003.0102
WHITE MICHAEL J TR
32395 LEE LN
FARMINGTON, MI 48336

32-46-25-30-00003.0103
MANN GEORGE E + VIRGINIA A
625 DAWES ST
LIBERTYVILLE, IL 60048

32-46-25-30-00003.0201
SCHNEIDER WILLIAM G TR
4520 KIPLING RD
COLUMBUS, OH 43220

32-46-25-30-00003.0202
GARILLE JANE R
205 HINMAN LN
SOUTHBURY, CT 06488

32-46-25-30-00003.0203
SMITH SLATER + SUSAN
82 PROSPECT ST
SHERBORN, MA 01770

32-46-25-30-00004.0101
MC ENTERPRISES
5296 SPRING CREEK LN
SYLVANIA, OH 43560

32-46-25-30-00004.0102
GELLNER DAVID
1935 STRAWBERRY RIDGE
ST LOUIS, MO 63021

32-46-25-30-00004.0103
GRADY ROBERT SR +
16 DRAKE LN
CHESTER, NJ 07980

32-46-25-30-00004.0201
SZTUL-STRECANSKY LIDIA
20925 ISLAND SOUND CIR #201
ESTERO, FL 33928

32-46-25-30-00004.0202
YANNIELLI SANDRA B
39 CROSS RD
MIDDLEBURRY, CT 06762

32-46-25-30-00004.0203
KISH BARBARA A
121 WEATHERBURN WAY
NEWTOWN SQUARE, PA 19073

32-46-25-30-00005.0101
BERG DAVID W +
3250 SHADY VIEW LN
PLYMOUTH, MN 55447

32-46-25-30-00005.0102
KALOUSDIAN JAMES + DENISE
62 ANNANDALE RD
COMMACK, NY 11725

32-46-25-30-00005.0103
LOCKWOOD ROBERT + JOYCE
536 HERON CT
HARLEYSVILLE, PA 19438

32-46-25-30-00005.0201
KNOX TERRANCE T + KATHLEEN M
15896 RICHBOROUGH RD
CHESTERFIELD, MO 63017

32-46-25-30-00005.0202
DESMOND JOHN + EDITH
THE CHOICE MILLANE
WORTHINGTON
WESUSSEX BN133DE,
UNITED KINGDOM

32-46-25-30-00005.0203
MARKS MICHAEL R + MICHELE A
5 RANCH DR
TRUMBELL, CT 06611

32-46-25-30-00006.0101
MAGUIRE PATRICK J + JOANNE C
500 SARATOGA CIR UNIT F-101
NAPLES, FL 34104

32-46-25-30-00006.0102
MASTERS JANIS M + JERRY R COTR
20935 ISLAND SOUND CIR #102
ESTERO, FL 33928

32-46-25-30-00006.0103
BICKERTON JOANN
333 LINCOLN ST
GRAFTON, WV 26354

32-46-25-30-00006.0201
BRAESE RUSSELL S +
130 GIDEON LAWTON LN
PORTSMOUTH, RI 02871

32-46-25-30-00006.0202
GRAFT MARCIA K
215 ULEN OVERLOOK
LEBANON, IN 46052

32-46-25-30-00006.0203
BURG MICHAEL J + KATHLEEN T
7 VENUS WAY
SEWELL, NJ 08080

32-46-25-30-00007.0101
LILLY STEPHANIE A TR
610 JENNINGS LANDING
BATTLE CREEK, MI 49015

32-46-25-30-00007.0102
FRENZ RAYMOND J JR + BARBARA A
20941 ISLAND SOUND CIR #102
ESTERO, FL 33928

32-46-25-30-00007.0103
RUSSEL JOHN C
405 W EUGENIE ST
CHICAGO, IL 60614

32-46-25-30-00007.0201
STETZLER WILLIAM J + LINDA L
7710 SCRAPESHIN TRAIL
CHATTANOOGA, TN 37408

32-46-25-30-00007.0202
PESCATELLO WAYNE J + MARY K
8 EAST ENTERPRISE AV
PAWCATOCK, CT 06379

32-46-25-30-00007.0203
DURNIN BERNARD J +JOANNE J
20 WALLCE RD
MIDDLETOWN, NJ 07748

32-46-25-30-00008.0101
KUPIEC FRANK J
6115 MANCHESTER PL
NAPLES, FL 34110

32-46-25-30-00008.0102
CLAYTON RANDALL T + MADONNA
20945 ISLAND SOUND CIR #102
ESTERO, FL 33928

32-46-25-30-00008.0103
KING MARVIN E + ROXANNA L
1698 W TOWNSHIP RD #132
TIFFIN, OH 44883

32-46-25-30-00008.0201
BLANDOW KENNETH + BETSY L
10866 HAMILTON PASS
FISHERS, IN 46038

32-46-25-30-00008.0202
HARVEY DIANA L TR
20945 ISLAND SOUND CIR #202
ESTERO, FL 33928

32-46-25-30-00008.0203
ALBARELLO VALERIO
735 HANOVER RD
MERIDEN, CT 06451

32-46-25-30-00009.0101
ESCKILSEN GARY L + TERESA
20589 ARMADA COURT
ESTERO, FL 33928

32-46-25-30-00009.0102
KEMMERER JAY R
449 VINEMONT RD
READING, PA 19608

32-46-25-30-00009.0103
FELLERSON KENNETH L TR +
1012 BIRCH HAVEN CIR
MONONA, WI 53716

32-46-25-30-00009.0201
ELDEIRY ADEL + LORRAINE
20951 ISLAND SOUND CIR #201
ESTERO, FL 33928

32-46-25-30-00009.0202
HAYES MILDRED L TR +
20951 ISLAND SOUND CIR #202
ESTERO, FL 33928

32-46-25-30-00009.0203
ALLEN GLORIA
6201 SWAN CREEK RD
ROCK HALL, MD 21661

32-46-25-30-00010.0101
MICHETTI FABRIZIO + CHRISTA
4334 MILCROFT PARK DR
BULINGTON, ON L7M 4R1
CANADA

32-46-25-30-00010.0102
KLAUSNER AMY
20955 ISLAND SOUND CIR #102
ESTERO, FL 33928

32-46-25-30-00010.0103
WALLACE MATTHEW G
20955 ISLAND SOUND CIR #103
ESTERO, FL 33928

32-46-25-30-00010.0201
SHARIFF MOHAMMED Y + MAHJABEEN
609 W RAVINSWOOD RD
PEORIA, IL 61615

32-46-25-30-00010.0202
ROBBINS CHRISTOPHER F + HELEN
2 STONELEIGH CLOSE
HIGHWECK
NEWTON ABBOT DEVON,
UNITED KINGDOM

32-46-25-30-00010.0203
LEONARD JOSEPH A JR +CANDACE M
12 POINT DR
SOMERS POINT, NJ 08244

32-46-25-30-00011.0101
KLAUSNER HARRY J
P O BOX 07279
FORT MYERS, FL 33919

32-46-25-30-00011.0102
TOBIN ALICE M + DENNIS M
83 MILLER BLVD
SYOSSET, NY 11791

32-46-25-30-00011.0103
PAULSON MARLOW H JR
20961 ISLAND SOUND CIR #103
ESTERO, FL 33928

32-46-25-30-00011.0201
CHAMPION RICHARD P + DORENE D
38 ARBOR CREEK DR
PITTSFORD, NY 14534

32-46-25-30-00011.0202
NORRIS JUDD M + MARY M
8615 BLACKPOOL DR
LOUISVILLE, KY 40222

32-46-25-30-00011.0203
CHAMPION JARED M
177 MADISON AVE #5-A
NEW YORK, NY 12201

32-46-25-30-00012.0101
ENGER JAMES G +
9668 CREAWOOD FRST
WILLOUGHBY, OH 44094

32-46-25-30-00012.0102
STRAUS THOMAS H + SUSAN M
320 SENECA CREEK RD
WEST SENECA, NY 14224

32-46-25-30-00012.0103
CAMPBELL PHILIP A + SUZANNE
2130 FOXCLIFF NORTH
MARTINSVILLE, IN 46151

32-46-25-30-00012.0201
ADAPTIVE COMPUTER TECHNOLOGY
930 TAHOE BLVD #802-359
INCLINE VALLEY, NV 89451

32-46-25-30-00012.0202
JESBERGER KENNETH R + JOANN M
7073 ANSELMO CT
DUBLIN, OH 43017

All data is current at time of printing and subject to change without notice.

32-46-25-30-00012.0203
AXELROD SARI + JEFFREY S
15590 YORK CIR NW
RAMSEY, MN 55303

32-46-25-30-00013.0101
SHULTIS ROY C + ELIZABETH A
RR #4
EGANVILLE, ON K0J 1T0
CANADA

32-46-25-30-00013.0102
VEGLIANTE ANTHONY J +
9000 STRATFORD LN
ALEXANDRIA, VA 22308

32-46-25-30-00013.0103
GOTTFRID JOSHUA N + LINDA S
10 AUSTIN DR
BASKING RIDGE, NJ 07920

32-46-25-30-00013.0201
TRENTADUE VICTOR M + HELEN
3026 NORTH WINDSOR DR
ARLINGTON HEIGHTS, IL 60004

32-46-25-30-00013.0202
COSTELLO RICHARD J + MARYANNE
20975 ISLAND SOUND CIR #202
ESTERO, FL 33928

32-46-25-30-00013.0203
EVANS KENNETH E + WILMA
9 GRENVILLE RD
RIVERVIEW, NB E1B 4S2
CANADA

32-46-25-30-00015.0101
RENO WILLIAM M + LYNN A
20916 ISLAND SOUND CIR #101
ESTERO, FL 33928

32-46-25-30-00015.0102
CONSTABILE RICHARD J
20916 ISLAND SOUND CIR #102
ESTERO, FL 33928

32-46-25-30-00015.0103
MILLER DAVID + DEBORAH
20916 ISLAND SOUND CIR #103
ESTERO, FL 33928

32-46-25-30-00015.0104
SHEA BONNIE J
PO BOX 362
STRATHAM, NH 03885

32-46-25-30-00015.0105
MEHTA DAVID K + MARY B
4390 D'EVEREUX DR
PENSACOLA, FL 32504

32-46-25-30-00015.0106
KOZAK JOHN M SR + MARIE E
20830 GLENEAGLES LINKS DR
ESTERO, FL 33928

32-46-25-30-00015.0201
GRENIER G RONALD + RHEA A
20916 ISLAND SOUND CIR #201
ESTERO, FL 33928

32-46-25-30-00015.0202
THOMAS DONALD A
P O BOX 947
GRANGER, IN 46530

32-46-25-30-00015.0203
MONDE KENNETH M
20916 ISLAND SOUND CIR #203
ESTERO, FL 33928

32-46-25-30-00015.0204
ARCHER WILLIS N + GRETTA B
11346 ARCHER HILL RD
RANDOLPH, NY 14772

32-46-25-30-00015.0205
MURPHY TERRENCE + SUSAN
161 MAYFLOWER HEIGHTS DR
OAKLAND, ME 04963

32-46-25-30-00015.0206
PETRI DENNIS + LOLA +
56488 KIRKRIDGE TRAIL
SHELBY TOWNSHIP, MI 48316

32-46-25-30-00015.0301
OLDHAM PATRICIA C
174 FOX HILL RD
WETHERFIELD, CT 06109

32-46-25-30-00015.0302
FORREST DONAVON D + CYNTHIA A
402 FORREST WOOD AVE
WEST JEFFERSON, OH 43162

32-46-25-30-00015.0303
SLATE JOHN R JR + ROSEMARY
20916 ISLAND SOUND CIR #303
ESTERO, FL 33928

32-46-25-30-00015.0304
CHRISTOPHER CAROLE A
1108 WILLOW GROVE CT
ROCHESTER HILLS, MI 48307

32-46-25-30-00015.0305
WILNER MARK E
233 BRICKETTE HILL CIR
HAVERHILL, MA 01830

32-46-25-30-00015.0306
MCGONIGLE JOHN E + ELIZABETH M
3701 46TH ST
ROCK ISLAND, IL 61201

32-46-25-30-00015.0402
HERB JOHN M + KATHRYN M
1146 EAST PACIFIC ST
APPLETON, WI 54911

32-46-25-30-00015.0403
DWYER JOSEPH P + DONNA M
419 SHOEMAKER WAY
LANDSDALE, PA 19446

32-46-25-30-00015.0404
KETTERHAGEN KATHLEEN M +
20916 ISLAND SOUND CIR #404
ESTERO, FL 33928

32-46-25-30-00015.0405
CORYDON PROPERTIES
10638 BUTTERNUT RD
CHESTERLAND, OH 44026

32-46-25-30-00016.0101
DEVRIES HARRY F + JUDY A +
38 THIRLMERE RD
LONDON, ON N6G 4P7
CANADA

32-46-25-30-00016.0102
HASTINGS MICHAEL C + GILLIAN M
BROOKSLANDS MAINSTREET
CLIPSHAM
RUTLAND LE157SH,
GREAT BRITAIN

32-46-25-30-00016.0103
SOLYOM DALE R + SHEILA J
99 WEST LANE
LAKE BARRINGTON, IL 60010

32-46-25-30-00016.0104
WALKER SUSAN L + JAMES R
1717 FORESTHILL DR
ROCHESTER HILLS, MI 45306

32-46-25-30-00016.0105
DISCHER DARRYL E + PATRICIA L
10170 OAK HOLLOW CT
BONITA SPRINGS, FL 34135

32-46-25-30-00016.0106
WETTLAUFER DREW C +
1460 MARYLAND
BIRMINGHAM, MI 48009

32-46-25-30-00016.0201
STEELE RICHARD J TR
20918 ISLAND SOUND CIR #201
ESTERO, FL 33928

32-46-25-30-00016.0202
MILKINS DOUGLAS W + JANINE M
29905 E RIVER RD
GROSSE ILE, MI 48138

32-46-25-30-00016.0203
ZUEHL MARK +
16 W 61ST ST
DOWNERS GROVE, IL 60516

32-46-25-30-00016.0204
KREJCA JOANNE L + FRANK A
936 STRATFORD LN W
BURNSVILLE, MN 55337

32-46-25-30-00016.0205
RIDINGS JUDITH H
P O BOX 506
RICHMOND, KY 40476

32-46-25-30-00016.0206
GRAVES NORMAN S + LEONA J
112 HOLLY HILL DR
RICHMOND, KY 40475

32-46-25-30-00016.0301
GRANT JOHN J +
20918 ISLAND SOUND CIR #301
ESTERO, FL 33928

32-46-25-30-00016.0302
BLOMQUIST MARGARET TR
1410 LAKE SHORE DR S
BARRINGTON, IL 60010

32-46-25-30-00016.0303
RATHBURN ROGER + SALLY
6813 MAHATTAN STREET
PORTAGE, MI 49024

32-46-25-30-00016.0304
GOUGH A E + J A
PENTHOUSE CASTERBRIDGE CT
3 ALTON RD POOLE
DORSET BH148SJ,
GREAT BRITAIN

32-46-25-30-00016.0305
PARENT ROBERT E
20918 ISLAND SOUND CIR #305
ESTERO, FL 33928

32-46-25-30-00016.0306
LUTZ WILLIAM J + EILEEN B
20918 ISLAND SOUND CIR #306
ESTERO, FL 33928

32-46-25-30-00016.0402
HAGER DEBORAH + DAVID
111 WOODLAND DR
LAKE BARRINGTON, IL 60010

32-46-25-30-00016.0403
SALDANA LINDA L
10024 ORCHID RIDGE LN
BONITA SPRINGS, FL 34135

32-46-25-30-00016.0404
SCHMITT BRUCE W
20918 ISLAND SOUND CIR #404
ESTERO, FL 33928

32-46-25-30-00016.0405
ATKINSON ALAN G + LINDA
3 MEADE CLOSE
BILLERICAY
ESSEX,
UNITED KINGDOM

32-46-25-30-00017.0101
GEORGE PETER R
20922 ISLAND SOUND CIR #101
ESTERO, FL 33928

32-46-25-30-00017.0102
TUCKWILLER A ROSS + SANDRA P
16423 GLENSHANNON DR
HOUSTON, TX 77059

32-46-25-30-00017.0103
TAYLOR RONDEL E + GERALDINE A
7320 WENTWORTH LN
LAFAYETTE, IN 47905

32-46-25-30-00017.0104
HARDING BRADLEY A + TRICIA L
7655 FARRELL DR
LAKEWOOD, IL 60014

32-46-25-30-00017.0105
ADAMS MICHAEL T + MARGARET M
305 HILLCREST DR
MADISON, IN 47250

32-46-25-30-00017.0106
GORMICK CHARLES + NANCY
696 LINWOOD AV
ST PAUL, MN 55105

32-46-25-30-00017.0201
HOSMER MERRILL J
535 MAIN ST
COTUIT, MA 02635

32-46-25-30-00017.0202
MAIORINO PASQUALE + DONNA +
30 WOODLAND DR
FALMOUTH, MA 04105

32-46-25-30-00017.0203
HOWITT PETER W + PATRICIA L
20 COOKE ST
PROVIDENCE, RI 02906

All data is current at time of printing and subject to change without notice.

