ADD2020-00027 Lee County ePlan

AFFIDAVIT OF NO CHANGE

STATE OF FLORIDA
COUNTY OF LEE

Before me, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Jeff Darragh (the **"Affiant"**) who, after being by me first duly sworn, deposes and says:

1. That Affiant has personal knowledge of the facts contained herein.

2. That Affiant is the Manager of Worthington of Renaissance, LLC, a Florida limited liability company, the owner (**"Owner"**) of the following property located in Lee County County, Florida described as follows:

Tracts GC-1 through GC-6 of Renaissance, according to the map or plat thereof as recorded in Plat Book 72, Page 18, Public Records of Lee County, Florida, less and except that portion lying within Renaissance Phase 2A, as recorded in Plat Book 81, Page 85, Public Records of Lee County, Florida.

and

Tract H of Renaissance, according to the map or plat thereof as recorded in Plat Book 72, Page 18, Public Records of Lee County, Florida.

and

Tract I of Renaissance, according to the map or plat thereof as recorded in Plat Book 72, Page 18, Public Records of Lee County, Florida.

3. This affidavit is furnished according to Lee County Development Code Section 10-154.

4. Affiant is familiar with the Old Republic National Title Insurance Company Loan Policy MF6-8423736, effective August 8, 2019, a copy of which is attached hereto (the **"Title Policy"**). There has been no change in the ownership of the Property from August 8, 2019 to the present.

5. No documents have been filed in the Public Records of Lee County, Florida between August 8, 2019 and October 10, 2019 other than the following copies of which are attached, and none of which affect ownership of the Property:

Recorded Notice of Environmental Resource Permit recorded 9/5/2019 as #2019000206831
Notice of Commencement recorded 8/9/2019 as Instrument #2019000185453
Notice of Commencement recorded 8/9/2019 as Instrument #2019000185454
Notice of Commencement recorded 8/23/2019 as Instrument #2019000197263
Notice of Commencement recorded 10/7/2019 as Instrument #2019000231580
Notice of Commencement recorded 10/7/2019 as Instrument #2019000231581
Notice of Commencement recorded 10/7/2019 as Instrument #2019000231582
Notice of Commencement recorded 10/7/2019 as Instrument #2019000231583

6. Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State for falsely swearing to statements made in an instrument of this nature.

FURTHER AFFIANT SAYETH NOT.

Jeff Darragh

The foregoing was acknowledged before me this 30 day of October 2019 by Jeff Darragh, Manager of Worthington of Renaissance, LLC, a Florida limited liability company, who ✓ is personally known to me or who _____ produced a driver's license as identification.

My Commission Expires: Jan 22, 2022

Notary Public

IRENE SASSE
MY COMMISSION # GG 177990
EXPIRES: January 22, 2022
Bonded Thru Notary Public Underwriters

ADD2020-00027 Lee County ePlan

LOAN POLICY OF TITLE INSURANCE
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 17 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the" Company"), insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii)a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage
   (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
   (b) failure of any person or Entity to have authorized a transfer or conveyance;
   (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
   (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
   (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
   (f) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
   (g) a defective judicial or administrative proceeding.
10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.

(Covered Risks continued)

In Witness Whereof. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory of the Company.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By _____ President

Attest _____ Secretary

SERIAL
MF6-8423736

Old Republic National Title Insurance Company

LOAN POLICY

Schedule A

Policy No.:	Date of Policy:	Agent's File Reference:
MF6-8423736	August 8, 2019 @ 08:04 AM	1036.2

Amount of Insurance: [redacted] Premium: [redacted]

Address Reference: 12801 Renaissance Way, Fort Myers, FL 33912

1. Name of Insured: [redacted] its successors and/or assigns
2. The estate or interest in the Land that is encumbered by the Insured Mortgage is: Fee Simple
3. Title is vested in: Worthington of Renaissance, LLC, a Florida limited liability company
4. The Insured Mortgage and its assignments, if any, are described as follows:

   Mortgage in the sum of [redacted] from Worthington of Renaissance, LLC, a Florida limited liability company to [redacted] dated 8/5/2019 and recorded 8/8/2019 as Clerk's Instrument Number 2019000183826 of the Public Records of Lee County, Florida.

5. The Land referred to in this policy is described as follows:

   Tracts GC-1 through GC-6 of Renaissance, according to the map or plat thereof as recorded in Plat Book 72, Page 18, Public Records of Lee County, Florida, less and except that portion lying within Renaissance Phase 2A, as recorded in Plat Book 81, Page 85, Public Records of Lee County, Florida.
   and
   Tract H of Renaissance, according to the map or plat thereof as recorded in Plat Book 72, Page 18, Public Records of Lee County, Florida.
   and
   Tract I of Renaissance, according to the map or plat thereof as recorded in Plat Book 72, Page 18, Public Records of Lee County, Florida.

