ADMINISTRATIVE AMENDMENT
LEE COUNTY, FLORIDA

WHEREAS, Island Club at Corkscrew Woodlands Homeowners Association, Inc., filed an application for administrative amendment of the Residential Planned Development project approval known as Island Club at Corkscrew Woodlands, in accord with the Compliance Agreement recorded in the public records at OR Book 4811, Page 4330 and attached as Exhibit "C" to facilitate abatement of 238 code violations on property located in Lee County and more particularly described in attached Exhibit A; and

WHEREAS, this Amendment encompasses the subject property rezoned from Recreational Vehicle District (RV-3) to Residential Planned Development (RPD) by Resolutions Z-94-047 and Z-96-023 (copies of which are attached as Exhibit "B") consisting of approximately 55 acres including infrastructure that is common to the Island Club and Corkscrew Woodlands RV development (such as water management, lakes areas, roads and other infrastructure); and

WHEREAS, the subject property is located at the southwest corner of the intersection of Corkscrew Road and Interstate 75 at 21460 Corkscrew Woodlands Boulevard; and

WHEREAS, the subject property is located in the Urban Community and Wetlands Future Land Use Categories as designated by the Lee Plan; and

WHEREAS, numerous encroachments have occurred within Island Club at Corkscrew Woodlands into areas designated as open space, common space and utility or drainage easements resulting in 238 code violations issued to approximately 180 property owners for setback encroachments and unpermitted structures; and

WHEREAS, in order to facilitate the abatement of the code violations and provide the framework for compliance with LDC regulations, Lee County has entered into a Compliance Agreement with the Island Club at Corkscrew Woodlands Homeowners' Association; and

WHEREAS, subsequent to entering the Compliance Agreement, the Association filed a Declaratory Judgment action intended to provide the Association with the authority to convey portions of the common area in accord with the terms of the Compliance Agreement; and

WHEREAS, the parties to the lawsuit entered into a settlement agreement establishing that the Association has the requisite authority to seek development approvals and take action in accord with the Compliance Agreement, as evidenced by the Certificate of Amendment recorded at instrument No. 2007000280887 and attached as Exhibit "C"; and

WHEREAS, the Compliance Agreement allows the County to administratively amend the MCP; and

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-3-2010

WHEREAS, for purposes of this Administrative Amendment, accessory structures include patios and decks with or without screen enclosures, docks and piers; and

WHEREAS, for purposes of this Administrative Amendment, the principle or primary lots are the platted single-family lots consisting of approximately 2,200 square feet in area and the small lots are the proposed approximately195 square foot lots that will be associated and aggregated to the primary lot subsequent to creation via a recorded plat in accord with the Compliance Agreement; and

WHEREAS, this Administrative Amendment will permit creation of substandard small lots via a recorded plat to enable the recording of deeds to aggregate the small lot with the adjacent contiguous primary lot to facilitate the permitting and construction of accessory structures and additions to the aggregated residential lot; and

WHEREAS, Section C.2.b of the Compliance Agreement establishes the process to amend the Master Concept Plan (MCP) for Corkscrew Woodlands RPD; and

WHEREAS, the subject application and plans have been reviewed by the Lee County Department of Community Development in accordance with the Compliance Agreement and all terms of the administrative approval process.

NOW, THEREFORE, IT IS HEREBY DETERMINED that the application for administrative approval for an amendment to The Island Club at Corkscrew Woodlands RPD is **APPROVED** subject to the following findings, deviations and conditions.

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

FINDINGS:

1. The applicant met with the Estero Community Planning Panel on October 20, 2008 to review the proposed amendment to Zoning Resolutions Z-94-047 and Z-96-023. The Panel gave the Administrative Amendment its complete endorsement. A copy of the Minutes are attached hereto as Exhibit "D".

2. The applicant has provided an amended MCP, included as Exhibit "E", depicting the additional 195± square foot small lots. The MCP further identifies the lots subject to the code violations.

3. The Island Club at Corkscrew Woodlands was originally approved with a principal structure separation of 10 feet and side setbacks of one foot and nine feet which allows a 10 foot separation. The applicant has provided a letter from the Estero Fire and Rescue District, dated February 26, 2008 attached as Exhibit "F", noting that the Fire District's jurisdiction does not include authority to determine compliance with the National Fire Protection Codes, the Florida Statutes or the Florida Fire Prevention Code with respect to single-family residences. However, the District recommended a minimum separation of 10 feet between structures to allow access to the rear of the subject properties in the event of an emergency.

4. The applicant has provided a report prepared by W. Dexter Bender and Associates, Inc. based upon a site inspection conducted September 2008 to determine current site conditions as they pertain to the wetlands and preservation areas. The report was based upon The Island Club at Corkscrew Woodlands Phases 4, 5, 6, 7 & 8 Open Space/Landscape Plan as prepared by Southwest Engineering, the Survey Plat and Corkscrew Woodlands preliminary survey prepared by Bean, Whitaker, Lutz and Kareh, which was a basis for drafting the Compliance Agreement. A copy of the report dated September 29, 2008 is attached hereto as Exhibit "H".

5. In accord with Section C.2.b(7) of the compliance agreement, the applicant recorded an amendment to the 10 foot setback requirement originally recorded in OR Book 3224, page 2723 (Instrument 2008000255939), which grants the Island Club at Corkscrew Woodlands the right to encroach into designated setback requirement areas.

6. The existing drainage and public utility easements at the center of each "circle" have been modified to accommodate creation of the small lots without impact to the existing easements. New easements will be created via the plat between Phases I and II; Phases II and III; Phases IV and V-1; Phases V-1 and VIII; Phases VII and VIII and Phases VI-A and VI-B to protect existing or potential drainage facilities. The easements between the separate phases (circles) are depicted on the MCP and must be shown on the Development Order Plans and recorded plat.

7. The creation of the small lots and the resulting reduction in setbacks are internal to the Island Club at Corkscrew Woodlands and do not have a detrimental effect to the public health, safety and welfare of the existing and external land uses.

8. Approval of this Administrative Amendment will facilitate the issuance of permits in accord with county zoning and property development regulations in order to legitimize a number of the currently illegal structures existing within the Island Club and ensure compatibility with the existing residential land uses.

9. 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 infrastructures; does not reduce total open space, buffering, landscaping or preservation areas; will not precipitate or create external impacts and does not otherwise adversely impact surrounding land uses.

10. County approval of this Administrative Amendment in accord with the Compliance Agreement does not obligate the county to approve improvements constructed prior to approval of this Administrative Amendment without required county permits. Notwithstanding approval of this Administrative Amendment, the county is not liable for damages of any kind attributable to unpermitted structures or improvements within the Island Club at Corkscrew Woodlands.

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

11. The applicant has provided a copy of the recorded Declaration of Covenants, Conditions, Restrictions and Reservations for The Island Club at Corkscrew Woodlands, Phase I attached hereto as Exhibit "I". When the subject property was developed under Southwest Florida Water Management District Permit No. 36-00338-S, a lake maintenance agreement was not required. The subject property and development has been constructed to capacity; providing no space along the lake bank to provide a maintenance easement. Therefore, the applicant has provided language in the Declaration of Covenants, Conditions, Restrictions and Reservations for Island Club at Corkscrew Woodlands, Phase I, assigning responsibility of lake maintenance to the Island Club at Corkscrew Woodlands Homeowner's Association, Inc. Access to the lake is provided between Lots 152 and 153, Phase V-A and between the recreation area and Lot 198, Phase VI-B.

DEVIATIONS:

The applicant is requesting 12 deviations from the Land Development Code (LDC) addressed as follows:

1. Deviation from LDC Section 26-71(d)(2) requirement to provide setbacks for docks is **DENIED**. This deviation is not required because LDC Section 26-71(d)(2) is applicable to natural waterbodies and not manmade lakes.

2. Deviation from LDC Section 26-73(2) that requires fishing piers or observation decks must be constructed to provide access walkways and terminal platforms at 5 feet above mean high water to allow such platforms that are existing to be a minimum of 3.0 feet above average high water of the non-tidal manmade lake is **APPROVED**, subject to the following condition:

   "No mooring" signs must be placed on observation decks along handrails, to prevent boats from utilizing the structure as a dock.

3. Deviation from LDC Section 26-73(1) that requires fishing piers or observation decks be designed to prohibit launching and mooring of watercraft to allow launching and mooring of non-motorized watercraft is **DENIED**.

4. Deviation from LDC Section 10-291(1) that requires development must be designed so as not to create remnants and landlocked areas unless those areas are established as common areas to allow small lots to be created by plat that will be immediately adjacent and contiguous to the principal lots in Island Club at Corkscrew Woodlands. Each accessory lot will be attached contiguous to its adjacent primary lot. **This deviation is APPROVED subject to Condition Numbers 5 and 6.**

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5. Deviation from LDC Section 34-1174(a) that requires that accessory uses, buildings or structures must be located on the same premises as the principal use to allow accessory uses, buildings and structures to be located on separate abutting small lots as depicted on the MCP. **This deviation is DENIED. (NOTE: The small lots will in effect cease to exist once the small lot is transferred to the primary lot owner and the lots are aggregated.**

6. Deviation from LDC Section 10-291(2) that requires all development must abut and have access to a public or private street designed and constructed or improved to meet the standards in Section 10-296 to allow the proposed small lots to be platted without benefit of direct access until recording of the plat allows for aggregation of the small lots to the adjacent contiguous primary lot by separate deed. **This deviation is APPROVED subject to Condition Numbers 5 and 6.**

7. Deviation from LDC Section 10-259 that requires no building or structure may be placed in easements where placing a building or structure in the easement is contrary to the terms of the easement or interferes with the use of the easement to allow accessory structures within areas that are designated as drainage and public utility easements on the recorded plats. **This deviation is APPROVED subject to Condition Number 5 that specifically allows the encroachment. The easement on encroachments subject to this deviation must be clearly identified on the plat in compliance with condition number 6 and be subject to a separate recorded easement document setting forth the terms of the easement. The easement must be reviewed and approved by the county prior to recording, and recorded prior to or in conjunction with the plat.**

8. Deviation from LDC Section 10-328(b) that requires closed drainage easements must be a minimum of 15 feet wide for pipes that are 48 inches or less in diameter to allow a 5-foot wide easement over existing pipes between aisles. **This deviation is APPROVED subject to Condition Number 6.**

9. Deviation from LDC Section 10-329 (4) that requires banks of excavations permitted under this section must be sloped at a ratio not greater than 4:1 to allow a minimum 2:1 slope. **This deviation is APPROVED subject to Condition Number 5.**

10. Deviation from LDC Section 10-415(b)(1) that requires large developments with existing native vegetation communities to provide 50% of their open space requirement through on-site preservation of existing native vegetation communities to allow the existing forested portions of the site, including the wetland preserve to be maintained free of exotics and continue to function as undisturbed open space within The Island Club development. **This deviation is APPROVED subject to the following condition:**

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Prior to approval of a development order, the portion of the small island east of the wetland preserve that is located within the subject property, must be preserved with 6-foot native trees planted 10-feet on center and 24-inch native shrubs planted three-feet on center.

CONDITIONS OF APPROVAL:

Approval is subject to the following conditions:

1. The Development must be in substantial compliance with the amended Master Concept Plan, stamped received October 30, 2008. The Master Concept Plan for ADD2008-00153 is hereby APPROVED and adopted. A reduced copy is attached as Exhibit "E".

2. The terms and conditions of Resolutions Z-94-047 and Z-96-023 remain in full force and effect except as amended by the conditions and modifications of this Administrative Approval.

3. Property Development Regulations:

Minimum lot area (principal lot):		2,200 square feet
Minimum lot width:		35 feet
Minimum lot depth		60 feet
Minimum lot area (small lot):		195 square feet
Minimum lot width:		Varies
Minimum lot depth:		Varies
Minimum Setbacks:		
Perimeter boundary		
North		5 feet
East		25 feet
South	Phases IV and VI-A	0 feet
	Phase III	2.5 feet
West		10 feet
Corkscrew Woodlands Boulevard		0 feet
Sanctuary Drive		17 feet
(rear of structure to right-of-way)		
Interior Roads		
Dwelling units with garage		15 feet
Dwelling units with carport		20 feet
Lake		0 feet
(from control elevation of 13± feet MSL (NGVD 1929)		
Wetland		0 feet

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Minimum separation between principal structures	10 feet
Side yard	1 foot and 9 feet
Rear yard	0 feet

Accessory Structures

Private Street	0 feet
(includes Corkscrew Woodlands Boulevard and Sanctuary Drive)	
Lake	0 feet
(from control elevation of 13± feet)	
Side Yard	0 feet
Rear Yard	0 feet
(Existing; rear yard for proposed accessory structures)	

Streets:

One-way	20 feet
(right-of-way with 11 feet of pavement)	
Two-way	30 feet
(right-of-way with 20 feet of pavement)	

Maximum Building Height 35 feet

Schedule of Uses

Accessory Uses, buildings and structures, including porches, patios (open or enclosed), decks, open mesh screen enclosures, docks, piers and structures attached to the principle structure by a pan roofed porch, breezeway, patio or similar structure
Administrative Office
Temporary Construction Office
in accordance with LDC Section 34-3044
Model Homes with real estate sales
in accordance with LDC Section 34-1954
Speculative Homes
in accordance with LDC Section 34-1953
Dwelling Unit, Conventional single-family dwelling unit,
limited to a maximum of 320 dwelling units
Excavation, Water Retention only
Signs, in accordance with LDC Chapter 30
Residential Accessory Uses
in accordance with LDC Section 34-622(c)(42)
Real Estate Sales Office, Temporary
Recreational Facilities, Private on-site
Entrance Gate or Gatehouse,
Existing and in accordance with LDC Section 34-1748

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Essential Services
Essential Service Facilities, Group I

4. Environmental

Prior to development order approval, Lee County Division of Environmental Sciences (ES) recommends the following conditions:

a. Preservation of the wetlands abutting residential lots must be provided per the approved MCP. In order to provide preservation of the wetlands please provide a conservation easement deeded to Lee County for the two wetland preserve areas.

b. The lake must meet previous littoral requirements of one per linear foot plus additional littoral requirements for rip rap addition. (See LDO98-01-170-12L, Approved 1-2-02). The LDC littoral plantings for the lake must be concentrated along the shoreline directly abutting the wetland preserve area and small island located east of the wetland preserve.

c. The entire 55± acres subject to this administrative amendment and the compliance agreement must be maintained clear of invasive exotic species in perpetuity. (Compliance agreement Condition C.2.b.(6))

d. Observation decks and docks associated with single-family residences may not exceed 15 feet as measured from the mean high water line and may not negatively affect adjacent property.

e. All new and existing dock and shoreline structures must obtain a permit from Lee County Environmental Sciences.

f. No docks or piers may be enclosed. Any enclosures on docks or piers existing at the time of this Administrative Amendment must be removed prior to development order approval.

8. The existing improvements on Lots 148, 195 and 197 as depicted in Exhibit "J" may remain. However, they must be permitted in accordance with Condition Number 8a. No future additions or alterations may be made to the structures with the exception of necessary repairs.

5. Development Order

The Association must submit an application for a local development order within 60 days of approval of this Administrative Amendment that includes and depicts the following information:

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-15-2010

a) Engineering submittal information, subject to approval of the Director of Development Services, which establishes that the surface water management system functions in accordance with applicable regulations. The submittals must provide for peak flows based upon a 25-year storm/3 day event. The submittals must provide the same data and documentation as required by the South Florida Water Management District.

b) The development order must provide for creation of small lots that will be aggregated with the primary lots in accordance with the Compliance Agreement. The small lots will be created in all instances where common area is physically available adjacent to, and contiguous with, the primary lots. The small lots, once deeded to the owner of the primary lot, will expand the existing primary lots to accommodate accessory structures and improvements associated with the single family residence.

c) The applicant must provide a copy of the emergency hurricane preparedness plan for the review and approval of the Division of Emergency Management.

d) The South Florida Water Management District Permit No. 36-00338-S must be modified and approved prior to issuance of a development order. Once obtained, a copy of the amended SFWMD permit must be submitted including a Certificate of Compliance.

e) A lake maintenance agreement, including lake maintenance easements or similar rights, will be required with the development order approving the plat to create the small lots. This may be accomplished through an amendment of the declaration to provide the Association with the authority and responsibility to maintain the lakes and other surface water management features.

f) The development order must include all of the items identified in Section 2.b. of the Compliance Agreement.

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6. <u>Platting</u>

a) Upon approval of the development order, the Association will record a plat creating the small lots in accord with Florida Statutes Chapter 177 and Lee County Administrative Code 13-19.

b) The plat must be recorded within 60 days of development order approval.

c) Prior to, or in conjunction with, the plat recording, the Association must record covenants and restrictions applicable to the area being platted and specifically addressing the small lots. These covenants must be reviewed

and approved by the County Attorney's Office prior to recording. The contents of the covenants must include the following:

(1) A conspicuous statement substantially similar to the following: The small lots created by the recorded plat are substandard, non-buildable lots that do not meet County zoning regulations. They cannot be used to support improvements or typical residential accessory uses unless aggregated to the adjacent and most contiguous originally platted (primary) lot. Aggregation of the lots is required prior to submittal and approval of a building permit to construct improvements upon the small lots in conjunction with the primary lot.

(2) Title to the small lots may only be transferred to the adjacent and most contiguous primary lot owner. Once transferred, both the original platted (primary) lot and the accessory lot will become a single building site and must remain under unified ownership for as long as the lots are used to support residential improvements and uses.

(3) All lots, subsequent to aggregation, must abut and have access to a public or private street designed and constructed or improved to meet the standards in LDC Section 10-296.

7. Title Transfers to Facilitate Lot Combinations

a) Within 30 days after the plat is recorded, the Association must record the deeds necessary to combine the platted small lots with the original (primary) platted lots.

b) To ensure that all small lots created in accordance with the Compliance Agreement are aggregated to the appropriate originally platted (primary) lot, a copy of each deed must be provided to the County Attorney's Office upon recording.

8. Building Permit Approval for all Outstanding Structures

a) Within 60 days after the deeds to the small lots are recorded and the lot aggregation is complete, permit applications must be submitted to Lee County to obtain approval for the construction of accessory improvements on the aggregated lot in accordance with Lee County regulations. If an applicant seeks to obtain approval for an existing, unpermitted structure, the structure must be brought into compliance with the regulation in effect at the time of the permit application. Notwithstanding the compliance agreement, Lee County has no obligation to approve non-compliant

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existing structures. Existing structures that do not comply or cannot be brought into compliance with existing permit requirements must be removed.

b) The County agrees to waive its entitlement to after-the-fact permit fees. However, the standard building permit fee will be charged for the improvements being permitted in accordance with the Compliance Agreement.

c) If the accessory structures, including patios, decks with or without screen enclosures, docks and piers, are not permitted or actively and in good faith pursuing permits within 60 days after the deed to the small lots are recorded, any existing unpermitted structures must be removed by the lot owner. Any additional code enforcement action that must be pursued by the County to enforce this provision will be treated as a repeat violation under LDC Chapter 2.

9. Zoning Conditions

a) The small lots may only be combined with the adjacent and most contiguous originally platted primary lot in accordance with the MCP attached as Exhibit "E".

b) No additional deviations or variances may be granted as a result of the development order or building permit approvals required under the Compliance Agreement.

c) All lot dimensions and areas must comply with the minimum requirements of LDC Chapter 34, to allow small lots in Island Club at Corkscrew Woodlands and property abutting the exterior and interior perimeter of each circle to be as depicted in the MCP under "Amended Site Development Standards" ~~and "Typical Detail"~~.

d) Any accessory building or structure that is structurally a part of the principal building must comply in all respects with the regulations for a principal building. This includes existing and proposed roofed screen rooms. All improvements must meet the setbacks for accessory structures as depicted on the MCP.

e) Approval of this administrative amendment does not obligate the county to approve improvements constructed with required county permits prior to the execution of this administrative amendment. Accordingly, the county is not liable for damages of any kind attributable or related to existing or future unpermitted structures and improvements within the Island Club at Corkscrew Woodlands.

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

DULY SIGNED this 9th day of April, 2009.

BY: Pam Houck

Pam Houck, Director
Division of Zoning
Department of Community Development

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

Exhibits:

A. Legal Description

B. Copies of Zoning Resolutions Z-94-047 and Z-96-023

C. Copy of the Compliance Agreement between the Island Club at Corkscrew Woodlands Homeowner's Association, Inc. and Lee County.

D. Copy of Minutes of the Estero Community Planning Panel October 20, 2008 meeting

E. Master Concept Plan (MCP) stamped received October 30, 2008

F. Copy of letter from Estero Fire District dated February 26, 2008

G. Copy of letter from W. Dexter Bender & Associates, Inc. dated September 29, 2008

H. Copy of Agreement to Modify Setback Restrictions

I. Copy of Declaration of Covenants, Conditions, Restrictions and Reservations for Island Club at Corkscrew Woodlands, Phase I

J. Pictures of existing improvements to Lots 148, 195 and 197.

K. Table depicting the Code Violations issued for the Island Club at Corkscrew Woodlands

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

EXHIBIT A

Bean, Whitaker, Lutz & Kareh, Inc.
13041 McGregor Boulevard
Fort Myers, Florida 33919-5910
email – fmoffice@bwlk.net
(Ph) 239-481-1331 (Fax) 239-481-1073

RECEIVED
OCT 30 2008

ADD 2008-00153

Description of a Parcel of Land
Lying in
Section 35, Township 46 South, Range 25 East
Lee County, Florida
(The Island Club at Corkscrew Woodlands – Zoning Boundary)

A parcel of land situated in the State of Florida, County of Lee, Section 35, Township 46 South, Range 25 East and being part of a parcel described in Official Record Book 1803 at Page 2677, and further described as follows:

Commencing at the southwest corner of the East One Half (E 1/2) of the Southwest One Quarter (SW 1/4) of Section 35, Township 46 South, Range 25 East; thence N00°44'07"W along the west line of said fraction for 1,366.54 feet to the southwest corner of said parcel as described in Official Record Book 1803 at Page 2677 and the Point of Beginning; thence continue N00°44'07"W along the west line of said fraction and said parcel for 560.00 feet to the northwest corner of said parcel; thence S90°00'00"E along said parcel for 700.00 feet; thence N19°00'00"E along said parcel for 900.00 feet; thence N88°30'00"E along said parcel for 916.51 feet; thence S90°00'00"E along said parcel for 492.82 feet to an intersection with the westerly right-of-way line of Interstate 75; thence S26°39'00"E along said right-of-way line and said parcel for 63.30 feet; thence S25°06'01"E along said right-of-way line and said parcel for 209.26 feet; thence S21°19'46"E along said right-of-way line and said parcel for 209.25 feet; thence S19°26'38"E along said right-of-way line and said parcel for 632.08 feet to the northeast corner of Corkscrew Woodlands - Phase Four as recorded in Plat Book 42 at Pages 10 through 12, inclusive; thence S70°33'22"W, departing said right-of-way line and said parcel and running along the north line of said subdivision for 469.59 feet; thence N19°26'38"W along said subdivision for 49.05 feet; thence N88°55'36"W along said subdivision for 192.29 feet to the northwest corner of said subdivision; thence N90°00'00"W for 104.29 feet to an intersection with said parcel as described in Official Record Book 1803 at Page 2677; thence continue N90°00'00"W along said parcel for 200.00 feet; thence S43°48'47"W along said parcel for 265.76 feet; thence S67°59'15"W along said parcel for 242.00 feet; thence N75°45'27"W along said parcel for 21.25 feet to the southeast corner of a parcel as described in Official Record Book 3519 at Page 1059; thence N08°16'34"E along said parcel as described in Official Record Book 3519 at Page 1059 for 17.09 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 212.00 feet and to which point a radial line bears S08°16'34"W; thence continue northwesterly along said parcel and said curve through a central angle of 30°38'04" for 113.35 feet; thence N75°45'27"W along said parcel for 91.27 feet; thence S32°38'41"W along said parcel for 82.14 feet to the southwest corner of said parcel and an intersection with the south line of said parcel as described in Official Record Book 1803 at Page 2677; thence S64°07'59"W along said parcel as described in Official Record Book 1803 at Page 2677 for 313.65 feet; thence S72°58'54"W along said parcel for 215.75 feet; thence S61°56'12"W along said parcel for 291.35 feet; thence S89°15'53"W along said parcel for 372.63 feet to the Point of Beginning.

THIS RESOLUTION (ADD 2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD 2008-00153A) DATED 3-5-2010

Continued . . .

Applicant's Legal Checked by CG 11-3-08

PRINCIPALS:
WILLIAM E. BEAN, PSM, CHAIRMAN
SCOTT C. WHITAKER, PSM, PRESIDENT
JOSEPH L. LUTZ, PSM
AHMAD R. KAREH, PE, MSCE, VICE PRESIDENT

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS

ASSOCIATES:
TRACY N. BEAN, AICP
JAMES A. HESSLER, PSM
CHARLES D. KNIGHT, PSM
MUNIR R. SULEH, PE, M.S.E.E.

Parcel contains 55.19 acres, more or less.

Subject to easements, restrictions, reservations and rights-of-way (recorded and unrecorded, written and unwritten).

Bearings are based on the west line of the East One Half (E 1/2) of the Southwest One Quarter (SW 1/4) of said Section 35 as bearing N00°44'07"W.

Bean, Whitaker, Lutz & Kareh, Inc. (LB 4919)

Scott C. Whitaker, P.S.M. 4324

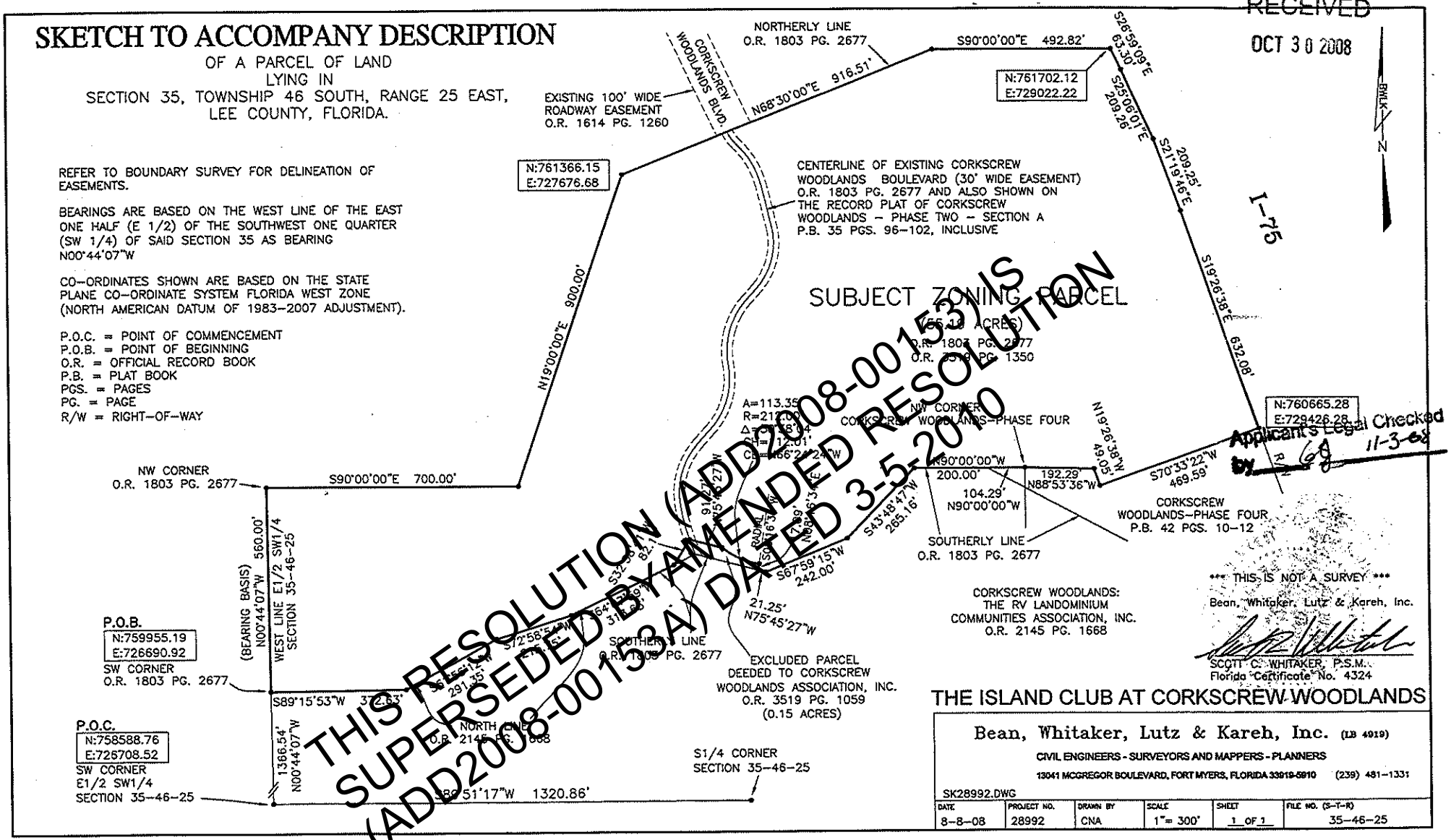
THIS RESOLUTION (ADD2008-00153A)
SUPERSEDED BY AMENDED RESOLUTION
(ADD2008-00153A) DATED 3-5-2010

ADD 2008 00153

RECEIVED
OCT 30 2008

SKETCH TO ACCOMPANY DESCRIPTION

OF A PARCEL OF LAND
LYING IN
SECTION 35, TOWNSHIP 46 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA.