32-46-25-30-00017.0204
ERNST BARRY
7303 LAKE DR
FORT MYERS, FL 33908

32-46-25-30-00017.0205
WIERZBINSKI PHILIP J +
372 AVENA CIR
NAPERVILLE, IL 60565

32-46-25-30-00017.0206
KASSAN ARTHUR + ELIZABETH J
348 OCEAN BLVD
ATLANTIC HIGHLANDS, NJ 07716

32-46-25-30-00017.0301
DICKINSON WILLIAM B + LINDA E
6126 BELL STATION RD
GLENN DALE, MD 20769

32-46-25-30-00017.0302
DODGE JAMES C + KAREN M
22 WESTCHESTER BLVD
BOLTON, ON L7E 5Z6
CANADA

32-46-25-30-00017.0303
BROWN CLARENCE + SOCORRO
335 W LAS FLORES DR
ALTADENA, CA 91001

32-46-25-30-00017.0304
HILDEBRAND LARRY D + DOREDA
2684 SW WINDERMERE DR
TREMONT, IL 61568

32-46-25-30-00017.0305
HERZOG JEFFREY T + MARY
2065 89TH CT W
NORTHFIELD, MN 55057

32-46-25-30-00017.0306
WALSH MICHAEL F + LINDA B
4228 TIMBALIER DR
COLUMBUS, GA 31907

32-46-25-30-00017.0402
CLARK MARCIA CO-TR +
20922 ISLAND SOUND CIR
ESTERO, FL 33928

32-46-25-30-00017.0403
ORDOGNE RENE D + PHYLLIS
6604 MUIRWOOD CT
LISLE, IL 60532

32-46-25-30-00017.0404
JONES THOMAS R
7 HUNTINGTON LN
NEW FAIRFIELD, CT 06812

32-46-25-30-00017.0405
MITTMAN CHRISTINE + ROY D
2006 MILL POND CT
WALL, NJ 07719

32-46-25-30-00018.0101
JAMES MICHAEL K + STEPHANIE M
20930 ISLAND SOUND CIR #101
ESTERO, FL 33928

32-46-25-30-00018.0102
THORKELSON MARY E + PETER TR
1511 WHISPERING OAKS CIR
NAPLES, FL 34110

32-46-25-30-00018.0103
FORD KENNETH G + MONICA R
3101 INDIANA WELLS CT
MAUMEE, OH 43537

32-46-25-30-00018.0104
VANDERMARK ROBERT O + MARY K
14062 N FOREST BEACH SHORES RD
NORTHPORT, MI 49670

32-46-25-30-00018.0105
FREDERIKSEN ROBERT W
1531 WHISPERING OAKS
NAPLES, FL 34110

32-46-25-30-00018.0106
SLATON GERALD L + CAROL L
20930 ISLAND SOUND CIR #106
ESTERO, FL 33928

32-46-25-30-00018.0201
HERR JAMES F + JUDITH ANN
E4585 483RD AVE
MENOMONIE, WI 54751

32-46-25-30-00018.0202
SHAFOR GORDON TR
20930 ISLAND SOUND CIR #202
ESTERO, FL 33928

32-46-25-30-00018.0203
FORAN PATRICK N
13725 QUAIL RUN CT
LOCKPORT, IL 60441

32-46-25-30-00018.0204
OCONNOR MAURICE L + ANNETTE S
367 PINEHURST DR
EAST LONGMEADOW, MA 01028

32-46-25-30-00018.0205
DOMAIN DONALD A
20930 ISLAND SOUND CIR #205
ESTERO, FL 33928

32-46-25-30-00018.0206
SHAW WILLIAM S + JUDITH A TR
6745 ROBIN HOOD CT
INDIANAPOLIS, IN 46227

32-46-25-30-00018.0301
LAROCHE CHARLES H + JOAN P
20930 ISLAND SOUND CIR #301
ESTERO, FL 33928

32-46-25-30-00018.0302
OWEN-GORGEY KATHERINE +
20930 ISLAND SOUND CIR #302
ESTERO, FL 33928

32-46-25-30-00018.0303
ACHTERBERG RICAHRD I + DIANE D
2659 FISK AV
OSHKOSH, WI 54902

32-46-25-30-00018.0304
MITTMAN ROY D + CHRISTINE
2006 MILL POND CT
WALL, NJ 07719

32-46-25-30-00018.0305
MERZ JOHN H + KATHERINE M
1030 SOUTH WESTERN AV
PARK RIDGE, IL 60068

32-46-25-30-00018.0306
ZONCA NORBERT + MARY ANN
12198 WINDCHILL WAY
FENTON, MI 48430

32-46-25-30-00018.0402
RODGERS HELLEN G + JAMES H
20930 ISLAND SOUND CIR #402
ESTERO, FL 33928

32-46-25-30-00018.0403
SILVER NORMA B
2375 HUDSON TER APT 5-A
FORT LEE, NJ 07024

32-46-25-30-00018.0404
PIEPER RICHARD A +
487 MILL WRIGHTER WAY
LANSDALE, PA 19446

32-46-25-30-00018.0405
LOMBARDO SALVATORE D +
419 BRAMBLESIDE DR
BRUNSWICK, OH 44212

32-46-25-30-00019.0101
MAGRANE WILLIAM G JR TR +
1539 SIOUX TRAIL
NILES, MI 49120

32-46-25-30-00019.0102
RATH SHARON L
20940 ISLAND SOUND CIR #102
ESTERO, FL 33928

32-46-25-30-00019.0103
HENSLER MICHAEL J + MARY JO +
450 OAKLAWN DR
PITTSBURGH, PA 15241

32-46-25-30-00019.0104
MANDEL SUSAN E
38070 ROGERS RD
WILLOUGHBY HILLS, OH 44094

32-46-25-30-00019.0105
PERINO ANGELA C
4638 COTTONWOOD DR
ANN ARBOR, MI 48108

32-46-25-30-00019.0106
SQUIRE INVESTMENTS LLC
5831 HARBORAGE DR
FORT MYERS, FL 33908

32-46-25-30-00019.0201
ARMIGER HOPE + DAVID
7 HERON ISLE CT
OCEAN PINES, MD 21811

32-46-25-30-00019.0202
LAROCHE JOHN W + MAUREEN G
572 SHAKER RD
NORTHFIELD, NH 03276

32-46-25-30-00019.0203
SPINELLA MYRON J + WENDY
798 CONNECTICUT VIEW DR
OYSTER BAY, NY 11771

32-46-25-30-00019.0204
BARRETO AMELIA M TR
5962 CAROL CT
BONITA SPRINGS, FL 34134

32-46-25-30-00019.0205
LANHAM KENNETH R + MARGARET M
2824 RIEDLING DR
LOUISVILLE, KY 40206

32-46-25-30-00019.0206
PETRO JERRY D TR+
210 FAIRWAY LAKES DR
FRANKLIN, IN 46131

32-46-25-30-00019.0301
GINTER ROBERT A TR +
20940 ISLAND SOUND CIR #301
ESTERO, FL 33928

32-46-25-30-00019.0302
CANNATA GAETANO JR +NANCY DELL
123 CHRISTOPHER LN
FEEDING HILLS, MA 01030

32-46-25-30-00019.0303
CANNONE DOMINICK + SANDRA L
3409 DRIFTWOOD RD
BERNUS POINT, NY 14712

32-46-25-30-00019.0304
APPELROUTH STEWART L + GAIL R
8290 SW 114TH ST
MIAMI, FL 33156

32-46-25-30-00019.0305
CORCORAN JOHN + KAREN M TR
16334 BLUE TEAL TRL
HEMLOCK, MI 48626

32-46-25-30-00019.0306
PHILLIPS JOHN K + VERA M +
21888 MASTERS CIR
ESTERO, FL 33928

32-46-25-30-00019.0402
RUTTER STEPHEN J +
65 OLD LONG RIDGE RD
STAMFORD, CT 06903

32-46-25-30-00019.0403
MATTHIAS FRED + SANDY
20940 ISLAND SOUND CIR #403
ESTERO, FL 33928

32-46-25-30-00019.0404
FARR EILEEN A
20940 ISLAND SOUND CIR #404
ESTERO, FL 33928

32-46-25-30-00019.0405
CARON ROBERT C +
1070 ORCHARD POND CT
LAKE ZURICH, IL 60047

32-46-25-30-00020.0101
LICATA CHRISTINE M +
354 SAN GABRIEL DR
ROCHESTER, NY 14018

32-46-25-30-00020.0102
STEARNS LORRAINE F + CLYDE E
16316 NAUTICAL WAY APT 206
BOKEELIA, FL 33922

32-46-25-30-00020.0103
SIMS R KEVIN +
3741 CAPICANO DR
WEST LAFAYETTE, IN 47906

32-46-25-30-00020.0104
CALABRETTA JOSEPH W
1107 WHEATON CIR
MASSILLON, OH 44646

32-46-25-30-00020.0105
WHITE LAWRENCE R + THERESA A
1537 SERENITY CIR
NAPLES, FL 34110

32-46-25-30-00020.0106
PETROVICKY ROBERT + SARKA
11 FLINTLOCK RIDGE
SIMSBURY, CT 06070

32-46-25-30-00020.0201
LANGE SONYA A TR
12904 CANTERBURY RD
LEAWOOD, KS 66209

32-46-25-30-00020.0202
WILLIAMS MARY M + LAWRENCE G
111 CHANDELEUR DR
MOORESVILLE, NC 28117

32-46-25-30-00020.0203
GARRITY LILLIAN H TR
821 KALAMAZOO CIR
VERNON HILLS, IL 60061

32-46-25-30-00020.0204
CAHILL DENNIS A + DONNA
4013 BOTANICAL LN
LAFAYETTE, IN 47905

32-46-25-30-00020.0205
ALBIN MYRA D TR+
102 NE 2ND ST
PMB 197
BOCA RATON, FL 33432

32-46-25-30-00020.0206
JARVI REED K + DARLENE A
1281 VENETIAN WAY
NAPLES, FL 34110

32-46-25-30-00020.0301
KOEPPEL CALVIN E TR
725 E IRVING PARK RD STE D
ROSELLE, IL 60172

32-46-25-30-00020.0302
NARDO MICHAEL J + CAROL J
7235 SOUTHWICK CT
FRANKFORT, IL 60423

32-46-25-30-00020.0303
MANN JERRY D
2233 LONGBOAT DR
NAPLES, FL 34104

32-46-25-30-00020.0304
PETTITT FRAN W + SANDRA S
891 CAROLINA WAY
AVON, IN 46123

32-46-25-30-00020.0305
WOLF MARY DENISE
27499 RIVERVIEW CENTER BLVD
BONITA SPRINGS, FL 34134

32-46-25-30-00020.0306
CICCONE RONALD J + JOAN B
25066 RIDGE OAK DR
BONITA SPRINGS, FL 34134

32-46-25-30-00020.0402
THORSEN BYRON WAYNE + A TREVA
1905 CHOCTOW CIR
LONDON, OH 43140

32-46-25-30-00020.0403
DUFFY MARY TERESE
7242 BEACH DR
MILWAUKEE, WI 53217

32-46-25-30-00020.0404
ROSENTHAL DON + MONIQUE
10520 SW 122ND ST
MIAMI, FL 33176

32-46-25-30-00020.0405
JUNGBLUTH INGEBURG
336 GILBERT ST
RIDGEWOOD, NJ 07013

All data is current at time of printing and subject to change without notice.

05-47-25-01-0000B.0560
ODONNELL LANDSCAPES INC
4291 WILLIAMS RD
ESTERO, FL 33928

05-47-25-01-0000B.0570
ODONNELL LANDSCAPES INC
4291 WILLIAMS RD
ESTERO, FL 33928

05-47-25-01-0000B.057B
CUSHING WILLIAM L
22071 KINGS RD
ESTERO, FL 33928

05-47-25-01-0000B.057D
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-01-0000B.058A
CHARLOTTE ELECTRONICS CORP
QUALICOM
2100 ELECTRONICS LN
FORT MYERS, FL 33912

05-47-25-01-0000B.058C
ROBERTSON STEWART B + SISSEL W
4401 WILLIAMS RD
ESTERO, FL 33928

05-47-25-01-0000B.058E
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-01-0000B.059B
ODONNELL ALBERT S + PATRICIA
4291 WILLIAMS RD
ESTERO, FL 33928

05-47-25-03-00020.0010
MONTEROSSO JAMES A +
3451 ALLEGHENY CT
NAPLES, FL 34120

05-47-25-03-00020.0040
ACKERMAN DEL H +
5610 CYNTHIA LN
NAPLES, FL 34112

05-47-25-01-0000B.056A
O DONNELL LANDSCAPES INC
4291 WILLIAMS RD
ESTERO, FL 33928

05-47-25-01-0000B.057A
HOOSE LENORA FAYE
22141 KINGS RD
ESTERO, FL 33928

05-47-25-01-0000B.057C
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-01-0000B.0580
ODONNELL ALBERT S + PATRICIA E
4291 WILLIAMS RD
ESTERO, FL 33928

05-47-25-01-0000B.058B
SIMS MARILYN V TR
804 DAVENPORT RD
GATLINBURG, TN 37738

05-47-25-01-0000B.058D
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-01-0000B.0590
ODONNELL ALBERT S + PATRICIA E
4291 WILLIAMS RD
ESTERO, FL 33928

05-47-25-01-0000B.059C
POGUE JACK L/E
4351 WILLIAMS RD
ESTERO, FL 33928

05-47-25-03-00020.0020
ODONNELL PATRICIA
4291 WILLIAMS RD
ESTERO, FL 33928

05-47-25-03-00020.0050
HOGAN CYNTHIA +
7111 BALDWIN RIDGE RD
WARRENTON, VA 20187

All data is current at time of printing and subject to change without notice.

05-47-25-03-00020.0060
GRAY RACHEL B TR
540 NEAPOLITAN WAY
NAPLES, FL 34103

05-47-25-03-00021.0010
THIERY EDWARD W JR
2 BRATENAL PL U 3E
CLEVELAND, OH 44126

05-47-25-03-00021.0020
GISSIN ARMAND + RUTH
284 SHORE DR E
MIAMI, FL 33133

05-47-25-03-00021.0040
WILLIAMS JANET C 62.5% +
812 LAMPLIGHT LN
HAZELWOOD, MO 63042

05-47-25-03-00021.0060
SANTINO VITO D
V DANTE
1911 NE 164TH ST
NORTH MIAMI BEACH, FL 33162

05-47-25-03-00021.0160
SMITH JEFFREY H
2251 POINCIANA ST
NAPLES, FL 34105

05-47-25-03-00021.0170
JOHNSON ANGLEA GAIL
26978 PIVA CT
BONITA SPRINGS, FL 34134

05-47-25-03-00021.0190
DOBBERSTEIN ERIC
27647 FRANKIN ST
BONITA SPRINGS, FL 34134

05-47-25-03-00021.0210
ACKERMAN DEL H +
5610 CYNTHIA LN
NAPLES, FL 34112

05-47-25-03-00021.0220
DANTE VICTOR F
1911 NE 164TH ST
NORTH MIAMI BEACH, FL 33162

05-47-25-03-00022.0010
SHAFFER ROBERT
26901 PINE AV #B
BONITA SPRINGS, FL 34135

05-47-25-03-00022.0020
WILCOX BARBARA J
1012 ADELAIDE ST
HERMITAGE, PA 16148

05-47-25-03-00022.0050
ACKERMAN DEL H + NANCY R
5610 CYNTHIA LN
NAPLES, FL 34112

05-47-25-03-00022.0060
PORTER MARY ANNE
C/O JANE P ALLISON
3409 GREENWAY
BALTIMORE, MD 21218

05-47-25-03-00022.0160
MCPHILLIPS WILLIAM A EST
1843 E 32ND ST
LORAIN, OH 44055

05-47-25-03-00022.0170
CONNORS JOSEPH P + CAROL
11131 ORANGEWOOD DR
BONITA SPRINGS, FL 34135

05-47-25-03-00022.0180
SCOVEL SCOTT
27102 ELAINE DRIVE
BONITA SPRINGS, FL 34135

05-47-25-03-00022.0190
COCHRAN JIMMIE J
P O BOX 1701
FT MYERS, FL 33902

05-47-25-03-00022.0200
WILCOX BARBARA J
1012 ADELAIDE ST
GERMITAGE, PA 16148

05-47-25-03-00022.0210
MACKAY INGA M
5801 THOMAS DR APT 826
PANAMA CITY BEACH, FL 32408

All data is current at time of printing and subject to change without notice.

05-47-25-03-00023.0010
FEENEY ELOISE TR
12 CREST ST
WETHERSFIELD, CT 06109

05-47-25-03-00023.0020
SHAFFER ROBERT
27273 DORTCH AV
BONITA SPRINGS, FL 34135

05-47-25-03-00023.0040
JOHNSON OLIVIA DAWN
4738 LEONARD BLVD
LEHIGH ACRES, FL 33913

05-47-25-03-00023.0060
GUARNERI CARL A +
215 SHINGLE HILL RD
WEST HAVEN, CT 06516

05-47-25-03-00023.0150
WYCLIFFE CO
C/O DR H K TERRY
600 NE 55TH TER
MIAMI, FL 33137

05-47-25-03-00023.0170
JOHNSON ROY JR
5276 COCONUT RD
BONITA SPRINGS, FL 34134

05-47-25-03-00023.0190
AMIS WILLIAM DOUGLAS
PO BOX 211
BONITA SPRINGS, FL 34133

05-47-25-03-00023.0200
SHAFFER ROBERT
26901 PINE AVE APT B
BONITA SPRINGS, FL 34135

05-47-25-03-00023.0210
SHAFFER ROBERT W
26901 PINE AVE APT B
BONITA SPRINGS, FL 34135

05-47-25-03-00024.0010
YOUNG JAMES L
215 BLACK HAWK WAY
MURFREESBORO, TN 37127

05-47-25-03-00024.0020
AHMAD FREDDIE + SUAD
28811 BROCKWAY DR
WESTLAKE, OH 44145

05-47-25-03-00024.0070
SHAFFER ROBERT
26901 PINE AVE APT B
BONITA SPRINGS, FL 34135

05-47-25-03-00025.00CE
HALE NORMAN F
10611 BAYSHORE RD
NORTH FORT MYERS, FL 33917

06-47-25-00-00002.0000
TIITF STATE OF FLORIDA
C/O DIV OF STATE LANDS
3900 COMMONWEALTH BLVD
MAIL STATION 115
TALLAHASSEE, FL 32399

06-47-25-00-00002.0030
PELICAN LANDING TIMESHARE
200 WEST MADISON ST
CHICAGO, IL 60606

08-47-25-00-00001.0030
PELICAN LANDING GOLF RESORT
24301 WALDEN CENTER DR
BONITA SPRINGS, FL 34134

Bill Horner
Lee County Port Authority
16000 Chamberlin Pkwy. Suite 8671
Fort Myers, FL 33913-8899

Johnson Engineering Inc. (Agent)
David V. Willem
2158 Johnson St.
Fort Myers, FL 33901

West Bay Club Development Corp. (owner/applicant)
4600 West Bay Blvd.
Estero, FL 33928

336 LABELS PRINTED

All data is current at time of printing and subject to change without notice.

30-46-25-07-00RC1.00CE
WEST BAY CLUB DEV CORP
WEST BAY CLUB COMM ASSN
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-07-00LK1.00CE
WEST BAY CLUB DEV CORP
WEST BAY CLUB COMM ASSN
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-07-00MF1.0000
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-08-00000.00CE
TURTLE POINTE AT WEST BAY CLUB
19551 MARSH POINTE RUN
ESTERO, FL 33928

31-46-25-08-00001.0102
POLIGNANI THOMAS H + KAREN A
19500 MARSH POINTE RUN #102
ESTERO, FL 33928

31-46-25-08-00001.0202
STAUN RICHARD T + JUDITH
1202 COLONIAL WAY
CHARLESTON, WV 25314

31-46-25-08-00002.0102
FISHMAN JAY S + BARBARA A
2248 PLANETREE CT
COLUMBUS, OH 43235

31-46-25-08-00002.0202
WORLEY JAMES A JR + LINDA COTR
P O BOX 1375
CHEROKEE, NC 28719

31-46-25-08-00003.0102
SHANKLIN WILLIAM E +
23164 S DUTCH DR
FRANKFORT, IL 60423

31-46-25-08-00003.0202
RODE PATRICIA O
19520 MARSH POINTE RUN #202
ESTERO, FL 33920

31-46-25-07-00C12.00CE
WEST BAY CLUB DEV CORP
WEST BAY CLUB COMM ASSN
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-07-00LS8.00CE
WEST BAY CLUB DEV CORP
WEST BAY CLUB COMM ASSN
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-07-00RD8.00CE
WEST BAY CLUB DEV CORP
WEST BAY CLUB COMM ASSN
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-08-00001.0101
MANTLE RAYMOND G + CATHERINE
OVERTON GRANGE FARM
OVERTON LUDLOW SHROPSHIRE,
UNITED KINGDOM

31-46-25-08-00001.0201
RANDA LARRY K TR 1/2 INT
8537 CLYNDERVEN
BURR RIDGE, IL 60527

31-46-25-08-00002.0101
OJEDA PEDRO + MARY
19510 MARSH POINTE RUN #101
ESTERO, FL 33928

31-46-25-08-00002.0201
PATTERSON WARREN D + MARY C K
2862 MANCHESTER RD
SHAKER HEIGHTS, OH 44122

31-46-25-08-00003.0101
CONNORS JOHN J + BARBARA G
3 STONE MEADOW DR
WESTWOOD, MA 02090

31-46-25-08-00003.0201
VANWAGONER JAMES C + SALLY J
19520 MARSH POINT RUN
#3-201
ESTERO, FL 33928

31-46-25-08-00004.0101
BROWNING KENNETH R + AMANDA B
5546 OAK GROVE DR
LONG GROVE, IL 60047

31-46-25-08-00004.0102
RINGIEWICZ PAUL DR TR
1223 PROVIDENCE RD
MEDIA, PA 19063

31-46-25-08-00004.0202
LIBELL CHARLES F +
1081 SEDGWICK COURT
COLUMBUS, OH 43235

31-46-25-08-00005.0102
WILEY MICHAEL W + HOLLY W
12448 GLEN DURGAN DR
CARMEL, IN 46032

31-46-25-08-00005.0202
OCONNELL JOHN T + CELESTE J
129 INDIAN WOOD LN
INDIANHEAD PARK, IL 60525

31-46-25-08-00006.0102
EMMONS DAVID E
111056 WINDERMERE BLVD
FISHERS, IN 46038

31-46-25-08-00006.0202
MCEUAN RON H + ELIZABETH
C/O R + E MCEUAN
20 GUILDWOOD PKWY
PENTHOUSE 4
SCARBOROUGH, ON M1E 5B6
CANADA

31-46-25-08-00007.0102
MACDOWELL ROSS + BARBARA
273 POINTE-COUPEE
RIGAUD, QC J0P 1P0
CANADA

31-46-25-08-00007.0202
BIELING ERNEST C + DARBY K
19560 MARSH POINTE RUN #202
ESTERO, FL 33928

31-46-25-08-00008.0102
BOND KAYE L
P O BOX 1393
GULF SHORES, AL 36547

31-46-25-08-00008.0202
BROWN SUSAN L
19570 MARSH POINTE RUN #202
ESTERO, FL 33928

31-46-25-08-00004.0201
FURCIATO ROBERT + CHRISANN
5 BERESFORD PL
ROCKAWAY, NJ 07866

31-46-25-08-00005.0101
HUMBLE PAUL TERRENCE TR
514 TRACEMORE LANE
WEST LIBERTY, OH 43357

31-46-25-08-00005.0201
JARRES LARRY F + SHELIA T
3N069 CAMPTON WOODS DR
ELBURN, IL 60119

31-46-25-08-00006.0101
BELDEN PAUL D + CAROL S
10554 HYDE PARK
CARMEL, IN 46032

31-46-25-08-00006.0201
FITZPATRICK THOMAS + LOISANNE
643 OLYMPIA HILLS CIR
BERWYN, PA 19312

31-46-25-08-00007.0101
ODONNELL HAROLD D + JENNIFER R
1081 DOVE RUN ROAD
LEXINGTON, KY 40502

31-46-25-08-00007.0201
WALLIS CHARLES E + LESLIE S
10 MOUNTAIN LAURELS 303
NASHUA, NH 03062

31-46-25-08-00008.0101
ARAKELIAN ROBERT + JACQUELIN A
19570 MARSH POINTE RUN #101
ESTERO, FL 33928

31-46-25-08-00008.0201
MCGOVERN STEVEN + BRYANNE
23 LYNBROOK RD
SOUTHBORO, MD 01772

31-46-25-08-00009.0101
MAYBERRY JOHN A + LINDA J
135 DAVENPORT FARM LANE WEST
STAMFORD, CT 06903

31-46-25-08-00009.0102
SCHNORF RICHARD P +
5420 BLACKHAWK FOREST DR
WESTERVILLE, OH 43082

31-46-25-08-00009.0202
VIAZANKO ROBERT J + LINDA G
47237 MALBURG WAY DR
MACOMB, MI 48044

31-46-25-08-00010.0102
DAVIS JOHN DOUGLAS TR
19081 RIDGEPOINT DR #102
ESTERO, FL 33928

31-46-25-08-00010.0202
RIES JAMES R
19081 RIDGEPOINT DR #202
ESTERO, FL 33928

31-46-25-08-00011.0102
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-08-00011.0202
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-08-00012.0102
PAYNE SUSAN R
6 SKOPELOS CIR
ANDOVER, MA 01810

31-46-25-08-00012.0202
BIELING THOMAS G + MAUREEN
2214 BRIAR HILL DR
CHAMPAGNE, IL 61822

31-46-25-08-00023.0102
SACKETT JOHN + ELLEN R
6931 RIVERSEDGE ST CIR
BRADENTON, FL 34202

31-46-25-08-00023.0202
SCRIBNER GERALD B
1909 MEADOW LN
WYOMISSING, PA 19610

31-46-25-08-00009.0201
QUANE DANIEL E + VIRGINIA
930 BARTLETT TER
LIBERTYVILLE, IL 60048

31-46-25-08-00010.0101
GATES RICHARD S + REBECCA B
155069 SPRING MEADOW LN
GRANGER, IN 46530

31-46-25-08-00010.0201
LONGO PAUL + ANN MARIE
53 SINGWORTH ST
OYSTER BAY, NY 11771

31-46-25-08-00011.0101
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-08-00011.0201
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-08-00012.0101
DRUDE THOMAS 75% +
2100 FORD PKWY STE 201
ST PAUL, MN 55116

31-46-25-08-00012.0201
MCCULLOUGH WILLIAM + PATRICIA
19061 RIDGEPOINT DR #201
ESTERO, FL 33928

31-46-25-08-00023.0101
RODGERS JAMES D + DONNA M
4995 MARSH TURTLE TRL #101
ESTERO, FL 33928

31-46-25-08-00023.0201
NARATIL THOMAS A + MARLENE A
113 WILLIAMSBURG COURT
NEW BURGH, NY 12550

31-46-25-08-00024.0101
FORD JAMES R + MARGARET M
107 JORDAN LN
NASSAU, NY 12123

31-46-25-08-00024.0102
DICK RAYMOND J + ELAINE M
19521 MARSH POINTE RUN #102
ESTERO, FL 33928

31-46-25-08-00024.0201
HANLON KEVIN J
P O BOX 91
MCAFEE, NJ 07428

31-46-25-08-00024.0202
WALLACE CHARLES + MARY ANN
19521 MARSH POINTE RUN #202
ESTERO, FL 33928

31-46-25-08-00025.0101
PEEDERS KENNETH P + NORMA A TR
33299 PICKEREL VIEW DR
RICHVILLE, MN 56576

31-46-25-08-00025.0102
CAMPBELL MICHAEL J
4990 MARSH TURTLE TRL #102
ESTERO, FL 33928

31-46-25-08-00025.0201
FALINI JAMES BRAIN +
4990 MARSH TURTLE TRL #201
ESTERO, FL 33928

31-46-25-08-00025.0202
NEVARA JAMES C JR +
1370 LAUREL OAKS
STREAMWOOD, IL 60107

31-46-25-08-00026.0101
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-08-00026.0102
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-08-00026.0201
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-08-00026.0202
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-09-00000.00CE
INDIGO SHORES AT WEST BAY CLUB