6. This policy incorporates by reference those ALTA endorsements selected below:

[ ]	ALTA Endorsement	4.1-06	Condominium (With Florida Modifications) (rev. 12/10)
[ ]	ALTA Endorsement	5.1-06	Planned Unit Development (With Florida Modifications) (rev. 12/10)
[X]	ALTA Endorsement	6-06	Variable Rate (rev. 12/10)
[ ]	ALTA Endorsement	6.2-06	Variable Rate-Negative Amortization (rev. 12/10)
[X]	ALTA Endorsement	8.1-06	Environmental Protection Lien (With Florida Modifications) (rev. 12/10). Paragraph b refers to the following state statute(s): None

Old Republic National Title Insurance Company

400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111

Agent No.: 8145

Issuing Agent:

Anthony J. Gargano, P.A.
2240 West First St., Suite 105
Fort Myers, FL 33901

Agent's Signature
Anthony J. Gargano
Attorney at Law

ADD2020-00027 Lee County ePlan

Old Republic National Title Insurance Company

LOAN POLICY

Schedule A (Continued)

Policy No.:
MF6-8423736

Agent's File Reference:
1036.2

[X]	ALTA Endorsement	9-06	Restrictions, Encroachments, Minerals (Florida Modified) (rev. 12/13)
[ ]	ALTA Endorsement	13.1-06	Leasehold Loan (rev. 12/10)
[ ]	ALTA Endorsement	14-06	Future Advance - Priority (Florida Modified) (rev. 12/13)
[ ]	ALTA Endorsement	14.3-06	Future Advance - Reverse Mortgage (Florida Modified) (rev. 12/13)
[ ]	Florida Endorsement	NSE	Navigational Servitude (rev. 12/10)

ADD2020-00027 Lee County ePlan

Old Republic National Title Insurance Company

LOAN POLICY
Schedule B

Policy No.:
MF6-8423736

Agent's File Reference:
1036.2

EXCEPTIONS FROM COVERAGE

Schedule B - Part I

Except as provided in Schedule B - Part II, this policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. General or special taxes and assessments required to be paid in the year 2019 and subsequent years.
2. Riparian and littoral rights are not insured.
3. Any portion of the Land lying waterward of the ordinary high water mark of lakes, and lands accreted thereto.
4. All matters contained on the Plat of Danport Center, as recorded in Plat Book 36, Page 118, and Resolution Vacating Easements recorded in O.R. Book 2331, Page 29, Public Records of Lee County, Florida.
5. All matters contained on the Plat of Renaissance, as recorded in Plat Book 72, Page 18, Public Records of Lee County, Florida.
6. Road right of way for Palomino Lane over and across the East 30 feet of the West one-half of the West one-half of the West one-half and the West 30 feet of the East one-half of the West one-half of the West one-half of Section 15 and the North 1/2 of Section 22, Township 45 South, Range 25 East.
7. Covenants, conditions and restrictions for Renaissance recorded in O.R. Book 3633, Page 4366, as amended in O.R. Book 4441, Page 1890, Instrument Number 2006000266650, Instrument Number 2006000266651, Instrument Number 2010000145390, Instrument Number 2012000279535, Instrument Number 2013000009081, Instrument Number 2014000216602, Instrument Number 2015000164481, Instrument Number 2017000081873, Instrument Number 2018000187399, and Instrument Number 2018000261786, Public Records of Lee County, Florida, which contain provisions creating easements, liens, charges and/or assessments.
8. Oil, gas, mineral, or other reservations as set forth in deed recorded in Deed Book 200, Page 332, Public Records of Lee County, Florida. No determination has been made as to the current record owner for the interest excepted herein. Right of entry is barred.
9. Oil, gas, mineral, or other reservations as set forth in deed recorded in O.R. Book 222, Page 592, Public Records of Lee County, Florida. No determination has been made as to the current record owner for the interest excepted herein. Right of entry is barred.
10. Oil, gas, mineral, or other reservations as set forth in deed recorded in Deed Book 258, Page 453, Public Records of Lee County, Florida. No determination has been made as to the current record owner for the interest excepted herein. Right of entry is barred.
11. Numerous conveyances of fractional interests in oil, gas and minerals in the North 1/2 of the Northwest 1/4 of Section 22, Township 45 South, Range 25 East, and Notice of Subsurface Interests recorded at Official Records Book 1174, page 1748 and Official Records Book 1175, page 84, Public Records of Lee County, Florida.
12. Lee County Ordinance No. 86-14 recorded November 30, 1990, in O.R. Book 2189, Page 3281 and amended by Ordinance No. 86-38 in O.R. Book 2189, Page 3334, Public Records of Lee County, Florida.
13. Easement in favor of Florida Power & Light company recorded in O.R. Book 3500, page 3265, Public Records of Lee County, Florida.
14. Notice of Establishment of the Renaissance Community Development District recorded in O.R. Book 3513, Page 4540, and Final Judgment confirming the proceedings recorded in O.R. Book 3516, Page 910, and Declaration of Consent recorded in O.R. Book 3638, Page 329, Public Records of Lee County, Florida.
15. Declaration of Easements and Covenant to Share Costs for Renaissance recorded April 29, 2002, in O.R. Book 3633, Page 4485, Public Records of Lee County, Florida.