REFER TO BOUNDARY SURVEY FOR DELINEATION OF EASEMENTS.

BEARINGS ARE BASED ON THE WEST LINE OF THE EAST ONE HALF (E 1/2) OF THE SOUTHWEST ONE QUARTER (SW 1/4) OF SAID SECTION 35 AS BEARING N00°44'07"W

CO-ORDINATES SHOWN ARE BASED ON THE STATE PLANE CO-ORDINATE SYSTEM FLORIDA WEST ZONE (NORTH AMERICAN DATUM OF 1983-2007 ADJUSTMENT).

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
O.R. = OFFICIAL RECORD BOOK
P.B. = PLAT BOOK
PGS. = PAGES
PG. = PAGE
R/W = RIGHT-OF-WAY

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

Applicant's Legal Checked
by _____ 11-3-08

*** THIS IS NOT A SURVEY ***
Bean, Whitaker, Lutz & Kareh, Inc.

SCOTT C. WHITAKER, P.S.M.
Florida Certificate No. 4324

THE ISLAND CLUB AT CORKSCREW WOODLANDS

Bean, Whitaker, Lutz & Kareh, Inc. (LB 4919)
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
13041 MCGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919-5810 (239) 481-1331

SK28992.DWG

DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (S-T-R)
8-8-08	28992	CNA	1"= 300'	1 OF 1	35-46-25

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OCT 3 0 2008

LIST OF STRAPS

ADD 2008-00153

35-46-25-10-00000.000A	PHASE I	PB 57 PG 13
35-46-25-06-00000.000A	PHASE II	PB 58 PG 14
35-46-25-07-00000.000A	PHASE III	PB 59 PG 85
35-46-25-08.00000.000A	PHASE IV	PB 61 PG 81
35-46-25-11-00000.000A	PHASE V	PG 63 PG 82
35-46-25-13.00000.000A	PHASE V-A	PG 65 PG 92
35-46-25-14-00000.000A	PHASES VI-A & VI-B	PB 67 PG 56
35-46-25-17-00000.000A	PHASE VII	PB 69 PG 23
35-46-25-18-00000.000A	PHASE VIII	PB 69 PG 66
35-46-25-00-00001.1040	COMMON AREA EAST SIDE OF CORKSCREW WOODLANDS BOULEVARD	
35-46-25-00-00002.00CE	COMMON AREA WEST SIDE OF CORKSCREW WOODLANDS BOULEVARD	

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

EXHIBIT B

RESOLUTION NUMBER Z-94-047

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

WHEREAS, David F. Davis, Trustee, represented by Ronald L. Davis, Trustee, in reference to Corkscrew Woodlands, has properly filed an application for a rezoning from RV-3 to Residential Planned Development; and

WHEREAS, the subject property is located at 21460 Corkscrew Woodlands Boulevard, Estero, described more particularly as:

LEGAL DESCRIPTION: In Section 35, Township 46 South, Range 25 East, Lee County, Florida:

A tract or parcel of land situated in the State of Florida, County of Lee, lying in Section 35, Township 46 South, Range 25 East, and further bounded and described as follows:

Starting at the Southwest corner of the East Half (E1/2) of the Southwest Quarter (SW1/4) of said Section 35;
THENCE N00°44'07"W along the West line of said fraction for 1,966.54 feet to the Southwest corner of a parcel described in Official Record Book 1803 at Page 2677 and the POINT OF BEGINNING;
THENCE continue N00°44'07"W along the West line of said fraction and said parcel for 560.00 feet to the Northwest corner of said parcel;
THENCE East along the Northerly line of said parcel for 700.00 feet;
THENCE N19°00'00"E along the Northwesterly line of said parcel for 900.00 feet;
THENCE N68°30'00"E along the Northerly line of said parcel for 311.23 feet to the centerline of a roadway easement (30 feet wide) as recorded in Official Record Book 1803 at Page 2677 and as shown on the record plat of "Corkscrew Woodlands - Phase Two - Section A" as recorded in Plat Book 35 at Pages 96-102 inclusive, said point being on a curve concave to the Northeast having a radius of 100.00 feet and to which point a radial line bears S64°13'46"W;
THENCE Southeasterly along said curve and the centerline of said roadway easement 30.00 feet wide (the sidelines of said easement lying 15.00 feet each side of said centerline) through a central angle of 22°37'27" for 39.49 feet to a POINT OF REVERSE CURVE concave to the Southwest having a radius of 225.46 feet;
THENCE Southeasterly along said curve and said centerline through a central angle of 34°33'09" for 135.96 feet;
THENCE S13°00'18"E along said centerline for 115.99 feet to the beginning of a curve concave to the Northwest having a radius of 188.00 feet;
THENCE Southwesterly along said curve and said centerline through a central angle of 55°54'11" for 183.43 feet;
THENCE S42°03'55"W along said centerline for 45.37 feet to the beginning of a curve concave to the Southeast having a radius of 204.95 feet;
THENCE Southwesterly along said curve and said centerline through a central angle of 52°27'30" for 187.65 feet to a POINT OF REVERSE CURVE concave to the Northwest having a radius of 204.64 feet;
THENCE Southwesterly along said curve and said centerline through a central angle of 52°31'43" for 187.61 feet;
THENCE S42°08'08"W along said centerline for 53.66 feet to the beginning of a curve concave to the Southeast having a radius of 202.00 feet;
THENCE Southwesterly along said curve and said centerline through a central angle of 52°36'46"W for 185.49 feet to a POINT OF COMPOUND CURVE concave to the Northeast having a radius of 630.22 feet;
THENCE Southeasterly along said curve and said centerline through a central angle of 12°24'37" for 136.51 feet to the South line of said parcel recorded in Official Record Book 1803 at Page 2677;
THENCE S64°07'59"W along said Southerly line for 380.00 feet;
THENCE S72°58'54"W along said Southerly line for 215.75 feet;
THENCE S61°56'12"W along said Southerly line for 291.35 feet;
continued...

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

THENCE S89°15'53"W along said Southerly line for 372.63 feet to the POINT OF BEGINNING.

Containing 20.99 acres, more or less.

Bearings are based on the West line of the East Half (E1/2) of the Southwest Quarter (SW1/4) of said Section 35 as bearing N00°44'07"W. Subject to easements, restrictions, reservations and rights-of-way (recorded and unrecorded).

WHEREAS, the applicant has indicated the property's current STRAP number is 35-46-25-00-00001.1040; and

WHEREAS, proper authorization has been given to Bean, Whitaker, Lutz & Barnes, Inc., Scott Barker and Ronald L. Davis, Trustee, by David F. Davis, Trustee for Fredric Trust #3, the owner of the subject parcel, to act as agent to pursue this zoning application; and

WHEREAS, a public hearing was legally and properly advertised and held before the Lee County Hearing Examiner, with full consideration of all the evidence available; and the Lee County Hearing Examiner fully reviewed the matter in a public hearing held on October 11, 1994; and

WHEREAS, a public hearing was legally and properly advertised and held before the Lee County Board of County Commissioners; and the Lee County Board of County Commissioners gave full and complete consideration to the recommendations of the 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 of County Commissioners does hereby APPROVE with conditions a rezoning from RV-3 to RPD.

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

1. The development and use of the subject property shall be in substantial compliance with the approved two-page Master Concept Plan entitled "Master Concept Plan Corkscrew Woodlands Minor RPD" (File No. 35-46-25, Project Number 3918, Sheet 1, last revised 8/17/94, with Sheet 1 stamped received August 10, 1994 and Sheet 2 stamped received July 21, 1994) as prepared by Bean, Whitaker, Lutz & Barnes, except as may modified by the conditions herein. Total units within this planned development shall not exceed 87 units. However, the development may be permitted a maximum of 120 dwelling units if the Developer is able to obtain approval under the provisions of the Housing Density Bonus Ordinance (Ord. 89-45, as amended or replaced) or the Transfer of Development Rights Ordinance (Ord. 86-18, as amended or replaced) for additional density within this development.

2. Lots within this development shall be developed in accordance with the following Property Development Regulations:

Minimum Lot Area and Dimensions:

Area: 2,200 square feet

Minimum Setbacks:

Street: Variable according to the functional classification of the street or road (Section 34-2192)
Attached accessory garages and carports may be allowed a minimum street setback of 10 feet.

Side: Right side of lot (parcel) - 1 foot
Left side of lot (parcel) - 9 feet
In no case shall the minimum separation between individual units be less than 10 feet.

Rear: 0 (zero) feet

Water Body: 18 feet

Maximum Building Height: 35 feet

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

3. The following shall be the approved Schedule of Uses for this planned development:

TEMPORARY CONSTRUCTION OFFICE (Section 34-3044)
MODEL HOMES with real estate sales (Section 34-1954)
SPECULATIVE HOMES (Section 34-1953)
DWELLING UNIT: Single family
Zero lot line (rear lot line only)
EXCAVATION: Water retention
SIGNS, in conformance with the Land Development Code
RESIDENTIAL ACCESSORY USES [Section 34-622(c)(42)]
RECREATIONAL FACILITIES: Private

4. This zoning approval does not signify that the project's traffic impacts have been mitigated. Additional conditions may be required at the time of issuance of a local Development Order per the Lee County Land Development Code or other Lee County Ordinance.

5. Approval of this rezoning does not give the Developer the undeniable right to receive any local Development Order approval that exceeds the Year 2010 Overlay use allocation, if such allocation exists for the applicable district.

6. DEVIATION (1) WAS WITHDRAWN AT THE HEARING.

7. Prior to the sale of the first lot or unit within this development, the Developer shall be required to formulate an emergency hurricane preparedness plan, subject to the approval of one of the Division of Emergency Management.

8. Any drawing included as part of an application for a local Development Order or Plat approval for the subject property in accordance with Chapter 10 of the Land Development Code, are to show all "cypress heads" also labeled as "Preserve".

9. All applicable environmental requirements of the Land Development Code must be met before local development order approval.

Site Plan 94-047 is attached hereto and incorporated herein by reference, as a reduced copy of the Master Concept Plan.

The following findings and conclusions were made in conjunction with this approval of RPD zoning:

A. That changes in development criteria and market conditions concerning the preference of conventional housing over modular housing makes approval of the rezoning appropriate.

B. That the RPD zoning, as conditioned, will not have an adverse impact on Chapter 34, Land Development Code.

C. That the RPD zoning, as conditioned, is 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 and the Housing Bonus Density Ordinance (#89-45, as amended).

D. That the RPD, as conditioned, meets or exceeds all performance and locational standards set forth for the proposed uses.

E. That the RPD, as conditioned, will protect, conserve or preserve environmentally critical areas and natural resources.

F. That the RPD, as conditioned, is compatible with existing or planned uses, and will not cause damage, hazard, nuisance or other detriment to persons or property.

G. That the RPD, as conditioned, will not place an undue burden upon existing transportation or other services and facilities, and will be served by streets with the capacity to carry traffic generated by the development.

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

H. That the RPD, as conditioned, will comply with all applicable general zoning provisions and supplemental regulations pertaining to the uses, as set forth in Chapter 34, Land Development Code.

I. That the uses proposed are appropriate for this location.

J. That the public's interest, health, safety and welfare will be adequately protected by the conditions imposed on the RPD and by the land development regulations and other Lee County ordinances.

K. That the conditions imposed on the RPD zoning are reasonably related to the the impacts anticipated from the development.

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

John E. Manning	AYE
Douglas R. St. Cerny	AYE
Ray Judah	AYE
Franklin B. Mann	AYE
John E. Albion	AYE

DULY PASSED AND ADOPTED this 21st day of November, A.D., 1994.

ATTEST:
CHARLIE GREEN, CLERK

BY: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

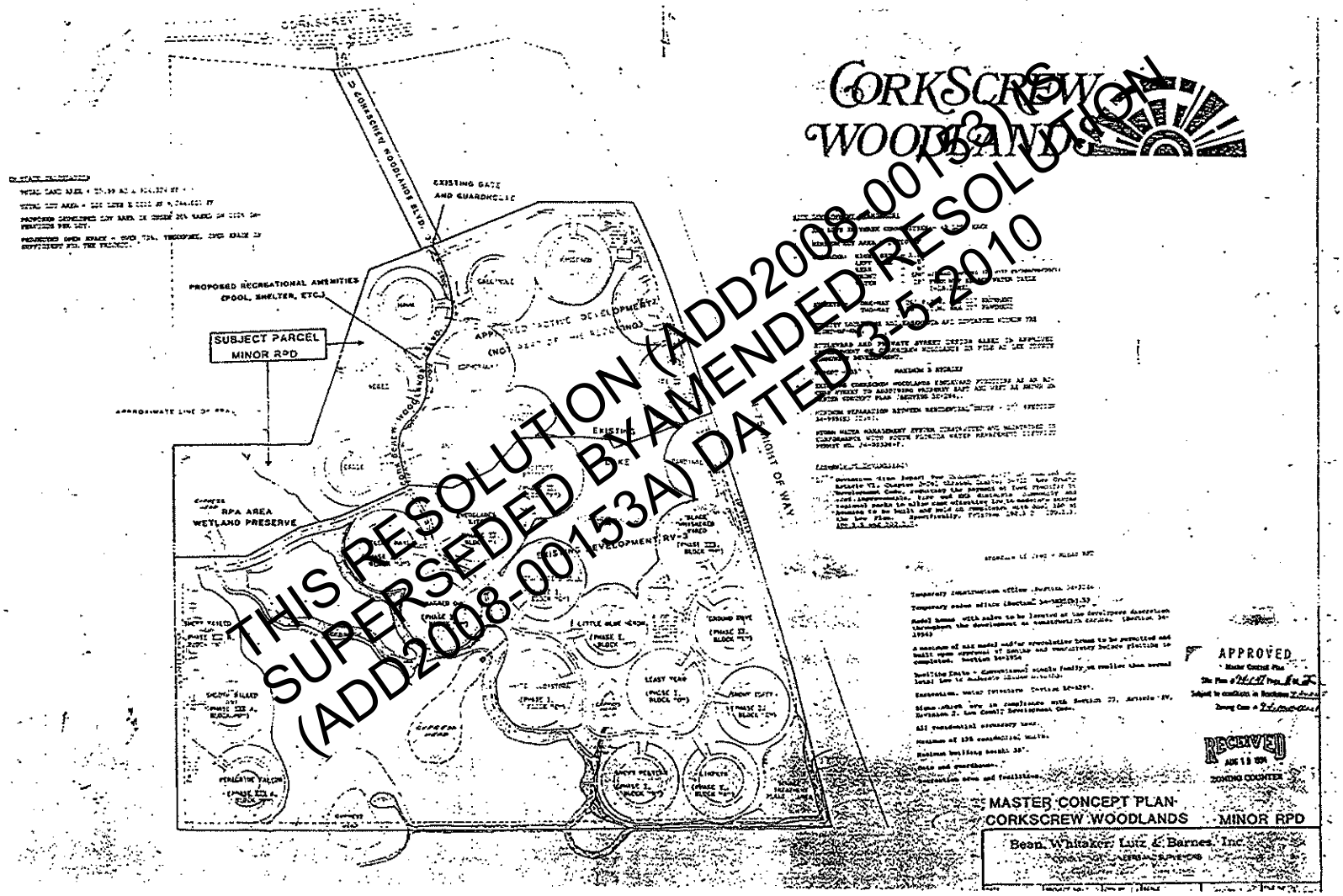
BY: _____
Chairman

Approved as to form by:

_____
County Attorney's Office

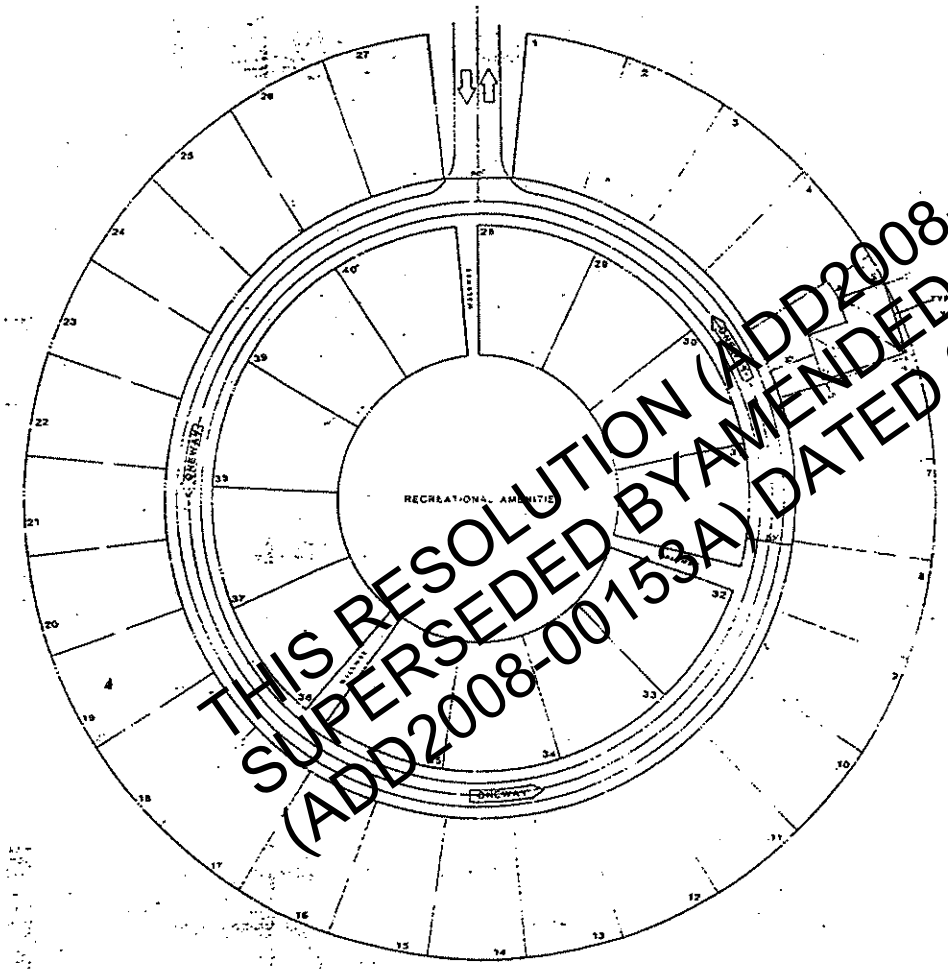
FILED
DEC 2 1994
CLERK CIRCUIT COURT
BY _____ D.C.

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010



CORKSCREW WOODLANDS

THIS RESOLUTION (ADD2008-00153) AMENDED BY SUPERSEDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010



THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

APPROVED

RECEIVED
JUL 2 1 1999
ZONING COUNTER

TYPICAL COMMUNITY PLAN
CORKSCREW WOODLANDS RPD

Bean, Whitaker, Lutz & Barnes, Inc.

RESOLUTION NUMBER Z-96-023

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

WHEREAS, Frederic Trust No. 3, represented by David F. Davis, Trustee, filed an application to rezone the northeast parcel of the Corkscrew Woodlands Development from RV-3 (Conventional Recreational Vehicle District) to RPD (Residential Planned Development), in reference to Corkscrew Woodlands, Phases A, B, C and D; and

WHEREAS, the subject property is located at 21460 Corkscrew Woodlands Boulevard, Estero, and is described more particularly as:

LEGAL DESCRIPTION: In Section 35, Township 46 South, Range 25 East, Lee County, Florida:

Starting at the Southwest corner of the East Half (E½) of the Southwest Quarter (SW¼) of said Section 35;
THENCE N00°44'07"W along the West line of said fraction for 1,366.54 feet to the Southwest corner of a parcel described in Official Record Book 1803 at Page 2677;
THENCE continue N00°44'07"W along the West line of said fraction and said parcel for 5.60 feet to the Northwest corner of said parcel;
THENCE East along the Northerly line of said parcel for 700.00 feet;
THENCE N19°00'00"E along the Northwesterly line of said parcel for 900.00 feet;
THENCE N68°30'00"E along the Northerly line of said parcel for 311.23 feet to the centerline of a roadway easement (30 feet wide) as recorded in Official Record Book 1803 at Page 2677 and as shown on the record plat of "CORKSCREW WOODLANDS - PHASE TWO - SECTION A" as recorded in Plat Book 35 at Pages 96-102, inclusive, said point being the POINT OF BEGINNING, and a point lying on a curve concave to the Northeast, having a radius of 100.00 feet and to which point a radial line bears S64°13'46"W;
THENCE Southeasterly along said curve and the centerline of said roadway easement 30.00 feet wide (the sidelines of said easement lying 15.00 feet each side of said centerline) through a central angle of 22°37'12" for 39.48 feet to a point of reverse curve concave to the Southwest having a radius of 225.46 feet;
THENCE Southeasterly along said curve and said centerline through a central angle of 34°33'09" for 135.96 feet;
THENCE S13°50'16"E along said centerline for 115.99 feet to the beginning of a curve concave to the Northwest having a radius of 188.00 feet;
THENCE Southwesterly along said curve and said centerline through a central angle of 55°54'11" for 183.43 feet;
THENCE S42°03'55"W along said centerline for 45.37 feet to the beginning of a curve concave to the Southeast having a radius of 204.95 feet;
THENCE Southwesterly along said curve and said centerline through a central

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

angle of 52°27'30" for 187.65 feet to a point of reverse curve concave to the Northwest having a radius of 204.64 feet;
THENCE Southwesterly along said curve and said centerline through a central angle of 52°31'43" for 187.61 feet;
THENCE S42°08'08"W along said centerline for 53.66 feet to the beginning of a curve concave to the Southeast having a radius of 202.00 feet;
THENCE Southwesterly along said curve and said centerline through a central angle of 52°36'46"W for 185.49 feet to a point of compound curve concave to the Northeast having a radius of 630.22 feet;
THENCE Southeasterly along said curve and said centerline through a central angle of 12°24'37" for 136.51 feet to the South line of said parcel recorded in Official Record Book 1803 at Page 2677;
THENCE S75°45'31"E along said South line for 200.00 feet;
THENCE N67°59'15"E along said South line for 242.00 feet;
THENCE N43°48'47"E along said South line for 265.16 feet;
THENCE East along said South line for 304.28 feet to the Northwest corner of Corkscrew Woodlands - Phase IV as recorded in Plat Book 42 at Pages 10-12 of the Public Records of Lee County, Florida;
THENCE S88°53'36"E along the Northerly line of said subdivision for 192.29 feet;
THENCE S19°26'38"E along said subdivision for 49.05 feet;
THENCE N70°33'22"E along the Northerly line of said subdivision for 469.59 feet to the Westerly right-of-way line of I-75;
THENCE N19°26'38"W along said Westerly right-of-way line for 632.08 feet;
THENCE N21°19'46"W along said Westerly right-of-way line for 209.25 feet;
THENCE N25°06'01"W along said Westerly right-of-way line for 209.26 feet;
THENCE N26°59'09"W along said Westerly right-of-way line for 63.30 feet to the Northeast corner of said parcel described in Official Record Book 1803 at Page 2677;
THENCE West along the Northerly line of said parcel for 492.82 feet;
THENCE S68°30'00"W along said Northerly line for 605.28 feet
to the POINT OF BEGINNING.
Containing 34.35 acres, more or less.

THIS RESOLUTION (ADD2008-00453) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

WHEREAS, the applicant has indicated the property's current STRAP number is 35-46-25-00-00001.1040; and

WHEREAS, Frederic Trust No. 3, represented by David F. Davis, Trustee owner of the subject parcel, authorized Bean, Whitaker, Lutz & Barnes, Inc. and R. Scott Barker to act as agents to pursue this zoning application; and

WHEREAS, a public hearing was advertised and held on May 21, 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 July 15, 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 RV-3 to RPD.

SECTION A. CONDITIONS:

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

1. The development and use of the subject property is to be in substantial compliance with the approved two-page Master Concept Plan entitled "Master Concept Plan Minor RPD, Corkscrew Woodlands East Parcel" (File No. 35-48-25, Project No. 28992, Page 1 last revised 5-17-96, stamped received May 21, 1996 and Page 2 last revised 3-12-96, stamped received March 19, 1996) prepared by Bean, Whitaker, Lutz & Barnes, Inc., except as may be modified by the conditions herein.

2. This planned development may not exceed 200 dwelling units. The development is entitled to 134 units by right under the existing Lee Plan. The remaining 66 units may be allowed, individually or by combination of the following methods:

   a. In accordance with the provisions of the Land Development Code, Chapter 34, Article VII., Division 12, Subdivision III (Housing Density Bonus for Provision of Low and Moderate-Income Housing); and/or

   b. In accordance with any future amendment to the Lee Plan which allows bodies of water to be included as part of the acreage upon which density may be calculated; and/or

   c. In accordance with any future amendment to the Lee Plan which allows density to be increased in the land use category in which the site is located.

3. The following uses are permitted:

   TEMPORARY CONSTRUCTION OFFICE [Section 34-3044]
   MODEL HOMES with real estate sales [Section 34-1954]
   SPECULATIVE HOMES [Section 34-1953]
   DWELLING UNIT: Conventional Single Family Zero Lot Line
   EXCAVATION, Water Retention
   SIGNS, in conformance with LDC Chapter 30
   RESIDENTIAL ACCESSORY USES [Section 34-622(c)(42)]

   RECREATIONAL FACILITIES, Private
   ENTRANCE GATE OR GATEHOUSE

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

4. Development of the RPD will comply with the following Property Development Regulations:

Minimum Lot Area and Dimensions:

Area: 2,200 square feet

Minimum Setbacks:

Street:	20 feet without garage/carport or feet with garage/carport or 15 feet with garage/carport.
Corner Lots:	Setbacks along each entrance road may be one foot or nine feet, whichever causes the 10-foot structural separation to be maintained to the adjacent unit.
Side:	Nine feet on one side and one foot on opposite side. In no instance may there be less than 10 feet of separation between units.
Rear:	Zero feet
Water Body:	18 feet measured from the outside of the building wall to the point where the bank side slope intercepts the control elevation of the water body.

Maximum Building Height: 35 feet

5. This zoning approval does not address the mitigation of the project's vehicular or pedestrian traffic impacts. Additional conditions may be required at the time of local Development Order.

6. Prior to the sale of the first lot within this planned development, the Developer must formulate an emergency hurricane preparedness plan subject to the approval of the Division of Emergency Management.

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

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

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

SECTION B. DEVIATIONS:

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

1. Deviation (1) requests relief from LDC Section 34-2194(3)(b) to allow a zero foot setback from a water body. The requested deviation is **APPROVED** with the condition that a fence or other acceptable safety device is provided along the edge of the pool deck in the recreational area.