,

31-46-25-09-00001.0101
USEN VIRGINA C
5071 INDIGO BAY BLVD #101
ESTERO, FL 33928

31-46-25-09-00001.0102
SCHROEDER THOMAS K
5071 INDIGO BAY BLVD #102
ESTERO, FL 33928

31-46-25-09-00001.0201
COTTLE MEREDITH H + STEPHEN M
5071 INDIGO BAY BLVD #201
ESTERO, FL 33928

31-46-25-09-00001.0202
COLLINS WYNELL M
4951 GULFSHORE BLVD NORTH #803
NAPLES, FL 34103

31-46-25-09-00002.0101
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-09-00002.0102
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-09-00002.0201
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-09-00002.0202
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-09-00003.0101
WATERS JAMES R +
5051 INDIGO BAY BLVD #101
ESTERO, FL 33928

31-46-25-09-00003.0102
ROSSITER WILLIAM T +
5051 INDIGO BAY BLVD #102
ESTERO, FL 33928

31-46-25-09-00003.0201
DOANE HOWARD J + KATHRYN L
56 WHITEHALL RD
AMSBURY, MA 01913

31-46-25-09-00003.0202
WEIS GERALD L
5051 INDIGO BAY BLVD #202
ESTERO, FL 33928

31-46-25-09-00004.0101
BIELEN ALAN V + LESLIE D
5041 INDIGO BAY BLVD #101
ESTERO, FL 33928

31-46-25-09-00004.0102
BARILE MICHAEL G
4975 BONITA BEACH RD #PH-5
BONITA SPRINGS, FL 34134

31-46-25-09-00004.0201
CRANE FRANK J + THERESIA G
3230 COMFORT RD
NEW HOPE, PA 18938

31-46-25-09-00004.0202
SMITH JOHN D + MARY F
521 CARLISLE CT
GLEN ELLYN, IL 60137

31-46-25-09-00005.0101
DRUCKENMILLER ORVILLE O +
5031 INDIGO BAY BLVD #101
ESTERO, FL 33928

31-46-25-09-00005.0102
FOWLER THOMAS A
5031 INDIGO BAY BLVD #102
ESTERO, FL 33928

31-46-25-09-00005.0201
GOLDBERG MICHAEL S + SHARON A
6372 S BLACKHAWK WY
AURORA, CO 80016

31-46-25-09-00005.0202
HERR J MICHAEL + NANCY A
114 RUE MARSEILLE
DAYTON, OH 45429

31-46-25-09-00006.0101
WRIGHT JOYIE L
5021 INDIGO BAY BLVD #101
ESTERO, FL 33928

31-46-25-09-00006.0102
DRUCKENMILLER LANCE
218 IRVING PL
BASKINGRIDGE, NJ 07920

31-46-25-09-00006.0201
BROUGHTON STEVEN C + JANET
5021 INDIGO BAY BLVD #201
ESTERO, FL 33928

31-46-25-09-00006.0202
GILL KENNETH E +
5021 INDIGO BAY BLVD #202
ESTERO, FL 33928

31-46-25-09-00007.0101
DOZIER RANDOLPH S + JULIA D
160 MOTTHAVEN DR
FAIRFIELD GLADE, TN 38558

31-46-25-09-00007.0102
USEN VIRGINIA C +
288 HEATH ST
CHESTNUT HILL, MA 02467

31-46-25-09-00007.0201
FERRI PETER C +
5011 INDIGO BAY BLVD #201
ESTERO, FL 33928

31-46-25-09-00007.0202
BUTLER JARED W + MARTHA H
2222 S WABASH AVE
KOKOMO, IN 46902

All data is current at time of printing and subject to change without notice.

31-46-25-09-00008.0101
MILITTI EDWARD J
1125 S 103RD ST STE 500
OMAHA, NE 68124

31-46-25-09-00008.0102
GRINDEL MANFRED W + GISELA
50 E MALL DR
MELVILLE, NY 11747

31-46-25-09-00008.0201
BRICK BETTY D
905 MT EYRE RD
NEWTON, PA 18940

31-46-25-09-00008.0202
LARIMORE SHARON D
5001 INDIGO BAY BLVD #202
ESTERO, FL 33928

31-46-25-09-00009.0101
SLAMIN FREDERICK J + SANDRA S
19000 SAPPHIRE SHORES LN #101
ESTERO, FL 33928

31-46-25-09-00009.0102
DAKENS LESLIE P + MARIJANE
3761 AV DE VENDOME
MONTREAL, QC H4A 3M8
CANADA

31-46-25-09-00009.0201
1453210 ONTARIO LIMITED
32 BERNARD AV
TORONTO, ON M5R 1R2
CANADA

31-46-25-09-00009.0202
ENGLISH STEPHANIE A TR
19000 SAPPHIRE SHORES LN #202
ESTERO, FL 33928

31-46-25-09-00010.0101
CHARETTE PATRICK J + MAXINE E
19010 SAPPHIRE SHORES LN #101
ESTERO, FL 33928

31-46-25-09-00010.0102
VANDEMERKT RICHARD J TR +
19 S OLD MILL LN
BIRR RIDGE, IL 60521

31-46-25-09-00010.0201
CROPPER MARSHALL E + JEANETTE
19010 SAPPHIRE SHORES LN #201
ESTERO, FL 33928

31-46-25-09-00010.0202
LUNDY FRANK B II + CAROLYN KAY
501 UPLAND RD
WILLIAMSPORT, PA 17701

31-46-25-09-00011.0101
KEPHART ROGER R +
10478 BUXTON PL
POWELL, OH 43065

31-46-25-09-00011.0102
GRIGG CYNTHIA DIANE TR
13 E HANNUM BLVD
SAGINAW, MI 48602

31-46-25-09-00011.0201
DANZIG MICHAEL D + JANICE
5010 ROYAL SHORES DR #201
ESTERO, FL 33928

31-46-25-09-00011.0202
JEWETT WILLIAM M + PATRICIA C
5 IVINS PLACE
RUMSON, NJ 07760

31-46-25-09-00012.0101
HEIMAN DAVID G + LYNN G
ONE COUNTRY LN
PEPPER PIKE, OH 44124

31-46-25-09-00012.0102
WORTHINGTON JOSEPH W CO TR +
5000 ROYAL SHORES DR #102
ESTERO, FL 33928

31-46-25-09-00012.0201
HARRINGTON VICKI C
4 CHERRY HILLS DR
PEKIN, IL 61554

31-46-25-09-00012.0202
MINCH GEORGE H + CLARA H
5000 ROYAL SHORES DR #202
ESTERO, FL 33928

All data is current at time of printing and subject to change without notice.

31-46-25-09-00013.0101
LAWSON DAVID D + JOYCE E
P O BOX 228
GWYNEDD VALLEY, PA 19437

31-46-25-09-00013.0102
SALES WALTER R TR
26 RIVERSIDE DR
BOZEMAN, MT 59715

31-46-25-09-00013.0201
GUCKEL GUNTER + LINDA K
5060 INDIGO BAY BLVD #201
ESTERO, FL 33928

31-46-25-09-00013.0202
ANDREOTTI JAMES P + JOAN U
#202
5060 INDIGO BAY BLVD
ESTERO, FL 33928

31-46-25-09-00014.0101
REDLINGER DONALD JOHN
1540 CLUBHOUSE DR
STEAMBOAT SPRINGS, CO 80487

31-46-25-09-00014.0102
MUGFORD EDWIN W + DIANE
8 BROAD RUN
MANAKIN SABOT, VA 23103

31-46-25-09-00014.0201
OLSEN ROY + RAGNHILD
152 BROOKSIDE LANE
ARLINGTON, NJ 07856

31-46-25-09-00014.0202
HALL PATSI F TR
4 BROAD RUN LN
MANAKIN-SABOT, VA 23103

31-46-25-09-00015.0101
HUGHES HELEN TR
810 LIBERTY BELL CRT
LIBERTYVILLE, IL 60048

31-46-25-09-00015.0102
FISCHER AUGUST W + CAROLYN
301 LA PENINSULA
NAPLES, FL 34113

31-46-25-09-00015.0201
SCHONS DORIS A TR
5050 INDIGO BAY BLVD #201
ESTERO, FL 33928

31-46-25-09-00015.0202
KEMPF THOMAS J + SAUNDRA L
5050 INDIGO BAY BLVD #202
ESTERO, FL 33928

31-46-25-09-00016.0101
HATCH JAY P +
4 BALMORAL DR
STRATHAM, NH 03885

31-46-25-09-00016.0102
BRICE ROBERT J + ROSEMARY L TR
5070 INDIGO BAY BLVD #102
ESTERO, FL 33928

31-46-25-09-00016.0201
BETTENDORF FRANK J +
2010 ALADDIN WOODS CT
COLUMBUS, OH 43212

31-46-25-09-00016.0202
HART THOMAS G + KATHRYN D
5070 INDIGO BAY BLVD # 202
ESTERO, FL 33928

31-46-25-09-00017.0101
BOW RITA A TR
5080 INDIGO BAY BLVD #101
ESTERO, FL 33928

31-46-25-09-00017.0102
STEVENS MICHAEL D + JOSEPHINE
3180 CHERRY HILL DR
BROOKFIELD, WI 53005

31-46-25-09-00017.0201
HUSSEY PETER + CARLA
45 BEAVER DAM RD
COLTS NECK, NJ 07722

31-46-25-09-00017.0202
DIEHL WILLIAM GARY TR
637 TIMBER CREEK DR
AKRON, OH 44333

All data is current at time of printing and subject to change without notice.

31-46-25-09-00018.0101
RIMES MARTIN W
5090 INDIGO BAY BLVD #101
ESTERO, FL 33928

31-46-25-09-00018.0102
MIKESELL SHARELL L TR
P O BOX 727
WADSWORTH, OH 44282

31-46-25-09-00018.0201
JOHNSON SUE V
5090 INDIGO BAY BLVD #201
ESTERO, FL 33928

31-46-25-09-00018.0202
MCCRACKEN JOHN J + PATTY J
266 VENDOME CT
GROSSE POINTE FARMS, MI 48236

31-46-25-09-00019.0101
WOJCIECHOWSKI BOHDAN + MARGOT
19500 EMERALD BAY VIEW #101
ESTERO, FL 33928

31-46-25-09-00019.0102
BLAIN FRANK + MARILYN
1133 GRAMERCY LN
ADDISON, IL 60101

31-46-25-09-00019.0201
LOFTIN GUY S +
21301 S TAMIAMI TRAIL STE 320
PMB 343
ESTERO, FL 33928

31-46-25-09-00019.0202
GABRIELSON THOMAS A
417 GREENSBORO DR
DAYTON, OH 45459

31-46-25-09-00020.0101
MCMANUS CYNTHIA F
19510 EMERALD BAY VIEW #101
ESTERO, FL 33928

31-46-25-09-00020.0102
SCOTT EDWARD D + NAN B
1229 PRINCETON PL
WILMETTE, IL 60091

31-46-25-09-00020.0201
POWAR SUSAN L
45 WINTERBERRY LN
ORELAND HILLS, OH 44022

31-46-25-09-00020.0202
KAIN GARY + ELIZABETH
67 HOWARD AVE
OAKVILLE, ON L6J 3Y4
CANADA

31-46-25-09-00021.0101
KING JEFFRY H SR +
328 APLLE BROOK DR
MALVERN, PA 19355

31-46-25-09-00021.0102
ENGEBRETSON RICHARD L +
7001 WESTON CIR
EDINA, MN 55439

31-46-25-09-00021.0201
PATTERSON WARREN J +MARY CLARE
2862 MANCHESTER RD
SHAKER HEIGHTS, OH 44122

31-46-25-09-00021.0202
SANDERS RICHARD A + GAY E
19520 EMERALD BAY VIEW #202
ESTERO, FL 33928

31-46-25-09-00022.0101
COTTON JOANNE C
274 HIGH ST
SOUTHBRIDGE, MA 01550

31-46-25-09-00022.0102
CUMMINGS CHRISTENA G
19505 EMERALD BAY VIEW #102
ESTERO, FL 33928

31-46-25-09-00022.0201
BERGEN SUSAN A TR+
16775 LUCKY BELL LN
CHAGRIN FALLS, OH 44023

31-46-25-09-00022.0202
DEUTSCHMANN KURT J + INGEBORG
19505 EMERALD BAY #202
ESTERO, FL 33928

All data is current at time of printing and subject to change without notice.

31-46-25-09-00023.0101
STS LLC
401 W MAIN ST STE 1900
LOUISVILLE, KY 40202

31-46-25-09-00023.0102
INCAVO STEPHEN J + KERRY
55 BUTLER DR S
BURLINGTON, VT 05403

31-46-25-09-00023.0201
MARRA JAMES M + CHARLOTTE A
5081 INDIGO BAY BLVD #201
ESTERO, FL 33928

31-46-25-09-00023.0202
ELLISTON ROBERT D + BONNIE G
47669 ABERDEEN DR
NOVI, MI 48374

31-46-25-11-0000F.0340
NATURES COVE/SUNSET TRACE
3111 UNIVERSITY DR STE 610
CORAL SPRINGS, FL 33065

31-46-25-11-0000F.0350
NATURES COVE/SUNSET TRACE
3111 UNIVERSITY DR STE 610
CORAL SPRINGS, FL 33065

31-46-25-11-0000F.0360
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-11-0000F.0370
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-11-0000F.0380
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-11-0000F.0390
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-11-0000F.0400
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-11-0000F.0410
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-11-0000F.0420
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-11-0000F.0430
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-11-0000F.0440
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-11-0000F.0450
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-11-0000F.0460
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-11-0000F.0470
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-11-0000F.0480
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-11-0000F.0490
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

All data is current at time of printing and subject to change without notice.

31-46-25-12-00000.0010
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-12-00000.0020
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-12-00000.0030
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-12-00000.0040
WEST BAY CLUB DEV CORP
745 7TH AV
LEHMAN BROTHERS HOLDINGS
NEW YORK, NY 10019

31-46-25-12-00000.0050
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-12-00000.0060
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-12-00000.0070
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-12-00000.0080
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-12-00000.0090
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-12-00000.0100
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-12-00000.0110
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-12-00000.0120
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-12-00000.0130
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-12-0000A.0000
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

31-46-25-14-00000.00CE
TURTLE POINTE COVE AT WEST BAY
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-14-0000A.00CE
CENTEX HOMES
TURTLE POINTE COVE ASSN
5801 PELICAN BAY BLVD
ESTERO, FL 33928

31-46-25-14-0000B.00CE
CENTEX HOMES
TURTLE POINTE COVE ASSN
5801 PELICAN BAY BLVD
ESTERO, FL 33928

31-46-25-14-0000C.00CE
TURTLE POINTE COVE AT WEST BAY
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-14-0000D.00CE
CENTEX HOMES
TURTLE POINTE COVE
5801 PELEICAN BAY BLVD
ESTERO, FL 33928

31-46-25-14-0000I.0010
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

All data is current at time of printing and subject to change without notice.

31-46-25-14-0000I.0020
DENISTON ANDREW J + KATHLEEN
12 SPRINGLAKE AVE
HINSDALE, IL 60521

31-46-25-14-0000I.0030
PETER ROSS + CAROLYN
614 EAGLE TRACE
QUINCY, IL 62305

31-46-25-14-0000I.0040
CENTEX HOMES
5801 PELICAN BAY BLVD
STE 600
NAPLES, FL 34108

31-46-25-14-0000I.0050
BOLANDER STEVEN F + NANCY L
48 SANDPIPER DR
DOVER, NH 03820

31-46-25-14-0000I.0060
DOBIE TERRANCE R TR
1892 SOUTH LN
MENDOTA HEIGHTS, MN 55118

31-46-25-14-0000I.0070
WATTS WILLIAM J + MARILYN
19017 RIDGEPOINT DR
ESTERO, FL 33928

31-46-25-14-0000I.0080
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-14-0000I.0090
WESSENDORF FRANK B CO TR +
19009 RIDGEPOINT DR
ESTERO, FL 33928

31-46-25-14-0000I.0100
KINDL EVELYN
19005 RIDGEPOINT DR
ESTERO, FL 33928

31-46-25-14-0000I.0110
MCCRORY OWEN F + NANCY
19001 RIDGEPOINT DR
ESTERO, FL 33928

31-46-25-14-0000J.0120
WEISS KAREN M
4012 GLENWOOD AVE
GOLDEN VALLEY, MN 55422

31-46-25-14-0000J.0130
SCIALDONE KIMBERLY L
19010 RIDGEPOINT DR
ESTERO, FL 33928

31-46-25-14-0000J.0140
CENTEX HOMES
5801 PELICAN BAY BLVD
STE 600
NAPLES, FL 34108

31-46-25-14-0000J.0150
WEBER FRANCIS X + LUCILLE
PO BOX 334
SAINT JAMES, NY 11780

31-46-25-14-0000J.0160
TUROWETZ FRANCES C + RONALD
53 SQUAW ISLAND AVE
HYANNISPORT, MA 02647

31-46-25-14-0000J.0170
CENTEX HOMES
5801 PELICAN BAY BLVD
STE 600
NAPLES, FL 34108

31-46-25-14-0000J.0180
CENTEX HOMES
5801 PELICAN BAY BLVD STE 600
NAPLES, FL 34108

31-46-25-14-0000J.0190
FOWDEN JEREMY + LOUISE
19034 RIDGE POINT DR
ESTERO, FL 33928

32-46-25-07-0000A.0010
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000A.0020
SOVEREIGN HOMES LLC
8900 BRIGHTON LANE
BONITA SPRINGS, FL 34135

32-46-25-07-0000A.0030
SOVEREIGN HOMES LLC
8900 BRIGHTON LN
BONITA SPRINGS, FL 34135

32-46-25-07-0000A.0040
SCAROLA MARK + NOREEN R
21421 WIDGEON TER
FORT MYERS, FL 33931

32-46-25-07-0000A.0050
LYONS HOUSING CORP
9240 MARKETPLACE RD SUITE 1
FORT MYERS, FL 33912

32-46-25-07-0000A.0060
BOLES JOHN H + JUDITH A
22089 NATURES COVE CT
ESTERO, FL 33928

32-46-25-07-0000A.0070
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000A.0080
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000A.0090
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000A.0100
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000A.0110
KANE COMMUNITIES OF AUDUBON LT
15 EIGHTH ST STE B
BONITA SPRINGS, FL 34134

32-46-25-07-0000A.0120
TARPEY THOMAS W + SUZANNE V
20360 RIVERBROOK RUN
ESTERO, FL 33928

32-46-25-07-0000A.0130
MARKWOOD THEODORE A + CAROL L
20350 RIVERBROOKE RUN
ESTERO, FL 33928

32-46-25-07-0000A.0140
YOUNGQUIST TIMOTHY G
20340 RIVERBROOKE RUN
ESTERO, FL 33928

32-46-25-07-0000A.0160
CAIN GARY H TR
20320 RIVERBROOKE RUN
ESTERO, FL 33928

32-46-25-07-0000A.0170
GRIFFIN JOYCE E
3636 TURKEY FOOT RD
ELSMERE, KY 41018

32-46-25-07-0000A.0180
DEBORD DONALD V + BETTY B
20300 RIVERBROOKE RUN
ESTERO, FL 33928

32-46-25-07-0000A.0190
DEBORD DONALD V
20290 RIVERBROOKE RUN
ESTERO, FL 33928

32-46-25-07-0000A.0200
HENNING VENTURES LMTD
JURGEN HENNING
7389 HERITAGE PALMS ESTATES DR
FORT MYERS, FL 33912

32-46-25-07-0000A.0210
WILSON JOAN
28 BRAMBLEBRAE
SOUTH WINDSOR, CT 06074

32-46-25-07-0000A.0220
NASH DENNIS + ELIZABETH
6421 CORRINE DR NW
CANTON, OH 44718

32-46-25-07-0000A.0230
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

All data is current at time of printing and subject to change without notice.

32-46-25-07-0000A.0240
MANDERSCHIED BERND + PATRICIA
20240 RIVERBROOKE RUN
ESTERO, FL 33928

32-46-25-07-0000A.0250
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000A.0260
RAMEY C J + DIAN
4108 STILLWATER DR
WINSTON-SALEM, NC 27106

32-46-25-07-0000A.0270
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000A.0280
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000A.0290
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000A.0300
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000A.0310
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000A.0320
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000A.0330
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000A.0340
MEJIAS JOSE
766 NW 129TH PL
MIAMI, FL 22182

32-46-25-07-0000A.0350
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000B.0440
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000B.0450
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000B.0460
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000B.0470
CLAYTON GUY C TR
1578 HEIGHTS COURT
MARCO ISLAND, FL 33931

32-46-25-07-0000B.0480
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000B.0490
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000B.0500
CENACLE CUSTOM HOMES LLC
1827 TRADE CENTER WAY STE 3
NAPLES, FL 34109

32-46-25-07-0000B.0510
OLSEN LARRY D + PAMELA D
20191 RIVERBROOKE RUN
ESTERO, FL 33928

All data is current at time of printing and subject to change without notice.