ADD2020-00027 Lee County ePlan

Old Republic National Title Insurance Company

LOAN POLICY

Schedule B (Continued)

Policy No.:
MF6-8423736

Agent's File Reference:
1036.2

16. Covenant of Unified Control recorded in O.R. Book 3619, Page 196, Public Records of Lee County, Florida.
17. Notice of Development Order Approval recorded in O.R. Book 3587, Page 1868, O.R. Book 3619, Page 259, O.R. Book 3670, Page 3372, Public Records of Lee County, Florida.
18. Perpetual Public Utility Easement Grant in favor of Lee County recorded in O.R. Book 3690, page 4638 and O.R. Book 3690, page 4643, Public Records of Lee County, Florida.
19. Perpetual Public Utility Easement Grant recorded in O.R. Book 3828, Page 3412, Public Records of Lee County, Florida.
20. Perpetual Public Utility Easement Grant recorded in O.R. Book 3863, Page 1980, Public Records of Lee County, Florida.
21. Perpetual Public Utility Easement Grant recorded in O.R. Book 3863, Page 2012, Public Records of Lee County, Florida.
22. Grant of Drainage Easement recorded in O.R. Book 4211, Page 1908, Public Records of Lee County, Florida.
23. Easement for Cable Television and Communications Service recorded in Instrument Number 2005000128241, Public Records of Lee County, Florida.
24. Surface Water Management Permit for Renaissance described in Environmental Resource Permit Number 36-04076-P, issued October 11, 2001 as disclosed by Quit Claim Deeds in favor of Renaissance CDD recorded in Instrument Number 2006000263094, and Instrument Number 2006000263095, Public Records of Lee County, Florida.
25. Assignment of Dedications recorded in Instrument Number 2006000263096, Public Records of Lee County, Florida.
26. Sign Easement recorded in Instrument Number 2008000255016, as amended in Instrument Number 2015000149603, Public Records of Lee County, Florida.
27. Grant of Easement in favor of Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC, recorded in Instrument Number 2017000119163, Public Records of Lee County, Florida.
28. Any liens created or levied pursuant to Chs. 190, 170, and 197, F.S., pertaining to community development districts.
29. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
30. Easements or claims of easements not recorded in the Public Records.
31. The ALTA Form 9 endorsement is attached to this policy as Endorsement No. 2. Element of coverage 1(b)(1) is hereby modified to read as follows: "There are no present violations on the Land of any enforceable covenants, conditions or restrictions." Elements of coverage 1(b)(3), 1(b)(4), 3, 4 and 5 are hereby deleted from the endorsement in their entirety.

ADD2020-00027 Lee County ePlan

Old Republic National Title Insurance Company

LOAN POLICY

Schedule B (Continued)

Policy No.:
MF6-8423736

Agent's File Reference:
1036.2

Schedule B - Part II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

1. Assignment of Rents, Leases, Profits and Contracts recorded August 8, 2019 as Clerk's Instrument #2019000183827, Public Records of Lee County, Florida.
2. UCC-1 Financing Statement recorded August 8, 2019 as Clerk's Instrument #2019000183828, Public Records of Lee County, Florida.

ADD2020-00027 Lee County ePlan

(Covered Risks continued)

11. The lack of priority of the lien of the Insured Mortgage upon the Title as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either
    (a) contracted for or commenced on or before Date of Policy; or
    (b) contracted for, commenced, or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance.
12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title
    (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
    (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
        (i) to be timely, or
        (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
       (i) the occupancy, use, or enjoyment of the Land;
       (ii) the character, dimensions, or location of any improvement erected on the Land;
       (iii) the subdivision of land; or
       (iv) environmental protection;
       or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1 (b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated under Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records.

CONDITIONS

1. **DEFINITION OF TERMS**

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Section 10 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Indebtedness": The obligation secured by the Insured Mortgage including one evidenced by electronic means authorized by law, and if that obligation is the payment of a debt, the Indebtedness is the sum of
   (i) the amount of the principal disbursed as of Date of Policy;
   (ii) the amount of the principal disbursed subsequent to Date of Policy;
   (iii) the construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the Land or related to the Land that the Insured was and continued to be obligated to advance at Date of Policy and at the date of the advance;
   (iv) interest on the loan;
   (v) the prepayment premiums, exit fees, and other similar fees or penalties allowed by law;
   (vi) the expenses of foreclosure and any other costs of enforcement;
   (vii) the amounts advanced to assure compliance with laws or to protect the lien or the priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title;
   (viii) the amounts to pay taxes and insurance; and
   (ix) the reasonable amounts expended to prevent deterioration of improvements;
   but the Indebtedness is reduced by the total of all payments and by any amount forgiven by an Insured.