2. Deviation (2) requests relief from LDC Section 34-935 (c)(2) to allow the internal road or street to be set back five feet from the north and northeast perimeter property line as shown on the Master Concept Plan. The requested deviation is **APPROVED.**

3. Deviation (3) requests relief from LDC Section 34-935(b)(2)a) to allow a 10-foot structural setback from the southern perimeter property line. The requested deviation is **APPROVED.**

SECTION C. Master Concept Plan:

A two page reduced copy of the Master Concept Plan is attached 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 RPD rezoning:

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

2. The requested zoning:

   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 and natural resources.

3. Approval of the request will not unduly burden existing transportation or planned

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

infrastructure facilities and the property 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.

8. The deviations granted:

   a) enhance the objectives of the planned development; and

   b) preserve and promote the general intent of the LDC to protect the public 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 Andrew W. Coy and, upon being put to a vote, the result was as follows:

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

DULY PASSED AND ADOPTED this 15th day of July, A.D., 1996.

ATTEST:
CHARLIE GREEN, CLERK

BY: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Chairman

FILED

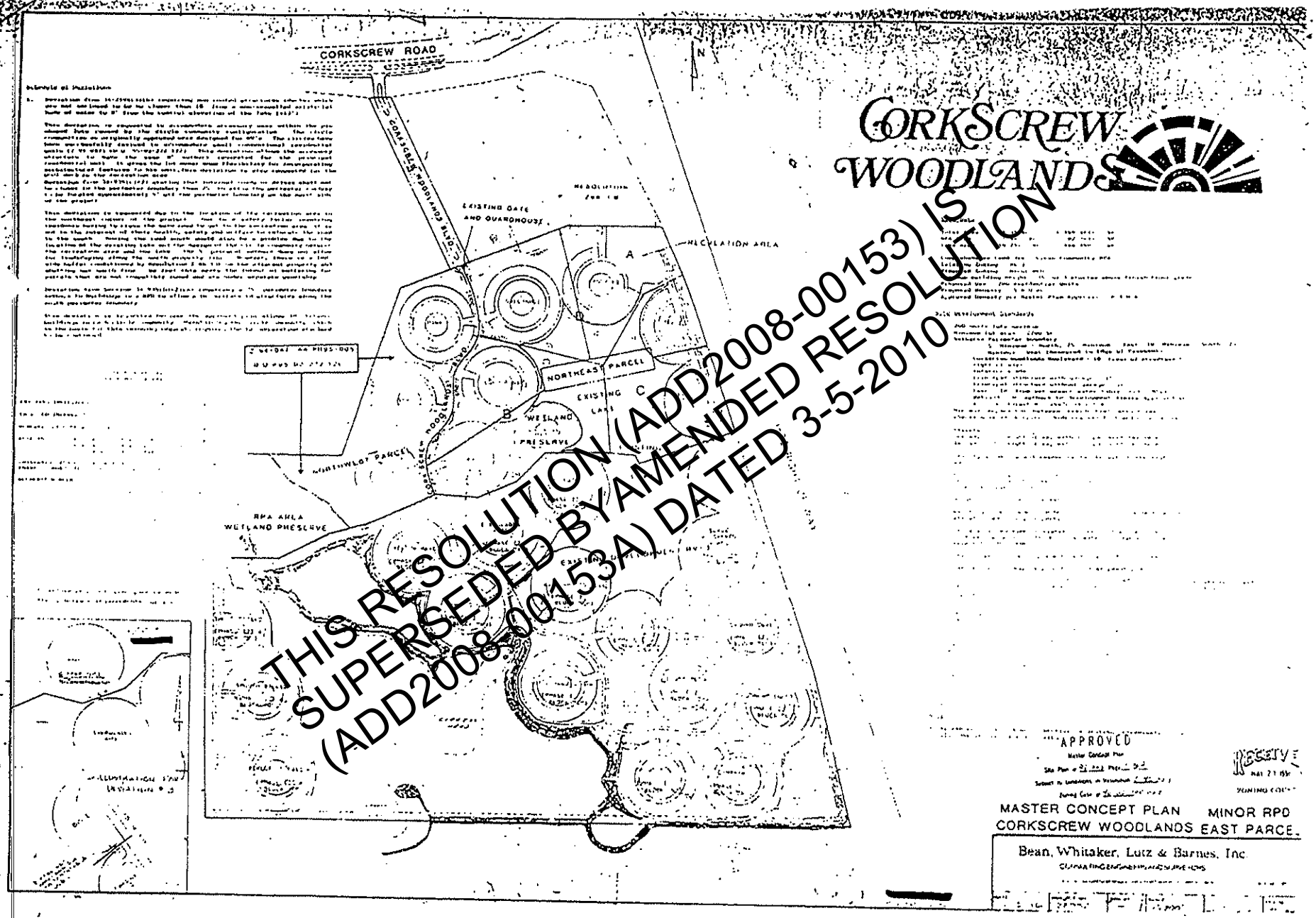
JUL 17 1996

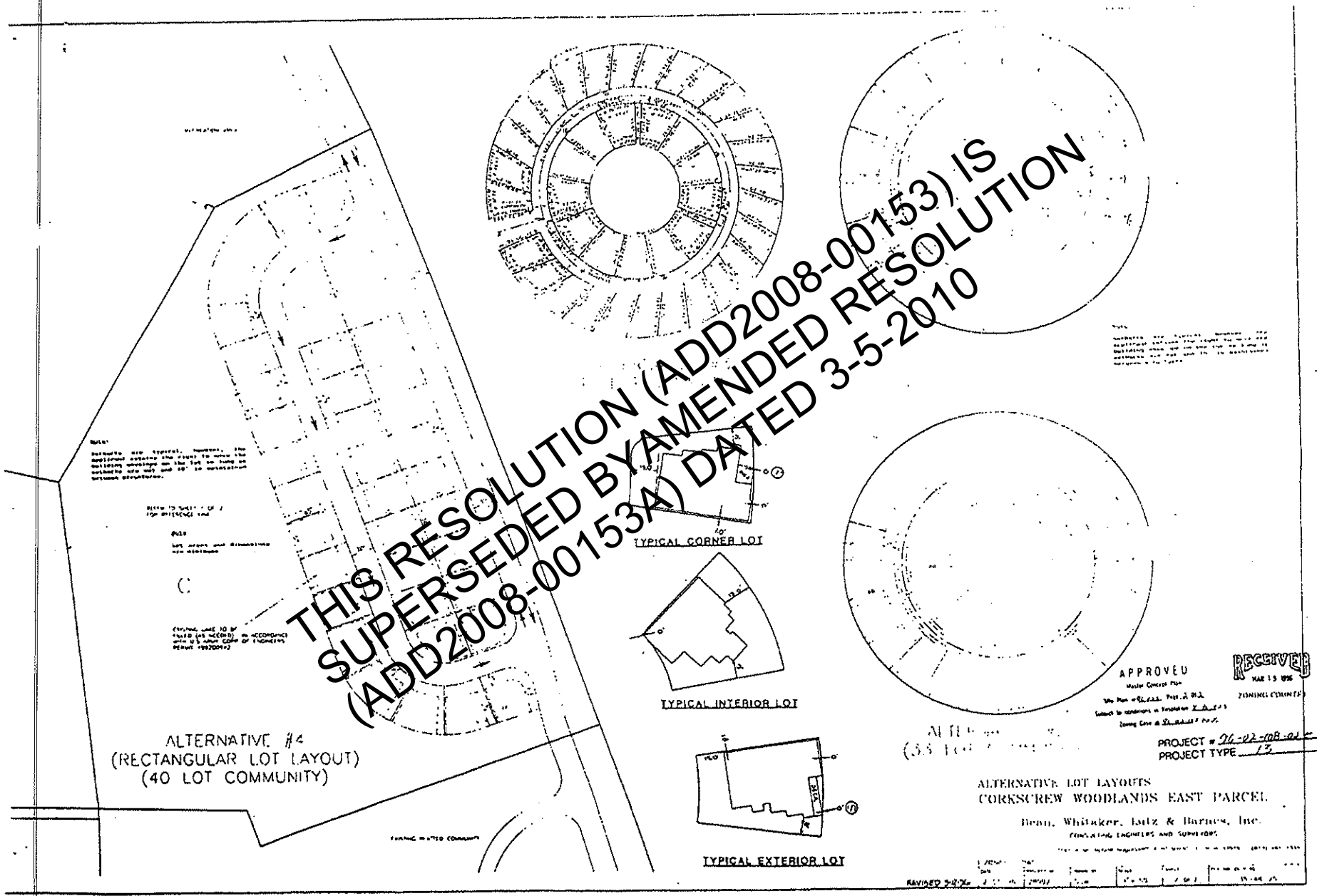
CLERK CIRCUIT COURT
BY _____ D.C.

Approved as to form by:

_____
County Attorney's Office

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010


CORKSCREW ROAD
CORKSCREW WOODLANDS BLVD.
EXISTING GATE AND GUARDHOUSE
RECREATION AREA
NORTHEAST PARCEL
EXISTING LAKE
WETLAND PRESERVE
NORTHWEST PARCEL
RPA AREA
WETLAND PRESERVE
N
CORKSCREW WOODLANDS
THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010
APPROVED
MASTER CONCEPT PLAN
CORKSCREW WOODLANDS EAST PARCEL
MINOR RPD
Bean, Whitaker, Lutz & Barnes, Inc.



THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

INSTR # 6908511
OR BK 04811 Pgs 4330 - 4346; (17pgs)
RECORDED 07/25/2005 12:08:24 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
RECORDING FEE 146.00
DEPUTY CLERK P Haywood

(17)

THIS INSTRUMENT PREPARED BY:

Lee County Attorney's Office
Post Office Box 398
Fort Myers, Florida 33902

COMPLIANCE AGREEMENT REGARDING
ISLAND CLUB AT CORKSCREW WOODLANDS

This Agreement is made this 18th day of March, 2005, between Island Club at Corkscrew Woodlands Homeowners' Association, Inc., whose mailing address is Post Office Box 2507, Bonita Springs, Florida 33928 ("Association"); and Lee County, a political subdivision in the State of Florida whose address is Post Office Box 398, Fort Myers, Florida 33902 ("County").

THIS RESOLUTION (ADD 2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD 2008-00153A) DATED 3-5-2010

A. **Parties and Property**

1. The subject property is a development originally approved by Lee County as Corkscrew Woodlands Residential Planned development (RPD). Island Club at Corkscrew Woodlands, is a platted subdivision recorded in the Lee County public records at Plat Book 61, Page 81; Plat Book 63, Page 82; Plat Book 65, Page 92; Plat Book 67, Page 56; Plat Book 69, Page 28; Plat Book 69, Page 66; Plat Book 57, Page 13; Plat Book 58, Page 14; Plat Book 59, Page 85; Plat Book 34, Page 130; Plat Book 35, Page 96; Plat Book 36, Page 87; Plat Book 36, Page 84; and Plat Book 42, Page 20.

2. Island Club at Corkscrew Woodlands Homeowners' Association, Inc. ("Association") is a Florida not-for-profit corporation and homeowners' association, which owns the common areas on, and operates Island Club at Corkscrew Woodlands, in accordance with Chapter 720, Florida Statutes, and the Declaration of Covenants, Conditions, Restrictions and Reservations for Island Club at Corkscrew Woodlands, recorded at Official Record Book 2631, page 205, as amended in the Public Records of Lee County, Florida ("Declaration"). The Association is the owner of real property located in and around the existing platted lots by virtue of the deed recorded at OR Book 1803, Page 2477. This property is common area as defined in the Declaration.

3. Lee County is the entity with jurisdictional control with respect to development compliance within the Island Club development.

4. The applicable zoning resolutions are Z-96-023 and Z-94-047. The total acreage encompassed by the Agreement is approximately 55 acres and is legally described and depicted in attached Exhibit A ("subject property").

3/23/2005

B. **Purpose**

1. The parties agree development has occurred within the Island Club at Corkscrew Woodlands that does not comply with Lee County regulations.

2. Lee County Code Enforcement has issued Notices of Violation to the Association and to approximately 180 property owners within the Island Club. The Association has agreed to refrain from seeking injunctive relief to obtain a stay of the Code Enforcement proceedings, based upon the agreement of the parties as set forth in this Compliance Agreement. The purpose of this Compliance Agreement is twofold: (a) to provide for a stay of further Code Enforcement proceedings to allow for a judicial decision on the ability of the Association to convey a portion of the Common Areas, as defined in the Declaration; and, (b) to provide the framework for compliance with Lee County Land Development regulations.

3. The County's agreement to stay further Code Enforcement proceedings is based upon the specific agreement of the Association to diligently pursue judicial action and final resolution with respect to the issues articulated in the Lawsuit as defined below. If, in accord with the Florida Rules of Court, the County finds the Association has failed to diligently pursue the Lawsuit to its conclusion, then the County will have a right to commence prosecution of the code violations existing in the Island Club at Corkscrew Woodlands subdivision.

4. In accordance with Lee County Land Development Code (LDC) §2-2, this agreement outlines the manner in which the parties will bring the development into compliance with applicable regulations.

C. **Procedure**

1. ***Declaratory Judgment Lawsuit***

a. The Association has filed a lawsuit for declaratory Judgement in the Circuit Court in and for Lee County, Florida, styled *Island Club at Corkscrew Woodlands Homeowners Association, Inc. v. William Bishop, et al., Case No. 04-CA-005028* ("Lawsuit"). The Lawsuit seeks a judicial declaration as to the propriety of the Amendment to the Declaration recorded in the Lee County Public Records at Official Records Book 4391, Page 2368, which is intended to provide the Association with the authority to convey portions of the Common Areas.

b. *Effect of Lawsuit's Final Resolution.* For purposes of this Compliance Agreement, the term "final resolution" of the Lawsuit means the date of the rendition of the last final order for which an appeal has not been, or cannot be, timely filed.

(1) *Association prevails.* If, upon final resolution of the Lawsuit, the Association prevails in its position that it has the authority to convey the Common Areas with less than 100% approval by members of the Island Club, then the parties will proceed with the additional Procedures set forth below in Sections C.2 through D.

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

(2) *Association does not prevail.* If the Association does not prevail upon final resolution of the Lawsuit, then the Association will have 90 days, from the date the final judicial order is rendered, to amend the Declaration in the manner required by the court ruling to allow conveyance of the common area. If the Association is unable to successfully amend the Declaration within the 90 day period, then this Compliance Agreement will be deemed null and void and of no further force or effect. Lee County will then proceed to prosecute the code violations existing within the Island Club, including those identified in attached Exhibit B.

(3) *Contemporaneous filings.* As consideration for the County's Agreement to stay Code Enforcement proceedings, the Association agrees to provide the Lee County Attorney's office with contemporaneous copies of all pleadings filed with respect to, and in furtherance of, the Lawsuit.

2. ***Revision of Master Concept Plan (MCP) for Corkscrew Woodlands RPD***

a. A revised MCP will be submitted by the Association for County review and approval within 90 days of final resolution of the Lawsuit.

(1) The County agrees to allow administrative amendment of the MCP in accordance with the terms of this Agreement. The County agrees the fee for this submittal will be the standard fee. However, the parties agree that the administrative approval may be revoked, if the parties do not comply with either the conditions of approval or the provisions of this Agreement within the established time frames.

(2) The parties understand and agree that the County may not administratively approve a MCP amendment that will precipitate external impacts.

(3) The amendment must include the entire 55 acre parcel comprising the Island Club development, including any infrastructure that is common to both the Island Club and Corkscrew Woodlands RV development. For example, water management and lake areas, roads and other infrastructure necessary to resolve the code violations.

(4) Full execution of this Agreement constitutes authorization for the Association to submit the necessary application materials to support and obtain approval for amendment of the MCP. No additional MCP changes, beyond those contemplated and specifically enumerated by this Agreement, are permitted under the terms of this Agreement.

b. The application to amend the MCP must include the following:

(1) Proposed revisions necessary to abate the various violations identified in attached Exhibit B.

THIS RESOLUTION (ADD2008-001537) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 5-5-2010

(2) Appropriate provisions to address the violations on each of the lots identified in Exhibit B.

(3) Property Development Regulations in support to the MCP amendment.

(4) Written approval from the Fire District allowing the improvements on lots with improvements existing or proposed within one foot of a structure owned by a separate party to be constructed or remain with a one foot separation distance. If this approval can not be obtained, then the application must provide for removal of that portion of the structure not approved by the Fire District.

(5) Engineering submittal information, subject to approval of the Director of Development Services, which establishes that the surface water management system functions in accordance with applicable regulations. The submittals must provide for peak flows based upon a 25 year storm/3 day event.

(6) Documentation, subject to approval of environmental sciences, addressing the environmental impacts to wetlands, preservation areas, open space, invasive exotic removal and littoral plantings.

(7) A recorded revision to the 10 foot easement document recorded at OR Book 3224, Page 2723, providing the ability of the Island Club residential structures to encroach upon this easement area.

(8) Documentation as to the location of underground pipes and the means that will be used to either relocate the pipes or avoid construction of improvements over the existing pipes. If improvements have already been constructed over existing pipes, then the application must also include the remedial measures that will be followed to address this situation.

(9) Adopted Resolution granting a petition to vacate any platted utility or drainage easements that would prohibit the ability of a property owner to obtain a building permit once the lots have been recombined in accord with this Agreement.

(10) Documentation providing for maintenance of the lake area. This should include lake maintenance easements or similar rights.

c. The parties understand and agree that Administrative Approval will not be granted until the issues set forth in sections C.2.a and C.2.b above have been addressed to the satisfaction of County staff. All conditions of administrative approval related to these issues must be fully addressed prior to issuance of any Development Order allowing plat approval as contemplated by this Agreement.

d. It is the intent of this Agreement to address all code violations existing at the time this Agreement is executed. Failure to do so may result in additional enforcement action by the County. The existing code violations are identified in attached Exhibit B.

THIS RESOLUTION (ADD2006-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2006-00153A) DATED 5-5-2010

3. ***Development Order Approval***

a. The Association must submit an application for a local Development Order. This application must be submitted within 60 days after approval of the revised MCP. The County agrees the fee for this submittal will be the standard County fee.

b. Any conditions applicable to amendment of the MCP that were not fully addressed through the administrative approval process, must be addressed in accordance with applicable LDC regulations prior to issuance of a Development Order allowing plat approval.

c. Specifically, the Development Order application submittal must include all of the items identified in section C.2.b above.

d. No additional administrative amendments may be approved during the Development Order process required to abate this violation other than those specifically contemplated and provided for by this Agreement.

e. The development order will provide for creation of small lots that will be aggregated with the original platted lots in accordance with this Agreement. These small lots will be created in all instances where common area is physically available adjacent to, and contiguous with, the original platted lots. The sole purpose of these small lots is to expand the platted lots to accommodate the additional structures and improvements constructed outside the original platted lots, and, to accommodate the construction of additional improvements and structures, which may be legally permitted and constructed upon the small lots once aggregated to the original platted lot.

4. ***Platting***

a. Once development order approval is obtained, the Association will record a plat, meeting Florida Statutes Chapter 177 and Lee County Administrative Code 13-19 standards for the small lots approved under the development order.

b. Prior to, or in conjunction with, the plat recording, the Association will record covenants and restrictions applicable to the area being platted and specifically addressing the small lots. These covenants must be reviewed and approved by the County Attorney's Office prior to recording. The contents of the covenants must indicate the following:

(1) The small lots created by the recorded plat are substandard, non-buildable lots that do not meet County zoning regulations. They can not be used to support improvements or typical residential accessory uses unless aggregated to the adjacent and most contiguous originally platted lot. Aggregation of the lots is required prior to submittal and approval of a building permit to construct improvements upon the lots.

(2) Title to the small lot will be transferred to the adjacent and most contiguous lot owner. Once transferred, both the original platted lot and the small lot

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 5-20-09

will become a single building site and must remain under unified ownership for as long as the lots are used to support residential improvements and uses.

c. The plat will be recorded within 60 days of development order approval.

5. ***Title transfers to facilitate lot combinations***

a. Within 30 days after plat recording, the Association will record the deeds necessary to combine the small platted lots with the original platted lots.

b. A copy of the executed deeds will be provided to the County Attorney's office upon recording.

c. The purpose of this requirement is to assure that all small lots created in accordance with this Agreement are aggregated to the appropriate originally platted lot.

6. ***Building permit approval for all outstanding structures***

a. Within 60 days of recording the various deeds, permit applications will be submitted to obtain appropriate building permits for the existing construction that has not been previously approved in accordance with County regulations.

b. The County agrees to waive its entitlement to after-the-fact permit fees. However, the standard building permit fee will be charged for the improvements being permitted in accordance with this Agreement.

c. No additional deviations or variances may be granted as a result of the building permit approvals required under this Agreement.

D. **General Conditions**

1. Full compliance with the terms of this Agreement will occur in accordance with the time frames established herein.

2. If a violation of this Agreement occurs, the parties understand that the County will seek compliance in a court of competent jurisdiction by injunction, action for specific performance or other appropriate legal action. The prevailing party in any enforcement action will be entitled to all costs and reasonable attorney fees.

3. This Agreement is binding upon the parties, their successors and assigns.

4. This Agreement constitutes the entire Agreement between the parties. Any modification of this Agreement must be in writing and executed with the same formality.

5. Lee County will record this Agreement in the Public Record at its expense.

THIS RESOLUTION/ADD2008-00153/GG
SUPERSEDED BY AMENDED RESOLUTION
(ADD2008-00153A) DATED 3-5-2010

IN WITNESS of the above, we execute this Agreement on March 18, 2005.

Carolyn Quintores
Witness

Carolyn Quintores
Printed Name

Sabrina Scott
Witness

Sabrina Scott
Printed Name

Island Club at Corkscrew Woodlands Homeowners' Association, Inc

By: Ronald L. Dietz
Ronald L. Dietz, President

ATTEST:
CHARLIE GREEN, CLERK

By: Deputy Clerk

LEE COUNTY BY LEE COUNTY MANAGER

By: Mary Gibbs
Mary Gibbs, Director of Community Development, County Manager Designee

APPROVED AS TO FORM

Dawn E. Perry-Lehnert
County Attorney's Office

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED May 5 2010

Exhibits
A - legal description and sketch of property subject to agreement
B - list of existing Code Enforcement violations

EXHIBIT "A"

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 35, TOWNSHIP 46 SOUTH, RANGE 25 EAST, AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

STARTING AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE QUARTER (SE ¼) OF SAID SECTION 35; THENCE N89°50'20"E ALONG THE SOUTH LINE OF SAID SOUTHEAST ONE QUARTER (SE ¼) FOR 2025.91 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75; THENCE N14°10'59"W ALONG SAID RIGHT-OF-WAY LINE FOR 798.54 FEET; THENCE N18°17'53"W ALONG SAID RIGHT-OF-WAY LINE FOR 884.49 FEET TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE N18°17'53"W ALONG SAID RIGHT-OF-WAY LINE FOR 212.19 FEET; THENCE N19°26'38"W ALONG SAID RIGHT-OF-WAY LINE FOR 899.24 FEET; THENCE N21°19'46"W ALONG SAID RIGHT-OF-WAY LINE FOR 209.25 FEET; THENCE N25°06'01"W ALONG SAID RIGHT-OF-WAY LINE FOR 209.26 FEET; THENCE N26°59'09"W ALONG SAID RIGHT-OF-WAY LINE FOR 63.30 FEET; THENCE WEST FOR 492.82 FEET; THENCE S68°30'00"W FOR 916.51 FEET; THENCE S19°00'00"W FOR 900.00 FEET; THENCE WEST FOR 700.00 FEET; THENCE S00°44'07"E ALONG THE WEST LINE OF THE EAST ONE HALF (E 1/2) OF THE SOUTHWEST ONE QUARTER (SW ¼) OF SAID SECTION 35 FOR 560.00 FEET; THENCE N89°15'53"E FOR 372.63 FEET; THENCE N61°56'12"E FOR 291.35 FEET; THENCE N75°58'54"E FOR 215.75 FEET; THENCE N64°07'59"E FOR 380.00 FEET; THENCE S75°45'27"E FOR 200.00 FEET; THENCE N67°59'15"E FOR 242.00 FEET; THENCE N43°48'47"E FOR 265.16 FEET; THENCE EAST FOR 200.00 FEET; THENCE S62°22'31"E FOR 680.41 FEET; THENCE S84°09'39"E FOR 310.00 FEET TO THE **POINT OF BEGINNING.**

THIS RESOLUTION (ADD2008 00155) SUPERSEDED BY AMENDED RESOLUTION (ADD2008 00155A) DATED 3-5-2010

SAID PARCEL CONTAINS 59.72 ACRES, MORE OR LESS.

SAID PARCEL SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY AND RESRICTIONS OF RECORD.

BEARINGS ARE BASED ON THE CENTERLINE SURVEY OF INTERSTATE 75.

3106 S. Horseshoe Drive, Naples, Florida 34104-6137 • Phone (239) 643-2324 Fax (239) 643-1143 • E-Mail: engcollier@cecifl.com
SERVING FLORIDA SINCE 197?