32-46-25-07-0000B.0520
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000B.0530
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000B.0540
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000B.0550
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0010
CAMPBELL RONALD E + JANE M
20481 CHAPEL TRACE
ESTERO, FL 33928

32-46-25-07-0000C.0020
MARINE ULRICH S + STACEY A
9155 BRENDON PRESERVE CT
BONITA SPRINGS, FL 34135

32-46-25-07-0000C.0030
CAMMARATO VINCENT T III
21753 MASTERS CIR
ESTERO, FL 33928

32-46-25-07-0000C.0040
NICHOLS K DAVID JR TR +
9951 ROOKERY CIR
ESTERO, FL 33928

32-46-25-07-0000C.0050
WILLOUGHBY DEVELOPMENT GROUP
11280 COMPASS POINT DR
FORT MYERS, FL 33919

32-46-25-07-0000C.0060
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0070
BIELING ERNEST C + DARBY K
19560 MARSH POINTE RUN #202
ESTERO, FL 33928

32-46-25-07-0000C.0080
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0090
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0100
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0110
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0120
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0130
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0140
KROL DONALD M
5750 HARBORAGE DR
FT MYERS, FL 33908

32-46-25-07-0000C.0150
MILLER MATTHEW T + LISA D
1004 COLLIER CENTER WAY #100
NAPLES, FL 34110

32-46-25-07-0000C.0160
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0170
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0180
DOYLE CHARLES + MARY A
19021 RIDGEPOINT DR
ESTERO, FL 33928

32-46-25-07-0000C.0190
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0200
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0210
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0220
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0230
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0240
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0250
LYE MARK R + LISA J
27640 MARINA ISLE CT
BONITA SPRINGS, FL 34134

32-46-25-07-0000C.0260
BRUSH DAVID CRAIG + KYLE K
20160 CHAPEL TRACE
ESTERO, FL 33928

32-46-25-07-0000C.0270
JONES DAVID D + VIRGINIA B
W2394 OAKWOOD AV
MARKESAN, WI 53946

32-46-25-07-0000C.0280
HEYDORN GARY + PATRICIA
24 KINGSBOROUGH COVE
BARRINGTON, IL 60010

32-46-25-07-0000C.0290
CELLITTI MICHAEL P + PATRICIA
4 BADGER LN
N OAKES, MN 55127

32-46-25-07-0000C.0300
PAYTON BENJAMIN F + THELMA P
399 MONTGOMERY RD
TUSKEGEE, AL 36083

32-46-25-07-0000C.0310
ALLARD HARRY A + WINNIFRED M
1264 GLENCREST DR
LAKE MARY, FL 32746

32-46-25-07-0000C.0320
BAYFRONT CONSTRUCTION INC
PO BOX 1103
ESTERO, FL 33928

32-46-25-07-0000C.0330
CREEVEY KEVIN S+DARCY A
26 LONGMEADOW RD
WINNETKA, IL 60093

32-46-25-07-0000C.0340
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0350
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0360
RYAN JAMES D
5081 INDIGO BAY BLVD #102
ESTERO, FL 33928

All data is current at time of printing and subject to change without notice.

32-46-25-07-0000C.0370
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0380
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000C.0390
LYONS LAND CORP LLC
9240 MARKETPLACE RD STE 1
FORT MYERS, FL 33912

32-46-25-07-0000C.0400
WESTPOINTS DEVELOPMENT LLC
1004 COLLIER CENTER WAY #100
NAPLES, FL 34110

32-46-25-07-0000C.0410
SHIELDS MARVIN + PRISCILLA
20817 GLEN EAGLES LINKS DR
ESTERO, FL 33928

32-46-25-07-0000C.0420
MELILLO NICHOLAS W + LORRAINE
20350 CHAPEL TRACE
ESTERO, FL 33928

32-46-25-07-0000C.0430
SWINGS JAMES G + ROSEMARY
20360 CHAPEL TRACE
ESTERO, FL 33928

32-46-25-07-0000C.0440
OCONNELL GERALD D + EMELINDA P
2054 ST ANDREWS DR
BERWYN, PA 19312

32-46-25-07-0000C.0450
IMBURGIA MICHAEL + SANDRA
14818 LANDMARK DR
LOUISVILLE, KY 40245

32-46-25-07-0000C.0460
2004513 ONTARIO INC
130 GREENBROOKE DR
WOODBRIDGE, ON L4C 8L1
CANADA

32-46-25-07-0000C.0470
SCHMIDT GRETCHEN C TR
20410 CHAPEL TRACE
ESTERO, FL 33928

32-46-25-07-0000C.0480
ALVATOR JOHN J JR +
17 CHESTERFIELD DR
WARREN, NJ 07059

32-46-25-07-0000C.0490
CARLSON ALBERT W
488 ATWATER PL
ST PAUL, MN 55103

32-46-25-07-0000C.0500
PARKER WILLIAM B TR
20450 CHAPEL TRACE
ESTERO, FL 33928

32-46-25-07-0000C.0510
WYNSMA JAMES B + PHYLLIS J
20460 CHAPEL TRACE
ESTERO, FL 33428

32-46-25-07-0000C.0520
RODE PATRICIA Q CO TR +
20470 CHAPEL TRACE
ESTERO, FL 33928

32-46-25-07-0000C.0530
CUNNINGHAM BERNARD M +
20480 CHAPEL TRACE
ESTERO, FL 33928

32-46-25-07-0000E.0010
WILLIAM R CUNNINGHAM
7370 COLLEGE PKWY #303
FORT MYERS, FL 33907

32-46-25-07-0000E.0020
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000E.0030
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

All data is current at time of printing and subject to change without notice.

32-46-25-07-0000E.0040
MAGEE GEORGE R
20061 CHAPEL TR
ESTERO, FL 33928

32-46-25-07-0000E.0050
LYONS LAND CORP LLC
9240 MARKETPLACE RD STE 1
FORT MYERS, FL 33912

32-46-25-07-0000E.0060
LYONS LAND CORP LLC
9240 MARKETPLACE RD STE 1
FORT MYERS, FL 33912

32-46-25-07-0000E.0070
LYONS LAND CORP LLC
9240 MARKETPLACE RD STE 1
FORT MYERS, FL 33912

32-46-25-07-0000E.0080
LYONS LAND CORP LLC
9240 MARKETPLACE RD STE 1
FORT MYERS, FL 33912

32-46-25-07-0000E.0090
GUENTHER DAVID H +
20001 CHAPEL TRACE
ESTERO, FL 33928

32-46-25-07-0000E.0100
DEMARIA DEBRA
19991 CHAPEL TRACE
ESTERO, FL 33928

32-46-25-07-0000E.0110
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000E.0120
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000E.0130
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-0000F.0500
HELMEY JERRY A
19940 CHAPEL TRACE
ESTERO, FL 33928

32-46-25-07-0000F.0510
WOODS GERALD M + JUDITH A
19950 CHAPEL TRACE
ESTERO, FL 33928

32-46-25-07-0000F.0520
GLATZ WILLIAM R + MARGARET A
19960 CHAPEL TRACE
ESTERO, FL 33928

32-46-25-07-0000F.0530
MILAN MARK J +
5350 WILTSHIRE RD
N ROYALTON, OH 44133

32-46-25-07-0000F.0540
KEISER GRANT TR
19980 CHAPEL TRACE
ESTERO, FL 33928

32-46-25-07-0000F.0550
THIBEAULT REJEAN J + DIANE L
1827 BROOKWOOD DR
AKRON, OH 44313

32-46-25-07-0000F.0560
PODANY ROGER A
5204 LARADA LN
EDINA, MN 55436

32-46-25-07-0000F.0570
HAMILTON PATRICIA A
20010 CHAPEL TRACE
ESTERO, FL 33928

32-46-25-07-0000F.0580
1430329 ONTARIO INC
36 OSWALC CRESCENT
TORONTO, ON M4S 2H6
CANADA

32-46-25-07-0000F.0590
WILLIAMSON WILBUR L + DONNA T
20030 CHAPEL TRACE
ESTERO, FL 33928

All data is current at time of printing and subject to change without notice.

32-46-25-07-0000F.0600
WOODCOCK BLANCHE K
101 RIVERVIEW ST
PO BOX 109
MORRISTOWN, NY 13664

32-46-25-07-0000F.0610
HEGGLAND ROY T + BARBARA O
20050 CHAPEL TRACE
ESTERO, FL 33928

32-46-25-07-0000F.0620
VIAZANKO L KAY
20060 CHAPEL TRACE
ESTERO, FL 33928

32-46-25-07-0000F.0630
KENDALL DIANE A TR
20070 CHAPEL TRACE
ESTERO, FL 33928

32-46-25-07-0000F.0640
MARGARETS LLC
C/O MARGARET M OLEARY
20080 CHAPEL TRACE
ESTERO, FL 33928

32-46-25-07-0000F.0650
DAKENS LESLIE P + MARIJANE
3761 AV DE VENDOME
MONTREAL, QC H4A 3M
CANADA

32-46-25-07-0000F.0660
[redacted]

32-46-25-07-000C1.00CE
[redacted]

4975 BONITA BEACH RD #PH-5
BONITA SPRINGS, FL 34134

WEST BAY CLUB COMM ASSN
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-00FD5.0000
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-00LK5.00CE
WEST BAY CLUB DEV CORP
WEST BAY CLUB COMM ASSN
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-00LS1.00CE
WEST BAY CLUB DEV CORP
WEST BAY CLUB COMM ASSN
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-00MF2.0000
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-00PK1.00CE
WEST BAY CLUB DEV CORP
WEST BAY CLUB COMM ASSN
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-07-00RD1.00CE
WEST BAY CLUB DEV CORP
WEST BAY CLUB COMM ASSN
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0140
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0150
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0160
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0170
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0180
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0190
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0200
NATURES COVE/SUNSET TRACE
3111 UNIVERSITY DR STE 610
CORAL SPRINGS, FL 33065

32-46-25-11-0000E.0210
NATURES COVE/SUNSET TRACE
3111 UNIVERSITY DR STE 610
CORAL SPRINGS, FL 33065

32-46-25-11-0000E.0220
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0230
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0240
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0250
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0260
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0270
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0280
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0290
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0300
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0310
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

32-46-25-11-0000E.0320
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-01-0000B.0550
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-00000.001A
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000D.0010
SILVER WANDA C TR
4309 COPPER CLIFF CT
BLOOMFIELD HILLS, MI 48302

05-47-25-07-0000D.0020
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000D.0030
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000D.0040
SCHNIDT JAMES A TR
1155 E ENSELL RD
LAKE ZURICH, IL 60047

05-47-25-07-0000D.0050
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

All data is current at time of printing and subject to change without notice.

05-47-25-07-0000D.0060
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000D.0070
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000D.0080
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000D.0090
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000D.0100
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000D.0110
HOAGLUND RONALD TR
22191 RED LAUREL LN
ESTERO, FL 33928

05-47-25-07-0000D.0120
HALEY PATRICK E + DEBRA L
2501 INDIAN WELLS TR
XENIA, OH 45385

05-47-25-07-0000D.0130
BROWN DAVID S TR
22221 RED LAUREL LN
ESTERO, FL 33928

05-47-25-07-0000D.0140
SIMON PAUL G + SUSAN K
1917 MIDDLETON CT
WHEATON, IL 60187

05-47-25-07-0000D.0150
BEAUDIN WILLIAM M TR
1821 RIVERSIDE AVE
MARINETTE, WI 54143

05-47-25-07-0000D.0160
KLUES ELIZABETH F TR
312 SOUTH DERBYSHIRE LN
ARLINGTON HEIGHTS, IL 60004

05-47-25-07-0000D.0170
MCATHIE DANIEL J + JUDITH
1449 BAY RIDGE RD
WAYZATA, MN 55391

05-47-25-07-0000D.0180
CASSAVELL EDWARD + LOIS
22268 NATURES COVE CT
ESTERO, FL 33928

05-47-25-07-0000D.0190
VILNIUS DONALD + MARY A
22190 NATURES COVE CT
ESTERO, FL 33928

05-47-25-07-0000D.0200
ZIEGLER JACK H + JEANE M
459 SURREY HILL LN
VALPARAISO, IN 46383

05-47-25-07-0000D.0210
NEVINS DAVID L + CAROL ANN
22140 RED LAUREL LN
ESTERO, FL 33928

05-47-25-07-0000D.0220
LUPPES LOREN E + DONNA D
120 SOUTHBROOK COURT
DECATOR, IL 62521

05-47-25-07-0000D.0230
KING JEFFRY H SR + LAURIE
328 APPLEBROOK DR
MALVERN, PA 19355

05-47-25-07-0000D.0240
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000D.0250
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000D.0260
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000D.0270
SOVEREIGN HOMES LLC
8900 BRIGHTON LANE
BONITA SPRINGS, FL 34135

05-47-25-07-0000D.0280
WOOTTON KINGSLEY P
P O BOX 827
SALINE, MI 48176

05-47-25-07-0000D.0290
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000D.0300
SLATER KAREN ROSENBERG
36 RIVERVIEW
AVON, CT 06001

05-47-25-07-0000G.0010
BAILEY JOYCE W
22001 NATURES COVE CT
ESTERO, FL 33968

05-47-25-07-0000G.0020
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0030
PATRICK JAMES E + LINDA C
2136 CHURCH VIEW DR #5
ROCKFORD, IL 61107

05-47-25-07-0000G.0040
SWIGLO DANIEL A TR
1155 E ENSELL RD
LAKE ZURICH, IL 60047

05-47-25-07-0000G.0050
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0060
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0070
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0080
NATURES COVE/SUNSET TRACE
3111 UNIVERSITY DR STE 610
CORAL SPRINGS, FL 33065

05-47-25-07-0000G.0090
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0100
NATURES COVE/SUNSET TRACE
3111 UNIVERSITY DR STE 610
CORAL SPRINGS, FL 33065

05-47-25-07-0000G.0110
SCHNEIER CRAIG E +
6 CART PATH
WAYLAND, MA 01778

05-47-25-07-0000G.0120
BOLES JOHN H + JUDITH A TR
22089 NATURES COVE CT
ESTERO, FL 33928

05-47-25-07-0000G.0130
NATURES COVE SUNSET TRACE
3111 UNIVERSITY DRIVE STE 610
CORAL SPRINGS, FL 33065

05-47-25-07-0000G.0140
DONNINO DIANE L TR
12715 31ST AV N
PLYMOUTH, MN 55441

05-47-25-07-0000G.0150
MCNEELEY ROBERT D + CHARLENE M
10923 SPRINGMILL LN
CARMEL, IN 46032

All data is current at time of printing and subject to change without notice.

05-47-25-07-0000G.0160
NATURES COVE/SUNSET TRACE
3111 UNIVERSITY DR STE 610
CORAL SPRINGS, FL 33065

05-47-25-07-0000G.0170
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0180
BOWMAN RICHARD K + LOIS U
22137 NATURES COVE CT
ESTERO, FL 33928

05-47-25-07-0000G.0190
AMICONE FAUSTO F + GINA
10 LONG BEACH DR
LEAMINGTON, ON N8I 4J1
CANADA

05-47-25-07-0000G.0200
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0210
GLENN DENNIS J + SUSAN D
22163 NATURES COVE CT
ESTERO, FL 33928

05-47-25-07-0000G.0220
MOSES THERESA A +
21301 TAMIAMI TRAIL #320 281
ESTERO, FL 33928

05-47-25-07-0000G.0230
MIELE JOANNA S
509 WHEATFIELD DR
AURORA, OH 44202

05-47-25-07-0000G.0240
KAHN ILENE S + JEFFREY M TR
22187 NATURES COVE CT
ESTERO, FL 33928

05-47-25-07-0000G.0250
BEAUBIEN DUSTINE K TR
22195 NATURES COVE CT
ESTERO, FL 33928

05-47-25-07-0000G.0260
VILNIUS DONALD + MARY ANN
3697 DALEVIEW DR
ANN ARBOR, MI 48105

05-47-25-07-0000G.0270
CLEMENS PHILIP M + CLAIRE A
1606 FOREST PARK BLVD
FORT MYERS, FL 46805

05-47-25-07-0000G.0280
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0290
NATURES COVE/SUNSET TRACE
3111 UNIVERSITY DR STE 610
CORAL SPRINGS, FL 33065

05-47-25-07-0000G.0300
CASSAVELL EDWARD L + LOIS J
22268 NATURES COVE CT
ESTERO, FL 33928

05-47-25-07-0000G.0310
ODANIEL MAURICE D TR
2029 PRESTWICK LN
FT WAYNE, IN 46804

05-47-25-07-0000G.0320
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0330
SANDER DIETER + DIANNE C
1859 FEATHERSTON DR
MISSISSAUGA, ON L5L 2T2
CANADA

05-47-25-07-0000G.0340
MEYER UWE F + ELSA R
67 BYWOOD DR
TORONTO, ON M9A 1M2
CANADA

05-47-25-07-0000G.0350
NATURES COVE/SUNSET TRACE
3111 UNIVERSITY DR STE 610
CORAL SPRINGS, FL 33065

All data is current at time of printing and subject to change without notice.

05-47-25-07-0000G.0360
FAZAKERLEY LYNN J
24 ELMWOOD LODGE
17 PARKFIELD RD S M206DB
MANCHESTER LANCASHIRE,
UNITED KINGDOM

05-47-25-07-0000G.0370
CRANE FRANK J JR + THERESIA
3230 COMFORT RD
NEW HOPE, PA 18938

05-47-25-07-0000G.0380
NATURES COVE/SUNSET TRACE
3111 UNIVERSITY DR STE 610
CORAL SPRINGS, FL 33065

05-47-25-07-0000G.0390
BURCHELL CY + ANNE P
3338 MISSISSAUGA RD
MISSISSAUGA, ON L5L 1J4
CANADA

05-47-25-07-0000G.0400
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0410
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0420
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0430
HARDY JERRY J TR +
22162 NATURES COVE CT
ESTERO, FL 33928

05-47-25-07-0000G.0440
IVES ROBERT P TR
314 SURREY LN
LAKE FOREST, IL 60045

05-47-25-07-0000G.0450
HOLLYWOOD-WEST CO
275 -13TH ST NE
ATLANTA, GA 30309

05-47-25-07-0000G.0460
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0470
SANDERS RICHARD A + GAY E
8237 MONTRIDGE CT
NORTH ROYALTON, OH 44133

05-47-25-07-0000G.0480
EDENS BUSTER E
22122 NATURES COVE CT
ESTERO, FL 33928

05-47-25-07-0000G.0490
CORAK HOWARD + FAITH
22114 NATURES COVE CT
ESTERO, FL 33928

05-47-25-07-0000G.0500
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0510
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0520
HOLOBINKO PATRICIA L TR
22090 NATURES COVE CT
ESTERO, FL 33928

05-47-25-07-0000G.0530
COCHERL PATRICK J JR TR
14212 OVERBROOK
LEAWOOD, KS 66224

05-47-25-07-0000G.0540
EPSTEIN MAURY N + LINDA
22074 NATURES COVE CT
ESTERO, FL 33928

05-47-25-07-0000G.0550
ORIORDAN ANTHONY + HILDA
14 SALZBURG ARDILEA
DUBLIN 14,
IRELAND

05-47-25-07-0000G.0560
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0570
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0580
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0590
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0600
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0610
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0620
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-0000G.0630
WEST BAY CLUB DEV CORP
MONARCH TOWER STE 2200
3424 PEACHTREE RE NE
ATLANTA, GA 30326

05-47-25-07-000C3.0000
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-00FD3.0000
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-00FD4.0000
O DONNELL LANDSCAPES INC
4291 WILLIAMS RD
ESTERO, FL 33928

05-47-25-07-00GC1.0000
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-00LK6.00CE
WEST BAY CLUB DEV CORP
COMMUNITY ASSN
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-00LS2.00CE
WEST BAY CLUB DEV CORP
WEST BAY CLUB COMM ASSN
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-07-00RD5.00CE
WEST BAY CLUB DEV CORP
COMMUNITY ASSN
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-08-0000H.0640
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-08-0000H.0650
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-08-0000H.0660
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-08-0000H.0670
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-08-0000H.0680
NATURES COVE/SUNSET TRACE
3111 UNIVERSITY DR STE 610
CORAL SPRINGS, FL 33065

05-47-25-08-0000H.0690
NATURES COVE/SUNSET TRACE
3111 UNIVERSITY DR STE 610
CORAL SPRINGS, FL 33065

05-47-25-08-0000H.0700
NATURES COVE/SUNSET TRACE
3111 UNIVERSITY DR STE 610
CORAL SPRINGS, FL 33065

05-47-25-08-0000H.0710
NATURES COVE/SUNSET TRACE
3111 UNIVERSITY DR STE 610
CORAL SPRINGS, FL 33065

05-47-25-08-0000H.0720
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-08-0000H.0730
NATURES COVE/SUNSET TRACE
3111 UNIVERSITY DR STE 610
CORAL SPRINGS, FL 33065

05-47-25-08-0000H.0740
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-08-0000H.0750
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-08-0000H.0760
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-08-0000H.0770
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-08-0000H.0780
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-08-0000H.0790
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-08-0000H.0800
WEST BAY CLUB DEV CORP
4600 WEST BAY BLVD
ESTERO, FL 33928

05-47-25-08-0000H.0810
NATURES COVE/SUNSET TRACE
3111 UNIVERSITY DR STE 610
CORAL SPRINGS, FL 33065

JOHNSON ENGINEERING

SINCE 1946

LETTER OF TRANSMITTAL

Via: ☐ *Regular Mail* ☐ *Federal Express* ☒ *Hand Delivery*

To: **Bryan Kelner**
Lee County Zoning
1500 Monroe Street
Fort Myers, FL 33901

Date: **January 5, 2005**
Project No. **20044403**
Project Name **DCI2004-00046**
West Bay Club

We are sending you the following: ☒ Attached ☐ Under Separate Cover

Copies	Drawing No.	Description
1		**Internal property owners list**
1		**Internal property owners Map**
2		**Mailing labels for internal property owners**

These are transmitted as checked below:

☐ For approval ☐ Approved as submitted ☒ As requested
☐ For your information ☐ Approved as noted ☐ See remarks
☐ For review and comment ☐ Returned for corrections

Remarks:

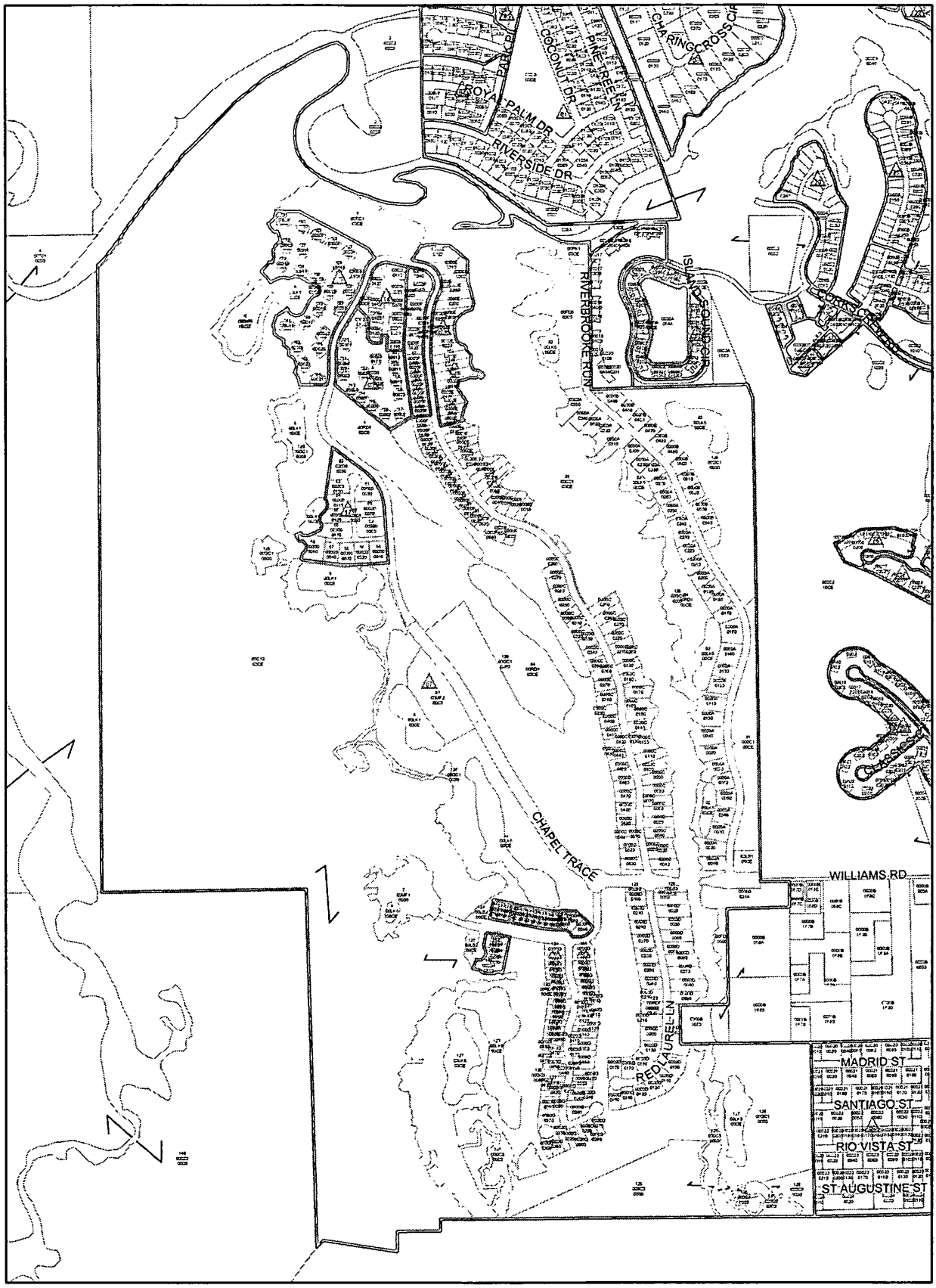
Copy:

Signed:
Name: **Anthony Garn**
Title: **Planning Technician**

2158 Johnson Street ▪ Post Office Box 1550 ▪ Fort Myers, Florida 33901-1550
(239) 334-0046 ▪ Fax (239) 334-3661

OWNERSHIP REPORT

1/5/2005



N
W E
S

1,250 625 0 1,250 Feet

PROPERTY OWNERSHIP REPORT

Date of Report: January 05, 2005

Parcels Selected: 493

Source: Lee County Property Appraiser

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
WEST BAY CLUB DEV CORP WEST BAY CLUB COMM ASSN 4600 WEST BAY BLVD ESTERO FL 33928	**30-46-25-07-00RC1.00CE** COMMON ELEMENT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 TRACT RC-1
WEST BAY CLUB DEV CORP WEST BAY CLUB COMM ASSN 4600 WEST BAY BLVD ESTERO FL 33928	**31-46-25-07-00C12.00CE** RESERVED ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 TRACTS C-12 + C-14 THRU C-16 + C-18
WEST BAY CLUB DEV CORP WEST BAY CLUB COMM ASSN 4600 WEST BAY BLVD ESTERO FL 33928	**31-46-25-07-00LK1.00CE** RESERVED ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 TRACTS LK 1-1 + LK 1-2 + LK 2-1 + LK 2-2 + LK 3-1 + LK 4-1 + LK 5-2
WEST BAY CLUB DEV CORP WEST BAY CLUB COMM ASSN 4600 WEST BAY BLVD ESTERO FL 33928	**31-46-25-07-00LS8.00CE** RESERVED ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 TRACT LS-8
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**31-46-25-07-00MF1.0000** RESERVED ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 TRACT MF-1
WEST BAY CLUB DEV CORP WEST BAY CLUB COMM ASSN 4600 WEST BAY BLVD ESTERO FL 33928	**31-46-25-07-00RD8.00CE** RESERVED ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 TRACT RD-8
TURTLE POINTE AT WEST BAY CLUB 19551 MARSH POINTE RUN ESTERO FL 33928	**31-46-25-08-00000.00CE** COMMON ELEMENT-TURTLE POINTE ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 + OR 4093 PG 4150 COMMON ELEMENTS
MANTLE RAYMOND G + CATHERINE OVERTON GRANGE FARM OVERTON LUDLOW SHROPSHIRE UNITED KINGDOM	**31-46-25-08-00001.0101** 19500 MARSH POINTE RUN #101 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 1 BLDG 1 UNIT 101
POLIGNANI THOMAS H + KAREN A 19500 MARSH POINTE RUN #102 ESTERO FL 33928	**31-46-25-08-00001.0102** 19500 MARSH POINTE RUN #102 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 1 BLDG 1 UNIT 102
RANDA LARRY K TR 1/2 INT 8537 CLYNDERVEN BURR RIDGE IL 60527	**31-46-25-08-00001.0201** 19500 MARSH POINTE RUN #201 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 1 BLDG 1 UNIT 201
STAUN RICHARD T + JUDITH 1202 COLONIAL WAY CHARLESTON WV 25314	**31-46-25-08-00001.0202** 19500 MARSH POINTE RUN #202 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 1 BLDG 1 UNIT 202
OJEDA PEDRO + MARY 19510 MARSH POINTE RUN #101 ESTERO FL 33928	**31-46-25-08-00002.0101** 19510 MARSH POINTE RUN #101 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 2 BLDG 2 UNIT 101
FISHMAN JAY S + BARBARA A 2248 PLANETREE CT COLUMBUS OH 43235	**31-46-25-08-00002.0102** 19510 MARSH POINTE RUN #102 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 2 BLDG 2 UNIT 102
PATTERSON WARREN D + MARY C K 2862 MANCHESTER RD SHAKER HEIGHTS OH 44122	**31-46-25-08-00002.0201** 19510 MARSH POINTE RUN #201 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 2 BLDG 2 UNIT 201

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
WORLEY JAMES A JR + LINDA COTR P O BOX 1375 CHEROKEE NC 28719	**31-46-25-08-00002.0202** 19510 MARSH POINTE RUN #202 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 2 BLDG 2 UNIT 202
CONNORS JOHN J + BARBARA G 3 STONE MEADOW DR WESTWOOD MA 02090	**31-46-25-08-00003.0101** 19520 MARSH POINTE RUN #101 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 3 BLDG 3 UNIT 101
SHANKLIN WILLIAM E + 23164 S DUTCH DR FRANKFORT IL 60423	**31-46-25-08-00003.0102** 19520 MARSH POINTE RUN #102 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 3 BLDG 3 UNIT 102
VANWAGONER JAMES C + SALLY J 19520 MARSH POINT RUN #3-201 ESTERO FL 33928	**31-46-25-08-00003.0201** 19520 MARSH POINTE RUN #201 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 3 BLDG 3 UNIT 201
RODE PATRICIA O 19520 MARSH POINTE RUN #202 ESTERO FL 33920	**31-46-25-08-00003.0202** 19520 MARSH POINTE RUN #202 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 3 BLDG 3 UNIT 202
BROWNING KENNETH R + AMANDA B 5546 OAK GROVE DR LONG GROVE IL 60047	**31-46-25-08-00004.0101** 19530 MARSH POINTE RUN #101 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 4 BLDG 4 UNIT 101
RINGIEWICZ PAUL DR TR 1223 PROVIDENCE RD MEDIA PA 19063	**31-46-25-08-00004.0102** 19530 MARSH POINTE RUN #102 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 4 BLDG 4 UNIT 102
FURCIATO ROBERT + CHRISANN 5 BERESFORD PL ROCKAWAY NJ 07866	**31-46-25-08-00004.0201** 19530 MARSH POINTE RUN #201 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 4 BLDG 4 UNIT 201
LIBELL CHARLES F + 1081 SEDGWICK COURT COLUMBUS OH 43235	**31-46-25-08-00004.0202** 19530 MARSH POINTE RUN #202 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 4 BLDG 4 UNIT 202
HUMBLE PAUL TERRENCE TR 514 TRACEMORE LANE WEST LIBERTY OH 43357	**31-46-25-08-00005.0101** 19540 MARSH POINTE RUN #101 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 5 BLDG 5 UNIT 101
WILEY MICHAEL W + HOLLY W 12448 GLEN DURGAN DR CARMEL IN 46032	**31-46-25-08-00005.0102** 19540 MARSH POINTE RUN #102 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 5 BLDG 5 UNIT 102
JARRES LARRY F + SHELIA T 3N069 CAMPTON WOODS DR ELBURN IL 60119	**31-46-25-08-00005.0201** 19540 MARSH POINTE RUN #201 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 5 BLDG 5 UNIT 201
OCONNELL JOHN T + CELESTE J 129 INDIAN WOOD LN INDIANHEAD PARK IL 60525	**31-46-25-08-00005.0202** 19540 MARSH POINTE RUN #202 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 5 BLDG 5 UNIT 202
BELDEN PAUL D + CAROL S 10554 HYDE PARK CARMEL IN 46032	**31-46-25-08-00006.0101** 19550 MARSH POINTE RUN #101 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 6 BLDG 6 UNIT 101
EMMONS DAVID E 111056 WINDERMERE BLVD FISHERS IN 46038	**31-46-25-08-00006.0102** 19550 MARSH POINTE RUN #102 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 6 BLDG 6 UNIT 102
FITZPATRICK THOMAS + LOISANNE 643 OLYMPIA HILLS CIR BERWYN PA 19312	**31-46-25-08-00006.0201** 19550 MARSH POINTE RUN #201 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 6 BLDG 6 UNIT 201
MCEUAN RON H + ELIZABETH C/O R + E MCEUAN 20 GUILDWOOD PKWY PENTHOUSE 4 SCARBOROUGH ON M1E 5B6 CANADA	**31-46-25-08-00006.0202** 19550 MARSH POINTE RUN #202 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 6 BLDG 6 UNIT 202
ODONNELL HAROLD D + JENNIFER R 1081 DOVE RUN ROAD LEXINGTON KY 40502	**31-46-25-08-00007.0101** 19560 MARSH POINTE RUN #101 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 7 BLDG 7 UNIT 101

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
MACDOWELL ROSS + BARBARA 273 POINTE-COUPEE RIGAUD QC J0P 1P0 CANADA	**31-46-25-08-00007.0102** 19560 MARSH POINTE RUN #102 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 7 BLDG 7 UNIT 102
WALLIS CHARLES E + LESLIE S 10 MOUNTAIN LAURELS 303 NASHUA NH 03062	**31-46-25-08-00007.0201** 19560 MARSH POINTE RUN #201 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 7 BLDG 7 UNIT 201
BIELING ERNEST C + DARBY K 19560 MARSH POINTE RUN #202 ESTERO FL 33928	**31-46-25-08-00007.0202** 19560 MARSH POINTE RUN #202 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 7 BLDG 7 UNIT 202
ARAKELIAN ROBERT + JACQUELIN A 19570 MARSH POINTE RUN #101 ESTERO FL 33928	**31-46-25-08-00008.0101** 19570 MARSH POINTE RUN #101 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 8 BLDG 8 UNIT 101
BOND KAYE L P O BOX 1393 GULF SHORES AL 36547	**31-46-25-08-00008.0102** 19570 MARSH POINTE RUN #102 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 8 BLDG 8 UNIT 102
MCGOVERN STEVEN + BRYANNE 23 LYNBROOK RD SOUTHBORO MD 01772	**31-46-25-08-00008.0201** 19570 MARSH POINTE RUN #201 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 8 BLDG 8 UNIT 201
BROWN SUSAN L 19570 MARSH POINTE RUN #202 ESTERO FL 33928	**31-46-25-08-00008.0202** 19570 MARSH POINTE RUN #202 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 8 BLDG 8 UNIT 202
MAYBERRY JOHN A + LINDA J 135 DAVENPORT FARM LANE WEST STAMFORD CT 06903	**31-46-25-08-00009.0101** 19091 RIDGEPOINT DR #101 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 9 BLDG 9 UNIT 101
SCHNORF RICHARD P + 5420 BLACKHAWK FOREST DR WESTERVILLE OH 43082	**31-46-25-08-00009.0102** 19091 RIDGEPOINT DR #102 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 9 BLDG 9 UNIT 102
QUANE DANIEL E + VIRGINIA 930 BARTLETT TER LIBERTYVILLE IL 60048	**31-46-25-08-00009.0201** 19091 RIDGEPOINT DR #201 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 9 BLDG 9 UNIT 201
VIAZANKO ROBERT J + LINDA G 47237 MALBURG WAY DR MACOMB MI 48044	**31-46-25-08-00009.0202** 19091 RIDGEPOINT DR #202 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 9 BLDG 9 UNIT 202
GATES RICHARD S + REBECCA B 155069 SPRING MEADOW LN GRANGER IN 46530	**31-46-25-08-00010.0101** 19081 RIDGEPOINT DR #101 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 10 BLDG 10 UNIT 101
DAVIS JOHN DOUGLAS TR 19081 RIDGEPOINT DR #102 ESTERO FL 33928	**31-46-25-08-00010.0102** 19081 RIDGEPOINT DR #102 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 10 BLDG 10 UNIT 102
LONGO PAUL + ANN MARIE 53 SINGWORTH ST OYSTER BAY NY 11771	**31-46-25-08-00010.0201** 19081 RIDGEPOINT DR #201 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 10 BLDG 10 UNIT 201
RIES JAMES R 19081 RIDGEPOINT DR #202 ESTERO FL 33928	**31-46-25-08-00010.0202** 19081 RIDGEPOINT DR #202 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 10 BLDG 10 UNIT 202
CENTEX HOMES 5801 PELICAN BAY BLVD STE 600 NAPLES FL 34108	**31-46-25-08-00011.0101** 19071 RIDGEPOINT DR #101 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 11 BLDG 11 UNIT 101
CENTEX HOMES 5801 PELICAN BAY BLVD STE 600 NAPLES FL 34108	**31-46-25-08-00011.0102** 19071 RIDGEPOINT DR #102 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 11 BLDG 11 UNIT 102
CENTEX HOMES 5801 PELICAN BAY BLVD STE 600 NAPLES FL 34108	**31-46-25-08-00011.0201** 19071 RIDGEPOINT DR #201 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 11 BLDG 11 UNIT 201

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
CENTEX HOMES 5801 PELICAN BAY BLVD STE 600 NAPLES FL 34108	**31-46-25-08-00011.0202** 19071 RIDGEPOINT DR #202 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 11 BLDG 11 UNIT 202
DRUDE THOMAS 75% + 2100 FORD PKWY STE 201 ST PAUL MN 55116	**31-46-25-08-00012.0101** 19061 RIDGEPOINT DR #101 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 12 BLDG 12 UNIT 101
PAYNE SUSAN R 6 SKOPELOS CIR ANDOVER MA 01810	**31-46-25-08-00012.0102** 19061 RIDGEPOINT DR #102 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 12 BLDG 12 UNIT 102
MCCULLOUGH WILLIAM + PATRICIA 19061 RIDGEPOINT DR #201 ESTERO FL 33928	**31-46-25-08-00012.0201** 19061 RIDGEPOINT DR #201 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 12 BLDG 12 UNIT 201
BIELING THOMAS G + MAUREEN 2214 BRIAR HILL DR CHAMPAGNE IL 61822	**31-46-25-08-00012.0202** 19061 RIDGEPOINT DR #202 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 12 BLDG 12 UNIT 202
RODGERS JAMES D + DONNA M 4995 MARSH TURTLE TRL #101 ESTERO FL 33928	**31-46-25-08-00023.0101** 4995 MARSH TURTLE TRL #101 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 23 BLDG 23 UNIT 101
SACKETT JOHN + ELLEN R 6931 RIVERSEDGE ST CIR BRADENTON FL 34202	**31-46-25-08-00023.0102** 4995 MARSH TURTLE TRL #102 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 23 BLDG 23 UNIT 102
NARATIL THOMAS A + MARLENE A 113 WILLIAMSBURG COURT NEW BURGH NY 12550	**31-46-25-08-00023.0201** 4995 MARSH TURTLE TRL #201 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 23 BLDG 23 UNIT 201
SCRIBNER GERALD B 1909 MEADOW LN WYOMISSING PA 19610	**31-46-25-08-00023.0202** 4995 MARSH TURTLE TRL #202 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 23 BLDG 23 UNIT 202
FORD JAMES R + MARGARET M 107 JORDAN LN NASSAU NY 12123	**31-46-25-08-00024.0101** 19521 MARSH POINTE RUN #101 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 24 BLDG 24 UNIT 101
DICK RAYMOND J + ELAINE M 19521 MARSH POINTE RUN #102 ESTERO FL 33928	**31-46-25-08-00024.0102** 19521 MARSH POINTE RUN #102 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 24 BLDG 24 UNIT 102
HANLON KEVIN J P O BOX 91 MCAFEE NJ 07428	**31-46-25-08-00024.0201** 19521 MARSH POINTE RUN #201 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 24 BLDG 24 UNIT 201
WALLACE CHARLES + MARY ANN 19521 MARSH POINTE RUN #202 ESTERO FL 33928	**31-46-25-08-00024.0202** 19521 MARSH POINTE RUN #202 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 24 BLDG 24 UNIT 202
PEEDERS KENNETH P + NORMA A TR 33299 PICKEREL VIEW DR RICHVILLE MN 56576	**31-46-25-08-00025.0101** 4990 MARSH TURTLE TRL #101 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 25 BLDG 25 UNIT 101
CAMPBELL MICHAEL J 4990 MARSH TURTLE TRL #102 ESTERO FL 33928	**31-46-25-08-00025.0102** 4990 MARSH TURTLE TRL #102 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 25 BLDG 25 UNIT 102
FALINI JAMES BRAIN + 4990 MARSH TURTLE TRL #201 ESTERO FL 33928	**31-46-25-08-00025.0201** 4990 MARSH TURTLE TRL #201 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 25 BLDG 25 UNIT 201
NEVARA JAMES C JR + 1370 LAUREL OAKS STREAMWOOD IL 60107	**31-46-25-08-00025.0202** 4990 MARSH TURTLE TRL #202 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 25 BLDG 25 UNIT 202
CENTEX HOMES 5801 PELICAN BAY BLVD STE 600 NAPLES FL 34108	**31-46-25-08-00026.0101** 19551 MARSH POINTE RUN #101 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 26 BLDG 26 UNIT 101
CENTEX HOMES 5801 PELICAN BAY BLVD STE 600 NAPLES FL 34108	**31-46-25-08-00026.0102** 19551 MARSH POINTE RUN #102 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 26 BLDG 26 UNIT 102

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
CENTEX HOMES 5801 PELICAN BAY BLVD STE 600 NAPLES FL 34108	**31-46-25-08-00026.0201** 19551 MARSH POINTE RUN #201 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 26 BLDG 26 UNIT 201
CENTEX HOMES 5801 PELICAN BAY BLVD STE 600 NAPLES FL 34108	**31-46-25-08-00026.0202** 19551 MARSH POINTE RUN #202 ESTERO FL 33928	TURTLE POINTE AT WEST BAY CLUB DESC OR 3202 PG 4177 PH 26 BLDG 26 UNIT 202
INDIGO SHORES AT WEST BAY CLUB	**31-46-25-09-00000.00CE** COMMON ELEMENT INDIGO SHORES ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO AS DESC IN OR 3210 PG 1683 COMMON ELEMENTS
USEN VIRGINA C 5071 INDIGO BAY BLVD #101 ESTERO FL 33928	**31-46-25-09-00001.0101** 5071 INDIGO BAY BLVD #101 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 1 BLDG 1 UNIT 101
SCHROEDER THOMAS K 5071 INDIGO BAY BLVD #102 ESTERO FL 33928	**31-46-25-09-00001.0102** 5071 INDIGO BAY BLVD #102 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 1 BLDG 1 UNIT 102
COTTLE MEREDITH H + STEPHEN M 5071 INDIGO BAY BLVD #201 ESTERO FL 33928	**31-46-25-09-00001.0201** 5071 INDIGO BAY BLVD #201 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 1 BLDG 1 UNIT 201
COLLINS WYNELL M 4951 GULFSHORE BLVD NORTH #803 NAPLES FL 34103	**31-46-25-09-00001.0202** 5071 INDIGO BAY BLVD #202 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 1 BLDG 1 UNIT 202
CENTEX HOMES 5801 PELICAN BAY BLVD STE 600 NAPLES FL 34108	**31-46-25-09-00002.0101** 5061 INDIGO BAY BLVD #101 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 2 BLDG 2 UNIT 101
CENTEX HOMES 5801 PELICAN BAY BLVD STE 600 NAPLES FL 34108	**31-46-25-09-00002.0102** 5061 INDIGO BAY BLVD #102 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 2 BLDG 2 UNIT 102
CENTEX HOMES 5801 PELICAN BAY BLVD STE 600 NAPLES FL 34108	**31-46-25-09-00002.0201** 5061 INDIGO BAY BLVD #201 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 2 BLDG 2 UNIT 201
CENTEX HOMES 5801 PELICAN BAY BLVD STE 600 NAPLES FL 34108	**31-46-25-09-00002.0202** 5061 INDIGO BAY BLVD #202 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 2 BLDG 2 UNIT 202
WATERS JAMES R + 5051 INDIGO BAY BLVD #101 ESTERO FL 33928	**31-46-25-09-00003.0101** 5051 INDIGO BAY BLVD #101 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 3 BLDG 3 UNIT 101
ROSSITER WILLIAM T + 5051 INDIGO BAY BLVD #102 ESTERO FL 33928	**31-46-25-09-00003.0102** 5051 INDIGO BAY BLVD #102 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 3 BLDG 3 UNIT 102
DOANE HOWARD J + KATHRYN L 56 WHITEHALL RD AMSBURY MA 01913	**31-46-25-09-00003.0201** 5051 INDIGO BAY BLVD #201 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 3 BLDG 3 UNIT 201
WEIS GERALD L 5051 INDIGO BAY BLVD #202 ESTERO FL 33928	**31-46-25-09-00003.0202** 5051 INDIGO BAY BLVD #202 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 3 BLDG 3 UNIT 202
BIELEN ALAN V + LESLIE D 5041 INDIGO BAY BLVD #101 ESTERO FL 33928	**31-46-25-09-00004.0101** 5041 INDIGO BAY BLVD #101 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 4 BLDG 4 UNIT 101
BARILE MICHAEL G 4975 BONITA BEACH RD #PH-5 BONITA SPRINGS FL 34134	**31-46-25-09-00004.0102** 5041 INDIGO BAY BLVD #102 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 4 BLDG 4 UNIT 102
CRANE FRANK J + THERESIA G 3230 COMFORT RD NEW HOPE PA 18938	**31-46-25-09-00004.0201** 5041 INDIGO BAY BLVD #201 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 4 BLDG 4 UNIT 201