(e) "Insured": The Insured named in Schedule A.
   (i) The term "Insured" also includes
      (A) the owner of the Indebtedness and each successor in ownership of the Indebtedness, whether the owner or successor owns the Indebtedness for its own account or as a trustee or other fiduciary, except a successor who is an obligor under the provisions of Section 12(c) of these Conditions;

ADD2020-00027 Lee County ePlan

(B) the person or Entity who has "control" of the "transferable record", if the Indebtedness is evidenced by a "transferable record," as these terms are defined by applicable electronic transactions law;
(C) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
(D) successors to an Insured by its conversion to another kind of Entity;
(E) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
(2) if the grantee wholly owns the named Insured, or
(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity;
(F) any government agency or instrumentality that is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness secured by the Insured Mortgage, or any part of it, whether named as an Insured or not;
(ii) With regard to (A), (B), (C), (D) , and (E) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, or other matter insured against by this policy.

(f) "Insured Claimant": An Insured claiming loss or damage.
(g) "Insured Mortgage": The Mortgage described in paragraph 4 of Schedule A.
(h) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
(i) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is Insured by this policy.
(j) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
(k) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
(l) "Title": The estate or interest described in Schedule A.
(m) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. **CONTINUATION OF INSURANCE**

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured after acquisition of the Title by an Insured or after conveyance by an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. **NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured of any claim of title or interest that is adverse to the Title or the lien of the Insured Mortgage, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title or the lien of the Insured Mortgage, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. **PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. **DEFENSE AND PROSECUTION OF ACTIONS**

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. **DUTY OF INSURED CLAIMANT TO COOPERATE**

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

ADD2020-00027 Lee County ePlan

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

(ii) To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.

When the Company purchases the Indebtedness, the Insured shall transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.

Upon the exercise by the Company of either of the options provided for in subsections (a)(i) or (ii), all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in those subsections, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the least of

(i) the Amount of Insurance,

(ii) the Indebtedness,

(iii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy, or

(iv) if a government agency or instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage in satisfaction of its insurance contract or guaranty.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In the event the Insured has acquired the Title in the manner described in Section 2 of these Conditions or has conveyed the Title, then the extent of liability of the Company shall continue as set forth in Section 8(a) of these Conditions.

(d) In addition to the extent of liability under (a), (b), and (c), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, or establishes the lien of the Insured Mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title or to the lien of the Insured Mortgage, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

(a) All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment. However, any payments made prior to the acquisition of Title as provided in Section 2 of these Conditions shall not reduce the Amount of Insurance afforded under this policy except to the extent that the payments reduce the Indebtedness.

(b) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2 of these Conditions.

11. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

12. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) The Company's Right to Recover

Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Insured's Rights and Limitations

(i) The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if it does not affect the enforceability or priority of the lien of the Insured Mortgage.

(ii) If the Insured exercises a right provided in (b)(i), but has Knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's right of subrogation.

(c) The Company's Rights Against Noninsured Obligors

The Company's right of subrogation includes the Insured's rights against non-Insured obligors including the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

The Company's right of subrogation shall not be avoided by acquisition of the Insured Mortgage by an obligor (except an obligor described in Section 1(e)(i)(F) of these Conditions) who acquires the Insured Mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond, and the obligor will not be an Insured under this policy.

ADD2020-00027 Lee County ePlan

13. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator (s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or lien of the Insured Mortgage or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

16. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

17. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, Phone: (612) 371-1111.

Old Republic National Title Insurance Company

LOAN TITLE INSURANCE POLICY

For information about coverage or assistance in resolving complaints, call (612) 371-1111.

Offices at
400 Second Avenue South
Minneapolis, Minnesota 55401

ADD2020-00027 Lee County ePlan

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2019000206831, Doc Type NOT, Pages 3, Recorded 9/5/2019 at 4:27 PM, Deputy Clerk WSEIBERT ERECORD
Rec Fees: $27.00

RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT

Document Prepared By:
South Florida Water Management District (SFWMD)

Return To:

Name	Regulation Division
Agency Name	South Florida Water Management District (SFWMD)
Street Address	3301 Gun Club Road
City, State Zip	West Palm Beach, FL 33406

RE:	Permit No:	36-101832-P
	Grantee:	The Club at Renaissance - Clubhouse Addition
	Parcel ID:	See attached legal description
	County:	LEE

Notice
The SFWMD (Agency) hereby gives notice that Environmental Resource Permit No. 36-101832-P has been issued to authorize the construction or modification of a stormwater management system, works or other activities to serve the real property described on Exhibit "A" attached hereto and made a part hereof ("Premises"). This property is subject to the requirements and restrictions set forth in Chapter 373, Florida Statutes and Rule 62-330, Florida Administrative Code.