THIS RESOLUTION (ADD2008-00153) IS
SUPERSEDED BY AMENDED RESOLUTION
(ADD2008-00153A) DATED 3-5-2010

PAGE 2 of 2

ISLAND CLUB				
CODE OFFICERS	*LEN MCCABE*	*MIKE ANDERSON*		
STREET NAME	**STREET ADDRESS**	**VIOLATION**	**PICTURE NUMBER**	**NUMBER OF VIOLATIONS**
BLUE BIMINI	10700	CONCRETE PAD	313	1
[redacted]				2
	10705	CONCRETE PAD	329	1
	10706	CONCRETE PAD	314	1
[redacted]				2
	10716	CONCRETE PAD	315	1
	10718	CONCRETE PAD	316	1
	10719	CONCRETE PAD	328	1
	10720	CONCRETE PAD	317	1
	10722	CONCRETE PAD	318	1
	10724	CONCRETE PAD	319	1
	10725	CONCRETE PAD	327	1
[redacted]				2
	10729	CONCRETE PAD	326	1
[redacted]				2
	10732	CONCRETE PAD	320	1
	10734	CONCRETE PAD	321	1
	10735	CONCRETE PAD	325	1
	10738	CONCRETE PAD	322	1
	10739	CONCRETE PAD	324	1
	10744	CONCRETE PAD	323	1
PEARL BAY	10700	CONCRETE PAD	277	1
	10703	CONCRETE PAD	279	1
	10705	CONCRETE PAD	280	1
	10710	CONCRETE PAD	276	1
	10711	CONCRETE PAD	281	1
	10713	CONCRETE PAD	282	1
	10715	CONCRETE PAD	283	1
	10717	CONCRETE PAD	284	1
	10720	CONCRETE PAD	275	1
	10730	CONCRETE PAD	274	1
	10736	CONCRETE PAD	273	1
	10740	CONCRETE PAD	272 & 278	1

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY [redacted] (ADD2008-00153A) DATED [redacted]-2010

ISLAND CLUB

STREET NAME	STREET ADDRESS	VIOLATION	PICTURE NUMBER	NUMBER OF VIOLATIONS
PEARL BAY	10719	CONCRETE PAD	285	1
	10723	CONCRETE PAD	286	1
	10725	CONCRETE PAD	287	1
	10729	CONCRETE PAD	288	1
	10733	CONCRETE PAD	289	1
	10737	CONCRETE PAD	290	1
	10739	CONCRETE PAD	291	1
	10741	CONCRETE PAD	292	1
	10743	CONCRETE PAD	293	1
PARROT COVE CIRCLE	10700	CONCRETE PAD	271	1
	10702	CONCRETE PAD	270	1
	10706	CONCRETE PAD	269	1
	[redacted]			2
	10711	CONCRETE PAD	263	1
	10712	CONCRETE PAD	265	1
	10714	CONCRETE PAD	266	1
	10715	CONCRETE PAD	264	1
	10716	CONCRETE PAD	267	1
	10739	CONCRETE PAD	262	1
AQUA SURF COURT	10700	CONCRETE PAD	255	1
	10706	CONCRETE PAD	256	1
	[redacted]			2
	10711	CONCRETE PAD	257	1
	10714	CONCRETE PAD	253	1
	[redacted]			2
	10721	CONCRETE PAD	258	1
	[redacted]			2

THIS RESOLUTION (PDD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (PDD2008-00153A) DATED 2-5-2010

ISLAND CLUB

STREET NAME	STREET ADDRESS	VIOLATION	PICTURE NUMBER	NUMBER OF VIOLATIONS
AQUA SURF COURT	[redacted]			2
				2
				2
				2
TROPICAL MOON COURT	[redacted]			3
				2
				2
				3
				2
				2
				2
				2
				3
				3

(ADDED [illegible]53) IS
[illegible]DED 3-5-2010 RESOLUTION

ISLAND CLUB

STREET NAME	STREET ADDRESS	VIOLATION	PICTURE NUMBER	NUMBER OF VIOLATIONS	DATE CO'D	VIOLATIONS IF ANY
BAHIA TERRADO CIRCLE	10700	CONCRETE PAD	294	1		
	[redacted]			2		
	10704	CONCRETE PAD	295	1		
	10705	CONCRETE PAD	308	1		
	10706	CONCRETE PAD	296	1		
	10708	CONCRETE PAD	297	1		
	10710	CONCRETE PAD	298	1		
	[redacted]			2		
				2		
	10715	CONCRETE PAD	309	1		
	[redacted]			2		
	10718	CONCRETE PAD	299	1		
	10719	CONCRETE PAD	310	1		
	[redacted]			2		
				2		
				2		
				2		
	10726	CONCRETE PAD	300	1		
	10728	CONCRETE PAD	301	1		
	10729	CONCRETE PAD	312	1		
	10730	CONCRETE PAD	302	1		
	10732	CONCRETE PAD	303	1		
	[redacted]			2		
	10736	CONCRETE PAD	304	1		
	10738	CONCRETE PAD	305	1		
	[redacted]			2		
	10744	CONCRETE PAD	307	1		

THIS RESOLUTION (AMENDED 2008-00153) IS SUPERSEDED BY RESOLUTION (AMENDED 2010-00153)

ISLAND CLUB				
STREET NAME	STREET ADDRESS	VIOLATION	PICTURE NUMBER	NUMBER OF VIOLATIONS
RIO MAR CIRCLE	[redacted]			2
	10701	CONCRETE PAD	351	1
	10702	CONCRETE PAD	331	1
	10704	CONCRETE PAD	332	1
	10705	CONCRETE PAD	352	1
	10709	CONCRETE PAD	353	1
	10712	CONCRETE PAD	333	1
	10714	CONCRETE PAD	334	1
	10715	CONCRETE PAD	354	1
	[redacted]			2
	10718	CONCRETE PAD	335	1
	10719	CONCRETE PAD	355	1
	10720	CONCRETE PAD	336	1
	[redacted]			3
	10724	CONCRETE PAD	338	1
	10726	CONCRETE PAD	339	1
	10728	CONCRETE PAD	340	1
	[redacted]			2
	10730	CONCRETE PAD	341	1
	10732	CONCRETE PAD	342	1
	10734	CONCRETE PAD	343	1
	[redacted]			2
	10737	CONCRETE PAD	347	1
	10740	CONCRETE PAD	345	1
	10742	CONCRETE PAD	346	1

THIS RESOLUTION (AMENDED 2008-00153) IS SUPERSEDED BY RESOLUTION (ADOPTED 12-15-2010)

ISLAND CLUB

STREET NAME	STREET ADDRESS	VIOLATION	PICTURE NUMBER	NUMBER OF VIOLATIONS
RIO MAR CIARCLE	[redacted]			2
SAN TROPEZ CIRCLE	10703	CONCRETE PAD	387	1
	10706	CONCRETE PAD	378	1
	[redacted]			2
	10710	CONCRETE PAD	379	2
	[redacted]			2
	10714	CONCRETE PAD	380	1
	[redacted]			1
	10719	CONCRETE PAD	391	1
	10721	CONCRETE PAD	392	1
	[redacted]			2
	[redacted]			2
	10725	CONCRETE PAD	395	1
	10728	CONCRETE PAD	382	1
	[redacted]			2
	[redacted]			2
	[redacted]			1
	10736	CONCRETE PAD	385	1
	10737	CONCRETE PAD	398	1
	[redacted]			2
	10742	CONCRETE PAD	386	1

THIS RESOLUTION (AMENDED AND RESTATED 2-153) IS SUPERSEDED BY RESOLUTION 2010-153

ISLAND CLUB

STREET NAME	STREET ADDRESS	VIOLATION	PICTURE NUMBER	NUMBER OF VIOLATIONS
MAUI CIRCLE	[redacted]			2
	10707	CONCRETE PAD	401	1
	10710	CONCRETE PAD	419	1
	10711	CONCRETE PAD	402	1
	10713	CONCRETE PAD	403	1
	10714	CONCRETE PAD	420	1
	[redacted]			2
				1
				2
				2
	10725	CONCRETE PAD	408	1
	10727	CONCRETE PAD	409	1
	10728	CONCRETE PAD	422	1
	10729	CONCRETE PAD	410	1
	10731	CONCRETE PAD	411	1
	10732	CONCRETE PAD	423	1
	10733	CONCRETE PAD	412	1
	10735	CONCRETE PAD	413	1
	10736	CONCRETE PAD	414	1
	[redacted]			2
				2

THIS RESOLUTION (2010-00153) IS SUPERSEDED BY RESOLUTION (ADDED 2010-00153A) DATED 2010

ISLAND CLUB

STREET NAME	STREET ADDRESS	VIOLATION	PICTURE NUMBER	NUMBER OF VIOLATIONS
MAUI CIRCLE	[redacted]			
	10736	CONCRETE PAD	424	1
	10742	CONCRETE PAD	425	1
TOTAL VIOLATIONS				238

CONCRETE PADS

116

[redacted]

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION ADD2008-00153) DATED 3-5-2010

		ISLAND CLUB	PAGE # 1	EXHIBIT B		
CODE OFFICERS	*LEN MCCABE*	*MIKE ANDERSON*				
STREET NAME	**STREET ADDRESS**	**VIOLATION**	**PICTURE NUMBER**	**NUMBER OF VIOLATIONS**		
BLUE BIMINI	10700	CONCRETE PAD	313	1		
	[redacted]			2		
	10705	CONCRETE PAD	329	1		
	10706	CONCRETE PAD	314	1		
	[redacted]			2		
	10716	CONCRETE PAD	315	1		
	10718	CONCRETE PAD	316	1		
	10719	CONCRETE PAD	328	1		
	10720	CONCRETE PAD	317	1		
	10722	CONCRETE PAD	318	1		
	10724	CONCRETE PAD	319	1		
	10725	CONCRETE PAD	327	1		
	[redacted]			2		
	10729	CONCRETE PAD	326	1		
	[redacted]			2		
	10732	CONCRETE PAD	320	1		
	10734	CONCRETE PAD	321	1		
	10735	CONCRETE PAD	325	1		
	10738	CONCRETE PAD	322	1		
	10739	CONCRETE PAD	324	1		
	10744	CONCRETE PAD	323	1		
PEARL BAY	10700	CONCRETE PAD	277	1		
	10703	CONCRETE PAD	279	1		
	10705	CONCRETE PAD	280	1		
	10710	CONCRETE PAD	276	1		
	10711	CONCRETE PAD	281	1		
	10713	CONCRETE PAD	282	1		
	10715	CONCRETE PAD	283	1		
	10717	CONCRETE PAD	284	1		
	10720	CONCRETE PAD	275	1		
	10730	CONCRETE PAD	274	1		
	10736	CONCRETE PAD	273	1		
	10740	CONCRETE PAD	272 & 278	1		

THIS RESOLUTION (ADD2008-00153) IS
SUPERSEDED BY AMENDED RESOLUTION
(ADD2008-00153A) DATED 5-5-2010

		ISLAND CLUB	PAGE #2	EXHIBIT B
STREET NAME	STREET ADDRESS	VIOLATION	PICTURE NUMBER	NUMBER OF VIOLATIONS
PEARL BAY	10719	CONCRETE PAD	285	1
	10723	CONCRETE PAD	286	1
	10725	CONCRETE PAD	287	1
	10729	CONCRETE PAD	288	1
	10733	CONCRETE PAD	289	1
	10737	CONCRETE PAD	290	1
	10739	CONCRETE PAD	291	1
	10741	CONCRETE PAD	292	1
	10743	CONCRETE PAD	293	1
PARROT COVE CIRCLE	10700	CONCRETE PAD	271	1
	10702	CONCRETE PAD	270	1
	10706	CONCRETE PAD	269	1
	[redacted]	[redacted]	[redacted]	2
	10711	CONCRETE PAD	263	1
	10712	CONCRETE PAD	265	1
	10714	CONCRETE PAD	266	1
	10715	CONCRETE PAD	264	1
	10716	CONCRETE PAD	267	1
	10739	CONCRETE PAD	262	1
AQUA SURF COURT	10700	CONCRETE PAD	255	1
	10705	CONCRETE PAD	256	1
	[redacted]	CONCRETE PAD AND WOOD DECK	254	2
	10711	CONCRETE PAD	257	1
	10714	CONCRETE PAD	253	1
	[redacted]	[redacted]	[redacted]	2
	10721	CONCRETE PAD	258	1
	[redacted]	[redacted]	[redacted]	2

THIS RESOLUTION (A
SUPERSEDED BY AMENDED RESOLUTION
ADD2008-00153A) DATED 5-5-2010

		ISLAND CLUB	PAGE # 3	EXHIBIT B		
STREET NAME	STREET ADDRESS	VIOLATION	PICTURE NUMBER	NUMBER OF VIOLATIONS		
AQUA SURF COURT	[redacted]			2		
				1		
				2		
				2		
				2		
				2		
TROPICAL MOON COURT	[redacted]			3		
				2		
				2		
				3		
				2		
				2		
				2		
				2		
				3		
				3		

DD2008-00153) IS
ED RESOLUTION
-5-2010

ISLAND CLUB | PAGE # 4 | EXHIBIT B

STREET NAME	STREET ADDRESS	VIOLATION	PICTURE NUMBER	NUMBER OF VIOLATIONS	DATE CO'D	VIOLATIONS IF ANY
BAHIA TERRADO CIRCLE	10700	CONCRETE PAD	294	1		
	[redacted]			2		
	10704	CONCRETE PAD	295	1		
	10705	CONCRETE PAD	308	1		
	10706	CONCRETE PAD	296	1		
	10708	CONCRETE PAD	297	1		
	10710	CONCRETE PAD	298	1		
	[redacted]			2		
	[redacted]			2		
	10715	CONCRETE PAD	309	1		
	[redacted]			2		
	10718	CONCRETE PAD	299	1		
	10719	CONCRETE PAD	310	1		
	[redacted]			2		
	[redacted]			2		
	[redacted]			2		
	[redacted]			2		
	10726	CONCRETE PAD	300	1		
	10728	CONCRETE PAD	301	1		
	10729	CONCRETE PAD	312	1		
	10730	CONCRETE PAD	302	1		
	10732	CONCRETE PAD	303	1		
	[redacted]			2		
	10736	CONCRETE PAD	304	1		
	10738	CONCRETE PAD	305	1		
	[redacted]			2		
	10744	CONCRETE PAD	307	1		

(ADD2010-00153) IS
RESOLUTION
-5-2010

		ISLAND CLUB	PAGE # 5	EXHIBIT B		
STREET NAME	STREET ADDRESS	VIOLATION	PICTURE NUMBER	NUMBER OF VIOLATIONS		
RIO MAR CIRCLE	[redacted]			2		
	10701	CONCRETE PAD	351	1		
	10702	CONCRETE PAD	331	1		
	10704	CONCRETE PAD	332	1		
	10705	CONCRETE PAD	352	1		
	10709	CONCRETE PAD	353	1		
	10712	CONCRETE PAD	333	1		
	10714	CONCRETE PAD	334	1		
	10715	CONCRETE PAD	354			
	[redacted]			2		
	10718	CONCRETE PAD	335	1		
	10719	CONCRETE PAD	355	1		
	10720	CONCRETE PAD	336	1		
	[redacted]	*CONCRETE PAD, HOT TUB AND ELECTRIC HOOK UP IN REAR GARDEN*				
	10722		337	3		
	10724	CONCRETE PAD	338	1		
	10726	CONCRETE PAD	339	1		
	10728	CONCRETE PAD	340	1		
	[redacted]			2		
	10730	CONCRETE PAD	341	1		
	10733	CONCRETE PAD	342	1		
	10734	CONCRETE PAD	343	1		
	[redacted]			2		
	10737	CONCRETE PAD	347	1		
	10740	CONCRETE PAD	345	1		
	10742	CONCRETE PAD	346	1		

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

		ISLAND CLUB	PAGE # 6	EXHIBIT B		
STREET NAME	**STREET ADDRESS**	**VIOLATION**	**PICTURE NUMBER**	**NUMBER OF VIOLATIONS**		
RIO MAR CIARCLE	[redacted]			2		
SAN TROPEZ CIRCLE	10703	CONCRETE PAD	387	1		
	10706	CONCRETE PAD	378	1		
	[redacted]			2		
	10710	CONCRETE PAD	379	1		
	[redacted]			2		
	10714	CONCRETE PAD	380	1		
	[redacted]			1		
	10719	CONCRETE PAD	391	1		
	10721	CONCRETE PAD	392	1		
	[redacted]			2		
	[redacted]			2		
	10725	CONCRETE PAD	395	1		
	10728	CONCRETE PAD	382	1		
	[redacted]			2		
	[redacted]			2		
	[redacted]			1		
	10736	CONCRETE PAD	385	1		
	10737	CONCRETE PAD	398	1		
	[redacted]			2		
	10742	CONCRETE PAD	386	1		

RESOLUTION (ADDENDUM) 2010-00153) IS AMENDED RESOLUTION ADOPTED 3-5-2010

		ISLAND CLUB	PAGE # 7	EXHIBIT B		
STREET NAME	**STREET ADDRESS**	**VIOLATION**	**PICTURE NUMBER**	**NUMBER OF VIOLATIONS**		
MAUI CIRCLE	[redacted]			2		
	[redacted]			2		
	10707	CONCRETE PAD	401	1		
	10710	CONCRETE PAD	419	1		
	10711	CONCRETE PAD	402	1		
	10713	CONCRETE PAD	403	1		
	10714	CONCRETE PAD	420	1		
	10715	DOCK, SCREEN ROOM AND PAD	404, 228 & 230	2		
	[redacted]			2		
	[redacted]			2		
	10725	CONCRETE PAD	408	1		
	10727	CONCRETE PAD	409	1		
	10728	CONCRETE PAD	422	1		
	10729	CONCRETE PAD	410	1		
	10731	CONCRETE PAD	411	1		
	10732	CONCRETE PAD	423	1		
	10733	CONCRETE PAD	412	1		
	10735	CONCRETE PAD	413	1		
	10739	CONCRETE PAD	414	1		
	[redacted]			2		
	[redacted]			2		

THIS RESOLUTION (PL-08-00153) IS SUPERSEDED BY AMENDED RESOLUTION 08-0153A) DATED 6-5-2010

		ISLAND CLUB	PAGE # 8	EXHIBIT B		
STREET NAME	**STREET ADDRESS**	**VIOLATION**	**PICTURE NUMBER**	**NUMBER OF VIOLATIONS**		
MAUI CIRCLE	[redacted]			2		
				2		
	10736	CONCRETE PAD	424	1		
	10742	CONCRETE PAD	425	1		
TOTAL VIOLATIONS				238		
CONCRETE PADS 116	[redacted]					
CONCRETE PAD ELECTRIC HOOKUP IN REAR GARDEN	[redacted]	**SCREEN ROOM, CONCRETE PAD & DOCK** 1				

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION ADD2008-00153 DATED 3-5-2010

ESTERO ...VILLAGE WITH A VISION

EsteroCPP.ORG

Estero Community Planning Panel

MINUTES OF PUBLIC MEETING # 101

October 20. 2008

Estero Fire Rescue Building, Estero, Florida

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

Panel Members Present:

Jack Lienesch, Estero Civic Association. Chairman; Neal Noethlich, Estero Council of Community Leaders; Greg Toth, Estero Development Community; Dan DeDisi, Estero Development Community; John Goodrich, ECCL; Tom O'Dea, Estero Design Review Committee sat in for Lin Welch. Treasurer: Bev MacNellis, ECCL. Recording Secretary: Jim Ramsburg, ECCL. Lienesch called the meeting to order at 6:06 PM.

Public Participation:

Twenty-three participants were present including 15 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 ECCL/ECPP/ECA/EDRC and Estero Fire Rescue. Notices of the meeting were posted in the South Regional Library, Colonial Bank, Estero Community Park and the Estero office of Realty World.

Treasurer's Report:

MacNellis reported a September 30th balance of $731.75 in the Community Planning Panel account on deposit at Colonial Bank in Estero. Toth: Motion to accept Goodrich: Second. Report accepted unanimously.

Secretary's Report:

Bill Brown distributed minutes of the July meeting. Goodrich: Motion to accept minutes. Noethlich: Second. Report accepted unanimously.

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Developer Presentation - Mid Towne Estero MPD:

Garrett Bender, Teri Gavinson and Pete Pellerito representing Ascot Development presented plans for a proposed Administrative Amendment concerning the 48 acre site on the southwest corner of Corkscrew Road and Three Oaks Parkway in Estero. Plans continue to call for 232 Multi-Family Townhouse residential units and 90,000 square feet of commercial space on the site. Bender explained that the layout of the site has been changed, with its commercial elements becoming nine outlots of approximately one acre each, five fronting on Corkscrew and four fronting on Three Oaks. New plans also call for one fast food store and two drive-through structures for different uses such as banks or pharmacies. Bender said plans call for a uniform architectural design to create a blended appearance of the outlots with a water feature at the corner of Corkscrew and Three Oaks to "welcome" passersby to the community. He added that Ascot would contribute to the erection of a flashing or full stop light at the Three Oaks entrance of the development, some 1,030 feet south of Corkscrew for traffic safety purposes, particularly when emergency vehicles are dispatched from the Estero Fire Rescue station to the south of the site.

Toth questioned the feasibility of working with one-acre outlot parcels to accommodate buffering, parking, open space, garbage disposal and deliveries. He estimated that the space remaining for the building would be in the area of only 8,000 to 10,000 square feet. Bender replied that this is assuming that the outlots are sold individually and not in combination. Toth added that outlots developed at different times would be a challenge to the continuity of the uniform design cited in the presentation. DeLisi asked how buffering could factor into the continuity. Bender replied that a rooftop architectural piece physically connecting one building to the next would be used to create the impression. DeLisi expressed concern that the development would maintain the architectural appearance standards set forth for Corkscrew Road Noethlich cited Corkscrew Palms as a prime example Toth asked if any consideration has been given to reducing the number of outlots in the same area, to prevent slow, one-by-one development of individual parcels that could lead to a "strip center" appearance. Bender replied that the market for larger outlets is currently limited.

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

Noethlich said that Toth made a good point in questioning space allocation. Lienesch suggested that illustrations of the architectural concept would enable all concerned to more fully understand the concept. The Panel agreed to this point. Bender committed to a descriptive document, not architectural drawings at this point.

Developer Presentation - Cardella RPD:

Debbie Gress of Progressive Engineering presented two site plans proposed by property owner Carl Cardella for a 5.66 acre tract on the east side of River Ranch Road south of Corkscrew Road and north of Williams Road. The first plan calls for 15 single family lots of 75 x 120 feet consistent with neighboring properties on River Ranch. The second plan is for 28 townhouse

units in four separate buildings. A River Ranch resident inquired about water and sewer lines. Gress replied that the developer would pay for the lines south from Corkscrew. Toth added that current residents on River Ranch would have the opportunity to tie into the lines with extensions from their homes to the street. A resident asked about water management to control runoff from the property and was told that a satisfactory water management plan must be approved to obtain a development order.

When asked about the difference in projected traffic counts on River Ranch Road between the two site plans, Gress replied that there is very little difference between the single family home and multi-family unit plans. Resident concerns about traffic on two-lane River Ranch were shared by the Panel which favors its widening.

A general preference for aesthetics and compatibility with the current character of River Ranch Road was given to the single family home concept although it was acknowledged that the community would be adjacent to the larger multi–family units in the proposed Mid Towne Estero development to the site's east. Gress added that setbacks and landscaping to a multi-unit site could add an attractive feature to River Ranch. The Panel commended nearby residents and Gress for agreeing to meet and discuss the project in a neighborhood meeting.

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

Developer Presentation - Bella Terra CPD :

Mike Roeder of Knott, Consoer, Ebelini, Hart & Sweet and Wayne Robinson, landscape architect for Genus Loci Studio presented revised landscaping plans and graphics for a reduced setback from Corkscrew Road from 75 to 25 feet. Robinson explained that an undulating two to three foot "Enhanced Type B Buffer" is planned for the site exceeding the required number of trees, requiring all native plantings, substituting plantings for sod on parking lot islands, requiring all buffering trees to be at least 16 feet high and all interior trees 14 feet. The Panel expressed satisfaction with the improved landscaping proposals.

Noethlich asked if the developer would be agreeable to a square footage cap on the largest retail property in the development. Roeder replied that 50,000 square feet would be ample and the developer would agree to review the requested list of uses. Lienesch added that the Panel will also review the list for its recommendations.

Administrative Amendment - Corkscrew Woodlands RPD:

Tracy Bean of Bean, Whitaker, Lutz & Hareh appeared for the Island Club at Corkscrew Woodlands Homeowners Association which seeks to allow reduced setbacks and building separation that will bring units with building attachments and adjacent patios within code. There are currently over 200 code violations in the community. Bean said that the request is the result of five years' argument and confusion among the county, developer and homeowners'

association. The Panel gave the Administrative Amendment its complete endorsement.

Panel Issues -

Bonita Health Center Signage:

Lienesch reported that a letter has been sent to Bonita Health Center regarding its Urgent Care Signage on the east side of US 41 south of Coconut Road which has drawn complaint from the Panel, the Estero Design Review Committee and many residents. No response has been forthcoming.

Noethlich Replacement:

Lienesch reported no progress in replacing the retiring Noethlich.

Sunshine Law Interpretation:

Lienesch reviewed an email that John Goodrich had received from assistant county attorney John Fredyma that states that, as we are NOT appointed to become or serve in an advisory capacity to the Board of County Commissioners, two or more Panel members can meet with developers or other interested parties outside Panel meetings without violating Florida Sunshine Laws.

Funding:

A general discussion occurred regarding funding. Regarding advertising of meetings, MacNellis suggested a flyer be posted in the Community Park building. Noethlich said that one of the provisions for Lee county funding was advertising Panel meetings in at least one newspaper. DeLisi recommended pursuing a county grant to rewrite signage regulations.

Toth: Motion to adjourn. DeLisi: Second. Motion passed unanimously. Meeting adjourned at 8:32 PM.

NEXT MEETING: 6 PM, MONDAY, NOVEMBER 17th, ESTERO COMMUNITY PARK

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

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EXHIBIT E

EXISTING SITE DATA – APPROVED Z-94-047 & Z-96-023

1. TOTAL AREA = 55.35 AC+/- 2,411,046 SF+/-
2. WETLAND AREA = 8.7 AC+/- 378,972 SF+/- (6.8 AC+/-WEST & 1.9 AC+/- EAST)
3. LAKE AREA = 10.25 AC+/- 446,490 SF+/-
4. IMPERVIOUS AREA = 15.3 AC+/- 667,225 SF+/-
5. OPEN SPACE = 33.21 AC+/- 1,446,921 SF+/- (60%)
6. LEE PLAN DESIGNATION – URBAN COMMUNITY – 6 U/AC
7. EXISTING ZONING – RPD
8. MAXIMUM BUILDING HEIGHT – 35 FEET OR 3 STORIES ABOVE FINISH FLOOR GRADE
9. DENSITY – 320 UNITS/5.8 U/AC APPROVED . 250 LOTS EXISTING – 4.5 U/AC

SCHEDULE OF DEVIATIONS – APPROVED IN Z-94-0047 – NONE

SCHEDULE OF DEVIATIONS – APPROVED IN Z-96-023

1.A. DEVIATION FROM LDC SECTION 34-2194(3)(B) TO ALLOW A ZERO FOOT SETBACK FROM A WATER BODY PROVIDED A FENCE OR OTHER ACCEPTABLE SAFETY DEVICE IS PROVIDED ALONG THE EDGE OF THE POOL DECK IN THE RECREATIONAL AREA.
2. A DEVIATION FROM LDC SECTION 34-935(C)(2) TO ALLOW THE INTERNAL ROAD OR STREET TO BE SET BACK FIVE (5) FEET FROM THE NORTH AND NORTHEAST PERIMETER PROPERTY LINE AS SHOWN ON THE MASTER CONCEPT PLAN.
3. A DEVIATION FROM LDC SECTION 34-935(B)(2)(A) TO ALLOW A TEN (10) FOOT STRUCTURAL SETBACK FROM THE SOUTHERN PERIMETER PROPERTY LINE.

PROPOSED SITE DATA

1. TOTAL AREA = 55.19 AC+/- 2,404,130 SF+/-
2. WETLAND AREA = 8.7 AC+/- 378,972 SF+/- (6.8 AC+/-WEST & 1.9 AC+/- EAST)
3. LAKE AREA = 9.34 AC+/- 406,730 SF+/-
4. IMPERVIOUS AREA = 28.05 AC+/- 1,221,811 SF+/-
5. OPEN SPACE = 17.58 AC+/- 765,761 SF+/- PLUS LAKE CREDIT OF 5.52 AC+/- 240,413 SF± = 23.10 AC+/- 765,761 SF+/- + 240,413 SF± = 1,006,174 SF± OR 23.10 ACRES/55.19 ACRES=41.85%

THEREFORE THE PROPOSED OPEN SPACE EXCEEDS REQUIREMENTS OF 40%

AMENDED SITE DEVELOPMENT STANDARDS

1. MINIMUM LOT AREA:
   A. PRINCIPAL LOT – 2,200 SF
      WIDTH – 35 LF
      DEPTH – 60 LF
   B. ACCESSORY LOT (VARIES) – 194+/- SF (MIN)
      WIDTH – VARIES
      DEPTH – VARIES
2. MINIMUM SETBACKS:
   A. PRINCIPAL STRUCTURE (UNDER ROOF)
      1) PERIMETER BOUNDARY – NORTH – 5 LF
         EAST – 25 LF
         SOUTH – 0 LF PHASES IV & VI-A; 2.5 LF PHASE III
         WEST – 10 LF TO WEST BOUNDARY LINE
      2) CORKSCREW WOODLANDS BOULEVARD – 0 FEET
         SANCTUARY DRIVE – 17 FEET
         (REAR OF STRUCTURE TO RIGHT-OF-WAY)
      3) INTERIOR ROADS
         UNIT W/GARAGE – 15 LF
         UNIT W/CARPORT – 20 LF
      4) LAKE – 0 LF FROM CONTROL ELEVATION OF +13.0 FEET MSL (NGVD 1929)
      5) WETLAND – 0 LF TO DEVELOPMENT LIMITS
         APPROVED IN A.C.O.E. PERMIT NO. 199200942(IP-KC)
      6) MINIMUM SEPARATION BETWEEN PRINCIPAL STRUCTURES – 10 LF
      7) SIDE YARD – 1.0 LF & 9.0 LF
      8) REAR YARD – 0 LF
   B. ACCESSORY STRUCTURES:
      1) PRIVATE STREET (INCLUDES CORKSCREW WOODLANDS BLVD AND SANCTUARY DR) – 0 LF
      2) LAKE – 0 LF FROM CONTROL ELEVATION +13.0'
      3) SIDE YARD – 0 LF
      4) REAR YARD – 0 LF – EXISTING; REAR YARD FOR PROPOSED ACCESSORY STRUCTURES –VARIES–MAXIMUM 10 FEET FROM THE REAR BOUNDARY OF THE PRINCIPAL LOT LINE
3. STREETS:
   ONE-WAY – 20' RIGHT-OF-WAY WITH 11' PAVEMENT
   TWO-WAY – 30' RIGHT-OF-WAY WITH 20' PAVEMENT

Z-94-047; AAPD 95-005
AAPD 96-009
95-02-072.12L

Z-96-023
98-01-170.12L

CORKSCREW WOODLANDS BLVD. TO CORKSCREW ROAD

CPD VACANT

RECREATION AREA

INTERSTATE - 75

WESTERLY RIGHT-OF-WAY

PH. I, PH. II, PH. III, PH. IV, PH. V, PH. V-A, PH. VI-A, PH. VI-B, PH. VII, PH. VIII, PH. VIC

THE ISLAND CLUB AT CORKSCREW WOODLANDS PHASE VII (P.B. 69 PGS. 23-24)

THE ISLAND CLUB AT CORKSCREW WOODLANDS PHASE VIII (P.B. 69 PGS. 66-67)

THE ISLAND CLUB AT CORKSCREW WOODLANDS PHASE VIA AND VIB (P.B. 67 PGS. 56-57)

13' CONTOUR

13' CONTOUR (N.G.V.D. 1929) (CONTROL ELEVATION)

PLATTED LOT LINE

ACCESSORY LOT LINE

LAKE (MANMADE/NON-TIDAL)

WETLAND PRESERVE AREA

EASEMENT AGREEMENT IN O.R. 1803, PG. 2677 (PARCEL D-1) BETWEEN CORKSCREW WOODLANDS, LTD.(GRANTOR) & FREDERIC TRUST #3 (GRANTEE) WETLAND EASEMENT TO BENEFIT BOTH GRANTOR AND GRANTEE DATED 09-11-1985 (NOT A JURISDICTIONAL LINE)

CORKSCREW WOODLANDS PHASE IV (P.B. 42 PGS. 10-12)

THE ISLAND CLUB AT CORKSCREW WOODLANDS PHASE IV (P.B. 61 PG. 81)

RV-3 CORKSCREW WOODLANDS RV PARK

SANCTUARY DRIVE

CPD VACANT

RPD

DENOTES PHASE NUMBER & SHEET IDENTIFICATION FOR ENCROACHMENT DETAIL SHEET

S90°00'00"E 492.82'
N00°00'00"E 916.51'
S22°10'48"E 209.05'
S15°29'23"E 630.08'
S19°33'22"W 469.59'
S47°45'47"W 285.16'
S87°59'15"W 1242.00'
N75°43'27"W 21.25'
S90°00'00"E 700.00'
N00°00'00"E 800.00'
N00°41'07"W 560.00'
S72°58'54"W 215.75'
N81°56'12"E 291.39'
S89°15'53"W 372.63'
N89°00'00"W 104.29'
N89°00'00"W 200.00'
N85°53'36"W 192.29'
S22°10'48"E 209.05'

ALICO RD, ALICO BLVD, PARK RD, US 41, DANIELS PKWY, DANIELS BLVD EAST, SAN CARLOS BLVD, CORKSCREW ROAD, THREE OAKS PKWY, I-75, BROADWAY RD, CORKSCREW RD, SUBJECT PARCEL, COCONUT RD

LOCATION SKETCH
SCALE: N.T.S.