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
SMITH JOHN D + MARY F 521 CARLISLE CT GLEN ELLYN IL 60137	**31-46-25-09-00004.0202** 5041 INDIGO BAY BLVD #202 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 4 BLDG 4 UNIT 202
DRUCKENMILLER ORVILLE O + 5031 INDIGO BAY BLVD #101 ESTERO FL 33928	**31-46-25-09-00005.0101** 5031 INDIGO BAY BLVD #101 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 5 BLDG 5 UNIT 101
FOWLER THOMAS A 5031 INDIGO BAY BLVD #102 ESTERO FL 33928	**31-46-25-09-00005.0102** 5031 INDIGO BAY BLVD #102 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 5 BLDG 5 UNIT 102
GOLDBERG MICHAEL S + SHARON A 6372 S BLACKHAWK WY AURORA CO 80016	**31-46-25-09-00005.0201** 5031 INDIGO BAY BLVD #201 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 5 BLDG 5 UNIT 201
HERR J MICHAEL + NANCY A 114 RUE MARSEILLE DAYTON OH 45429	**31-46-25-09-00005.0202** 5031 INDIGO BAY BLVD #202 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 5 BLDG 5 UNIT 202
WRIGHT JOYIE L 5021 INDIGO BAY BLVD #101 ESTERO FL 33928	**31-46-25-09-00006.0101** 5021 INDIGO BAY BLVD #101 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 6 BLDG 6 UNIT 101
DRUCKENMILLER LANCE 218 IRVING PL BASKINGRIDGE NJ 07920	**31-46-25-09-00006.0102** 5021 INDIGO BAY BLVD #102 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 6 BLDG 6 UNIT 102
BROUGHTON STEVEN C + JANET 5021 INDIGO BAY BLVD #201 ESTERO FL 33928	**31-46-25-09-00006.0201** 5021 INDIGO BAY BLVD #201 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 6 BLDG 6 UNIT 201
GILL KENNETH E + 5021 INDIGO BAY BLVD #202 ESTERO FL 33928	**31-46-25-09-00006.0202** 5021 INDIGO BAY BLVD #202 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 6 BLDG 6 UNIT 202
DOZIER RANDOLPH S + JULIA D 160 MOTTHAVEN DR FAIRFIELD GLADE TN 38558	**31-46-25-09-00007.0101** 5011 INDIGO BAY BLVD #101 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 7 BLDG 7 UNIT 101
USEN VIRGINIA C + 288 HEATH ST CHESTNUT HILL MA 02467	**31-46-25-09-00007.0102** 5011 INDIGO BAY BLVD #102 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 7 BLDG 7 UNIT 102
FERRI PETER C + 5011 INDIGO BAY BLVD #201 ESTERO FL 33928	**31-46-25-09-00007.0201** 5011 INDIGO BAY BLVD #201 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 7 BLDG 7 UNIT 201
BUTLER JARED W + MARTHA H 2222 S WABASH AVE KOKOMO IN 46902	**31-46-25-09-00007.0202** 5011 INDIGO BAY BLVD #202 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 7 BLDG 7 UNIT 202
MILITTI EDWARD J 1125 S 103RD ST STE 500 OMAHA NE 68124	**31-46-25-09-00008.0101** 5001 INDIGO BAY BLVD #101 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 8 BLDG 8 UNIT 101
GRINDEL MANFRED W + GISELA 50 E MALL DR MELVILLE NY 11747	**31-46-25-09-00008.0102** 5001 INDIGO BAY BLVD #102 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 8 BLDG 8 UNIT 102
BRICK BETTY D 905 MT EYRE RD NEWTON PA 18940	**31-46-25-09-00008.0201** 5001 INDIGO BAY BLVD #201 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 8 BLDG 8 UNIT 201
LARIMORE SHARON D 5001 INDIGO BAY BLVD #202 ESTERO FL 33928	**31-46-25-09-00008.0202** 5001 INDIGO BAY BLVD #202 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 8 BLDG 8 UNIT 202
SLAMIN FREDERICK J + SANDRA S 19000 SAPPHIRE SHORES LN #101 ESTERO FL 33928	**31-46-25-09-00009.0101** 19000 SAPPHIRE SHORES LN #101 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 9 BLDG 9 UNIT 101
DAKENS LESLIE P + MARIJANE 3761 AV DE VENDOME MONTREAL QC H4A 3M8 CANADA	**31-46-25-09-00009.0102** 19000 SAPPHIRE SHORES LN #102 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 9 BLDG 9 UNIT 102

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
1453210 ONTARIO LIMITED 32 BERNARD AV TORONTO ON M5R 1R2 CANADA	**31-46-25-09-00009.0201** 19000 SAPPHIRE SHORES LN #201 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 9 BLDG 9 UNIT 201
ENGLISH STEPHANIE A TR 19000 SAPPHIRE SHORES LN #202 ESTERO FL 33928	**31-46-25-09-00009.0202** 19000 SAPPHIRE SHORES LN #202 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 9 BLDG 9 UNIT 202
CHARETTE PATRICK J + MAXINE E 19010 SAPPHIRE SHORES LN #101 ESTERO FL 33928	**31-46-25-09-00010.0101** 19010 SAPPHIRE SHORES LN #101 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 10 BLDG 10 UNIT 101
VANDEMERKT RICHARD J TR + 19 S OLD MILL LN BIRR RIDGE IL 60521	**31-46-25-09-00010.0102** 19010 SAPPHIRE SHORES LN #102 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 10 BLDG 10 UNIT 102
CROPPER MARSHALL E + JEANETTE 19010 SAPPHIRE SHORES LN #201 ESTERO FL 33928	**31-46-25-09-00010.0201** 19010 SAPPHIRE SHORES LN #201 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 10 BLDG 10 UNIT 201
LUNDY FRANK B II + CAROLYN KAY 501 UPLAND RD WILLIAMSPORT PA 17701	**31-46-25-09-00010.0202** 19010 SAPPHIRE SHORES LN #202 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 10 BLDG 10 UNIT 202
KEPHART ROGER R + 10478 BUXTON PL POWELL OH 43065	**31-46-25-09-00011.0101** 5010 ROYAL SHORES DR #101 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 11 BLDG 11 UNIT 101
GRIGG CYNTHIA DIANE TR 13 E HANNUM BLVD SAGINAW MI 48602	**31-46-25-09-00011.0102** 5010 ROYAL SHORES DR #102 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 11 BLDG 11 UNIT 102
DANZIG MICHAEL D + JANICE 5010 ROYAL SHORES DR #201 ESTERO FL 33928	**31-46-25-09-00011.0201** 5010 ROYAL SHORES DR #201 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 11 BLDG 11 UNIT 201
JEWETT WILLIAM M + PATRICIA C 5 IVINS PLACE RUMSON NJ 07760	**31-46-25-09-00011.0202** 5010 ROYAL SHORES DR #202 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 11 BLDG 11 UNIT 202
HEIMAN DAVID G + LYNN G ONE COUNTRY LN PEPPER PIKE OH 44124	**31-46-25-09-00012.0101** 5000 ROYAL SHORES DR #101 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 12 BLDG 12 UNIT 101
WORTHINGTON JOSEPH W CO TR + 5000 ROYAL SHORES DR #102 ESTERO FL 33928	**31-46-25-09-00012.0102** 5000 ROYAL SHORES DR #102 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 12 BLDG 12 UNIT 102
HARRINGTON VICKI C 4 CHERRY HILLS DR PEKIN IL 61554	**31-46-25-09-00012.0201** 5000 ROYAL SHORES DR #201 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 12 BLDG 12 UNIT 201
MINCH GEORGE H + CLARA H 5000 ROYAL SHORES DR #202 ESTERO FL 33928	**31-46-25-09-00012.0202** 5000 ROYAL SHORES DR #202 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 12 BLDG 12 UNIT 202
LAWSON DAVID D + JOYCE E P O BOX 228 GWYNEDD VALLEY PA 19437	**31-46-25-09-00013.0101** 5060 INDIGO BAY BLVD #101 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 13 BLDG 13 UNIT 101
SALES WALTER R TR 26 RIVERSIDE DR BOZEMAN MT 59715	**31-46-25-09-00013.0102** 5060 INDIGO BAY BLVD #102 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 13 BLDG 13 UNIT 102
GUCKEL GUNTER + LINDA K 5060 INDIGO BAY BLVD #201 ESTERO FL 33928	**31-46-25-09-00013.0201** 5060 INDIGO BAY BLVD #201 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 13 BLDG 13 UNIT 201
ANDREOTTI JAMES P + JOAN U #202 5060 INDIGO BAY BLVD ESTERO FL 33928	**31-46-25-09-00013.0202** 5060 INDIGO BAY BLVD #202 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 13 BLDG 13 UNIT 202

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
REDLINGER DONALD JOHN 1540 CLUBHOUSE DR STEAMBOAT SPRINGS CO 80487	**31-46-25-09-00014.0101** 19001 SAPPHIRE SHORES LN #101 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 14 BLDG 14 UNIT 101
MUGFORD EDWIN W + DIANE 8 BROAD RUN MANAKIN SABOT VA 23103	**31-46-25-09-00014.0102** 19001 SAPPHIRE SHORES LN #102 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 14 BLDG 14 UNIT 102
OLSEN ROY + RAGNHILD 152 BROOKSIDE LANE ARLINGTON NJ 07856	**31-46-25-09-00014.0201** 19001 SAPPHIRE SHORES LN #201 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 14 BLDG 14 UNIT 201
HALL PATSI F TR 4 BROAD RUN LN MANAKIN-SABOT VA 23103	**31-46-25-09-00014.0202** 19001 SAPPHIRE SHORES LN #202 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 14 BLDG 14 UNIT 202
HUGHES HELEN TR 810 LIBERTY BELL CRT LIBERTYVILLE IL 60048	**31-46-25-09-00015.0101** 5050 INDIGO BAY BLVD #101 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 15 BLDG 15 UNIT 101
FISCHER AUGUST W + CAROLYN 301 LA PENINSULA NAPLES FL 34113	**31-46-25-09-00015.0102** 5050 INDIGO BAY BLVD #102 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 15 BLDG 15 UNIT 102
SCHONS DORIS A TR 5050 INDIGO BAY BLVD #201 ESTERO FL 33928	**31-46-25-09-00015.0201** 5050 INDIGO BAY BLVD #201 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 15 BLDG 15 UNIT 201
KEMPF THOMAS J + SAUNDRA L 5050 INDIGO BAY BLVD #202 ESTERO FL 33928	**31-46-25-09-00015.0202** 5050 INDIGO BAY BLVD #202 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 15 BLDG 15 UNIT 202
HATCH JAY P + 4 BALMORAL DR STRATHAM NH 03885	**31-46-25-09-00016.0101** 5070 INDIGO BAY BLVD #101 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 16 BLDG 16 UNIT 101
BRICE ROBERT J + ROSEMARY L TR 5070 INDIGO BAY BLVD #102 ESTERO FL 33928	**31-46-25-09-00016.0102** 5070 INDIGO BAY BLVD #102 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 16 BLDG 16 UNIT 102
BETTENDORF FRANK J + 2010 ALADDIN WOODS CT COLUMBUS OH 43212	**31-46-25-09-00016.0201** 5070 INDIGO BAY BLVD #201 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 16 BLDG 16 UNIT 201
HART THOMAS G + KATHRYN D 5070 INDIGO BAY BLVD # 202 ESTERO FL 33928	**31-46-25-09-00016.0202** 5070 INDIGO BAY BLVD #202 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 16 BLDG 16 UNIT 202
BOW RITA A TR 5080 INDIGO BAY BLVD #101 ESTERO FL 33928	**31-46-25-09-00017.0101** 5080 INDIGO BAY BLVD #101 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 17 BLDG 17 UNIT 101
STEVENS MICHAEL D + JOSEPHINE 3180 CHERRY HILL DR BROOKFIELD WI 53005	**31-46-25-09-00017.0102** 5080 INDIGO BAY BLVD #102 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 17 BLDG 17 UNIT 102
HUSSEY PETER + CARLA 45 BEAVER DAM RD COLTS NECK NJ 07722	**31-46-25-09-00017.0201** 5080 INDIGO BAY BLVD #201 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 17 BLDG 17 UNIT 201
DIEHL WILLIAM GARY TR 637 TIMBER CREEK DR AKRON OH 44333	**31-46-25-09-00017.0202** 5080 INDIGO BAY BLVD #202 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 17 BLDG 17 UNIT 202
RIMES MARTIN W 5090 INDIGO BAY BLVD #101 ESTERO FL 33928	**31-46-25-09-00018.0101** 5090 INDIGO BAY BLVD #101 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 18 BLDG 18 UNIT 101
MIKESELL SHARELL L TR P O BOX 727 WADSWORTH OH 44282	**31-46-25-09-00018.0102** 5090 INDIGO BAY BLVD #102 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 18 BLDG 18 UNIT 102

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
JOHNSON SUE V 5090 INDIGO BAY BLVD #201 ESTERO FL 33928	**31-46-25-09-00018.0201** 5090 INDIGO BAY BLVD #201 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 18 BLDG 18 UNIT 201
MCCRACKEN JOHN J + PATTY J 266 VENDOME CT GROSSE POINTE FARMS MI 48236	**31-46-25-09-00018.0202** 5090 INDIGO BAY BLVD #202 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 18 BLDG 18 UNIT 202
WOJCIECHOWSKI BOHDAN + MARGOT 19500 EMERALD BAY VIEW #101 ESTERO FL 33928	**31-46-25-09-00019.0101** 19500 EMERALD BAY VIEW #101 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 19 BLDG 19 UNIT 101
BLAIN FRANK + MARILYN 1133 GRAMERCY LN ADDISON IL 60101	**31-46-25-09-00019.0102** 19500 EMERALD BAY VIEW #102 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 19 BLDG 19 UNIT 102
LOFTIN GUY S + 21301 S TAMIAMI TRAIL STE 320 PMB 343 ESTERO FL 33928	**31-46-25-09-00019.0201** 19500 EMERALD BAY VIEW #201 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 19 BLDG 19 UNIT 201
GABRIELSON THOMAS A 417 GREENSBORO DR DAYTON OH 45459	**31-46-25-09-00019.0202** 19500 EMERALD BAY VIEW #202 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 19 BLDG 19 UNIT 202
MCMANUS CYNTHIA F 19510 EMERALD BAY VIEW #101 ESTERO FL 33928	**31-46-25-09-00020.0101** 19510 EMERALD BAY VIEW #101 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 20 BLDG 20 UNIT 101
SCOTT EDWARD D + NAN B 1229 PRINCETON PL WILMETTE IL 60091	**31-46-25-09-00020.0102** 19510 EMERALD BAY VIEW #102 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 20 BLDG 20 UNIT 102
POWAR SUSAN L 45 WINTERBERRY LN ORELAND HILLS OH 44022	**31-46-25-09-00020.0201** 19510 EMERALD BAY VIEW #201 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 20 BLDG 20 UNIT 201
KAIN GARY + ELIZABETH 67 HOWARD AVE OAKVILLE ON L6J 3Y4 CANADA	**31-46-25-09-00020.0202** 19510 EMERALD BAY VIEW #202 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 20 BLDG 20 UNIT 202
KING JEFFRY H SR + 328 APLLE BROOK DR MALVERN PA 19355	**31-46-25-09-00021.0101** 19520 EMERALD BAY VIEW #101 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 21 BLDG 21 UNIT 101
ENGEBRETSON RICHARD L + 7001 WESTON CIR EDINA MN 55439	**31-46-25-09-00021.0102** 19520 EMERALD BAY VIEW #102 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 21 BLDG 21 UNIT 102
PATTERSON WARREN J +MARY CLARE 2862 MANCHESTER RD SHAKER HEIGHTS OH 44122	**31-46-25-09-00021.0201** 19520 EMERALD BAY VIEW #201 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 21 BLDG 21 UNIT 201
SANDERS RICHARD A + GAY E 19520 EMERALD BAY VIEW #202 ESTERO FL 33928	**31-46-25-09-00021.0202** 19520 EMERALD BAY VIEW #202 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 21 BLDG 21 UNIT 202
COTTON JOANNE C 274 HIGH ST SOUTHBRIDGE MA 01550	**31-46-25-09-00022.0101** 19505 EMERALD BAY VIEW #101 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 22 BLDG 22 UNIT 101
CUMMINGS CHRISTENA G 19505 EMERALD BAY VIEW #102 ESTERO FL 33928	**31-46-25-09-00022.0102** 19505 EMERALD BAY VIEW #102 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 22 BLDG 22 UNIT 102
BERGEN SUSAN A TR+ 16775 LUCKY BELL LN CHAGRIN FALLS OH 44023	**31-46-25-09-00022.0201** 19505 EMERALD BAY VIEW #201 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 22 BLDG 22 UNIT 201
DEUTSCHMANN KURT J + INGEBORG 19505 EMERALD BAY #202 ESTERO FL 33928	**31-46-25-09-00022.0202** 19505 EMERALD BAY VIEW #202 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 22 BLDG 22 UNIT 202

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
STS LLC 401 W MAIN ST STE 1900 LOUISVILLE KY 40202	**31-46-25-09-00023.0101** 5081 INDIGO BAY BLVD #101 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 23 BLDG 23 UNIT 101
INCAVO STEPHEN J + KERRY 55 BUTLER DR S BURLINGTON VT 05403	**31-46-25-09-00023.0102** 5081 INDIGO BAY BLVD #102 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 23 BLDG 23 UNIT 102
MARRA JAMES M + CHARLOTTE A 5081 INDIGO BAY BLVD #201 ESTERO FL 33928	**31-46-25-09-00023.0201** 5081 INDIGO BAY BLVD #201 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 23 BLDG 23 UNIT 201
ELLISTON ROBERT D + BONNIE G 47669 ABERDEEN DR NOVI MI 48374	**31-46-25-09-00023.0202** 5081 INDIGO BAY BLVD #202 ESTERO FL 33928	INDIGO SHORES AT WEST BAY CLUB CONDO DESC OR 3210 PG 1683 PH 23 BLDG 23 UNIT 202
NATURES COVE/SUNSET TRACE 3111 UNIVERSITY DR STE 610 CORAL SPRINGS FL 33065	**31-46-25-11-0000F.0340** 19780 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK F LOT 34
NATURES COVE/SUNSET TRACE 3111 UNIVERSITY DR STE 610 CORAL SPRINGS FL 33065	**31-46-25-11-0000F.0350** 19790 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK F LOT 35
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**31-46-25-11-0000F.0360** 19800 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK F LOT 36
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**31-46-25-11-0000F.0370** 19810 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK F LOT 37
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**31-46-25-11-0000F.0380** 19820 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK F LOT 38
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**31-46-25-11-0000F.0390** 19830 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK F LOT 39
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**31-46-25-11-0000F.0400** 19840 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK F LOT 40
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**31-46-25-11-0000F.0410** 19850 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK F LOT 41
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**31-46-25-11-0000F.0420** 19860 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK F LOT 42
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**31-46-25-11-0000F.0430** 19870 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK F LOT 43
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**31-46-25-11-0000F.0440** 19880 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK F LOT 44
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**31-46-25-11-0000F.0450** 19890 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK F LOT 45
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**31-46-25-11-0000F.0460** 19900 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK F LOT 46
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**31-46-25-11-0000F.0470** 19910 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK F LOT 47