Within thirty (30) days of any transfer of interest or control of that portion of the premises containing the stormwater management system, works or other activities (or any portion thereof), the permittee must notify the Agency in writing of the property transfer. Notification of the transfer does not by itself constitute a permit transfer. Therefore, purchasers of that portion of the premises containing the stormwater management system, works or other activities regulated by the Agency (or any portion thereof) are notified that it is unlawful for any person to construct, alter, operate, maintain, remove or abandon any stormwater management system, dam, impoundment, reservoir, appurtenant work, works, or other activities, including dredging or filling, (or any combination thereof), without first having obtained an environmental resource permit from the Agency in the purchaser's name.

Within thirty (30) days of the completion of construction of the stormwater management system, works or other activities regulated by the Agency, a signed and sealed construction completion certification must be submitted to Agency pursuant to the requirements of Rule 62-330.310, Florida Administrative Code.

This notice is applicable to property containing the regulated stormwater management system, works or other activities. For purposes of this notice only, these facilities include lakes, canals, swales, ditches, berms, retention or detention areas, water control structures, pumps, culverts, inlets, roads, wetland mitigation areas, buffers, upland conservation areas, and docking facilities.

ADD2020-00027 Lee County ePlan

Conditions

The Permit is subject to the General Conditions set forth in Rule 62-330.350, Florida Administrative Code. The Permit also contains additional Special Conditions. Accordingly, interested parties should closely examine the entire Permit, all associated applications, and any subsequent modifications.

Conflict Between Notice and Permit

This Notice of Permit is not a complete summary of the Permit. Provisions in this Notice of Permit shall not be used in interpreting the Permit provisions. In the event of conflict between this Notice of Permit and the Permit, the Permit shall control.

This Notice is Not An Encumbrance

This Notice is for informational purposes only. It is not intended to be a lien, encumbrance, or cloud on the title of the premises.

Release

This Notice may not be released or removed from the public records without the prior written consent of the Agency.

This Notice of Permit is executed on this 13th day of August, 2019.

Lisandra Jones
Deputy District Clerk, For Agency

Agency Contact: Environmental Resource Bureau Chief

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this on this 13th day of August, 2019, by Lisandra Jones , as Deputy District Clerk of the South Florida Water Management District. She is personally known to me.

[Notary Seal]

BETH A. COLAVECCHIO
MY COMMISSION EXPIRES
NOVEMBER 20, 2020
GG 010329
Bonded thru
Troy Fain Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public Signature

Beth A. Colavecchio

Printed, Typed or Stamped Name

Commission / Serial No: GG 010329

My Commission Expires: November 20 , 2020

ADD2020-00027 Lee County ePlan

EXHIBIT A

LEGAL DESCRIPTION

PARCEL ID: 154525110000H0000

A portion of:

TRACT H OF RENAISSANCE PLAT PB 72 PGS 18-30

ADD2020-00027 Lee County ePlan

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2019000185453, Doc Type NOC, Pages 1, Recorded 8/9/2019 at 11:22 AM, Deputy Clerk JMILLER
Rec Fees: $10.00

NOTICE OF COMMENCEMENT

Permit No. COM2019-01412
Tax Folio No. 10471808
State of FLORIDA
County of LEE

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in the Notice of Commencement.

1. **Description of property:** (legal description of property and street address if available).
   12771 RENAISSANCE WAY, FOR MYERS, FLORIDA 33919
   15-45-25-11-00000.0000 SECTION 15, TOWNSHIP 46S, RANGE 25E
2. **General description of improvement:**
   ADDED SINGLE STORY STRUCTURE - POOL PAVILION
3. **Owner information:**
   Name Worthington of Renaissance, LLC dba The Club at Renaissance
   Address 12801 Renaissance Way, FORT MYERS FLORIDA 33919
   Phone 423-435-3572 Fax
   Interest in property OWNER
   Name and address of fee simple titleholder (if other than Owner)
4. **Contractor:**
   Name FOWLER CONSTRUCTION AND DEVELOPMENT, INC.
   Address 10491 SIX MILE CYPRESS PARKWAY SUITE 200, FORT MYERS FLORIDA 33966
   Phone 239-275-7000 Fax
5. **Surety:**
   Name N/A
   Address
   Amount of bond: $ Phone Fax
6. **Lender:**
   Name N/A
   Address
   Phone Fax
7. **Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statues:**
   Name N/A
   Address
   Phone Fax
8. **In addition to himself or herself, Owner designates the following person(s) to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statues.**
   Name N/A
   Address
   Phone Fax
9. **Expiration date of notice of commencement** (the expiration date is 1 year from date of recording unless a different date is specified)