PARK N

200' 0 200' 400'
GRAPHIC SCALE IN FEET

KEY / ABBREVIATIONS
△ = DEVIATION NUMBER
P.B. = PLAT BOOK
PG. = PAGE
PH. = PHASE
R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORD BOOK, PUBLIC RECORDS LEE COUNTY, FLORIDA

RECEIVED
OCT 30 2008

SCHEDULE OF DEVIATIONS △

ADD 2008-00153

SCHEDULE OF DEVIATIONS

1. A DEVIATION FROM THE REQUIREMENT OF SECTION 26-71(D)(2) LDC SETBACKS FOR: A) MARGINAL DOCKS FROM 10 FEET TO 0 FEET; B) ALL OTHER DOCKS FROM 25 FEET TO 5 FEET.
2. A DEVIATION FROM THE REQUIREMENT OF SECTION 26-73(2) THAT FISHING PIERS OR OBSERVATION DECKS MUST BE CONSTRUCTED TO PROVIDE ACCESS WALKWAYS AND TERMINAL PLATFORMS AT 5 FEET ABOVE MEAN HIGH WATER TO ALLOW SUCH PLATFORMS THAT ARE EXISTING TO BE A MINIMUM OF 3.0 FEET ABOVE AVERAGE HIGH WATER OF THE NON-TIDAL MANMADE LAKE.
3. A DEVIATION FROM THE REQUIREMENT OF SECTION 26-73(L) LDC THAT FISHING PIERS OR OBSERVATION DECKS BE DESIGNED TO PROHIBIT LAUNCHING AND MOORING OF WATERCRAFT TO ALLOW LAUNCHING AND MOORING OF NON-MOTORIZED WATERCRAFT.
4. A DEVIATION FROM THE SECTION 10-254(A) REQUIREMENT THAT ALL LOT DIMENSIONS AND AREAS SHALL COMPLY WITH THE MINIMUM REQUIREMENTS OF CHAPTER 34 TO ALLOW SMALL ACCESSORY LOTS IN ISLAND CLUB AT CORKSCREW WOODLANDS AND PROPERTY ABUTTING THE EXTERIOR AND INTERIOR PERIMETER OF EACH CIRCLE TO BE AS DEPICTED IN THE MASTER CONCEPT PLAN UNDER "AMENDED SITE DEVELOPMENT STANDARDS" AND "TYPICAL DETAIL".
5. A DEVIATION FROM THE SECTION 34-1174(A) REQUIREMENT THAT ACCESSORY USES, BUILDINGS OR STRUCTURES MUST BE LOCATED ON THE SAME PREMISES ? AS THE PRINCIPAL USE TO ALLOW ACCESSORY USES, BUILDINGS AND STRUCTURES TO BE LOCATED ON SEPARATE ABUTTING ACCESSORY LOTS AS DEPICTED ON THE MASTER CONCEPT PLAN.
6. A DEVIATION FROM SECTION 10-291(1) THAT STATES THE DEVELOPMENT MUST BE DESIGNED SO AS NOT TO CREATE REMNANTS AND LANDLOCKED AREAS UNLESS THOSE AREAS ARE ESTABLISHED AS COMMON AREAS TO ALLOW ACCESSORY LOTS TO BE CREATED BY PLAT THAT WILL BE IMMEDIATELY ADJACENT AND CONTIGUOUS TO THE PRINCIPAL LOTS IN ISLAND CLUB AT CORKSCREW WOODLANDS. EACH ACCESSORY LOT WILL BE ATTACHED CONTIGUOUS TO ITS ADJACENT PRINCIPAL LOT.
7. A DEVIATION FROM SECTION 10-291(2) THAT STATES ALL DEVELOPMENT MUST ABUT AND HAVE ACCESS TO A PUBLIC OR PRIVATE STREET DESIGNED AND CONSTRUCTED OR IMPROVED TO MEET THE STANDARDS IN SECTION 10-296 TO ALLOW THE PROPOSED ACCESSORY LOTS TO BE PLATTED WITHOUT BENEFIT OF DIRECT ACCESS UNTIL RECORDING OF THE PLAT ALLOWS FOR "ATTACHMENT" TO THE ADJACENT CONTIGUOUS PRINCIPAL LOT BY SEPARATE DEED.
8. A DEVIATION FROM SECTION 34-1173(B)(1) THAT STATES ANY ACCESSORY BUILDING OR STRUCTURE WHICH IS STRUCTURALLY A PART OF THE PRINCIPAL BUILDING SHALL COMPLY IN ALL RESPECTS WITH THE REGULATIONS FOR A PRINCIPAL BUILDING TO ALLOW EXISTING AND PROPOSED ROOFED SCREEN ROOMS TO MEET THE SETBACKS FOR ACCESSORY STRUCTURES DEPICTED ON THE FACE OF THE MASTER CONCEPT PLAN.
9. A DEVIATION FROM THE SECTION 10-259 REQUIREMENT THAT NO BUILDING OR STRUCTURE SHALL BE PLACED IN EASEMENTS WHERE PLACING A BUILDING OR STRUCTURE IN THE EASEMENT IS CONTRARY TO THE TERMS OF THE EASEMENT OR INTERFERES WITH THE USE OF THE EASEMENT TO ALLOW EXISTING ACCESSORY STRUCTURES WITHIN AREAS THAT ARE DESIGNATED AS DRAINAGE AND PUBLIC UTILITY EASEMENTS ON THE PLATS.
10. A DEVIATION FROM THE REQUIREMENT OF SECTION 10-328(B) LDC THAT ? CLOSED DRAINAGE EASEMENTS MUST BE A MINIMUM OF 15 FEET WIDE FOR PIPES THAT ARE 48 INCHES OR LESS IN DIAMETER TO ALLOW A 5 FOOT WIDE EASEMENT OVER EXISTING PIPES BETWEEN AISLES.
11. A DEVIATION FROM THE REQUIREMENTS OF SECTION 10-399(4) LDC THAT THE BANKS OF EXCAVATIONS PERMITTED UNDER THIS SECTION MUST BE SLOPED AT A RATIO NOT GREATER THAN 4:1 TO ALLOW A MINIMUM 2:1 SLOPE.
12. A DEVIATION FROM SECTION 10-415(B)(1)A LDC THAT REQUIRES LARGE DEVELOPMENTS WITH EXISTING NATIVE VEGETATION COMMUNITIES TO PROVIDE 50% OF THEIR OPEN SPACE PERCENTAGE REQUIREMENT THROUGH ONSITE PRESERVATION OF EXISTING NATIVE VEGETATION COMMUNITIES TO ALLOW THE EXISTING FORESTED PORTIONS OF THE SITE, INCLUDING THE WETLAND PRESERVE, TO BE MAINTAINED FREE OF EXOTICS AND CONTINUE TO FUNCTION AS UNDISTURBED OPEN SPACE WITHIN THE ISLAND CLUB DEVELOPMENT.

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

APPROVED
Amendment to
Master Concept Plan
Subject to Case # ADD2008-00153
Date 4/9/09

GENERAL NOTES:

1. UTILITY LOCATIONS AND EASEMENTS MAY BE WITHIN THE RIGHTS-OF-WAY. UTILITY SERVICE IS IN PLACE PROVIDED BY LEE COUNTY UTILITIES, INC.
2. BOULEVARD AND PRIVATE STREET DESIGN BASED ON APPROVED DEVELOPMENT PLAN OF CORKSCREW WOODLANDS RV LANDOMINIUM ON FILE AT LEE COUNTY COMMUNITY DEVELOPMENT.
3. EXISTING CORKSCREW WOODLANDS BOULEVARD FUNCTIONS AS AN ACCESS STREET TO ADJOINING PROPERTY.
4. STORM WATER MANAGEMENT SYSTEM TO BE MAINTAINED IN CONFORMANCE WITH SOUTH FLORIDA WATER MANAGEMENT DISTRICT PERMIT NO. 36-00338-S AND ALL SUBSEQUENT MODIFICATIONS, CONDITIONS AND LIMITING CONDITIONS.
5. THE TOTAL PARCEL – 179.21 ACRES – RECEIVED A VESTING DETERMINATION (VR-85-06-21) JUNE 16, 1985 FOR 960 SITES.
6. THIS REZONING DOES NOT "GRANDFATHER" OR LEGALIZE ANY CODE VIOLATIONS NOT SPECIFICALLY CORRECTED BY THE APPROVAL OF THE DEVIATIONS AND AMENDED SITE DEVELOPMENT STANDARDS INCLUDED IN THE APPLICATION.
7. EXISTING RESIDENTIAL ACCESSORY STRUCTURES AS THEY RELATE TO THIS DEVELOPMENT INCLUDE PORCHES, PATIOS, DECKS, OPEN MESH SCREEN ENCLOSURES DOCKS AND PIERS.
8. STRUCTURES ATTACHED TO THE PRINCIPLE STRUCTURES BY A ROOFED PORCH, BREEZEWAY, PATIO OR SIMILAR STRUCTURES ARE CONSIDERED ACCESSORY STRUCTURES FOR THE PURPOSES OF THIS APPLICATION.
9. DEVIATIONS AND DETAIL DRAWINGS TO ABATE CODE VIOLATIONS RECORDED IN O.R. BOOK 4811 AT PAGE 4330 ARE SHOWN ON EXHIBIT "X".

LOT COUNT

PHASE I	33 LOTS
PHASE II	33 LOTS
PHASE III	32 LOTS
PHASE IV	32 LOTS
PHASE V	22 LOTS
PHASE V-A	9 LOTS
PHASE VI-A	17 LOTS
PHASE VI-B	17 LOTS
PHASE VII	24 LOTS
PHASE VIII	31 LOTS
TOTAL	250 LOTS

SCHEDULE OF USES

–ADMINISTRATIVE OFFICE
–DWELLING UNIT – SINGLE FAMILY RESIDENTIAL, CONVENTIONAL
–ACCESSORY USES: BUILDINGS AND STRUCTURES INCLUDING PORCHES, PATIOS – (OPEN OR ENCLOSED), DECKS, OPEN MESH SCREEN ENCLOSURES, DOCKS, PIERS AND STRUCTURES ATTACHED TO THE PRINCIPLE STRUCTURE BY A PAN ROOFED PORCH, BREEZEWAY, PATIO OR SIMILAR STRUCTURE.
–REAL ESTATE SALES OFFICE – TEMPORARY
–RECREATION FACILITIES – PRIVATE ON-SITE
–ESSENTIAL SERVICES
–ESSENTIAL SERVICE FACILITIES – GROUP I

STATUS

ISLAND CLUB AT CORKSCREW WOODLANDS HOMEOWNERS ASSOCIATION, INC.
2460 CORKSCREW BOULEVARD
ESTERO, FLORIDA 33928

CORKSCREW WOODLANDS RPD
AMENDMENT TO MASTER CONCEPT PLAN
Z-94-047 & Z-96-023
SECTION 35, T 46S, R 25E, LEE COUNTY, FLORIDA

Bean, Whitaker, Lutz & Kareh, Inc.
CONSULTING ENGINEERS – SURVEYORS AND MAPPERS – PLANNERS
13041 McGREGOR BLVD., SUITE 1, FORT MYERS, FL 33919 (239) 481-1331
AUTHORIZATION NUMBER: EB4919

DRAFTING BY: SCW
DESIGNED BY: SCW
APPROVED BY: TRACY BEAN
PROJECT NUMBER: 285992
DATE: SEPTEMBER 29, 2008
SCALE: 1" = 200'

MASTER CONCEPT PLAN

SHEET 1 OF 1

FILE: 35-46-25

EXHIBIT F

ESTERO FIRE RESCUE

Mr. Steven P. Kushner, Esq.
Becker & Poliakoff
Becker & Poliakoff Building
14241 Metropolis Avenue, Suite 100
Fort Myers, Florida 33912
February 26, 2008

Mr. Kushner,

Estero Fire Rescue is in receipt of your letter dated February 7, 2008 and after reading the letter we re-visited the property in question and had a meeting with Mr. Ted Figurelle.

During the meeting we discussed the points stated in your letter and informed Mr. Figurelle that in regards to the District asserting any right, authority or jurisdiction to determine compliance with the National Fire Protection Codes, the Florida Statutes and Florida Fire Prevention Code does not allow the District to include single family residences during any review of documents for Improvement.

The District still has the concern of the closeness of the structures in regards to firefighter access to the rear of some of the properties and we strongly recommend that the 10 foot separation be maintained.

Please contact me at 590-8043 if we can be of any further service.

Sincerely Yours,

Gerald Van Gelder

Gerald Van Gelder
Plans Examiner

cc: Ted Figurelle, President
File

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

EXHIBIT G

W. Dexter Bender & Associates, Inc.

Environmental & Marine Consultants

dexbender@dexbender.com

4470 Camino Real Way, Suite 101
Fort Myers, Florida 33966
(239) 334-3680 Phone
(239) 334-8714 Fax

20101 Peachland Blvd., #207
Port Charlotte, Florida 33954
(941) 255-1462 Phone
(941) 625-4532 Fax

September 29, 2008

Ms. Pamela Houck
Lee County Department of Community Development
PO Box 398
Fort Myers, FL 33902

RE: Corkscrew Woodlands – Compliance Agreement

Dear Ms. Houck:

As discussed during our meeting earlier this month, please find below the response to Item 2.(6) Revision of Master Concept Plan for Corkscrew Woodlands from the Compliance Agreement Regarding Island Club At Corkscrew Woodlands, dated March 18, 2005.

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

Item 2.(6) "Documentation, subject to approval of environmental sciences, addressing the environmental impacts to wetlands, preservation areas, open space, invasive exotic removal and littoral plantings."

Response: A site inspection was conducted September 2008 by W. Dexter Bender & Associates, Inc. to determine current site conditions as they pertain to the wetlands and preservation areas at Corkscrew Woodlands. The information provided below is based upon The Island Club at Corkscrew Woodlands Phases 4, 5, 6, 7 & 8 Open Space/Landscape Plan as prepared by Southwest Engineering, the Survey Plat and Corkscrew Woodlands preliminary survey information provided by Bean, Whitaker, Lutz and Kareh (BWLK).

- In regards to the preserve area shown on the survey plat, this area consists primarily of forested wetlands in which invasive exotic vegetation including melaleuca and Brazilian pepper are also present.

  A small area defined as "land" in back of Lot 154 on the BWLK preliminary survey is present within the preserve area and appears to be an expansion of the backyard of that lot. The rest of the preserve area appears to be in a natural state with the exception of the presence of exotic vegetation.

- The forested portions of the site located within the open space areas consist primarily of pine and palmetto flatwoods in which Brazilian pepper and melaleuca are also present.

- As shown on the BWLK preliminary survey information, the location of backyard structures including patios, decks, pavers, ect., located outside of the numbered lots has been delineated. The areas at the back of each lot located around the lake consist of upland fill and maintained yards with either a rock riprap or steeply sloped mowed upland bank which slopes downward to the edge of the lake. The back of the lots on the rest of the site are also uplands.

- There are areas in back of Lots 30, 53, 113, and 119 labeled as pavers, land or concrete that are located outside of the lots and within the open space area as shown on the survey plat as well.

- No littoral plantings were shown as being required on the Open Space/ Landscape Plan information as provided by Lee County. No littoral plantings were in evidence on the lake shore.

- Item 7 of the General Notes on the Open Space/Landscape Plan requires that the open space shall maintain open space free of invasive exotic species in perpetuity (See attached). It appears that these have not been maintained for the presence of exotic invasive species and will require spot maintenance for the removal of exotic vegetation.

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

If you have any questions or need any additional information, please contact me at (239) 334-3680 or email at plewis@dexbender.com.

Sincerely,

W. Dexter Bender & Associates, Inc.

Parke Lewis
Biologist

Enclosure

EXHIBIT H

Prepared By And To Be Returned To:
Steven P. Kushner, Esq.
Becker & Poliakoff, P.A.
14241 Metropolis Avenue
Fort Myers, FL 33912

INSTR # 2008000255939, Pages 14
Doc Type RES, Recorded 09/26/2008 at 02:18 PM,
Charlie Green, Lee County Clerk of Circuit Court
Rec. Fee $120.50
Deputy Clerk CKELLER
#1

AGREEMENT TO MODIFY SETBACK RESTRICTIONS

(34)

This Agreement to Modify Setback Restrictions ("Agreement") is made and entered into by and among **Island Club at Corkscrew Woodlands Homeowners Association, Inc.**, a Florida not-for-profit corporation ("Island Club") and **Corkscrew Woodlands Association, Inc.**, a Florida not-for-profit corporation ("Corkscrew") formerly known as Corkscrew Woodlands the RV Landominium Association, Inc., a Florida not-for-profit corporation,

WITNESSETH:

WHEREAS, Island Club owns fee simple title to those certain parcels of real property ("Island Club Property") described in: that certain Warranty Deed from David F. Davis and Howell F. Davis, Trustees for the Frederic Trust #3, dated October 3, 2001, recorded in Official Records Book 3519, Page 1350 of the Public Records of Lee County, Florida; and that certain Warranty Deed, dated April 19, 1990, recorded in Official Records Book 3106, Page 1101, Public Records of Lee County, Florida; which parcels of real property bear the legal descriptions set forth on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Corkscrew owns fee simple title to those certain parcels of real property ("Corkscrew Property") described in: that certain Warranty Deed from Corkscrew Woodlands, Ltd., a Florida limited partnership, dated December 3, 1985, recorded in Official Records Book 1818, Page 1668 of the Public Records of Lee County, Florida; that certain Quit Claim Deed dated April 10, 1990, recorded in Official Records Book 2145, Page 1668 of the Public Records of Lee County, Florida; and that certain Quit Claim Deed dated March 2, 1988, recorded in Official Records Book 1976, Page 102 of the Public Records of Lee County, Florida; which parcels of real property bear the legal descriptions set forth on Exhibit "B" attached hereto and incorporated herein by reference; and

WHEREAS, Island Club and Corkscrew constitute the current owners of parcels of real property that are affected by the Agreement dated September 6, 1990, between Frederic Trust #3 and Corkscrew Woodlands the RV Landominium Association, Inc., recorded in Official Records Book 2182, Page 3424 of the Public Records of Lee County, Florida (the "1990 Agreement"); and

WHEREAS, the 1990 Agreement was modified by that certain Agreement recorded on February 28, 2000, in Official Records Book 3224, Page 2723 of the Public Records of Lee County, Florida ("2000 Agreement") which, among other things, reduced to ten (10) feet the boundary setback requirements for dwelling structures located on the Island Club Property ("Setback Restriction"); and

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

INSTR. 2008000255939

WHEREAS, Island Club and Corkscrew have agreed to further modify the Setback Restriction;

NOW, THEREFORE, in consideration of the covenants and undertakings set forth herein, and the benefits to be derived therefrom and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Partial Modification of Setback Requirement.

(A) Solely as to the Lots specifically identified below, the Setback Restriction is hereby terminated so that any building additions, decks, screen enclosures, or other appurtenances shall not constitute an encroachment on, or violation of the Setback Restrictions and allow encroachment of structures including, but not limited to, building additions, decks, screen enclosures, or other appurtenances, existing on the date of this Agreement. The affected Lots are as follows:

(i) Lots 79 thru 82, Island Club at Corkscrew Woodlands – Phase III, according to the plat thereof recorded in Plat Book 59, Page 85 et seq., of the Public Records of Lee County, Florida;

(ii) Lots 123 thru 129, Island Club at Corkscrew Woodlands – Phase IV, according to the plat thereof recorded in Plat Book 61, Page 81 et seq., of the Public Records of Lee County, Florida;

(iii) Lots 169 and 170, Island Club at Corkscrew Woodlands – Phase VIA and VIB, according to the plat thereof recorded in Plat Book 67, Page 56 et seq., of the Public Records of Lee County, Florida; and

(iv) Lots 17 thru 21, Block I, Corkscrew Woodlands – Phase Two – Section A, according to the plat thereof recorded in Plat Book 35, Page 96 et seq., of the Public Records of Lee County, Florida; and

(v) Lots 14 thru 17, Block K, Corkscrew Woodlands – Phase Two – Section A, according to the plat thereof recorded in Plat Book 35, Page 96 et seq., of the Public Records of Lee County, Florida; and

(vi) Lots 12 thru 14, Corkscrew Woodlands – Phase Four, according to the plat thereof recorded in Plat Book 42, Page 10 et seq., of the Public Records of Lee County, Florida.

4. Severability. The invalidation of any of the provisions contained in this Agreement, or the application thereof to any party hereto under any set of circumstances, by any court of

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

competent jurisdiction shall in no way affect the validity of any of the other provisions hereof or the application thereof to any other party hereto under any other set of circumstances, and the same shall remain in full force and effect.

5. Amendment. This Agreement may not be amended or modified, altered or changed in any respect except by further agreement in writing duly executed by the parties hereto.

6. Captions; Construction. The heading and captions contained herein are for convenience and reference only and in no way define, limit, or describe the scope or the intent of this Agreement.

7. Applicable Law. The validity of this Agreement and all of its terms and provisions, as well as rights and duties of the parties hereunder, shall be interpreted and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto, by and through their authorized officers, have executed this agreement this 12 day of SEPT 2008.

WITNESSES (TWO) :

Carol Landes
Signature
Carol Landes
Print Name

Signature
Printed Name

"ISLAND CLUB"

ISLAND CLUB AT CORKSCREW WOODLANDS HOMEOWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: _____
Theodore Figurelle, President

"CORKSCREW"

Signature
Timothy D. Fisher
Print Name

Cathy Rounds
Signature
Cathy Rounds
Printed Name

CORKSCREW WOODLANDS ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: Ronald C. Smoyer
Print Name: RONALD C. SMOYER
Title: President

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

NOTORIAL PAGE OF AGREEMENT TO MODIFY SETBACK RESTRICTIONS

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 12th day of September, 2008, by Theodore Figurelle, the President of Island Club at Corkscrew Woodlands Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is [✓] personally know to me or who has [ ] produced _____ as identification.

[SEAL]

KATRINA M. TORSKE
MY COMMISSION #DD381921
EXPIRES: DEC 27, 2008
Bonded through 1st State Insurance

Notary Public
Print Name: Katrina M. Torske
My Commission Expires: 12-27-08

The foregoing instrument was acknowledged before me this 28th day of August, 2008, by Ronald Simmons, the President of Corkscrew Woodlands Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is [✓] personally know to me or who has [ ] produced _____ as identification.

[SEAL]

Deborah Steinke
Commission # DD345676
Expires October 26, 2008

Notary Public
Print Name: Deborah Steinke
My Commission Expires: 10-26-08

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

EXHIBIT "A"

Island Club Property

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

OR B 3519 PG 1351

EXHIBIT A

ALL-STATE LEGAL

LEGAL DESCRIPTION:

IN SECTION 35, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA

STARTING AT THE SOUTHWEST CORNER OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 35; THENCE N00°44'07"W ALONG THE WEST LINE OF SAID FRACTION FOR 1,356.54 FEET TO THE SOUTHWEST CORNER OF A PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 1803 AT PAGE 2677; THENCE CONTINUE N00°44'07"W ALONG THE WEST LINE OF SAID FRACTION AND SAID PARCEL FOR 560.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE EAST ALONG THE NORTHERLY LINE OF SAID PARCEL FOR 700.00 FEET; THENCE N19°00'00"E ALONG THE NORTHWESTERLY LINE OF SAID PARCEL FOR 600.00 FEET; THENCE N68°39'00"E ALONG THE NORTHERLY LINE OF SAID PARCEL FOR 311.23 FEET TO THE CENTERLINE OF A ROADWAY EASEMENT (30 FEET WIDE) AS RECORDED IN OFFICIAL RECORD BOOK 1803 AT PAGE 2677 AND AS SHOWN ON THE RECORD PLAT OF "CORKSCREW WOODLANDS - PHASE TWO - SECTION 'A' AS RECORDED IN PLAT BOOK 35 AT PAGES 95-102, INCLUSIVE, SAID POINT BEING THE POINT OF BEGINNING, AND A POINT LYING ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1,400.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS N64°13'48"E; THENCE SOUTHEASTERLY ALONG SAID CURVE AND THE CENTERLINE OF SAID ROADWAY EASEMENT 30.00 FEET WIDE (THE SIDELINES OF SAID EASEMENT LYING 15.00 FEET EACH SIDE OF SAID CENTERLINE) THROUGH A CENTRAL ANGLE OF 22°33'12" FOR 39.48 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 400.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE AND SAID CENTERLINE THROUGH A CENTRAL ANGLE OF 34°33'09" FOR 135.98 FEET; THENCE S13°50'16"E ALONG SAID CENTERLINE FOR 1,[illegible] FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID CENTERLINE THROUGH A CENTRAL ANGLE OF 55°54'11" FOR 183.43 FEET; THENCE S42°03'55"W ALONG SAID CENTERLINE FOR 45.87 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF [illegible] FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID CENTERLINE THROUGH A CENTRAL ANGLE OF 52°27'[illegible] FOR 187.61 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 206.64 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID CENTERLINE THROUGH A CENTRAL ANGLE OF 52°31'43" FOR 187.61 FEET; THENCE S42°08'08"W ALONG SAID CENTERLINE FOR 35.56 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID CENTERLINE THROUGH A CENTRAL ANGLE OF 52°32'[illegible]W FOR 185.49 FEET TO A POINT OF COMPOUND CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 630.22 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE AND SAID CENTERLINE THROUGH A CENTRAL ANGLE OF 12°24'37" FOR 136.51 FEET TO THE SOUTH LINE OF SAID PARCEL RECORDED IN OFFICIAL RECORD BOOK 1803 AT PAGE 2677; THENCE S71°35'[illegible]E ALONG SAID SOUTH LINE FOR 300.00 FEET; THENCE N87°59'15"E ALONG SAID SOUTH LINE FOR 265.18 FEET; THENCE EAST ALONG SAID SOUTH LINE FOR 242.00 FEET; THENCE N[illegible]°18'47"E ALONG SAID SOUTH LINE FOR [illegible] FEET TO THE NORTHWEST CORNER OF CORKSCREW WOODLANDS - PHASE IV AS RECORDED IN PLAT BOOK 42 AT PAGES 10-12 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S89°[illegible]E ALONG THE NORTHERLY LINE OF SAID SUBDIVISION FOR 192.29 FEET; THENCE S[illegible]E ALONG SAID SUBDIVISION FOR 49.05 FEET; THENCE N70°33'22"E ALONG THE NORTHERLY LINE OF SAID SUBDIVISION FOR 409.59 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF I-75; THENCE S19°26'38"E ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 832.08 FEET; THENCE N21°19'46"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 209.25 FEET; THENCE N25°26'01"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 202.26 FEET; THENCE N25°59'09"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 63.30 FEET TO THE NORTHEAST CORNER OF SAID PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 1803 AT PAGE 2677; THENCE WEST ALONG THE NORTHERLY LINE OF SAID PARCEL FOR 492.82 FEET; THENCE S63°[illegible]W ALONG SAID NORTHERLY LINE FOR 605.26 FEET TO THE POINT OF BEGINNING CONTAINING [illegible] ACRES, MORE OR LESS.