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**31-46-25-11-0000F.0480** 19920 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK F LOT 48
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**31-46-25-11-0000F.0490** 19930 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK F LOT 49
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**31-46-25-12-00000.0010** 22200 LEFT BANK LN ESTERO FL 33928	WESTLAKE COURT PB 67 PG 91-92 LOT 1
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**31-46-25-12-00000.0020** 22210 LEFT BANK LN ESTERO FL 33928	WESTLAKE COURT PB 67 PG 91-92 LOT 2
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**31-46-25-12-00000.0030** 22220 LEFT BANK LN ESTERO FL 33928	WESTLAKE COURT PB 67 PG 91-92 LOT 3
WEST BAY CLUB DEV CORP 745 7TH AV LEHMAN BROTHERS HOLDINGS NEW YORK NY 10019	**31-46-25-12-00000.0040** 22230 LEFT BANK LN ESTERO FL 33928	WESTLAKE COURT PB 67 PG 91-92 LOT 4
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**31-46-25-12-00000.0050** 22240 LEFT BANK LN ESTERO FL 33928	WESTLAKE COURT PB 67 PG 91-92 LOT 5
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**31-46-25-12-00000.0060** 19941 RIGHT BANK LN ESTERO FL 33928	WESTLAKE COURT PB 67 PG 91-92 LOT 6
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**31-46-25-12-00000.0070** 19931 RIGHT BANK LN ESTERO FL 33928	WESTLAKE COURT PB 67 PG 91-92 LOT 7
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**31-46-25-12-00000.0080** 19911 RIGHT BANK LN ESTERO FL 33928	WESTLAKE COURT PB 67 PG 91-92 LOT 8
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**31-46-25-12-00000.0090** 19900 RIGHT BANK LN ESTERO FL 33928	WESTLAKE COURT PB 67 PG 91-92 LOT 9
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**31-46-25-12-00000.0100** 19910 RIGHT BANK LN ESTERO FL 33928	WESTLAKE COURT PB 67 PG 91-92 LOT 10
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**31-46-25-12-00000.0110** 19920 RIGHT BANK LN ESTERO FL 33928	WESTLAKE COURT PB 67 PG 91-92 LOT 11
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**31-46-25-12-00000.0120** 19930 RIGHT BANK LN ESTERO FL 33928	WESTLAKE COURT PB 67 PG 91-92 LOT 12
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**31-46-25-12-00000.0130** 19940 RIGHT BANK LN ESTERO FL 33928	WESTLAKE COURT PB 67 PG 91-92 LOT 13
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**31-46-25-12-0000A.0000** RESERVED FL	WESTLAKE COURT PB 67 PG 91-92 TRACT A R/W
TURTLE POINTE COVE AT WEST BAY 5801 PELICAN BAY BLVD STE 600 NAPLES FL 34108	**31-46-25-14-00000.00CE** COMMON ELEMENT FL	REPLAT OF WEST BAY CLUB UNIT IV PB 74 PGS 93-94 AS DESC IN OR 4175 PG 955 COMMON ELEMENTS
CENTEX HOMES TURTLE POINTE COVE ASSN 5801 PELICAN BAY BLVD ESTERO FL 33928	**31-46-25-14-0000A.00CE** COMMON ELEMENT ESTERO FL 33928	TURTLE POINTE COVE AT WEST BAY CLUB OR 4176 PG 4221 PH S TRACT A

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
CENTEX HOMES TURTLE POINTE COVE ASSN 5801 PELICAN BAY BLVD ESTERO FL 33928	**31-46-25-14-0000B.00CE** COMMON ELEMENT ESTERO FL 33928	TURTLE POINTE COVE AT WEST BAY CLUB OR 4176 PG 4221 PH T TRACT B
TURTLE POINTE COVE AT WEST BAY 5801 PELICAN BAY BLVD STE 600 NAPLES FL 34108	**31-46-25-14-0000C.00CE** COMMON ELEMENT ESTERO FL 33928	TURTLE POINTE COVE AT WEST BAY CLUB OR 4176 PG 4221 TRACT C
CENTEX HOMES TURTLE POINTE COVE 5801 PELEICAN BAY BLVD ESTERO FL 33928	**31-46-25-14-0000D.00CE** RESERVED ESTERO FL 33928	TURTLE POINTE COVE AT WEST BAY CLUB OR 4176 PG 4221 TRACT D
CENTEX HOMES 5801 PELICAN BAY BLVD STE 600 NAPLES FL 34108	**31-46-25-14-0000I.0010** 19041 RIDGEPOINT DR ESTERO FL 33928	TURTLE POINTE COVE AT WEST BAY CLUB OR 4176 PG 4221 PH A BLK I LOT 1
DENISTON ANDREW J + KATHLEEN 12 SPRINGLAKE AVE HINSDALE IL 60521	**31-46-25-14-0000I.0020** 19037 RIDGEPOINT DR ESTERO FL 33928	TURTLE POINTE COVE AT WEST BAY CLUB OR 4176 PG 4221 PH A BLK I LOT 2
PETER ROSS + CAROLYN 614 EAGLE TRACE QUINCY IL 62305	**31-46-25-14-0000I.0030** 19033 RIDGEPOINT DR ESTERO FL 33928	TURTLE POINTE COVE AT WEST BAY CLUB OR 4176 PG 4221 PH B BLK I LOT 3
CENTEX HOMES 5801 PELICAN BAY BLVD STE 600 NAPLES FL 34108	**31-46-25-14-0000I.0040** 19029 RIDGEPOINT DR ESTERO FL 33928	TURTLE POINTE COVE AT WEST BAY CLUB OR 4176 PG 4221 PH C BLK I LOT 4
BOLANDER STEVEN F + NANCY L 48 SANDPIPER DR DOVER NH 03820	**31-46-25-14-0000I.0050** 19025 RIDGEPOINT DR ESTERO FL 33928	TURTLE POINTE COVE AT WEST BAY CLUB OR 4176 PG 4221 PH D BLK I LOT 5
DOBIE TERRANCE R TR 1892 SOUTH LN MENDOTA HEIGHTS MN 55118	**31-46-25-14-0000I.0060** 19021 RIDGEPOINT DR ESTERO FL 33928	TURTLE POINTE COVE AT WEST BAY CLUB OR 4176 PG 4221 PH E BLK I LOT 6
WATTS WILLIAM J + MARILYN 19017 RIDGEPOINT DR ESTERO FL 33928	**31-46-25-14-0000I.0070** 19017 RIDGEPOINT DR ESTERO FL 33928	TURTLE POINTE COVE AT WEST BAY CLUB OR 4176 PG 4221 PH F BLK I LOT 7
CENTEX HOMES 5801 PELICAN BAY BLVD STE 600 NAPLES FL 34108	**31-46-25-14-0000I.0080** 19013 RIDGEPOINT DR ESTERO FL 33928	TURTLE POINTE COVE AT WEST BAY CLUB OR 4176 PG 4221 PH G BLK I LOT 8
WESSENDORF FRANK B CO TR + 19009 RIDGEPOINT DR ESTERO FL 33928	**31-46-25-14-0000I.0090** 19009 RIDGEPOINT DR ESTERO FL 33928	TURTLE POINTE COVE AT WEST BAY CLUB OR 4176 PG 4221 PH H BLK I LOT 9
KINDL EVELYN 19005 RIDGEPOINT DR ESTERO FL 33928	**31-46-25-14-0000I.0100** 19005 RIDGEPOINT DR ESTERO FL 33928	TURTLE POINTE COVE AT WEST BAY CLUB OR 4176 PG 4221 PH I BLK I LOT 10
MCCRORY OWEN F + NANCY 19001 RIDGEPOINT DR ESTERO FL 33928	**31-46-25-14-0000I.0110** 19001 RIDGEPOINT DR ESTERO FL 33928	TURTLE POINTE COVE AT WEST BAY CLUB OR 4176 PG 4221 PH J BLK I LOT 11
WEISS KAREN M 4012 GLENWOOD AVE GOLDEN VALLEY MN 55422	**31-46-25-14-0000J.0120** 19006 RIDGEPOINT DR ESTERO FL 33928	TURTLE POINTE COVE AT WEST BAY CLUB OR 4176 PG 4221 PH K BLK J LOT 12
SCIALDONE KIMBERLY L 19010 RIDGEPOINT DR ESTERO FL 33928	**31-46-25-14-0000J.0130** 19010 RIDGEPOINT DR ESTERO FL 33928	TURTLE POINTE COVE AT WEST BAY CLUB OR 4176 PG 4221 PH L BLK J LOT 13
CENTEX HOMES 5801 PELICAN BAY BLVD STE 600 NAPLES FL 34108	**31-46-25-14-0000J.0140** 19014 RIDGEPOINT DR ESTERO FL 33928	TURTLE POINTE COVE AT WEST BAY CLUB OR 4176 PG 4221 PH M BLK J LOT 14
WEBER FRANCIS X + LUCILLE PO BOX 334 SAINT JAMES NY 11780	**31-46-25-14-0000J.0150** 19018 RIDGEPOINT DR ESTERO FL 33928	TURTLE POINTE COVE AT WEST BAY CLUB OR 4176 PG 4221 PH N BLK J LOT 15

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
TUROWETZ FRANCES C + RONALD 53 SQUAW ISLAND AVE HYANNISPORT MA 02647	**31-46-25-14-0000J.0160** 19022 RIDGEPOINT DR ESTERO FL 33928	TURTLE POINTE COVE AT WEST BAY CLUB OR 4176 PG 4221 PH O BLK J LOT 16
CENTEX HOMES 5801 PELICAN BAY BLVD STE 600 NAPLES FL 34108	**31-46-25-14-0000J.0170** 19026 RIDGEPOINT DR ESTERO FL 33928	TURTLE POINTE COVE AT WEST BAY CLUB OR 4176 PG 4221 PH P BLK J LOT 17
CENTEX HOMES 5801 PELICAN BAY BLVD STE 600 NAPLES FL 34108	**31-46-25-14-0000J.0180** 19030 RIDGEPOINT DR ESTERO FL 33928	TURTLE POINTE COVE AT WEST BAY CLUB OR 4176 PG 4221 PH Q BLK J LOT 18
FOWDEN JEREMY + LOUISE 19034 RIDGE POINT DR ESTERO FL 33928	**31-46-25-14-0000J.0190** 19034 RIDGEPOINT DR ESTERO FL 33928	TURTLE POINTE COVE AT WEST BAY CLUB OR 4176 PG 4221 PH R BLK J LOT 19
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000A.0010** 20480 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK A LOT 1
SOVEREIGN HOMES LLC 8900 BRIGHTON LANE BONITA SPRINGS FL 34135	**32-46-25-07-0000A.0020** 20470 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK A LOT 2
SOVEREIGN HOMES LLC 8900 BRIGHTON LN BONITA SPRINGS FL 34135	**32-46-25-07-0000A.0030** 20460 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK A LOT 3
SCAROLA MARK + NOREEN R 21421 WIDGEON TER FORT MYERS FL 33931	**32-46-25-07-0000A.0040** 20450 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK A LOT 4
LYONS HOUSING CORP 9240 MARKETPLACE RD SUITE 1 FORT MYERS FL 33912	**32-46-25-07-0000A.0050** 20440 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK A LOT 5
BOLES JOHN H + JUDITH A 22089 NATURES COVE CT ESTERO FL 33928	**32-46-25-07-0000A.0060** 20430 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK A LOT 6
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000A.0070** 20420 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK A LOT 7
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000A.0080** 20410 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK A LOT 8
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000A.0090** 20400 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK A LOT 9
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000A.0100** 20390 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK A LOT 10
KANE COMMUNITIES OF AUDUBON LT 15 EIGHTH ST STE B BONITA SPRINGS FL 34134	**32-46-25-07-0000A.0110** 20380 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK A LOT 11
TARPEY THOMAS W + SUZANNE V 20360 RIVERBROOK RUN ESTERO FL 33928	**32-46-25-07-0000A.0120** 20360 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK A LOT 12
MARKWOOD THEODORE A + CAROL L 20350 RIVERBROOKE RUN ESTERO FL 33928	**32-46-25-07-0000A.0130** 20350 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK A LOT 13
YOUNGQUIST TIMOTHY G 20340 RIVERBROOKE RUN ESTERO FL 33928	**32-46-25-07-0000A.0140** 20340 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK A LOT 14 + PT LOT 15 DESC OR 3186 PG 1508

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
CAIN GARY H TR 20320 RIVERBROOKE RUN ESTERO FL 33928	**32-46-25-07-0000A.0160** 20320 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK A LOT 16 + PT OF LOT 15 DESC OR 3186 + 1526
GRIFFIN JOYCE E 3636 TURKEY FOOT RD ELSMERE KY 41018	**32-46-25-07-0000A.0170** 20310 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK A LOT 17
DEBORD DONALD V + BETTY B 20300 RIVERBROOKE RUN ESTERO FL 33928	**32-46-25-07-0000A.0180** 20300 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK A LOT 18
DEBORD DONALD V 20290 RIVERBROOKE RUN ESTERO FL 33928	**32-46-25-07-0000A.0190** 20290 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK A LOT 19
HENNING VENTURES LMTD JURGEN HENNING 7389 HERITAGE PALMS ESTATES DR FORT MYERS FL 33912	**32-46-25-07-0000A.0200** 20280 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK A LOT 20
WILSON JOAN 28 BRAMBLEBRAE SOUTH WINDSOR CT 06074	**32-46-25-07-0000A.0210** 20270 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK A LOT 21
NASH DENNIS + ELIZABETH 6421 CORRINE DR NW CANTON OH 44718	**32-46-25-07-0000A.0220** 20260 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK A LOT 22
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000A.0230** 20250 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK A LOT 23
MANDERSCHIED BERND + PATRICIA 20240 RIVERBROOKE RUN ESTERO FL 33928	**32-46-25-07-0000A.0240** 20240 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK A LOT 24
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000A.0250** 20220 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK A LOT 25
RAMEY C J + DIAN 4108 STILLWATER DR WINSTON-SALEM NC 27106	**32-46-25-07-0000A.0260** 20200 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK A LOT 26
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000A.0270** 20180 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK A LOT 27
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000A.0280** 20170 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK A LOT 28
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000A.0290** 20160 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK A LOT 29
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000A.0300** 20150 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK A LOT 30
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000A.0310** 20140 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK A LOT 31
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000A.0320** 20130 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK A LOT 32
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000A.0330** 20120 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK A LOT 33

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
MEJIAS JOSE 766 NW 129TH PL MIAMI FL 22182	**32-46-25-07-0000A.0340** 20110 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK A LOT 34
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000A.0350** 20100 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK A LOT 35
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000B.0440** 20121 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK B LOT 44
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000B.0450** 20131 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK B LOT 45
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000B.0460** 20141 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK B LOT 46
CLAYTON GUY C TR 1578 HEIGHTS COURT MARCO ISLAND FL 33931	**32-46-25-07-0000B.0470** 20151 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK B LOT 47
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000B.0480** 20161 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK B LOT 48
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000B.0490** 20171 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK B LOT 49
CENACLE CUSTOM HOMES LLC 1827 TRADE CENTER WAY STE 3 NAPLES FL 34109	**32-46-25-07-0000B.0500** 20181 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK B LOT 50
OLSEN LARRY D + PAMELA D 20191 RIVERBROOKE RUN ESTERO FL 33928	**32-46-25-07-0000B.0510** 20191 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK B LOT 51
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000B.0520** 20211 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK B LOT 52
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000B.0530** 20231 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK B LOT 53
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000B.0540** 20241 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK B LOT 54
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000B.0550** 20251 RIVERBROOKE RUN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK B LOT 55
CAMPBELL RONALD E + JANE M 20481 CHAPEL TRACE ESTERO FL 33928	**32-46-25-07-0000C.0010** 20481 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 1
MARINE ULRICH S + STACEY A 9155 BRENDON PRESERVE CT BONITA SPRINGS FL 34135	**32-46-25-07-0000C.0020** 20471 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 2
CAMMARATO VINCENT T III 21753 MASTERS CIR ESTERO FL 33928	**32-46-25-07-0000C.0030** 20461 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 3
NICHOLS K DAVID JR TR + 9951 ROOKERY CIR ESTERO FL 33928	**32-46-25-07-0000C.0040** 20451 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 4

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
WILLOUGHBY DEVELOPMENT GROUP 11280 COMPASS POINT DR FORT MYERS FL 33919	**32-46-25-07-0000C.0050** 20431 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 5
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000C.0060** 20421 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 6
BIELING ERNEST C + DARBY K 19560 MARSH POINTE RUN #202 ESTERO FL 33928	**32-46-25-07-0000C.0070** 20411 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 7
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000C.0080** 20401 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 8
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000C.0090** 20391 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 9
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000C.0100** 20381 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 10
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000C.0110** 20371 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 11
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000C.0120** 20361 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 12
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000C.0130** 20351 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 13
KROL DONALD M 5750 HARBORAGE DR FT MYERS FL 33908	**32-46-25-07-0000C.0140** 20341 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 14
MILLER MATTHEW T + LISA D 1004 COLLIER CENTER WAY #100 NAPLES FL 34110	**32-46-25-07-0000C.0150** 20331 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 15
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000C.0160** 20311 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 16
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000C.0170** 20301 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 17
DOYLE CHARLES + MARY A 19021 RIDGEPOINT DR ESTERO FL 33928	**32-46-25-07-0000C.0180** 20281 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 18
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000C.0190** 20271 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 19
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000C.0200** 20261 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 20
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000C.0210** 20251 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 21
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000C.0220** 20241 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 22
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000C.0230** 20231 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 23

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000C.0240** 20221 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 24
LYE MARK R + LISA J 27640 MARINA ISLE CT BONITA SPRINGS FL 34134	**32-46-25-07-0000C.0250** 20211 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 25
BRUSH DAVID CRAIG + KYLE K 20160 CHAPEL TRACE ESTERO FL 33928	**32-46-25-07-0000C.0260** 20160 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 26
JONES DAVID D + VIRGINIA B W2394 OAKWOOD AV MARKESAN WI 53946	**32-46-25-07-0000C.0270** 20170 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 27
HEYDORN GARY + PATRICIA 24 KINGSBOROUGH COVE BARRINGTON IL 60010	**32-46-25-07-0000C.0280** 20180 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 28
CELLITTI MICHAEL P + PATRICIA 4 BADGER LN N OAKES MN 55127	**32-46-25-07-0000C.0290** 20190 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 29
PAYTON BENJAMIN F + THELMA P 399 MONTGOMERY RD TUSKEGEE AL 36083	**32-46-25-07-0000C.0300** 20200 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 30
ALLARD HARRY A + WINNIFRED M 1264 GLENCREST DR LAKE MARY FL 32746	**32-46-25-07-0000C.0310** 20210 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 31
BAYFRONT CONSTRUCTION INC PO BOX 1103 ESTERO FL 33928	**32-46-25-07-0000C.0320** 20230 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 32
CREEVEY KEVIN S+DARCY A 26 LONGMEADOW RD WINNETKA IL 60093	**32-46-25-07-0000C.0330** 20240 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 33
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000C.0340** 20250 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 34
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000C.0350** 20260 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 35
RYAN JAMES D 5081 INDIGO BAY BLVD #102 ESTERO FL 33928	**32-46-25-07-0000C.0360** 20270 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 36
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000C.0370** 20280 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 37
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000C.0380** 20310 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 38
LYONS LAND CORP LLC 9240 MARKETPLACE RD STE 1 FORT MYERS FL 33912	**32-46-25-07-0000C.0390** 20320 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 39
WESTPOINTS DEVELOPMENT LLC 1004 COLLIER CENTER WAY #100 NAPLES FL 34110	**32-46-25-07-0000C.0400** 20330 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 40
SHIELDS MARVIN + PRISCILLA 20817 GLEN EAGLES LINKS DR ESTERO FL 33928	**32-46-25-07-0000C.0410** 20340 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 41

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
MELILLO NICHOLAS W + LORRAINE 20350 CHAPEL TRACE ESTERO FL 33928	**32-46-25-07-0000C.0420** 20350 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 42
SWINGS JAMES G + ROSEMARY 20360 CHAPEL TRACE ESTERO FL 33928	**32-46-25-07-0000C.0430** 20360 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 43
OCONNELL GERALD D + EMELINDA P 2054 ST ANDREWS DR BERWYN PA 19312	**32-46-25-07-0000C.0440** 20370 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 44
IMBURGIA MICHAEL + SANDRA 14818 LANDMARK DR LOUISVILLE KY 40245	**32-46-25-07-0000C.0450** 20380 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 45
2004513 ONTARIO INC 130 GREENBROOKE DR WOODBRIDGE ON L4C 8L1 CANADA	**32-46-25-07-0000C.0460** 20400 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 46
SCHMIDT GRETCHEN C TR 20410 CHAPEL TRACE ESTERO FL 33928	**32-46-25-07-0000C.0470** 20410 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 47
ALVATOR JOHN J JR + 17 CHESTERFIELD DR WARREN NJ 07059	**32-46-25-07-0000C.0480** 20420 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 48
CARLSON ALBERT W 488 ATWATER PL ST PAUL MN 55103	**32-46-25-07-0000C.0490** 20430 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 49
PARKER WILLIAM B TR 20450 CHAPEL TRACE ESTERO FL 33928	**32-46-25-07-0000C.0500** 20450 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 50
WYNSMA JAMES B + PHYLLIS J 20460 CHAPEL TRACE ESTERO FL 33428	**32-46-25-07-0000C.0510** 20460 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 51
RODE PATRICIA Q CO TR + 20470 CHAPEL TRACE ESTERO FL 33928	**32-46-25-07-0000C.0520** 20470 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 52
CUNNINGHAM BERNARD M + 20480 CHAPEL TRACE ESTERO FL 33928	**32-46-25-07-0000C.0530** 20480 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK C LOT 53
WILLIAM R CUNNINGHAM 7370 COLLEGE PKWY #303 FORT MYERS FL 33907	**32-46-25-07-0000E.0010** 20101 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK E LOT 1
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000E.0020** 20091 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK E LOT 2
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000E.0030** 20081 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK E LOT 3
MAGEE GEORGE R 20061 CHAPEL TR ESTERO FL 33928	**32-46-25-07-0000E.0040** 20061 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK E LOT 4
LYONS LAND CORP LLC 9240 MARKETPLACE RD STE 1 FORT MYERS FL 33912	**32-46-25-07-0000E.0050** 20051 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK E LOT 5
LYONS LAND CORP LLC 9240 MARKETPLACE RD STE 1 FORT MYERS FL 33912	**32-46-25-07-0000E.0060** 20031 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK E LOT 6
LYONS LAND CORP LLC 9240 MARKETPLACE RD STE 1 FORT MYERS FL 33912	**32-46-25-07-0000E.0070** 20021 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK E LOT 7