Printed Name JEFF DARRAGH
(Printed Name of Person Signing Notice)

Signature
(Owner or Owner's Authorized Officer/Director/Partner/Manager)

Owner's Name JEFF DARRAGH
Owner's Address 12771 RENAISSANCE WAY, FOR MYERS, FLORIDA 33919

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENT UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BY RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Verification Pursuant to Section 92.525, Florida Statutes

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

Signature of Natural Person Signing Above

ADD2020-00027 Lee County ePlan

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2019000185454, Doc Type NOC, Pages 1, Recorded 8/9/2019 at 11:22 AM, Deputy Clerk JMILLER
Rec Fees: $10.00

NOTICE OF COMMENCEMENT

Permit No. COM2019-01415
Tax Folio No. 10471808
State of FLORIDA
County of LEE

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in the Notice of Commencement.

1. **Description of property:** (legal description of property and street address if available).
   12771 RENAISSANCE WAY, FORT MYERS, FLORIDA 33916
   15-45-25-11-0000H.0000 SECTION 15, TOWNSHIP 45S, RANGE 25E
2. **General description of improvement:**
   ADDED SINGLE STORY STRUCTURE - GOLF TEACHING CENTER
3. **Owner Information:**
   Name Worthington of Renaissance, LLC dba The Club at Renaissance
   Address 12801 Renaissance Way, FORT MYERS FLORIDA 33916
   Phone 423-435-3672 Fax
   Interest in property OWNER
   Name and address of fee simple titleholder (if other than Owner)
4. **Contractor:**
   Name FOWLER CONSTRUCTION AND DEVELOPMENT, INC.
   Address 10491 SIX MILE CYPRESS PARKWAY SUITE 280, FORT MYERS FLORIDA 33966
   Phone 239-275-7000 Fax
5. **Surety:**
   Name N/A
   Address
   Amount of bond: $ Phone Fax
6. **Lender:**
   Name N/A
   Address
   Phone Fax
7. **Persons within the State of Florida designated by Owner** upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statues:
   Name N/A
   Address
   Phone Fax
8. **In addition to himself or herself, Owner designates** the following person(s) to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statues.
   Name N/A
   Address
   Phone Fax
9. **Expiration date of notice of commencement** (the expiration date is 1 year from date of recording unless a different date is specified)

Printed Name JEFF DARRAGH
(Printed Name of Person Signing Notice)

Signature
(Owner or Owner's Authorized Officer/Director/Partner/Manager)

Owner's Name JEFF DARRAGH
Owner's Address 12771 RENAISSANCE WAY, FORT MYERS, FLORIDA 33916

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENT UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BY RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Verification Pursuant to Section 92.525, Florida Statutes

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

Signature of Natural Person Signing Above

Web/NoticeofCommencement (6/2018)

ADD2020-00027 Lee County ePlan

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2019000197263, Doc Type NOC, Pages 1, Recorded 8/23/2019 at 12:06 PM, Deputy Clerk SSANGIOVANNI
Rec Fees: $10.00

NOTICE OF COMMENCEMENT

Permit No. _____
Tax Folio No. 10471800
State of FLORIDA
County of LEE

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in the Notice of Commencement.

1. **Description of property:** (legal description of property and street address if available).
   RENAISSANCE PB 72 PGS 18-30 TRACT H STRAP: 15-46-25-11-0000H.0000
   12771-821 RENAISSANCE WAY FORT MYERS FL 33912
2. **General description of improvement:**
   ADD 2 HURRICANE RATED STOREFRONT DOORS
3. **Owner information:**
   Name WORTHINGTON OF RENAISSANCE LLC DBA THE CLUB AT RENAISSANCE
   Address 12501 RENAISSANCE WAY FORT MYERS FL 33912
   Phone 239-671-2000 Fax _____
   Interest in property OWNER
   Name and address of fee simple titleholder (if other than Owner)
   N/A
4. **Contractor:**
   Name FOWLER CONSTRUCTION AND DEVELOPMENT
   Address 10481 SIX MILE CYPRESS PARKWAY, FORT MYERS, FLORIDA 33966
   Phone 239-275-7000 Fax N/A
5. **Surety:**
   Name N/A
   Address _____
   Amount of bond: $ _____ Phone _____ Fax _____
6. **Lender:**
   Name N/A
   Address _____
   Phone _____ Fax _____
7. **Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statues:**
   Name N/A
   Address _____
   Phone _____ Fax _____
8. **In addition to himself or herself, Owner designates the following person(s) to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statues.**
   Name N/A
   Address _____
   Phone _____ Fax _____
9. **Expiration date of notice of commencement** (the expiration date is 1 year from date of recording unless a different date is specified) _____