LESS AND EXCEPT

PARCEL "C"

A PARCEL OF LAND SITUATED IN SECTION 35, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER RADIUS POINT OF THE ISLAND CLUB AT CORKSCREW WOODLANDS PHASE IV, AS RECORDED IN PLAT BOOK 61, PAGE 81 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE SOUTH 77°58'59" WEST ALONG THE CENTERLINE EXTENSION OF SAN TROPEZ CIRCLE AND ENTRANCE TO SAID SUBDIVISION, A DISTANCE OF 250.84 FEET TO A POINT ON THE CENTERLINE OF CORKSCREW WOODLANDS BOULEVARD (30 FEET WIDE), SAID POINT ALSO BEING ON A CURVE; THENCE SOUTHERLY ALONG SAID CENTERLINE AND CURVE TO THE LEFT, HAVING A RADIUS OF 630.22 FEET, WHICH RADIUS POINT BEARS NORTH 79°31'22" EAST, A CENTRAL ANGLE OF 08°29'40", AN ARC DISTANCE OF 93.43 FEET TO THE POINT OF BEGINNING OF SAID PARCEL OF LAND; THENCE SOUTH 75°48'27" EAST, A DISTANCE OF 91.27 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE EASTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 210.39 FEET, WHICH RADIUS POINT BEARS NORTH 38°54'38" EAST, A CENTRAL ANGLE OF 59°56'51", AN ARC DISTANCE OF 220.12 FEET TO A POINT; THENCE SOUTH 08°16'34" WEST, A DISTANCE OF

THIS RESOLUTION ADDED 2006-001505
SUPERSEDED BY AMENDED RESOLUTION
(ADD2008-015) DATED 3-5-2008

EXHIBIT A
ALL-STATE LEGAL

17.09 FEET TO A POINT ON THE SOUTH LINE OF A PARCEL OF LAND RECORDED IN O.R. 1803, PAGE 2477 OF THE PUBLIC RECORDS OF LEE COUNTY FLORIDA; THENCE NORTH 75°45'27" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 176.75 FEET TO A POINT ON SAID CENTERLINE OF CORKSCREW WOODLANDS BOULEVARD, SAID POINT ALSO BEING ON A CURVE; THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 630.23 FEET, WHICH RADIUS POINT BEARS NORTH 67°06'45" EAST, A CENTRAL ANGLE OF 03°54'07", AN ARC DISTANCE OF 43.07 FEET TO THE POINT OF BEGINNING. CONTAINING 0.12 ACRES.

LESS AND EXCEPT:

THE ISLAND CLUB AT CORKSCREW WOODLANDS PHASE IV AS RECORDED IN PLAT BOOK 61 AT PAGE 81 IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA CONTAINING 2.94 ACRES, MORE OR LESS.

LESS AND EXCEPT:

THE ISLAND CLUB AT CORKSCREW WOODLANDS PHASE V AS RECORDED IN PLAT BOOK 63 AT PAGE 62 IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. CONTAINNG 2.93 ACRES, MORE OR LESS

LESS AND EXCEPT:

THE ISLAND CLUB AT CORKSCREW WOODLANDS PHASE VIA AND VIB AS RECORDED IN PLAT BOOK 67 AT PAGE 56-57 IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. CONTAINING 4.15 ACRES MORE OR LESS.

LESS AND EXCEPT:

THE ISLAND CLUB AT CORKSCREW WOODLANDS PHASE VI AS RECORDED IN PLAT BOOK 69 PAGE 23 IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA CONTAINING 2.524 ACRES, MORE OR LESS

LESS AND EXCEPT:
THE ISLAND CLUB AT CORKSCREW WOODLANDS PHASE VII AS RECORDED IN PLAT BOOK 69 AT PAGE 66 IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. CONTAINING 2.91 ACRES MORE OR LESS.

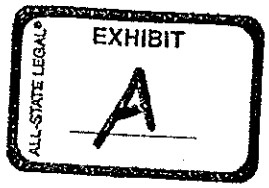
THE NET ACREAGE FOR THE INTENDED PARCEL OF LAND WITH THE EXCEPTIONS FOR PARCEL 'D' AND THE ISLAND CLUB AT CORKSCREW WOODLANDS PHASES I THROUGH VIII IS 18.76 ACRES MORE OR LESS

SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 5-5-2010

DONALD D. SMITH, P.S.M.
FLORIDA REGISTRATION NO. 4078
DATE SIGNED: 10-24-01

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER.



A tract or parcel of land situated in the State of Florida, County of Lee, lying in Section 35, Township 46 South, Range 25 East and further bounded and described as follows:

Starting at the Southwest corner of the East Half (E½) of the Southwest Quarter (SW¼) of said Section 35. THENCE N00°44'07"W along the West line of said fraction for 1,366.54 feet to the Southwest corner of a parcel described in Official Record Book 1803 at Page 2677 and the POINT OF BEGINNING; THENCE continue N00°44'07"W along the West line of said fraction and said parcel for 560.00 feet to the Northwest corner or said parcel; THENCE East along the Northerly line of said parcel for 700.00 feet; THENCE N19°00'00"E along the Northwesterly line of said pacel for 900.00 feet; THENCE N68°30'00"E along the Northerly line of said parcel for 311.23 feet to the centerline of a roadway easement (30 feet wide) as recorded in Official Record Book 1803 at Page 2677 and as shown on the record plat of Corkscrew Woodlands - Phase Two - Section A as recorded in Plat Book 35 at Pages 96-102, inclusive, said point being on a curve concave to the Northeast having a radius of 100.00 feet and to which point a radial line bears S64°13'46"W; THENCE Southeasterly along said curve and the centerline of said roadway easement 30.00 feet wide (the sidelines of said easement lying 15.00 feet each side of said centerline) through a central angle of 22°37'12" for 39.48 feet to a POINT OF REVERSE CURVE concave to the Southwest having a radius of 225.46 feet; THENCE Southeasterly along said curve and said centerline through a central angle of 34°33'09" for 135.96 feet; THENCE S13°50'16"E along said centerline for 115.99 feet to the beginning of a curve concave to the Northwest having a radius of 180.00 feet; THENCE Southwesterly along said curve and said centerline through a central angle of 55°54'11" for 183.43 feet; THENCE S42°03'55"W along said centerline for 45.37 feet to the beginning of a curve concave to the Southeast having a radius of 204.95 feet; THENCE Southwesterly along said curve and said centerline through a central angle of 52°27'30" for 187.65 feet to a POINT OF REVERSE CURVE concave to the Northwest having a radius of 204.64 feet; THENCE Southwesterly along said curve and said centerline through a central angle of 52°31'43" for 187.61 feet; THENCE S42°08'08"W along said centerline for 53.66 feet to the beginning of a curve concave to the Southeast having a radius of 202.00 feet; THENCE Southwesterly along said curve and said centerline through a central angle of 52°36'46"W for 185.49 feet to a POINT OF COMPOUND CURVE concave to the Northeast having a radius of 630.22 feet; THENCE Southeasterly along said curve and said centerline through a central angle of 12°24'37" for 136.51 feet to the South line of said parcel recorded in Official Record Book 1803 at page 2677; THENCE S64°07'59"W along said Southerly line for 380.00 feet; THENCE S72°58'54"W along said Southerly line for 215.75 feet; THENCE S61°56'12"W along said Southerly line for 291.35 feet; THENCE S89°15'53"W along said Southerly line for 372.63 feet to the POINT OF BEGINNING:

Less the following described Real Property:
The Island Club at Corkscrew Woodlands Phase - 1, according to the map or plat thereof at Plat Book 57 Page 13 Public Records of Lee County, Florida and
The Island Club at Corkscrew Woodlands Phase - 11, according to the map or plat thereof at Plat Book 58 Page 14 Public Records of Lee County, Florida and
The Island Club at Corkscrew Woodlands Phase -111, according to the map or plat thereof at Plat Book 59 Page 85 Public Records of Lee County, Florida.

THIS RESOLUTION (ADL2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADL2008-00153A) DATED 3/5/2010

OR3106 PG1102

99 APR 20 PM 2:47
CHARLIE GREEN, CLERK
LEE COUNTY, FL

EXHIBIT "B"

Corkscrew Property

Tracts A, B, C, D, E, F, G, H, I, J, K, L and M, CORKSCREW WOODLANDS, Phase One, Plat Book 34, Pages 130-139; Tracts A, B, C, D, E, F, G, H, I, J, K and L, CORKSCREW WOODLANDS, Phase Two, Section A, Plat Book 35, Pages 96-102; Tracts A, B, C and D, CORKSCREW WOODLANDS, Phase Three, Plat Book 36, Pages 84-86; and Tracts A, B, C and D, CORKSCREW WOODLANDS, Phase Three, Section A, Plat Book 36, Pages 87-91, Public Records of Lee County, Florida

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

Bean, Whitaker, Lutz, Barnes, Inc.
FORMERLY HOWELL F. DAVIS & ASSOCIATES
CONSULTING ENGINEERS AND SURVEYORS

A Parcel of Land
Lying in
Section 35, T-46-S, R-25-E
Lee County, Florida
(Proposed Quit Claim Parcel)

A parcel of land situated in the State of Florida, County of Lee, Section 35, Township 46 South, Range 25 East, and further bounded and described as follows:

Starting at the south one quarter (S 1/4) corner of said Section 35; thence S89°51'17"W along the south line of said section for 1320.86 feet to the southwest corner of Corkscrew Woodlands Phase Three, Section A, as recorded in Plat Book 36 at Pages 87 through 91; thence N00°44'07"W along the west line of said subdivision for 1242.60 feet to the Point of Beginning; thence "east" along said subdivision for 82.06 feet to an intersection with a curve concave to the southeast having a radius of 85.00 feet and to which point a radial line bears S69°50'57"W; thence northeasterly along said curve through a central angle of 48°50'57"E for 72.47 feet; thence N79°00'00"E for 200.07 feet to the beginning of a curve concave to the northwest having a radius of 495.00 feet; thence easterly along said curve through a central angle of 23°31'15" for 203.21 feet; thence N55°28'45"E for 46.24 feet to the beginning of a curve concave to the southeast having a radius of 495.00 feet; thence easterly along said curve through a central angle of 23°31'15" for 191.03 feet to the beginning of a reverse curve concave to the northwest having a radius of 780.00 feet; thence easterly along said curve through a central angle of 14°52'01" for 202.39 feet; thence S25°52'01"E (radially) for 25.00 feet to the northerly line of Corkscrew Woodlands Phase Two, Section A, as recorded in Plat Book 35 at Pages 96 through 102, said point lying on a curve concave to the southeast having a radius of 195.00 feet and to which point a radial line bears N44°25'57"W; thence easterly along said subdivision and said curve through a central angle of 63°10'36" for 215.02 feet; thence N89°50'20"E, non-tangentially, along said subdivision for 198.88 feet to an intersection with a curve concave to the southeast having a radius of 195.00 feet and to which point a radial line bears N74°02'46"W; thence easterly along said subdivision and said curve through a central angle of 106°06'12" for 361.11 feet; thence "east", non-tangentially, along said subdivision for 51.27 feet to an intersection with a curve concave to the southeast having a radius of 195.00 feet and to which point a radial line bears S69°56'08"W; thence northerly and northeasterly

Continued. . .

EXHIBIT B

ALL-STATE LEGAL

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

OR2145 PG1669

A Parcel of Land
Lying in
Section 35, T-46-S, R-25-E
Lee County, Florida
(Proposed Quit Claim Parcel)
- Continued -

along said subdivision and said curve through a central angle of 110°03'52" for 374.59 feet; thence "east" along said subdivision for 220.00 feet to the west line of Corkscrew Woodlands Phase Four as recorded in Plat Book 42 at Pages 10 through 12; thence "north" along said subdivision for 13.62 feet to the south line of a parcel of land described in Official Records Book 1803 at Page 2677 (all the foregoing along said south line); thence "west" for 304.29 feet; thence S49°48'47"W for 253.16 feet; thence S67°59'15"W for 242.00 feet; thence N75°41'37"W for 200.00 feet; thence S64°07'59"W for 180.00 feet; thence S72°58'54"W for 215.75 feet; thence S61°56'12"W for 253.35 feet; thence S89°15'53"W for 372.63 feet to the southwest corner of said parcel; thence S00°44'07"E for 123.94 feet to the Point of Beginning.

Containing 2.93 acres, more or less.

Subject to easements, restrictions, reservations and rights-of-way of record.

Bearings are based on the record plat of Corkscrew Woodlands Phase Three, Section A, as recorded in Plat Book 36 at Pages 87 through 91.

March 15, 1990

0003795

SCW/AT
25-35.1625

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-25-2010

OR2145 PG1670

CHARLIE GREEN LEE CTY FL
90 APR 27 AM 9:47

ALL-STATE LEGAL®
EXHIBIT
B

OFF REC 1976 PG 0103

HOWELL F. DAVIS & ASSOCIATES, INC.
HFD CONSULTING ENGINEERS AND SURVEYORS
13141-8 McGREGOR BLVD., FORT MYERS, FL 33919 (813) 481-1331

Description of a Parcel of Land
Lying in Section 35, T-46-S, R-25-E
Lee County, Florida
(Corkscrew - Undeveloped)

A tract or parcel of land situated in the State of Florida, County of Lee, lying in Section 35, Township 46 South, Range 25 East, and further bounded and described as follows:

Beginning at the southwest corner of the southeast one quarter (SE 1/4) of said Section 35; thence N89°50'20"E along the south line of said southeast one quarter (SE 1/4) for 817.40 feet; thence North for 426.76 feet; thence N49°13'32"W for 221.30 feet to an intersection with a curve concave to the northeast having a radius of 196.00 feet and to which intersection a radial line bears S40°13'32"E; thence westerly, northwesterly and northerly along said curve through a central angle of 178°41'41" for 611.29 feet; thence N50°31'51"W along the extension of a radial line for 230.31 feet to an intersection with a curve concave to the northeast having a radius of 196.00 feet and to which intersection a radial line bears S50°31'51"E; thence westerly, northwesterly and northerly along said curve through a central angle of 171°55'49" for 588.16 feet; thence West along a line not tangent to said curve for 115.47 feet to the beginning of a curve concave to the northeast having a radius of 195.00 feet; thence northwesterly and northerly along said curve through a central angle of 135°34'03" for 461.39 feet; thence N25°52'01"W along a line not tangent to said curve for 28.91 feet to an intersection with a curve concave to the northwest having a radius of 780.00 feet and to which intersection a radial line bears S25°52'01"E; thence southwesterly along said curve through a central angle of 14°52'01" for 202.39 feet to a reverse curve concave to the southeast having a radius of 465.33 feet; thence southwesterly along said curve through a central angle of 23°31'15" for 191.03 feet; thence S55°28'45"W for 46.24 feet to the beginning of a curve concave to the northwest having a radius of 495.00 feet; thence southwesterly along said curve through a central angle of 23°31'15" for 203.21 feet; thence S79°00'00"W for 200.07 feet to the beginning of a curve concave to the southeast having a radius of 85.00 feet; thence southwesterly along said curve through a central angle of 48°50'57" for 72.47 feet; thence East along a line not tangent to said curve for 266.42 feet; thence South for 325.00 feet; thence S42°43'35"E for 168.00 feet; thence S13°28'40"E for 516.88 feet; thence South for 290.00 feet to an intersection with the south line of southwest one quarter (SW 1/4) of said Section 35; thence N89°51'17"E along said south line for 753.86 feet to the Point of Beginning.

Said parcel contains 38.70 acres, more or less.

Continued. . .

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

EXHIBIT B

ALL-STATE LEGAL®

David F. Davis, President, Fla. PE No. 19067, NEC Cert. No. 6005; W... Utsching, Jr., Vice President - Engineering Operations, Fla. PE No. ... Fla. PE No. 17205, III, PE No. 62-20617, Joseph Burgess, Fla. PE N... ...as, Fla. R.L.S. No. 3261, Joseph Lutz, Fla. R.L.S. No. 3515, W. Charles ...324, Richard M. Ratt, Fla. R.L.S. No. 4009 Associates Wisdom, Evans, Howard F. Davis, Founder, Fla. R.L.S. No. 1854, Ohio R.L.S. No. 4...

Description of a Parcel of Land
Lying in Section 35, T-46-S, R-25-E
Lee County, Florida
(Corksorew - Undeveloped)
- Continued -

Said parcel subject to all easements, rights-of-way and restrictions of record.

Bearings are based on the centerline survey of Interstate 75.

Dalton W. Fox, Registered
Land Surveyor No. 4414
December 7, 1987

87-250

87-101

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

ALL-STATE LEGAL

EXHIBIT

B

RECORDER'S MEMO
Legibility of Writing, Typing or Printing Unsatisfactory in this Document when received.

SKETCH TO ACCOMPANY DESCRIPTION

DESCRIPTION:

THIS IS NOT A SURVEY PLAT

RECORDED & RECORD VERIFIED

CLERK CIRCUIT COURT
LEE COUNTY, FL

(ADD RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

EXHIBIT I

THIS INSTRUMENT PREPARED BY
CHRISTOPHER N. DAVIES, ESQUIRE
Post Office Box 1460
Fort Myers, Florida 33902

37pgs
16.00

DECLARATION OF COVENANTS,

CONDITIONS, RESTRICTIONS AND RESERVATIONS

FOR

3330479

ISLAND CLUB AT CORKSCREW WOODLANDS, PHASE I

OR2631 PG0205

RLD HOMES, INC., a Florida corporation, Grantor

to

ALL PRESENT AND FUTURE OWNERS of Parcels located in Island Club at Corkscrew Woodlands, Phase I per legal description attached to and incorporated herein as Exhibit "A", Grantees

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

RECITALS

WHEREAS, the Grantor, RLD HOMES, INC., a Florida corporation, is the Owner in fee simple of that certain real property located and situated in Lee County, Florida, more particularly described in the attached Exhibit "A"; and

WHEREAS, the Grantor wishes to place certain additional covenants, conditions, easements, restrictions and reservations upon the use of the herein described property;

NOW, THEREFORE, the Grantor does hereby impose the following additional covenants, conditions, restrictions, reservations and easements upon the use of the real property described in Exhibit "A" attached hereto as follows:

DEFINITIONS

When used hereinafter, the words set forth below shall have the following meanings unless the context requires otherwise:

A. "Articles of Incorporation" means and refers to the document creating the not-for-profit Corporation known as Island Club at Corkscrew Woodlands Homeowners' Association, Inc., attached hereto as Exhibit "B" and made a part hereof.

B. "Association" means and refers to the Island Club at Corkscrew Woodlands Homeowners' Association, Inc., a not for profit Florida Corporation.

C. "Association Documents" means and refers to the Declaration of Covenants, Conditions, Restrictions and Reservations for Island Club at Corkscrew Woodlands, Phase I, the Articles of Incorporation for Island Club at Corkscrew Woodlands Homeowners' Association, Inc., and Bylaws.

D. "Board" or "Board of Directors" means and refers to the body which is responsible for the administration of the Association.

E. "Bylaws" means and refers to the Bylaws of Island Club at Corkscrew Woodlands Homeowners' Association, Inc., attached hereto as Exhibit "C" and made a part hereof.

F. "Common Area" means and refers to all real property now or hereafter owned by the Association for the common use and enjoyment of the Parcel Owners.

G. "Common Expenses" means and refers to all expenses which are properly incurred by the Association.

H. "Declaration" means and refers to this document, entitled Declaration of Covenants, Conditions, Restrictions and Reservations for Island Club at Corkscrew Woodlands, Phase I, as the same may be amended from time to time.

I. "Grantor" and "Developer" mean and refer to RLD Homes, Inc., a Florida corporation, presently having its principal place of business in Cape Coral, Florida, its successors and/or assigns of any or all of its rights under this Declaration.

J. "Institutional First Mortgagee" means and refers to the mortgagee (or its assignee) of a first mortgage upon a Parcel, which mortgagee is a bank, savings and loan Association, mortgage banker, life insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, any agency of the United States of America and the Developer. The term also refers to any holder of a first mortgage against a Parcel which mortgage is guaranteed or insured, as evidenced by a recorded instrument, by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America or by any other public or private corporation engaged in the business of guaranteeing or insuring residential first mortgage loans, and their successors and assigns.

K. "Island Club at Corkscrew Woodlands" means and refers to the residential planned unit development consisting of ninety-nine (99) single family Parcels, which development is subject to this Declaration.

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

OR2631 PG0206

L. "Members" means and refers to those persons who are entitled to membership in the Association as provided in its Articles of Incorporation and Bylaws.

M. "Owner" or "Parcel Owner" means and refers to the record Owner of fee simple title to any Parcel within Island Club at Corkscrew Woodlands, Phase I, but does not include a person having an interest in a Parcel merely as security for performance of an obligation.

N. "Parcel" means and refers, collectively or individually, to the single family homesites including any fixtures and improvements thereon which are designated by the Grantor to be used, developed and conveyed.

1. GRANTOR'S DECLARATION.

The Grantor hereby declares that all Parcels and the Common Area shall be held, conveyed, leased, mortgaged, used, occupied and improved subject to the covenants, conditions, restrictions, reservations and easements set forth in this Declaration, the Articles of Incorporation and Bylaws, all of which are for the purpose of uniformly enhancing and protecting the value and desirability of Island Club at Corkscrew Woodlands, Phase I, and which shall run with the land. The number of single-family Parcels in Phase I to be developed is ninety-nine (99) and the expenses of operation of the Association and maintenance of the Common Area improvements shall be shared by all Owners on an equal basis, namely, 1/99. If further Parcels are added or any Parcels deleted, the sharing of expenses of Association operations will change proportionately.

2. RESIDENTIAL PURPOSES.

No Parcel in Island Club at Corkscrew Woodlands, Phase I shall be used for other than single-family residential purposes, except that Parcels, or portions of Parcels, may be used by Grantor for temporary offices, sales offices or model villas. Residential purposes include single-family dwellings and attached garages.

3. LAND USE.

The Parcels in Island Club at Corkscrew Woodlands, Phase I shall be used only for single-family residential purposes.

4. ARCHITECTURAL CONTROL.

A. The Grantor intends to establish a neighborhood Association which is to be known as Island Club at Corkscrew Woodlands Homeowners' Association, Inc., (the "Association") which Association is not intended to be a condominium association as such term is defined and described in the Florida Condominium Act (Chapter 718, Florida

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3/5/2010

OR2631 PG0207

Statutes). The Association, its representatives and assigns reserve the right to approve all buildings and structures, construction, reconstruction and alteration including but not limited to plans, specifications, footings, elevations, setbacks, etc. Disapproval may be based upon either technical or aesthetic grounds including the general character of Island Club at Corkscrew Woodlands, Phase I.

B. All dwellings shall be maintained in a manner in keeping with the general character of Island Club at Corkscrew Woodlands, Phase I. Where any Owner neglects such maintenance, the Association, or its authorized agent, reserves the right to effect such maintenance at a reasonable charge to the Owner. Any proposed boundary wall or hedge shall be submitted to the Association for written approval prior to installation. No fences shall be allowed.

C. If any improvement is constructed or altered without the prior written approval of the Association, the Owner shall, upon demand of the Association, cause such improvement to be removed, remodeled or restored in order to comply with the requirements of this Section. The Owner shall be liable for the payment of all costs of such removal or restoration, including all costs and attorneys' fees, including fees at both trial and appellate levels, incurred by the Association. Such costs may also be the basis for an individual assessment. The Grantor and the Association are specifically empowered to enforce the architectural and landscaping provision of this Declaration. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to remove any unapproved improvement, the Grantor and the Association shall be entitled to recovery of court costs, expenses and attorneys' fees (both trial and appellate) as aforesaid in connection therewith in the proportions in which they incur same. In the event that any Owner fails to comply with the architectural and landscape provisions contained herein, the Association may, in addition to all other remedies contained herein, record against the Owner's Parcel a notice stating that the improvements on the Parcel fail to meet the requirements of this Declaration.

D. Grantor improvements shall not be subject to Association approval.

5. PARCEL PREPARATION.

All Parcels shall be filled in keeping with the plan of development as approved by the South Florida Water Management District. Existing trees and other desirable natural vegetation shall, wherever possible, remain on Parcels.

6. EASEMENTS.

A. Owners' Rights and Easements. As long as this Declaration is in effect, each Owner shall have the following easements:

i. Easement of Enjoyment. All members of the Association shall, subject to the provisions herein, have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and pass with title to every Parcel.

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

OR2631 PG0208

ii. Easement for Repair, Maintenance and Encroachment. Each Parcel and the Common Area shall be subject to an easement for encroachment created by construction, settling and overhang of all buildings or portions thereof constructed by the Grantor. An easement for such encroachments as well as for the repair and maintenance of the Parcel improvements shall exist over and across adjoining Parcels. In the event that any structure is partially or totally destroyed, then rebuilt, the Owners and the Association agree that minor encroachments on adjacent Parcels or on Common Area due to construction shall be permitted and that an easement for such encroachments and the maintenance of the structure shall exist. The Association is granted a blanket easement over Common Area and Parcels for repair and maintenance and for carrying out its responsibilities.

B. Other Persons Entitled to Use. Subject to reasonable regulations by the Association, the foregoing rights and easements of each Parcel owner may be extended to the members of his immediate family, his lessee, invitees and his social guests residing within his structure.

C. Other Easements.

i. Fire, law enforcement, health, sanitation and other public service personnel and their vehicles shall have a perpetual non-exclusive easement into, out of and over the Common Area for the purpose of performing their lawful functions.

ii. Easements over the Common Area for drainage and public utilities may be granted from time to time by the Association.

iii. There is an easement hereby granted wherever necessary to those companies furnishing utilities to the structures, enabling them to place meters on an exterior wall of any of the structures located on a Parcel. An easement is hereby granted to utility companies to run utility lines to the Parcel and beneath each structure thereon as needed.

iv. Grantor 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 and promotion, or leasing of any Parcel within the subject property or within any other property owned by Grantor.

D. Blanket easements as may be necessary for access, ingress and egress for the purpose of operation, installation, repair, replacement and maintenance of roads, utilities and the surface water management system are hereby reserved by Grantor and granted to the Association and the Corporation.