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
LYONS LAND CORP LLC 9240 MARKETPLACE RD STE 1 FORT MYERS FL 33912	**32-46-25-07-0000E.0080** 20011 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK E LOT 8
GUENTHER DAVID H + 20001 CHAPEL TRACE ESTERO FL 33928	**32-46-25-07-0000E.0090** 20001 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK E LOT 9
DEMARIA DEBRA 19991 CHAPEL TRACE ESTERO FL 33928	**32-46-25-07-0000E.0100** 19991 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK E LOT 10
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000E.0110** 19971 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK E LOT 11
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000E.0120** 19961 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK E LOT 12
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-0000E.0130** 19951 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK E LOT 13
HELMEY JERRY A 19940 CHAPEL TRACE ESTERO FL 33928	**32-46-25-07-0000F.0500** 19940 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK F LOT 50
WOODS GERALD M + JUDITH A 19950 CHAPEL TRACE ESTERO FL 33928	**32-46-25-07-0000F.0510** 19950 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK F LOT 51
GLATZ WILLIAM R + MARGARET A 19960 CHAPEL TRACE ESTERO FL 33928	**32-46-25-07-0000F.0520** 19960 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK F LOT 52
MILAN MARK J + 5350 WILTSHIRE RD N ROYALTON OH 44133	**32-46-25-07-0000F.0530** 19970 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK F LOT 53
KEISER GRANT TR 19980 CHAPEL TRACE ESTERO FL 33928	**32-46-25-07-0000F.0540** 19980 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK F LOT 54
THIBEAULT REJEAN J + DIANE L 1827 BROOKWOOD DR AKRON OH 44313	**32-46-25-07-0000F.0550** 19990 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK F LOT 55
PODANY ROGER A 5204 LARADA LN EDINA MN 55436	**32-46-25-07-0000F.0560** 20000 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK F LOT 56
HAMILTON PATRICIA A 20010 CHAPEL TRACE ESTERO FL 33928	**32-46-25-07-0000F.0570** 20010 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK F LOT 57
1430329 ONTARIO INC 36 OSWALC CRESCENT TORONTO ON M4S 2H6 CANADA	**32-46-25-07-0000F.0580** 20020 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK F LOT 58
WILLIAMSON WILBUR L + DONNA T 20030 CHAPEL TRACE ESTERO FL 33928	**32-46-25-07-0000F.0590** 20030 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK F LOT 59
WOODCOCK BLANCHE K 101 RIVERVIEW ST PO BOX 109 MORRISTOWN NY 13664	**32-46-25-07-0000F.0600** 20040 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK F LOT 60
HEGGLAND ROY T + BARBARA O 20050 CHAPEL TRACE ESTERO FL 33928	**32-46-25-07-0000F.0610** 20050 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK F LOT 61

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
VIAZANKO L KAY 20060 CHAPEL TRACE ESTERO FL 33928	**32-46-25-07-0000F.0620** 20060 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK F LOT 62
KENDALL DIANE A TR 20070 CHAPEL TRACE ESTERO FL 33928	**32-46-25-07-0000F.0630** 20070 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK F LOT 63
MARGARETS LLC C/O MARGARET M OLEARY 20080 CHAPEL TRACE ESTERO FL 33928	**32-46-25-07-0000F.0640** 20080 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK F LOT 64
DAKENS LESLIE P + MARIJANE 3761 AV DE VENDOME MONTREAL QC H4A 3M CANADA	**32-46-25-07-0000F.0650** 20090 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK F LOT 65
BARILE MICHAEL GERALD 4975 BONITA BEACH RD #PH-5 BONITA SPRINGS FL 34134	**32-46-25-07-0000F.0660** 20100 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK F LOT 66
WEST BAY CLUB DEV CORP WEST BAY CLUB COMM ASSN 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-000C1.00CE** 4600-4610 WEST BAY BLVD ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 TRACTS C-1 + C-2 + C-8 THRU C-11 + C-17 + C-20
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-00FD5.0000** RESERVED ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 TRACT FD-5
WEST BAY CLUB DEV CORP WEST BAY CLUB COMM ASSN 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-00LK5.00CE** RESERVED ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 TRACTS LK 5-1 + LK 8-1 + LK 9-1 + LK 10-1 + LK 10-2 + LK 11-1 + DR-4
WEST BAY CLUB DEV CORP WEST BAY CLUB COMM ASSN 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-00LS1.00CE** RESERVED ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 TRACTS LS-1 + LS-2 + LS-4 + LS- 5 + LS-7 + LS-9
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-00MF2.0000** RESERVED FL	WEST BAY CLUB PB 62 PGS 79-111 TRACT MF-2
WEST BAY CLUB DEV CORP WEST BAY CLUB COMM ASSN 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-00PK1.00CE** RESERVED ESTERO FL 33928	WEST BAY CLUB PB 6 PGS 79-111 TRACT PK 1
WEST BAY CLUB DEV CORP WEST BAY CLUB COMM ASSN 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-07-00RD1.00CE** RESERVED ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 TRACTS RD-1 + RD-2A + RD-2B + RD-3 + RD-4 + RD-10
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-11-0000E.0140** 19941 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK E LOT 14
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-11-0000E.0150** 19931 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK E LOT 15
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-11-0000E.0160** 19921 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK E LOT 16
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-11-0000E.0170** 19911 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK E LOT 17
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-11-0000E.0180** 19901 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK E LOT 18

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-11-0000E.0190** 19891 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK E LOT 19
NATURES COVE/SUNSET TRACE 3111 UNIVERSITY DR STE 610 CORAL SPRINGS FL 33065	**32-46-25-11-0000E.0200** 19881 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK E LOT 20
NATURES COVE/SUNSET TRACE 3111 UNIVERSITY DR STE 610 CORAL SPRINGS FL 33065	**32-46-25-11-0000E.0210** 19871 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK E LOT 21
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-11-0000E.0220** 19861 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK E LOT 22
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-11-0000E.0230** 19851 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK E LOT 23
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-11-0000E.0240** 19841 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK E LOT 24
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-11-0000E.0250** 19831 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK E LOT 25
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-11-0000E.0260** 19821 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK E LOT 26
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-11-0000E.0270** 19811 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK E LOT 27
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-11-0000E.0280** 19801 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK E LOT 28
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-11-0000E.0290** 19791 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK E LOT 29
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-11-0000E.0300** 19781 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK E LOT 30
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-11-0000E.0310** 19771 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK E LOT 31
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**32-46-25-11-0000E.0320** 19751 CHAPEL TRACE ESTERO FL 33928	WEST BAY CLUB UNIT II PB 66 PG 82 BLK E LOT 32
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-01-0000B.0550** 4651 WILLIAMS RD ESTERO FL 33928	FLA GULF LAND CO SUBD BLK B PB 1 PG 59 PORTION OF LT 55 DESC IN OR 2465 PG 3045 + OR 3041/3528
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-00000.001A** WEST BAY BLVD ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 LOT 1A
SILVER WANDA C TR 4309 COPPER CLIFF CT BLOOMFIELD HILLS MI 48302	**05-47-25-07-0000D.0010** 22001 RED LAUREL LN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK D LOT 1
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-0000D.0020** 22021 RED LAUREL LN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK D LOT 2

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-0000D.0030** 22041 RED LAUREL LN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK D LOT 3
SCHNIDT JAMES A TR 1155 E ENSELL RD LAKE ZURICH IL 60047	**05-47-25-07-0000D.0040** 22051 RED LAUREL LN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK D LOT 4
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-0000D.0050** 22061 RED LAUREL LN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK D LOT 5
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-0000D.0060** 22071 RED LAUREL LN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK D LOT 6
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-0000D.0070** 22081 RED LAUREL LN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK D LOT 7
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-0000D.0080** 22111 RED LAUREL LN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK D LOT 8
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-0000D.0090** 22121 RED LAUREL LN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK D LOT 9
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-0000D.0100** 22181 RED LAUREL LN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK D LOT 10
HOAGLUND RONALD TR 22191 RED LAUREL LN ESTERO FL 33928	**05-47-25-07-0000D.0110** 22191 RED LAUREL LN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK D LOT 11
HALEY PATRICK E + DEBRA L 2501 INDIAN WELLS TR XENIA OH 45385	**05-47-25-07-0000D.0120** 22201 RED LAUREL LN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK D LOT 12
BROWN DAVID S TR 22221 RED LAUREL LN ESTERO FL 33928	**05-47-25-07-0000D.0130** 22221 RED LAUREL LN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK D LOT 13
SIMON PAUL G + SUSAN K 1917 MIDDLETON CT WHEATON IL 60187	**05-47-25-07-0000D.0140** 22231 RED LAUREL LN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK D LOT 14
BEAUDIN WILLIAM M TR 1821 RIVERSIDE AVE MARINETTE WI 54143	**05-47-25-07-0000D.0150** 22241 RED LAUREL LN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK D LOT 15
KLUES ELIZABETH F TR 312 SOUTH DERBYSHIRE LN ARLINGTON HEIGHTS IL 60004	**05-47-25-07-0000D.0160** 22240 RED LAUREL LN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK D LOT 16
MCATHIE DANIEL J + JUDITH 1449 BAY RIDGE RD WAYZATA MN 55391	**05-47-25-07-0000D.0170** 22220 RED LAUREL LN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK D LOT 17
CASSAVELL EDWARD + LOIS 22268 NATURES COVE CT ESTERO FL 33928	**05-47-25-07-0000D.0180** 22190 RED LAUREL LN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK D LOT 18
VILNIUS DONALD + MARY A 22190 NATURES COVE CT ESTERO FL 33928	**05-47-25-07-0000D.0190** 22170 RED LAUREL LN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK D LOT 19
ZIEGLER JACK H + JEANE M 459 SURREY HILL LN VALPARAISO IN 46383	**05-47-25-07-0000D.0200** 22150 RED LAUREL LN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK D LOT 20
NEVINS DAVID L + CAROL ANN 22140 RED LAUREL LN ESTERO FL 33928	**05-47-25-07-0000D.0210** 22140 RED LAUREL LN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK D LOT 21

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
LUPPES LOREN E + DONNA D 120 SOUTHBROOK COURT DECATOR IL 62521	**05-47-25-07-0000D.0220** 22130 RED LAUREL LN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK D LOT 22
KING JEFFRY H SR + LAURIE 328 APPLEBROOK DR MALVERN PA 19355	**05-47-25-07-0000D.0230** 22120 RED LAUREL LN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK D LOT 23
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-0000D.0240** 22100 RED LAUREL LN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK D LOT 24
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-0000D.0250** 22080 RED LAUREL LN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK D LOT 25
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-0000D.0260** 22070 RED LAUREL LN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK D LOT 26
SOVEREIGN HOMES LLC 8900 BRIGHTON LANE BONITA SPRINGS FL 34135	**05-47-25-07-0000D.0270** 22060 RED LAUREL LN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK D LOT 27
WOOTTON KINGSLEY P P O BOX 827 SALINE MI 48176	**05-47-25-07-0000D.0280** 22040 RED LAUREL LN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK D LOT 28
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-0000D.0290** 22020 RED LAUREL LN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK D LOT 29
SLATER KAREN ROSENBERG 36 RIVERVIEW AVON CT 06001	**05-47-25-07-0000D.0300** 22000 RED LAUREL LN ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK D LOT 30
BAILEY JOYCE W 22001 NATURES COVE CT ESTERO FL 33968	**05-47-25-07-0000G.0010** 22001 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 1
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-0000G.0020** 22009 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 2
PATRICK JAMES E + LINDA C 2136 CHURCH VIEW DR #5 ROCKFORD IL 61107	**05-47-25-07-0000G.0030** 22017 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 3
SWIGLO DANIEL A TR 1155 E ENSELL RD LAKE ZURICH IL 60047	**05-47-25-07-0000G.0040** 22025 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 4
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-0000G.0050** 22033 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 5
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-0000G.0060** 22041 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 6
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-0000G.0070** 22049 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 7
NATURES COVE/SUNSET TRACE 3111 UNIVERSITY DR STE 610 CORAL SPRINGS FL 33065	**05-47-25-07-0000G.0080** 22057 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 8
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-0000G.0090** 22065 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 9

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
NATURES COVE/SUNSET TRACE 3111 UNIVERSITY DR STE 610 CORAL SPRINGS FL 33065	**05-47-25-07-0000G.0100** 22073 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 10
SCHNEIER CRAIG E + 6 CART PATH WAYLAND MA 01778	**05-47-25-07-0000G.0110** 22081 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 11
BOLES JOHN H + JUDITH A TR 22089 NATURES COVE CT ESTERO FL 33928	**05-47-25-07-0000G.0120** 22089 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 12
NATURES COVE SUNSET TRACE 3111 UNIVERSITY DRIVE STE 610 CORAL SPRINGS FL 33065	**05-47-25-07-0000G.0130** 22097 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 13
DONNINO DIANE L TR 12715 31ST AV N PLYMOUTH MN 55441	**05-47-25-07-0000G.0140** 22105 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 14
MCNEELEY ROBERT D + CHARLENE M 10923 SPRINGMILL LN CARMEL IN 46032	**05-47-25-07-0000G.0150** 22113 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 15
NATURES COVE/SUNSET TRACE 3111 UNIVERSITY DR STE 610 CORAL SPRINGS FL 33065	**05-47-25-07-0000G.0160** 22121 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 16
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-0000G.0170** 22129 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 17
BOWMAN RICHARD K + LOIS U 22137 NATURES COVE CT ESTERO FL 33928	**05-47-25-07-0000G.0180** 22137 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 18
AMICONE FAUSTO F + GINA 10 LONG BEACH DR LEAMINGTON ON N8I 4J1 CANADA	**05-47-25-07-0000G.0190** 22145 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 19
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-0000G.0200** 22153 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 20
GLENN DENNIS J + SUSAN D 22163 NATURES COVE CT ESTERO FL 33928	**05-47-25-07-0000G.0210** 22163 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 21
MOSES THERESA A + 21301 TAMIAMI TRAIL #320 281 ESTERO FL 33928	**05-47-25-07-0000G.0220** 22171 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 22
MIELE JOANNA S 509 WHEATFIELD DR AURORA OH 44202	**05-47-25-07-0000G.0230** 22179 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 23
KAHN ILENE S + JEFFREY M TR 22187 NATURES COVE CT ESTERO FL 33928	**05-47-25-07-0000G.0240** 22187 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 24
BEAUBIEN DUSTINE K TR 22195 NATURES COVE CT ESTERO FL 33928	**05-47-25-07-0000G.0250** 22195 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 25
VILNIUS DONALD + MARY ANN 3697 DALEVIEW DR ANN ARBOR MI 48105	**05-47-25-07-0000G.0260** 22199 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 26
CLEMENS PHILIP M + CLAIRE A 1606 FOREST PARK BLVD FORT MYERS FL 46805	**05-47-25-07-0000G.0270** 22292 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 27
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-0000G.0280** 22284 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 28

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
NATURES COVE/SUNSET TRACE 3111 UNIVERSITY DR STE 610 CORAL SPRINGS FL 33065	**05-47-25-07-0000G.0290** 22276 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 29
CASSAVELL EDWARD L + LOIS J 22268 NATURES COVE CT ESTERO FL 33928	**05-47-25-07-0000G.0300** 22268 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 30
ODANIEL MAURICE D TR 2029 PRESTWICK LN FT WAYNE IN 46804	**05-47-25-07-0000G.0310** 22260 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 31
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-0000G.0320** 22252 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 32
SANDER DIETER + DIANNE C 1859 FEATHERSTON DR MISSISSAUGA ON L5L 2T2 CANADA	**05-47-25-07-0000G.0330** 22244 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 33
MEYER UWE F + ELSA R 67 BYWOOD DR TORONTO ON M9A 1M2 CANADA	**05-47-25-07-0000G.0340** 22236 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 34
NATURES COVE/SUNSET TRACE 3111 UNIVERSITY DR STE 610 CORAL SPRINGS FL 33065	**05-47-25-07-0000G.0350** 22228 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 35
FAZAKERLEY LYNN J 24 ELMWOOD LODGE 17 PARKFIELD RD S M206DB MANCHESTER LANCASHIRE UNITED KINGDOM	**05-47-25-07-0000G.0360** 22220 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 36
CRANE FRANK J JR + THERESIA 3230 COMFORT RD NEW HOPE PA 18938	**05-47-25-07-0000G.0370** 22200 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 37
NATURES COVE/SUNSET TRACE 3111 UNIVERSITY DR STE 610 CORAL SPRINGS FL 33065	**05-47-25-07-0000G.0380** 22198 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 38
BURCHELL CY + ANNE P 3338 MISSISSAUGA RD MISSISSAUGA ON L5L 1J4 CANADA	**05-47-25-07-0000G.0390** 22194 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 39
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-0000G.0400** 22188 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 40
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-0000G.0410** 22180 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 41
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-0000G.0420** 22172 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 42
HARDY JERRY J TR + 22162 NATURES COVE CT ESTERO FL 33928	**05-47-25-07-0000G.0430** 22162 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 43
IVES ROBERT P TR 314 SURREY LN LAKE FOREST IL 60045	**05-47-25-07-0000G.0440** 22154 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 44
HOLLYWOOD-WEST CO 275 -13TH ST NE ATLANTA GA 30309	**05-47-25-07-0000G.0450** 22146 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 45
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-0000G.0460** 22138 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 46

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
SANDERS RICHARD A + GAY E 8237 MONTRIDGE CT NORTH ROYALTON OH 44133	**05-47-25-07-0000G.0470** 22130 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 47
EDENS BUSTER E 22122 NATURES COVE CT ESTERO FL 33928	**05-47-25-07-0000G.0480** 22122 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 48
CORAK HOWARD + FAITH 22114 NATURES COVE CT ESTERO FL 33928	**05-47-25-07-0000G.0490** 22114 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 49
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-0000G.0500** 22106 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 50
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-0000G.0510** 22098 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 51
HOLOBINKO PATRICIA L TR 22090 NATURES COVE CT ESTERO FL 33928	**05-47-25-07-0000G.0520** 22090 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 52
COCHERL PATRICK J JR TR 14212 OVERBROOK LEAWOOD KS 66224	**05-47-25-07-0000G.0530** 22082 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 53
EPSTEIN MAURY N + LINDA 22074 NATURES COVE CT ESTERO FL 33928	**05-47-25-07-0000G.0540** 22074 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 54
ORIORDAN ANTHONY + HILDA 14 SALZBURG ARDILEA DUBLIN 14 IRELAND	**05-47-25-07-0000G.0550** 22066 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 55
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-0000G.0560** 22058 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 56
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-0000G.0570** 22050 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 57
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-0000G.0580** 22042 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 58
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-0000G.0590** 22034 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 59
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-0000G.0600** 22026 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 60
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-0000G.0610** 22018 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 61
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-0000G.0620** 22010 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 62
WEST BAY CLUB DEV CORP MONARCH TOWER STE 2200 3424 PEACHTREE RE NE ATLANTA GA 30326	**05-47-25-07-0000G.0630** 22002 NATURES COVE CT ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 BLK G LOT 63
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-000C3.0000** RESERVED ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 TRACTS C-3 THRU C-7 + C-13 + C-19

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-00FD3.0000** RESERVED ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 TRACTS FD-3 + FD-6
O DONNELL LANDSCAPES INC 4291 WILLIAMS RD ESTERO FL 33928	**05-47-25-07-00FD4.0000** RESERVED ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 TRACT FD-4
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-00GC1.0000** GOLF COURSE ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 TRACTS GC-1 THRU GC-9 + CC-1 + CP-3 + CP-7 + PR-1 + CART PATHS GOLF COURSE
WEST BAY CLUB DEV CORP COMMUNITY ASSN 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-00LK6.00CE** SUBMERGED ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 TRACTS LK 6-1 + LK 6-2 + LK 7-1 + DR-1 THRU DR-3
WEST BAY CLUB DEV CORP WEST BAY CLUB COMM ASSN 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-00LS2.00CE** RESERVED ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 TRACTS LS-2 + LS-3 + LS-6 + LS-10
WEST BAY CLUB DEV CORP COMMUNITY ASSN 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-07-00RD5.00CE** RIGHT OF WAY ESTERO FL 33928	WEST BAY CLUB PB 62 PGS 79-111 TRACTS RD-5 THRU RD-7 + RD-9
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-08-0000H.0640** 4900 BAYBRIDGE BLVD ESTERO FL 33928	WEST BAY CLUB UNIT III PB 75 PGS 91 + 92 BLK H LOT 64
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-08-0000H.0650** 4906 BAYBRIDGE BLVD ESTERO FL 33928	WEST BAY CLUB UNIT III PB 75 PGS 91 + 92 BLK H LOT 65
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-08-0000H.0660** 4912 BAYBRIDGE BLVD ESTERO FL 33928	WEST BAY CLUB UNIT III PB 75 PGS 91 + 92 BLK H LOT 66
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-08-0000H.0670** 4918 BAYBRIDGE BLVD ESTERO FL 33928	WEST BAY CLUB UNIT III PB 75 PGS 91 + 92 BLK H LOT 67
NATURES COVE/SUNSET TRACE 3111 UNIVERSITY DR STE 610 CORAL SPRINGS FL 33065	**05-47-25-08-0000H.0680** 4924 BAYBRIDGE BLVD ESTERO FL 33928	WEST BAY CLUB UNIT III PB 75 PGS 91 + 92 BLK H LOT 68
NATURES COVE/SUNSET TRACE 3111 UNIVERSITY DR STE 610 CORAL SPRINGS FL 33065	**05-47-25-08-0000H.0690** 4930 BAYBRIDGE BLVD ESTERO FL 33928	WEST BAY CLUB UNIT III PB 75 PGS 91 + 92 BLK H LOT 69
NATURES COVE/SUNSET TRACE 3111 UNIVERSITY DR STE 610 CORAL SPRINGS FL 33065	**05-47-25-08-0000H.0700** 4936 BAYBRIDGE BLVD ESTERO FL 33928	WEST BAY CLUB UNIT III PB 75 PGS 91 + 92 BLK H LOT 70
NATURES COVE/SUNSET TRACE 3111 UNIVERSITY DR STE 610 CORAL SPRINGS FL 33065	**05-47-25-08-0000H.0710** 4942 BAYBRIDGE BLVD ESTERO FL 33928	WEST BAY CLUB UNIT III PB 75 PGS 91 + 92 BLK H LOT 71
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-08-0000H.0720** 4948 BAYBRIDGE BLVD ESTERO FL 33928	WEST BAY CLUB UNIT III PB 75 PGS 91 + 92 BLK H LOT 72
NATURES COVE/SUNSET TRACE 3111 UNIVERSITY DR STE 610 CORAL SPRINGS FL 33065	**05-47-25-08-0000H.0730** 4954 BAYBRIDGE BLVD ESTERO FL 33928	WEST BAY CLUB UNIT III PB 75 PGS 91 + 92 BLK H LOT 73
WEST BAY CLUB DEV CORP 4600 WEST BAY BLVD ESTERO FL 33928	**05-47-25-08-0000H.0740** 4960 BAYBRIDGE BLVD ESTERO FL 33928	WEST BAY CLUB UNIT III PB 75 PGS 91 + 92 BLK H LOT 74