Printed Name JEFF DARRAGH Signature _____
(Printed Name of Person Signing Notice) *(Owner or Owner's Authorized Officer/Director/Partner/Manager)*
Owner's Name JEFF DARRAGH
Owner's Address 12501 RENAISSANCE WAY FORT MYERS FL 33912

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENT UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BY RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Verification Pursuant to Section 92.525, Florida Statutes

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

_____
Signature of Natural Person Signing Above

Web/NoticeofCommencement (6/2018)

ADD2020-00027 Lee County ePlan

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2019000231580, Doc Type NOC, Pages 1, Recorded 10/7/2019 at 11:04 AM, Deputy Clerk ALUCKEY
Rec Fees: $10.00

NOTICE OF COMMENCEMENT

Permit No. COM2019-01415
Tax Folio No. 12471802
State of Florida
County of Lee

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in the Notice of Commencement.

1. Description of property: (legal description of property and street address if available).
   STRAP: 19-46-25-11-00001.0000 12771-821 Renaissance Way, Fort Myers, FL 33912
2. General description of improvement:
   1,408SF Teaching Pavilion
3. Owner information:
   Name Worthington at Renaissance, LLC
   Address 12801 Renaissance Way, Fort Myers, FL 33912
   Phone 239-561-4170 Fax
   Interest in property Owner
   Name and address of fee simple titleholder (if other than Owner)
4. Contractor:
   Name CM Dunnen Contracting, Inc. CBC058662
   Address 9670 Triano Terrace #4, Fort Myers, FL 33912
   Phone 239-872-3582 Fax
5. Surety:
   Name N/A
   Address
   Amount of bond: $ Phone Fax
6. Lender:
   Name Synbol Captive Community Bank
   Address 7500 College Parkway Fort Myers, FL 33907
   Phone (239) 274-6800 Fax
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statues:
   Name Jeff Darragh, Manager
   Address 12801 Renaissance Way, Fort Myers, FL 33912
   Phone 239-561-4170 Fax
8. In addition to himself or herself, Owner designates the following person(s) to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statues.
   Name N/A
   Address
   Phone Fax
9. Expiration date of notice of commencement (the expiration date is 1 year from date of recording unless a different date is specified)

Printed Name Jeff Darragh, Manager
(Printed Name of Person Signing Notice)

Signature
(Owner or Owner Authorized Officer/Director/Partner/Manager)

Owner's Name Worthington by Renaissance, LLC
Owner's Address 12801 Renaissance Way, Fort Myers, FL 33912

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENT UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BY RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Verification Pursuant to Section 92.525, Florida Statutes

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

Signature of Natural Person Signing Above

Web/NoticeofCommencement (6/2018)

ADD2020-00027 Lee County ePlan

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2019000231581, Doc Type NOC, Pages 1, Recorded 10/7/2019 at 11:04 AM, Deputy Clerk ALUCKEY
Rec Fees: $10.00

NOTICE OF COMMENCEMENT

Permit No. COM2019-01412
Tax Folio No. 20471602
State of Florida
County of Lee

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in the Notice of Commencement.

1. **Description of property:** (legal description of property and street address if available).
   STRAP: 19-46-25-11-0000K.0000 12771-821 Renaissance Way, Fort Myers, FL 33912
2. **General description of improvement:**
   1,472SF Pool Pavilion
3. **Owner Information:**
   Name Worthington of Renaissance, LLC
   Address 12801 Renaissance Way, Fort Myers, FL 33912
   Phone 239-561-4170 Fax
   Interest in property Owner
   Name and address of fee simple titleholder (if other than Owner)
4. **Contractor:**
   Name CM Duncan Contracting, Inc. CBC058662
   Address 6270 Triana Terrace #4, Fort Myers, FL 33912
   Phone 239-472-3583 Fax
5. **Surety:**
   Name N/A
   Address
   Amount of bond: $ Phone Fax
6. **Lender:**
   Name Sanibel Captiva Community Bank
   Address 7508 College Parkway Fort Myers, FL 33907
   Phone (239) 274-6200 Fax
7. **Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statues:**
   Name Jeff Darragh, Manager
   Address 12801 Renaissance Way, Fort Myers, FL 33912
   Phone 239-561-4170 Fax
8. **In addition to himself or herself, Owner designates the following person(s) to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statues.**
   Name N/A
   Address
   Phone Fax
9. **Expiration date of notice of commencement** (the expiration date is 1 year from date of recording unless a different date is specified)

Printed Name Jeff Darragh, Manager
(Printed Name of Person Signing Notice)

Signature
(Owner or Owner's Authorized Officer/Director/Partner/Manager)

Owner's Name Worthington of Renaissance, LLC
Owner's Address 12801 Renaissance Way, Fort Myers, FL 33912

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENT UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BY RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Verification Pursuant to Section 92.525, Florida Statutes

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

Signature of Natural Person Signing Above

Web/NoticeofCommencement (5/2018)

ADD2020-00027 Lee County ePlan

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2019000231582, Doc Type NOC, Pages 1, Recorded 10/7/2019 at 11:04 AM, Deputy Clerk ALUCKEY
Rec Fees: $10.00

NOTICE OF COMMENCEMENT

Permit No. COM2019-01351
Tax Folio No. 10471802
State of Florida
County of Lee

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in the Notice of Commencement.