7. INSURANCE.

The Association shall obtain and maintain adequate insurance as follows:

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

OR2631 PG0209

A. Casualty. The Association shall at all times keep the Common Area insured in an amount equal to the maximum insurable replacement value thereof. The coverage shall afford protection as may be appropriate against:

i. Loss or damage by fire or other hazards covered by a standard extended coverage endorsement.

ii. Such other risks as from time to time are customarily covered with respect to improvements on the Common Area including, but not limited to, flood, vandalism, and malicious mischief. All or any part of such coverage may be extended to include personal property of the Association as the Board may deem desirable. The coverage shall be written in the name of, and the proceeds shall be payable to, the Association as agent of the Parcel Owners and shall adjust all losses on their behalf. The premiums shall be included as a Common Expense.

B. Association's Public Liability.

The Association shall at all times maintain a policy of comprehensive liability insurance insuring the Association and its agents, the Board, and the Parcel Owners against liability in connection with the Common Area in such amounts as the Board may deem desirable, which policy shall include, if obtainable, a cross-liability endorsement. The premiums for such insurance shall be a Common Expense.

8. SIGNS.

No sign shall be displayed to the public view on any Parcel except as follows:

A. One (1) sign no larger than four (4) square feet in an area may be placed on each Parcel advertising the Parcel for sale, unless the Parcel is a corner Parcel, in which case one such sign for each side of street frontage is permitted.

B. No signs, freestanding or otherwise installed, shall be erected or displayed on any Parcel or structure, unless the placement, character, form, size, lighting and time of placement of such sign is first approved in writing by the Association. All signs must also conform with County codes and regulations.

C. The Grantor is exempted from this paragraph.

9. NUISANCE.

A. Nothing shall be done upon any Parcel which may be or may become an annoyance or nuisance to any person. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done which can be reasonably construed to constitute a nuisance, public or private in nature.

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION ADD2008-00153A) DATED 3-5-2010

OR2631 PG0210

B. No Parcel, or any building erected on any Parcel, shall at any time be used for the purpose of any trade, business or manufacture other than a business conducted by mail, telephone or computer which does not involve customer traffic, noise, odors or the emission of light visible or detectable from the exterior of the residence or buildings; provided, however, that this provision shall not be construed to prevent Parcel Owners from renting or leasing their Parcels. The Grantor shall, however, be allowed to erect and operate a sales office on any Parcel.

10. UNDERGROUND UTILITY LINES AND SERVICES.

All electric, telephone, water, sewer, cable television, and other utility lines shall be installed underground. The water system is designed to handle average domestic use and is not designed for irrigation or fire suppression.

11. COMMON AREA.

A. The Common Area refers to all real property owned by the Association for the common use and enjoyment of the Parcel Owners. No Parcel Owner shall make use of the Common Area in such a manner as to abridge the equal rights of the other Parcel Owners to their use and enjoyment thereof, nor shall any Parcel Owner remove, prune, cut, damage or injure any trees or other landscaping located in the Common Area. Any portion of the Common Area which is deemed open space shall be owned by the Association and preserved and maintained by it and shall not be destroyed.

B. Commonly used roadways and roadways in common used with Corkscrew Woodlands Association, Inc., and others shall be maintained in good condition and the expense of same shall be shared based on trip generation rates of completed units as of January 1 of the year in which maintenance is done. (Roughly an RV site generates six (6) trips per day and is occupied six (6) months of the year and a single family home generates ten (10) trips per day). This would not include the existing repair necessary on the stretch between Sanctuary Drive and the gate house which is not the responsibility of Corkscrew Woodlands Association, Inc. During the period that the Grantor is offering Parcels for sale, the Developer may from time to time elect to physically man the gated entry. Such election will be for marketing purposes only and shall not be a continuing obligation of the Developer or the Association.

C. Commonly used portions of the lake, drainage, waterways, weir, outfall system (master water management features) as well as landscaped areas and entrance signage and these features in common use with Corkscrew Woodlands Association, Inc., and others shall be maintained in good condition and the expense of same shall be shared based on the number of completed, developed acres (excluding wetlands), as of January 1 of the year in which maintenance is done.

D. A committee will be created with equal representation from each development that will administer the rules and standards for operation and maintenance of the above items and set the budget for same. The initial rules for lake usage will be those

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 8-5-2010

OR2631 PG0211

in effect within the existing Corkscrew Woodlands Association, Inc., documents (rules and regulations). This committee would also establish landscaping and use standards for lakeshore developments within twenty-five (25) feet of the shoreline.

E. Grantor and Corkscrew Woodlands Association, Inc., are governed by an agreement to share the use and maintenance of waterlines and water meters serving the subject property.

12. PETS AND ANIMALS.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Parcel, except that dogs, cats and other usual and non-exotic household pets may be kept (except pit bulls and snakes which are prohibited), provided they are not kept, bred or maintained for any commercial purposes. The total number of dogs and cats kept on a Parcel at any one time shall not exceed five (5) of which the total number of dogs shall not be more than two (2). All animals shall be contained on the Owner's Parcel and shall not be permitted to run freely. When outside the Owner's Parcel, if unfenced, all pets must be caged or secured with a handheld leash.

13. TRUCKS, COMMERCIAL VEHICLES, RECREATION VEHICLES, MOBILE HOMES, BOATS, CAMPERS AND TRAILERS.

A. Operable and currently licensed automobiles may be kept or parked only on paved driveways, on paved parking pads, in houses or in enclosed garages. Vans, sport/utility vehicles and similar vehicles which are too high to be parked in garages shall be considered to be automobiles and may be parked on driveways if the vehicle has passenger seats in the back and is used for the primary purpose of transportation of passengers and their personal goods. If the vehicle does not have a back passenger seat or is used primarily for the transportation of goods then it shall be considered to be a truck. All other vehicles (i.e. all motorized and non-motorized vehicles except operable automobiles) including, without limitation, the following: inoperable automobiles, commercial trucks including pick-up trucks, vans, recreational vehicles, all-terrain vehicles, ambulances, police cars, hearses, motorcycles, motorbikes, bicycles, watercraft, aircraft, house trailers, camping trailers, other trailers, vehicles with commercial markings, and tractors shall be kept within an enclosed garage. Notwithstanding the foregoing prohibition, guests of the Owner of a Parcel visiting for less than fifteen (15) days in any thirty (30) day period may park their vehicles on unenclosed paved areas of the Parcel.

B. No commercial vendor vehicle of any kind shall be permitted to be parked on a residential Parcel for a period of more than twelve (12) hours unless such vehicle is necessary and being used in the actual construction or repair of a structure or for grounds maintenance.

C. None of the aforementioned vehicles shall be used as a domicile or residence, either permanently or temporarily.

THIS RESOLUTION (ADD2008-00155) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00155A) DATED 3-5-2010

OR2631 PG0212

14. MAINTENANCE OF PREMISES.

The Parcel lawns and landscaping shall be maintained by the Association at the expense of the Parcel Owners through assessments, regular and special. All residences, property, structures, improvements, landscaping, buffer areas and appurtenances shall be kept in a safe, clean, orderly and attractive condition, and in harmony with the general character of Island Club at Corkscrew Woodlands, Phase I, by and at the expense of the Parcel Owners, and all structures shall be maintained in a finished, painted and attractive condition. In the event that a Parcel Owner fails or refuses to comply with these provisions the Association shall have the authority (but not the obligation) to take whatever action is reasonably necessary in its judgment to bring the Parcel and its improvements into conformity and the expenses of so doing shall be an obligation of the Parcel Owner collectable as a special assessment. The Association is granted an easement upon the Parcel and its improvements for these purposes.

15. WATER MANAGEMENT.

A. The stormwater management system shall be owned, operated and maintained by the Association and Corkscrew Woodlands Association, Inc., and others in accordance with the provisions established by the South Florida Water Management District.

B. No Parcel Owner shall in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of a water management and drainage area reserved for, or intended by Grantor to be reserved for, drainage ways, sluiceways or for the accumulation of runoff waters, without the specific written permission of the Grantor or Association.

C. A Parcel Owner shall in no way deny or prevent access by the Association to such water management and drainage areas for maintenance or landscape purposes. The rights of access and easements therefor are hereby specifically reserved and granted in favor of the Grantor, the Association, or any appropriate governmental or quasi-governmental agency that may reasonably require such access.

D. No Parcel shall be increased in size by filling in any water retention or drainage areas on which it abuts.

16. EXTERIOR COLORS.

No exterior colors on any structure shall be permitted that, in the sole judgment of the Association, would be inharmonious or incongruous with Island Club at Corkscrew Woodlands, Phase I. Any future exterior color changes desired by Owners must be first approved in writing by the Association in accordance with this Section 16. The color of the roof tile or shingle shall not be changed nor shall other roofing materials or styles be substituted.

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

OR2631 PG0213

17. LANDSCAPING.

All areas not covered by structures, walkways, paved parking facilities or areas approved by the Association to be left in their natural state shall be maintained as lawn or landscape areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or water management areas. All lawn and landscape areas shall be kept in good and living condition.

18. DRIVEWAYS AND PARKING AREAS.

All driveways shall be constructed of concrete or paverstone.

19. ANTENNAE AND FLAGPOLES.

No outside antennae, antenna poles, antenna masts, satellite television dishes exceeding eighteen inches (18") in diameter, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the Association. A flagpole for display of the American flag or any other flag shall be permitted if first approved in writing by the Association. Both its design and location must be first approved in writing by the Association. An approved flagpole shall not be used as an antenna.

20. OUTDOOR EQUIPMENT.

All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool equipment, housing and sprinkler pumps and other such outdoor equipment must be placed underground, walled-in or placed in sight-screened or fenced-in areas so that they shall not be readily visible from any adjacent streets or properties. Otherwise, adequate landscaping shall be installed and maintained around these facilities by the Owner. All outside spigots shall be connected to potable water only.

21. AIR CONDITIONING AND HEATING EQUIPMENT.

All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent streets or properties. Window or wall air conditioning units are not permitted.

22. SOLAR COLLECTORS.

The Association must approve the location of and materials used in the construction of solar collectors.

23. WALLS, FENCES AND SHUTTERS.

No wall or fence shall be constructed on any Parcel until its height and location shall have first been approved in writing by the Association. The height of any

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

OR2631 PG0214

wall or fence shall be measured from the existing property elevations. Any dispute as to height, length, type, design, composition or material shall be resolved by the Association, whose decision shall be final. Hurricane or storm shutters may be used on a temporary basis but shall not be stored in the exterior of any structure unless approved by the Association.

24. LIGHTING.

The exterior lighting of a Parcel shall be accomplished in accordance with a lighting plan approved in writing by the Association.

25. CLOTHES DRYING AREA.

No outdoor clothes drying area or clothes lines shall be allowed unless approved in writing by the Association.

26. ASSESSMENTS.

A. Each Owner by accepting a deed covenants to pay the Association periodic and special assessments. The obligation to pay assessments initially on the date that title to the Parcel is conveyed.

B. Grantor shall have no obligation to pay assessments on unsold Parcels but will voluntarily subsidize the budget shortfall prior to turnover of the Association in such amounts as the Grantor deems appropriate. For the purpose of securing payment of such assessments, the Association shall have a continuing lien on such Parcel. Provided that such liens upon Parcels shall be inferior to a first mortgage to an institutional lender on the Parcel which was made in good faith and for value and which was recorded prior to the Association's filing a claim of lien against the Parcel. Each assessment levied upon an Owner shall also constitute a personal obligation of that Owner and, except as otherwise provided herein, an obligation of his successors and assigns.

C. The assessments imposed pursuant to Paragraph 26.B. shall be used exclusively for the operation of the Association and the operation of the Association and the operation, maintenance, restoration and improvement of the Common Area and stormwater management system as provided in this Declaration and the Association's Bylaws, provided this said purpose shall be liberally construed to promote effectively the welfare, safety and recreational opportunities of the Owners.

27. GRANTOR'S AND THE ASSOCIATION'S EXCULPATION.

The Association and Grantor may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without incurring liability of any nature to Owner or any other person for any reason whatsoever, and any permission or approval so granted shall be binding upon all persons.

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

OR2631 PG0215

28. OWNER AND MEMBER COMPLIANCE.

A. The protective covenants, conditions, restrictions and other provisions of this Declaration shall apply not only to Owners and persons to whom an Owner has delegated his right of use to any Common Area, or property, if any is created, but also to any other person occupying an Owner's Parcel under lease from the Owner or by permission or invitation of the Owner or his tenants, expressed or implied, licensees, invitees or guests.

B. Failure of an Owner to notify any person of the existence of the provisions of this Declaration or the Master Covenants shall not in any way act to limit or divest the right of Grantor, the Corporation, the Association to enforce the provisions of said Declarations. The Owner shall be responsible for any and all violations of these provisions by his tenants, licensees, invitees or guests, and by guests, licensees and invitees of his tenants.

29. ISLAND CLUB AT CORKSCREW WOODLANDS HOMEOWNERS' ASSOCIATION, INC.

A. In order to provide for the continuing operation and management of Island Club at Corkscrew Woodlands, Phase 1, each Grantee and each of the Grantee's heirs, personal representatives, successors and assigns shall, by virtue of being the Owner of any residential site or Parcel, be a Member of the Island Club at Corkscrew Woodlands Homeowners' Association, Inc., a not-for-profit Florida corporation. Membership in the Association shall be appurtenant to and inseparable from ownership of a Parcel.

B. The Association shall have the power, as an Association, to enforce the restrictions and restrictive covenants common to Island Club at Corkscrew Woodlands, Phase 1, to manage, operate and maintain the Common Area and the surface water management and, in addition thereto, shall have the power to levy assessments and collect the same for the purpose of providing funds to the Association to accomplish the corporate purposes. The Association shall also have the power to levy and collect special assessments for capital improvements and other expenses that the Association deems appropriate from time to time. Any such assessment or special assessment shall be secured by a lien on the real property of the Member so assessed; which may be foreclosed in the same fashion as a mortgage upon real property if said assessment is not paid when due. The lien shall be a continuing lien for all unpaid assessments, charges, or fees imposed against the Parcel together with interest thereon and reasonable attorneys' fees, including fees at both trial and appellate levels, and costs associated with the collection thereof. Such assessments, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of the Parcel at the time when the assessment fell due.

30. TERM.

The foregoing agreements, covenants, restrictions and conditions shall constitute an easement and servitude in and upon the lands herein described running with the land, and shall be deemed for the benefit of all lands in the subdivision, and it shall

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

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remain in full force for ninety-nine (99) years from the date of the recording of this instrument, after which they shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then Owners of the Parcels in the subdivision it is agreed to change them in whole or in part. In the event that the covenants, restrictions and conditions are terminated the then Parcel Owners shall become tenants in common of an equal interest in the Common Area as an appurtenance to their ownership of a Parcel.

31. SEVERABILITY AND NON-WAIVER.

Invalidation of any one of the provisions contained in this Declaration by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

32. MODE OF ENFORCEMENT.

The Grantor and any Owner of any portion of the benefitted land shall have the right to enforce the provisions of this instrument in his/her/its own name by proceedings in law to recover damages or in equity to restrain any violations against any person violating or attempting to violate any covenant or provisions hereof.

33. RIGHTS OF MORTGAGEES.

A. The Association may bring an action in its name to foreclose any lien on a Parcel in the manner in which mortgages of real property are foreclosed in Florida any may also bring an action to recover a money judgement for unpaid periodic or special assessments without waiving any claim of lien, provided that in either case the Association must give the delinquent Owner at least thirty (30) days' written notice of its intentions, and in case of a foreclosure must file in the Public Records of Lee County, Florida, a claim of lien containing the information required by Section 718.116, Florida Statutes. Upon the timely curing of any default (including the payment of fees and costs secured by the Association's lien) for which a claim of lien was filed, the Owner curing the default is entitled to have a satisfaction of lien recorded upon payment to the Association of a reasonable fee to be determined by the Association.

B. No institutional lender that acquires title to a Parcel as a result of a foreclosure of a bona fide first mortgage of record thereon or that accepts a deed to a Parcel in lieu of foreclosure of a bona fide first mortgage of record thereon shall be liable for the share of periodic or special assessments pertaining to the Parcel or chargeable to the former Owner thereof which became due prior to its acquisition of title, unless such share is secured by a claim of lien for periodic or special assessments recorded prior to the recording of the mortgage in question. Any such shares of assessment for which the new Owner is not liable shall be collectible by periodic or special assessments from all the Owners, including the new Owner of the Parcel in question. Except as expressly provided hereinabove, every grantee in a voluntary conveyance of a Parcel shall be jointly and severally liable for all unpaid periodic or special assessments against the Grantor for his

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

OR2631 PG0217

share of the assessments including purchasers at a judicial sale, shall be liable for all periodic or special assessments coming due while he is the Owner of a Parcel regardless of how his title was acquired.

C. Upon receipt by the Association from any institutional mortgagee, Guarantor or Insurer of a copy of the mortgage held by such mortgagee, Guarantor or Insurer on a Parcel, together with a written request from such mortgagee or an Insurer or Guarantor of such mortgagee specifying the address to which the following items are to be sent, the Association shall timely send to such mortgagee, Insurer or Guarantor the following, and for which the Association may charge a reasonable fee:

i. A copy of a financial statement of the Association for the immediately preceding fiscal year; and

ii. Written notice of the cancellation or termination by the Association of any policies of insurance covering the Common Area or any improvements thereon, or any fidelity bonds of the Association; and

iii. Written notice of any damage or destruction to the improvements located on the Common Area or Association property which affects a material portion of the Common Area or Association property or the Parcel securing its mortgage; and

iv. Written notice of condemnation or eminent domain proceeding affecting a material portion of the Common Area or the Parcel securing its mortgage; and

v. Written notice of failure by an Owner owning a Parcel encumbered by a first mortgage held by such institutional mortgagee, guarantor or insurer to pay any Assessments where such failure or delinquency has continued for a period of sixty (60) days.

vi. The failure of the Association to send any such notice to any such mortgagee, Guarantor or Insurer shall have no effect on any meeting, act or thing which was to have been the subject of such notice nor affect the validity thereof.

34. AMENDMENT.

A. This Declaration may be amended by the affirmative vote of sixty-seven percent (67%) of the Parcel Owners in Island Club at Corkscrew Woodlands, Phase I provided, however, that so long as Grantor owns any land within the total subdivision, Grantor reserves the right to and may without notice to or the joinder of any other person amend this Declaration and any of the Association Documents and no amendment by the voting interests other than Grantor shall be effective without the written joinder of Grantor. Such right of Grantor to amend this Declaration shall specifically include but shall not be limited to (i) amendments adding any property contiguous to the subject property or deleting any property from the subject property which will be developed differently than the

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

OR2631 PG0218

subject property, (ii) amendments required by any Institutional First Mortgagee, and (iii) amendments creating and granting easements for the benefit of the subject property.

B. Notwithstanding anything contained herein to the contrary, amendments to this Declaration , or the Articles or Bylaws, must be approved by not less then sixty-seven percent (67%) of the votes of the Parcel Owners and by Institutional First Mortgagees who hold mortgages encumbering at least half of the Lots that are subject to mortgages held by Institutional First Mortgagees, if the amendments materially change any of the provisions of this Declaration, or the Articles or Bylaws, relating to the following: (i) voting rights, (ii) assessments, assessment liens, or the priority of assessment liens, (iii) responsibility for maintenance and repairs, (iv) expansion or contraction of the subject property, or the addition, annexation, or withdrawal of property to or from this Declaration, (v) insurance or fidelity bonds, (vi) leasing of Units, (vii) imposition of any restrictions on an Owner's right to sell or transfer his Unit, (viii) any provisions that expressly benefit mortgage holders, insurers or guarantors.

C. This Section shall not be used to change the residential character of Island Club at Corkscrew Woodlands, Phase I, and provided further that any amendment 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.

35. CONFLICTS. 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.

IN WITNESS WHEREOF the undersigned has caused this Declaration to be executed on this 17th day of August, 1995.

WITNESSES:

Kimberly P. Russell

Kimberly K. Russell
(Print Name)

Kathleen A. Peters

Kathleen A. Peters
(Print Names)

RLD HOMES, INC., a Florida corporation

By: R L D

Ronald L. Davis, President
3040 Del Prado Boulevard
Cape Coral, Florida 33904

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

OR2631 PG0219

STATE OF FLORIDA)
) §:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 14th day of August, 1995, by RONALD L. DAVIS, President of RLD Homes, Inc., a Florida corporation, on behalf of said Corporation. He is personally known to me and did (did not) take an oath.

Notary Public:

My Commission Expires:

OFFICIAL NOTARY SEAL
KATHLEEN A PETERS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC2265
MY COMMISSION EXP. NOV. 21,1998

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 5-5-2010

OR2631 PG0220

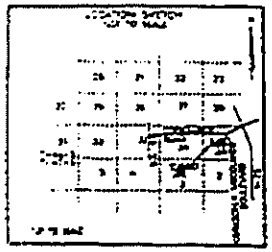
7/11/95 10:05am

OR2631 PG0221

THE ISLAND CLUB AT CORKSCREW WOODLANDS–PHASE I

PLAT BOOK 72 PAGE 12
SHEET 1 OF 3

A SUBDIVISION LYING IN:
SECTION 35, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.



NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTES:
BEARINGS ARE BASED ON THE WEST LINE OF THE EAST ONE-HALF (E1/2) OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SAID SECTION 35 AS BEARING N.00°44'09"W.

ALL ROADS ARE PRIVATE AND ALL PRIVATE ROADS ARE PUBLIC UTILITY EASEMENTS.

ALL LOT LINES ARE RADIAL UNLESS NOTED OTHERWISE.

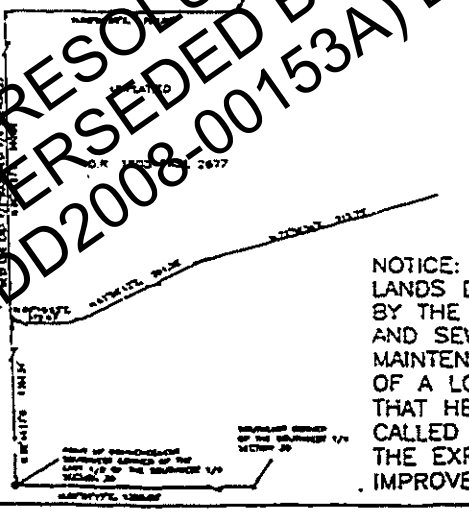
DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING

SYMBOLS AND ABBREVIATIONS

DESCRIPTION



NOTICE:
LANDS DESCRIBED IN THIS PLAT ARE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE AND SEWER FACILITIES BEING ACCEPTED FOR MAINTENANCE BY LEE COUNTY. ANY PURCHASER OF A LOT IN THIS SUBDIVISION IS ADVISED THAT HE 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 AND SEWER FACILITIES.

ACKNOWLEDGMENT

ACKNOWLEDGMENT

3826234 CLERK'S CERTIFICATION

APPROVALS:

SURVEYOR'S CERTIFICATION

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3/15/2010

EXHIBIT "A"

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of ISLAND CLUB AT CORKSCREW WOODLANDS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on August 15, 1995, as shown by the records of this office.

The document number of this corporation is N95000003905.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Sixteenth day of August, 1995

Sandra B. Mortham

Sandra B. Mortham
Secretary of State

CR2E022 (1-95)

EXHIBIT "B"

OR 2531 PG 0222

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

FILED
95 AUG 15 AM 8:21
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

ISLAND CLUB AT CORKSCREW WOODLANDS

HOMEOWNERS' ASSOCIATION, INC.
(A NOT-FOR-PROFIT FLORIDA CORPORATION)

ARTICLE I

The name of this corporation is Island Club at Corkscrew Woodlands Homeowners' Association, Inc., whose address is 3040 Del Prado Boulevard, Cape Coral, Florida 33904, and shall hereafter be referred to as "Association".

ARTICLE II

The purpose for which this Association is organized is for the operation and maintenance of the Island Club at Corkscrew Woodlands, Phase I common property and landscaped areas as they exist from time to time, and administration of Island Club at Corkscrew Woodlands, Phase I under the provisions of the Declaration of Covenants, Conditions, Restrictions and Reservations of Island Club at Corkscrew Woodlands, Phase I to be recorded in the Public Records of Lee County, Florida, and any supplements thereto. The Developer shall have the right to add further property and delete property without having to obtain the consent of any individual, party, or entity.

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

ARTICLE III

The qualification of members and the manner of their admission shall be as follows: Any person or persons who hold title in fee simple to a Parcel (Lot) subject to assessment by this Association under the Declaration of Covenants, Conditions, Restrictions and Reservations shall be by virtue of such ownership a member of this Association.

ARTICLE IV

This Association shall commence its existence immediately upon the filing of these Articles of Incorporation and shall exist perpetually thereafter unless sooner dissolved according to law. In the event that the Association is dissolved, the property consisting of the Stormwater Management System will be conveyed and/or dedicated to a similar not for profit corporation in order to assure continued maintenance in perpetuity.

OR2631 PG0223

ARTICLE V

The name and residence of the Incorporator is as follows:

Ronald L. Davis
3040 Del Prado Boulevard
Cape Coral, Florida 33904

The rights of the Incorporator shall automatically terminate when these Articles are filed with the Secretary of State.

ARTICLE VI

The affairs of the Association shall be managed initially and until turnover by a Board of three (3) Directors who shall be elected or appointed by the Grantor each year at the annual meeting of the Association as provided for in the Bylaws. At such time as the Grantor has relinquished control of the Association, the Board shall be composed of not less than three (3) Directors.

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

OR2631 PG0224

ARTICLE VII

The names of the Officers who are to serve until the first election or appointment under these Articles of Incorporation are:

Ronald L. Davis - President

Robert D'Andrea - Vice President

Lauritz W. Mackey - Secretary/Treasurer

ARTICLE VIII

The number of persons constituting the first Board of Directors shall be three (3) and their names and addresses are as follows:

Ronald L. Davis
3040 Del Prado Boulevard
Cape Coral, Florida 33904

Robert D'Andrea
3040 Del Prado Boulevard
Cape Coral, Florida 33904

Lauritz W. Mackey
3040 Del Prado Boulevard
Cape Coral, Florida 33904

ARTICLE IX

After turnover, the Bylaws of the Association are to be made, altered or rescinded by sixty-seven percent (67%) of the voting interests and Directors of the Association prior to turnover, by the Directors alone. Prior to turnover, the Developer may amend the Articles of Incorporation and Bylaws without the consent of any individual, party, or entity.

ARTICLE X

After turnover, amendments to these Articles of Incorporation may be proposed and adopted as follows:

> An Amendment may be proposed by either the Board of Directors or by twenty-five percent (25%) of the voting interests and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the Bylaws, which includes a notice of the substance of the proposed Amendment.

The Amendment shall be approved by a vote of sixty-seven percent (67%) of the voting interests of the Association. Prior to turnover, amendments shall be made by the Directors alone.

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

OR2631 PG0225

ARTICLE XI

Each Parcel shall have one (1) full indivisible vote.

ARTICLE XII

This Association reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, except that any amendment which would affect the

Stormwater Management System, including water management portions of common areas, shall require the prior approval of the South Florida Water Management District.

ARTICLE XIII

This Association shall have all the powers permitted by law to a corporation together with such additional specific powers as are contained in the Declaration of Covenants, Conditions, Restrictions and Reservations for Island Club at Corkscrew Woodlands, Phase I and the Bylaws.

The powers of this Association shall include and be governed by the following provisions:

A. This Association shall have all of the common law and statutory powers of a corporation not for profit.

B. This Association shall have all of the powers reasonably necessary to implement its purposes including but not limited to the following:

1. To do all of the acts required to be performed by it under its Bylaws.

2. To make, establish and enforce rules and regulations covering the use of the real property and personal property of the Association.

3. To make, levy and collect assessments for the purpose of obtaining funds from its members to pay for the operational expenses of this Association and costs of collection and to use and expend the proceeds of the assessment in the exercise of its powers and duties hereunder including, but not limited to, assessments for operation and maintenance of the Stormwater Management System.

4. To maintain, repair and operate its real and personal property.

5. To enforce by legal means the obligations of the members of this corporation.

6. To contract for professional management and to confer upon such management company a certain of the power and duties of this Association.