1. **Description of property:** (legal description of property and street address if available).
   STRAP: 18-46-25-11-00000.0000 12771-621 Renaissance Way, Fort Myers, FL 33912

2. **General description of improvement:**
   Exterior Door to coffee room and men's locker room

3. **Owner Information:**
   Name Worthington of Renaissance, LLC
   Address 12801 Renaissance Way, Fort Myers, FL 33912
   Phone 239-561-4176 Fax
   Interest in property Owner
   Name and address of fee simple titleholder (if other than Owner)

4. **Contractor:**
   Name CM Duncan Contracting, Inc. CBC058962
   Address 9270 Tulane Terrace #4, Fort Myers, FL 33912
   Phone 239-573-3583 Fax

5. **Surety:**
   Name N/A
   Address
   Amount of bond: $ Phone Fax

6. **Lender:**
   Name Sanibel Captiva Community Bank
   Address 7500 College Parkway Fort Myers, FL 33907
   Phone (239) 674-4300 Fax

7. **Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes:**
   Name Jeff Darragh, Manager
   Address 12801 Renaissance Way, Fort Myers, FL 33912
   Phone 239-561-4176 Fax

8. **In addition to himself or herself, Owner designates the following person(s) to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes.**
   Name N/A
   Address
   Phone Fax

9. **Expiration date of notice of commencement** (the expiration date is 1 year from date of recording unless a different date is specified)

Printed Name Jeff Darragh, Manager
(Printed Name of Person Signing Notice)

Signature
(Owner or Owner's Authorized Officer/Director/Partner/Manager)

Owner's Name Worthington of Renaissance, LLC
Owner's Address 12801 Renaissance Way, Fort Myers, FL 33912

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENT UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BY RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Verification Pursuant to Section 92.525, Florida Statutes

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

Signature of Natural Person Signing Above

Web/NoticeofCommencement (6/2018)

ADD2020-00027 Lee County ePlan

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2019000231583, Doc Type NOC, Pages 1, Recorded 10/7/2019 at 11:04 AM, Deputy Clerk ALUCKEY
Rec Fees: $10.00

NOTICE OF COMMENCEMENT

Permit No. LDC2019-00379
Tax Folio No. 10471802
State of Florida
County of Lee

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in the Notice of Commencement.

1. **Description of property:** (legal description of property and street address if available).
   STRAP: 19-45-26-11-00001.0000 12771-821 Renaissance Way, Fort Myers, FL 33912
2. **General description of improvement:**
   Improvements to The Club at Renaissance including Teaching Pavilion, Pool Bar Pavilion and Pickle Ball Courts
3. **Owner Information:**
   Name Worthington at Renaissance, LLC
   Address 12801 Renaissance Way, Fort Myers, FL 33912
   Phone 239-561-4170 Fax
   Interest in property Owner
   Name and address of fee simple titleholder (if other than Owner)
4. **Contractor:**
   Name CM Duncan Contracting, Inc. CGC058662
   Address 9270 Trilink Terrace #4, Fort Myers, FL 33912
   Phone 239-972-3662 Fax
5. **Surety:**
   Name N/A
   Address
   Amount of bond: $ Phone Fax
6. **Lender:**
   Name Sanibel Captiva Community Bank
   Address 7500 College Parkway Fort Myers, FL 33907
   Phone (239) 274-5300 Fax
7. **Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statues:**
   Name Jeff Darragh, Manager
   Address 12801 Renaissance Way, Fort Myers, FL 33912
   Phone 239-561-4170 Fax
8. **In addition to himself or herself, Owner designates the following person(s) to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statues.**
   Name N/A
   Address
   Phone Fax
9. **Expiration date of notice of commencement** (the expiration date is 1 year from date of recording unless a different date is specified)

Printed Name Jeff Darragh, Manager
(Printed Name of Person Signing Notice)
Signature
(Owner or Owner's Authorized Officer/Director/Partner/Manager)
Owner's Name Worthington at Renaissance, LLC
Owner's Address 12801 Renaissance Way, Fort Myers, FL 33912

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENT UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BY RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Verification Pursuant to Section 92.525, Florida Statutes

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

Signature of Natural Person Signing Above

Web/NoticeofCommencement (6/2018)