7. To own and convey real and personal property.

8. To operate, maintain and manage the Stormwater Management System as permitted by the South Florida Water Management District including, but not limited to,

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

OR2631 PG0226

all lakes, retention areas, culverts and related appurtenances in conjunction with Corkscrew Woodlands Association, Inc., and others.

9. To sue and be sued and appear and defend in all actions and proceedings in its Association name to the same extent as natural.

ARTICLE XIV

In addition to the powers set forth in Article XIII, Section 8, above, the Association shall own the Stormwater Management System. Each member within the Association shall have the right to enforce the assurances that the drainage system, easements and rights-of-way shall be continuously maintained.

ARTICLE XV

Buffer areas and all other open space areas shall be preserved and maintained by the Association so that its use and enjoyment as open space is not diminished or destroyed with the exception of lawns owned solely by a lot owner.

ARTICLE XVI

No part of the net earnings of this Association shall inure to the benefit of any member or individual, except through the acquisition, construction, management, maintenance or care of Association property or through the rebate of the excess membership dues, fees or assessments.

ARTICLE XVII

The name and place of the residence of the registered agent for service of process shall be Christopher N. Davies, Esquire, of Allen, Knudsen, DeBoest, & Roberts, P.A., whose address is 1415 Hendry Street, Fort Myers, Florida 33901.

IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation this 14th day of August, 1995.

Ronald L. Davis, Incorporator

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

OR2631 PG0227

STATE OF FLORIDA)
) §:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 14th day of August, 1995, by RONALD L. DAVIS, who is personally known to me and who did not take an oath.

Kathleen A. Peters
Notary Public
Kathleen A. Peters
(Print Name)

My Commission Expires:

OFFICIAL NOTARY SEAL
KATHLEEN A PETERS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC422465
MY COMMISSION EXP. NOV. 21,1998

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED MAY 2010

OR2631 PG0228

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for the above stated Association, at the place designated in these Articles of Incorporation, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Christopher N. Davies

OR2631 PG0229

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BYAMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

FILED
95 AUG 15 AM 8:21
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

7/11/95 10:11am

BYLAWS

OF

ISLAND CLUB AT CORKSCREW WOODLANDS

HOMEOWNERS' ASSOCIATION, INC.

1. IDENTITY - These are the Bylaws of Island Club at Corkscrew Woodlands Homeowners' Association, Inc., a not-for-profit Florida corporation formed for the purpose of administering Island Club at Corkscrew Woodlands, Phase I, which is located in Lee County, Florida, upon the lands described in the Declaration of Covenants, Conditions, Restrictions and Reservations for Island Club at Corkscrew Woodlands, Phase I, and any supplements thereto. (The corporation shall hereafter be referred to as the "Association".) These Bylaws, the Declaration, the Articles of Incorporation and the Rules and Regulations of the Association shall be hereafter referred to collectively as the "Association documents."

1.1. OFFICE - The office of the Association shall be at Island Club at Corkscrew Woodlands, Phase I or elsewhere in Lee County, Florida as determined from time to time by the Board of Directors.

1.2. FISCAL YEAR - The fiscal year of the Association shall be the calendar year.

1.3. SEAL - The seal of the Association shall bear the abbreviated name of the Association, the word "Florida," and the year of establishment.

2. MEMBERSHIP - There shall be two classes of members in the Association. One class shall consist of the Grantor. The other shall consist of all other owners of parcels in the subdivision.

3. MEMBERS' MEETINGS

2.1. ANNUAL MEMBERS' MEETINGS shall be held at Island Club at Corkscrew Woodlands, Phase I or at such other convenient location within Lee County, Florida, as may be determined by the Board of Directors, at such hour and upon such date each year as may be determined by the Board, for the purpose of electing Directors and transacting any business authorized to be transacted by the members.

2.2. SPECIAL MEMBERS' MEETINGS shall be held whenever called by the President or by a majority of the Board of Directors or when called by a written petition signed and dated from at least a majority of the entire voting interests on a date set by the

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

OR2631 PG0230

Board. The petition shall specify the purpose of the meeting and the meeting shall be limited to that purpose.

2.3. NOTICE OF ANNUAL MEETING - Notice of the annual meeting shall be delivered by hand or sent to each member by First Class United States mail postage prepaid at least fourteen (14) days prior to the annual meeting.

2.4. NOTICE OF SPECIAL MEETINGS - Notice of special meetings shall be in writing and delivered by hand or mailed to each member First Class United States Mail, postage prepaid not less than ten (10) days prior to the meeting. However, members may waive notice of specific meetings and take action by written agreement without meetings as hereinafter provided.

2.5. NOTICES SPECIFIC - All notices of meetings shall state clearly and particularly the purpose or purposes of the meeting.

2.6. QUORUM - A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes (voting interests) of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall also constitute the presence of such member for the purpose of determining a quorum. Decisions made by a majority of the members represented at a meeting at which a quorum is present shall be binding and sufficient for all purposes except those for which a higher requirement is specified either under law or in the Association documents.

2.7. VOTING INTERESTS - Each parcel shall have one (1) indivisible vote. If multiple owners of a parcel cannot agree on the vote, it shall not be counted.

2.8. PROXIES - Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated and shall be filed with the Secretary before or at the appointed time of the meetings. Proxies shall be good only for the meeting designated, or if so provided in the proxy, for any adjournment or postponement thereof, but in no event shall they be effective longer than ninety (90) days from the date given. Only members, persons holding a member's Power of Attorney, and Grantor-appointed Directors may hold proxies.

2.9. ADJOURNED MEETINGS - If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.10. THE ORDER OF BUSINESS AT ANNUAL MEMBERS' MEETINGS and, as far as applicable at all other members' meetings, shall be as follows:

(a) Election of Chairman of the meeting unless the President or Vice-President of the Association is present in which case he (or she) shall preside.

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 8-5-2010

OR2631 PG0231

(b) Proof of notice of meeting or waiver of notice.

(c) Calling of the roll and certifying of proxies.

(d) Reading and approval of any unapproved minutes.

(e) Reports of Directors.

(f) Reports of Committees.

(g) Election of Directors.

(h) Unfinished Business.

(i) New Business.

(j) Adjournment.

3. BOARD OF DIRECTORS

3.1. MEMBERSHIP - The affairs of the Association shall be managed initially by a Board of three (3) Directors. The Directors shall be of two classes: those elected by the members and those appointed by the Grantor. Until turnover of Association control, the Board shall be composed of either three or five Directors as the Board may decide. After the Grantor has relinquished control of the Association, the Board shall have at least three (3) Directors. Until turnover, the Board shall be appointed by the Grantor. Other than Directors appointed by the Grantor, each Director shall be a member of the Association. The Grantor shall be entitled (but shall not be obligated) to appoint a majority of Directors until the project is completed and all Parcels within it have been sold. However, at such time as Grantor notifies the members that turnover shall take place (which may be prior to the sale of all Parcels) the membership shall accept the turnover and elect a Board of Directors composed of members of the Association.

3.2. SELECTION OF DIRECTORS - Selection of Directors shall be in the following manner:

3.2.1 Members of the Board of Directors, except those selected by the Grantor, shall be elected by a majority of those present and voting at the annual meeting of the members of the Association. Votes for Directors shall be cast in person at the meeting or by proxy. Members of the Board appointed by the Grantor shall serve at the Grantor's discretion and may be replaced at any time by the Grantor.

3.2.2 Except as to vacancies created by removal of Directors by members and replacements by the Grantor, vacancies in the Board of Directors occurring

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

OR2631 PG0232

between annual meetings of members shall be filled by a majority vote of the remaining Directors.

3.2.3 Any Director, except those appointed by the Grantor, may be removed with or without cause by the vote of a majority of the voting interests of the Association, either by written agreement or at a special meeting of the members called for that purpose only either by a majority of the Board of Directors or by ten percent of the voting interests. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting or by the written agreement.

3.2.4 Except for those Directors appointed by the Grantor, the term of each Director's service shall extend until the next annual meeting of the members and thereafter until such Director's successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.3. BOARD ORGANIZATIONAL MEETING - The organizational meeting of the newly elected Board of Directors shall be held as soon as practicable following the meeting at which they were elected and/or appointed.

3.4. REGULAR BOARD MEETINGS - Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors but not less than semi-annually. Notice of regular meetings shall be given to each Director personally or by mail, telephone or telegraph at least forty-eight (48) hours prior to the day named for such meeting.

3.5. SPECIAL BOARD MEETINGS - Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of a majority of the Directors. Not less than forty-eight (48) hours' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, except in an emergency.

3.6. POSTING OF NOTICE - Notice of all Directors meetings shall be posted in a conspicuous place on the Association property at least forty-eight (48) continuous hours in advance, except in an emergency. Meetings at which an assessment is to be considered shall specifically contain a statement to that effect and of its nature.

3.7. WAIVER OF NOTICE - Any Director may waive notice of a meeting before, at, or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Any Director's presence at a meeting shall automatically constitute waiver of notice.

3.8. OPEN MEETINGS - Meetings of the Board of Directors shall be open to all members to attend and listen but not be heard or participate (unless a majority of the Directors consent thereto). Provided, however, that members may be excluded when the

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

OR2631 PG0233

business being conducted is within the scope of attorney-client privilege. The presiding officer shall decide whether to allow meetings to be audiotape or videotape recorded.

3.9. QUORUM - A quorum at Directors' meetings shall consist of a majority of the Directors. The act of a majority at a meeting at which a quorum is present shall constitute the act of the Board. If at any meeting of the Board there be less than a majority present, the remaining Directors may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, which must also be noticed and posted, any business which might have been transacted at the meeting as originally called may be transacted.

3.10. PRESIDING OFFICER - The presiding officer at Directors' meetings shall be the President if such an officer has been elected; and, if none, then the Vice President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

3.11. DIRECTORS' COMPENSATION - Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS - All of the powers and duties of the Association existing under Florida law and the Association documents shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by members when specifically required. Such powers and duties of the Directors shall include, but not be limited to, the following:

4.1. To make and collect assessments against members to defray the costs of the Common Expenses.

4.2. To use the proceeds of assessments in the exercise of its powers and duties.

4.3. The maintenance, repair, replacement and operation of the Common Areas and any personal property belonging to the Association.

4.4. The reconstruction of Common Areas after casualty and the further improvement of the Common Areas.

4.5. To approve or disapprove proposed transactions.

4.6. To enforce by legal means the provisions of applicable laws and the Association documents.

4.7. To contract for management of the project.

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

OR2631 PG0234

4.8. To pay taxes and assessments which are liens against any part of the Common Areas and to assess the same against the Parcels subject to such liens.

4.9. To carry insurance for the protection of the Parcel owners and the Association against casualty and liabilities.

4.10. To pay the cost of all power, water, sewer and other utility services rendered to the Association and not billed to owners of individual parcels.

4.11. To employ personnel and designate other officers for reasonable compensation and grant them such duties as deemed appropriate for proper administration of the purposes of the Association.

4.12. To bring suit, execute contracts, deeds, mortgages, leases and other instruments by its officers and to purchase, own, convey and encumber real and personal property.

4.13. The directors may suspend use rights in common areas and facilities for reasonable times and impose fines in such reasonable sums as they deem appropriate, not to exceed One Hundred Dollars per violation by and against parcel owners or their tenants, guests, invitees or licensees or both for violations of the Association documents, including the Rules and Regulations. Fines shall be secured as assessments. The Association shall provide written notice to the person(s) of its intention to levy a fine. No fine shall be imposed until the person(s) has been given the opportunity to have a hearing before the Board. Each day of violation shall be considered a separate violation.

4.14. To make and amend the rules and regulations.

4.15. Emergency powers.

4.15.1. In anticipation of or during any emergency defined in Section 4.15.3 below, the Board of Directors of the Association may:

(a) Name as assistant officers persons who are not Board members, which assistant officers shall have the same authority as the executive officers to whom they are assistant, during the period of the emergency, to accommodate the incapacity of any officer of the Association; and

(b) Relocate the principal office or designate alternative principal offices or authorize the officers to do so.

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

OR2631 PG0235

4.15.2. During any emergency defined in Section 4.18.5. below:

(a) Notice of a meeting of the Board of Directors need be given only to those Directors whom it is practicable to reach and may be given in any practicable manner, including by publication and radio;

(b) The Director or Directors in attendance at a meeting shall constitute a quorum.

4.15.3. Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association:

(a) Binds the Association; and

(b) Shall have the presumption of being reasonable and necessary.

4.15.4. An officer, director, or employee of the Association acting in accordance with any emergency Bylaws is only liable for willful misconduct.

4.15.5. The provisions of these emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws for the period of emergency.

4.15.6. An emergency exists for purposes of this Section if a quorum of the Association's Directors cannot readily be assembled because of some catastrophic event.

5. OFFICERS

5.1. EXECUTIVE OFFICERS - The executive officers of the Association shall be the President, a Vice-President, a Secretary, a Treasurer, and such other officers as may be decided on by the Board, all of whom shall be elected annually by the Board of Directors and who may be removed by a majority vote of the Directors at any meeting. Any person may hold two (2) or more offices except that the President shall not also be the Secretary or Assistant Secretary. The President, Vice President, Secretary and Treasurer shall be Board members; the others need not be.

5.2. PRESIDENT - The President shall be the chief executive officer of the Association and shall have all of the powers and duties which are usually vested in the office of President of a corporation. It shall not be mandatory for the office of Vice President to be filled.

5.3. VICE PRESIDENT - The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President and

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 5-5-2010

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shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

5.4. SECRETARY - The Secretary shall keep the minutes of all proceedings of the Directors and the members and shall attend to the giving and serving of all notices to the members and Directors and other notices required by law; shall have custody of the seal of the Association and affix same to instruments requiring a seal when duly signed; shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.

5.5. TREASURER - The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness; shall keep the assessment rolls and accounts of the members; shall keep the books of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office of the Treasurer of a corporation.

5.6. COMPENSATION - The compensation of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association or preclude the contracting with a Director for the management of the Association.

5.7. INDEMNIFICATION - Every Director and Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, trial and appellate, reasonably incurred or imposed in connection with any proceedings to which such person may be a party, or in which such person may become involved by reason of being or having been a Director or Officer of the Association, or any settlement thereof, whether or not such person is a Director or Officer at the time such expenses are incurred, except in cases wherein the Director or Officer is adjudged guilty of nonfeasance, misfeasance or malfeasance in the performance of their duties, or shall have breached their fiduciary duty to the members of the Association. Provided, however, that the Association shall not be liable for payment of a voluntary settlement unless it is first approved by the Board of Directors.

6. MINUTES, OFFICIAL RECORDS - A written record shall be kept of the minutes of all meetings of members and of the Board of Directors; all actions taken by the members or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Association. These records together with the records specified in Sections 617.303 and 617.1601, Florida Statues, shall constitute the Official Records of the Association. The records shall be retained by the Association for seven (7) years.

6.1. INSPECTION AND COPYING OF OFFICIAL RECORDS - An owner, the owner's agent or attorney is entitled to inspect and copy Official Records at the

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

OR2631 PG0237

Association's principal office or other reasonable location designated by the Association during regular business hours upon giving five business days (Monday through Friday) advance written notice of his demand to inspect, provided that the demand shall be in good faith and for a proper purpose, and the purpose and the records desired shall be described with reasonable particularity and those records shall be directly connected with the purpose.

7. FISCAL MANAGEMENT - Fiscal management shall be in accordance with the following provisions:

7.1. BUDGET - A proposed annual budget of Common Expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance and administration of the Association. It will contain a reasonable allowance for contingencies and provide funds for any unpaid operating expense previously incurred.

7.2. NOTICE OF PROPOSED BUDGET - A copy of the proposed annual budget shall be mailed to the members not less than fourteen (14) days prior to the Directors' meeting at which it will be adopted by the Directors. The Board shall specify in the notice of the meeting that it will be considering the budget. Provided, however, that if any adopted budget requires an assessment exceeding one hundred and twenty percent (120) percent of the previous year's assessment exclusive of reserves, capital expenditures and items that are non-recurring on an annual basis, the Board, upon written application of twenty percent (20%) of the voting interests, shall call a special owners' meeting within sixty (60) days, upon not less than ten (10) days written notice to each owner. At the special meeting, the members shall consider and enact a budget by not less than a majority of a quorum. If the owners are unable to so agree on a budget, the budget adopted by the Board shall remain in effect.

7.3. BUDGETS PRIOR TO TURNOVER - Budgets proposed and adopted by Grantor appointed Boards shall be exempt from 7.2 above.

7.4. ASSESSMENTS - The shares of the parcel owners of the Common Expenses shall be payable either monthly or quarterly in advance and shall become due on the first day of each month or quarter. The amounts shall be no less than are required to provide funds in advance for payment of all the anticipated operating expenses, the reserves, unless waived, and for all of the unpaid operating expenses previously incurred.

7.5. SPECIAL ASSESSMENTS - Special assessments shall be made by the Board of Directors, and the time of payment shall likewise be determined by them.

7.6. ASSESSMENT ROLL - The assessments for Common Expenses, according to the budget, shall be set forth upon a roll of the parcels. Such roll shall indicate for each parcel the name and address of the owner and the assessments paid and unpaid.

THIS RESOLUTION (ADD 2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD 2008-00153A) DATED 3-5-2010

OR2631 PG0238

7.7. LIABILITY FOR ASSESSMENTS - A parcel owner shall be liable for all assessments coming due while the owner of the parcel, and such owner and owner's grantees after a voluntary conveyance shall be jointly and severally liable for all unpaid assessments due and payable up to the time of such voluntary conveyance. Such liability may not be avoided by waiver of the use or enjoyment of any common facilities or by abandonment of the parcel for which the assessments are made.

7.8. LIEN FOR ASSESSMENTS - The unpaid portion of an assessment which is due, together with interest thereon and reasonable attorney's fees for collection including any appeals, shall be secured by a lien upon:

7.8.1 THE PARCEL and all improvements when a notice claiming the lien has been recorded by the Association. The procedure shall be that set forth in Section 718.116, Florida Statutes. Such lien shall be subordinate to any prior recorded institutional first mortgage on the parcel.

7.8.2 ALL TANGIBLE PERSONAL PROPERTY located on the parcel except that such lien shall be subordinate to prior liens and security interests of record.

7.9. COLLECTION, INTEREST, LATE FEES, APPLICATION OF PAYMENTS - Assessments paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before ten (10) days shall bear interest at the highest lawful rate (currently eighteen percent (18%) per annum) from the date due until paid. The Association may charge an administrative late fee in addition to interest in an amount not to exceed the greater of $25.00 or 5% of each installment of the assessment for each delinquent installment that the payment is late. All payments upon account shall be first applied to interest and then to the assessment payment first due. All interest collected shall be credited to the common expense account.

7.10. COLLECTION BY SUIT - The Association, at its option, may enforce collection of delinquent assessment accounts by suit at law or by foreclosure of the lien securing the assessments utilizing the procedures set forth in Section 718.116, Florida Statutes, in the manner a mortgage on real property is foreclosed, or by any other remedy available under the laws of the State of Florida; and in any event, the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment or decree, together with interest thereon at the highest lawful rate per annum and all costs incident to the collection and the proceedings, including reasonable attorney's fees at all trial and appellate levels. The Association shall deliver or mail by certified mail to the parcel owner a written notice of its intention to foreclose the lien thirty (30) days before commencing foreclosure.

7.11. ACCOUNTS - All sums collected from assessments may be mingled in a single fund, but they shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. These accounts shall be as follows:

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

OR2631 PG0239

7.11.1 COMMON EXPENSE ACCOUNT - to which shall be credited collections of assessments for all routine Common Expenses.

7.11.2 RESERVE ACCOUNT - to which shall be credited all sums collected for reserves for deferred maintenance or replacement.

7.11.3 CONTINGENCY ACCOUNT - to which shall be credited all sums collected for non-routine expenses, capital improvements and emergencies.

7.12. ASSOCIATION DEPOSITORY - The depository of the Association shall be an institution whose deposits are insured by an agency of the Federal Government including a member of the New York Stock Exchange, bank or banks or State or Federal savings and loan associations as shall be designated from time to time by the Directors and in which the monies for the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

7.13. ANNUAL FINANCIAL REPORT - A complete financial report of the accounts of the Association shall be made annually including, but not limited to, a complete financial report of actual receipts and expenditures for the previous twelve (12) months. A copy of the report shall be furnished to each member by mail or personal delivery within sixty (60) days after the end of the fiscal or calendar year or at the annual meeting. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications.

7.14. FIDELITY BONDS -Fidelity bonds shall be required by the Board of Directors from those individuals authorized to sign checks and the President, Secretary and Treasurer. The amount of such bonds shall be determined by the Directors but shall not be less than the minimum amounts specified in Section 718.112(j), Florida Statutes, based on the Association budget. The premiums on such bonds shall be paid by the Association.

8. PARLIAMENTARY RULES - A uniformly applied parliamentary procedure such as Roberts' Rules of Order shall govern the conduct of corporate proceedings to the extent that it is not in conflict with the Association documents or with the laws of the State of Florida.

9. AMENDMENTS - After turnover, amendments to these Bylaws shall be adopted in the following manner. Prior to turnover, amendments may be made by the Board of Directors alone. These Bylaws shall be deemed amended to conform to Sections 617.301 - 617.307, Florida Statutes, as amended from time to time.

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3.5.2010

OR2631 PG0240

9.1. INITIATION - An amendment may be proposed by either a majority of the Board of Directors or by twenty-five percent (25%) of the voting interests of the Association.

9.2. AMENDMENT FORMAT - Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended. New words shall be underlined and words to be deleted shall be lined-through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BY-LAW. SEE BY-LAW NUMBER _____ FOR PRESENT TEXT."

9.3. NOTICE of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

9.4. A RESOLUTION adopting a proposed amendment must receive approval of sixty-seven percent (67%) of the voting interests of the Association; provided, however, that any amendment affecting the rights of the Grantor may not be amended without Grantor's prior written consent as well. Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing.

9.5. EFFECTIVE DATE. An amendment, when adopted, shall become effective when recorded in writing and recorded in the Public Records of Lee County, Florida.

10. IN THE EVENT THE DIRECTORS DEEM IT NECESSARY to do so, they and the members may act by written agreement without meetings, which written agreement may be executed in counterparts. In addition, the Directors may hold Board meetings by telephone conference call provided that a speaker telephone is made available for members to listen to the proceedings.

THE FOREGOING were adopted as the Bylaws of Island Club at Corkscrew Woodlands Homeowners' Association, Inc., the first meeting of the Board of Directors.

ISLAND CLUB AT CORKSCREW WOODLANDS HOMEOWNERS' ASSOCIATION, INC.

By: _____
Ronald L. Davis, President

(SEAL)

THIS RESOLUTION (ADD2008-00153A) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

OR2631 PG0244
CHARLIE GREEN LEE CTY, FL
95 AUG 30 PM 4:17

EXHIBIT J

LOT 148

RECEIVED
MAR 3 1 2009
MUNITY DEVELOPMENT
195
THIS RESOLUTION (ADD2008-00153) IS
SUPERSEDED BY AMENDED RESOLUTION
(ADD2008-00153A) DATED 3-5-2010
07/28/2008

LOT 195

RECEIVED
MAR 3 1 2009
COMMUNITY DEVELOPMENT
ADD 2008-00153
THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010
07/28/2008

LOT 197

EXHIBIT K

ISLAND CLUB AT CORKSCREW WOODLANDS

Street Name	Lot Number	Street Address	Violation Number(s) VIO2004-	Violation	Number of Violations
BLUE BIMINI	66	10700	18450	Concrete Pad	1
	64	10704	18461/18462	Screen Room/Concrete Pad	2
	35	10705	18464	Concrete Pad	1
	63	10706	18465	Concrete Pad	1
	59	10714	18466/18467	Screen Room/Concrete Pad	2
	58	10716	18469	Concrete Pad	1
	57	10718	18470	Concrete Pad	1
	38	10719	18471	Concrete Pad	1
	56	10720	18473	Concrete Pad	1
	55	10722	18493	Concrete Pad	1
	54	10724	18494	Concrete Pad	1
	39	10725	18495	Concrete Pad	1
	53	10726	18497/18498	Screen Room/Concrete Pad	2
	40	10728	18499	Concrete pad	1
	51	10730	18501/18502	Screen Room/Concrete Pad	2
	50	10732	18503	Concrete Pad	1
	49	10734	18504	Concrete Pad	1
	41	10735	18505	Concrete Pad	1
	47	10738	18506	Concrete Pad	1
	42	10739	18507	Concrete Pad	1

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

Street Name	Lot Number	Street Address	Violation Number(s) VIO2004-	Violation	Number of Violations
BLUE BIMINI	44	10744	18508	Concrete Pad	1
PEARL BAY	239	10700	18515	Concrete Pad	1
	241	10703	18518	Concrete Pad	1
	242	10705	18522	Concrete Pad	1
	237	10710	18524	Concrete Pad	1
	245	10711	18525	Concrete Pad	1
	246	10713	18529	Concrete Pad	1
	247	10715	18530	Concrete Pad	1
	248	10717	18532	Concrete Pad	1
	235	10720	18535	Concrete Pad	1
	233	10730	18536	Concrete Pad	1
	232	10736	18537	Concrete Pad	1
	231	10740	18541	Concrete Pad	1
	249	10719	18543	Concrete Pad	1
	251	10723	18545	Concrete Pad	1
	252	10726	18547	Concrete Pad	1
	254	10729	18550	Concrete Pad	1
	256	10733	18552	Concrete Pad	1
	258	10737	18553	Concrete Pad	1

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

Street Name	Lot Number	Street Address	Violation Number(s) VIO2004-	Violation	Number of Violations
PEARL BAY	259	10739	18555	Concrete Pad	1
	260	10741	18558	Concrete Pad	1
	261	10743	18560	Concrete Pad	1
PARROT COVE CIRCLE	223	10700	18509	Concrete Pad	1
	222	10702	18517	Concrete Pad	1
	220	10706	18521	Concrete Pad	1
	219	10708	18523/18526	Concrete Pad/Wood Fence	2
	202	10711	18445	Concrete Pad	1
	217	10712	18531	Concrete Pad	1
	216	10714	18533	Concrete Pad	1
	203	10715	18534	Concrete Pad	1
	215	10716	18539	Concrete Pad	1
	208	10719	18542	Concrete Pad	1
AQUA SURF COURT	180	10700	18544	Concrete Pad	1
	165	10705	18546	Concrete Pad	1
	176	10708	18549/18551	Concrete Pad/Wood Deck	2
	166	10711	18554	Concrete Pad	1
	173	10714	18557	Concrete Pad	1
	170	10720	18559/18561	Screen Room/Concrete Pad	2

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

Street Name	Lot Number	Street Address	Violation Number(s) VIO2004-	Violation	Number of Violations
AQUA SURF COURT	168	10721	18562	Concrete Pad	1
	169	10722	18563/18564	Screen Room/Concrete Pad	2
	177	10706	18566/18568	Screen Room/Concrete Pad	2
	175	10710	18572/18574	Screen Room/Concrete Pad	2
	174	10712	18575/18576	Screen Room/Concrete Pad	2
	172	10716	18577/18578	Screen Room/Concrete Pad	2
	171	10718	18579/18580	Screen Room/Concrete Pad	2
TROPICAL MOON COURT	198	10700	18581/18582/18583	Screen Room/Deck/Concrete Pad	3
	197	10702	18585/18586	Screen Room/Concrete Pad	2
	196	10704	18588/18590	Deck/Fence	2
	195	10706	18598/18599	Screen Room/Deck/Concrete Pad	3
	194	10708	18601/18602	Deck/Fence	2
	193	10710	18603/18605	Deck/Fence	2
	184	10711	18660/18667	Screen Room/Concrete Pad	2
	192	10712	18668/18669	Screen Room/Concrete Pad	2
	190	10716	18670/18671/18672	Screen Room/Deck/Concrete Pad	3
	189	10718	18673/18675/18676	Screen Room/Deck/Concrete Pad	3

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

Street Name	Lot Number	Street Address	Violation Number(s) VIO2004-	Violation	Number of Violations
BAHAI TERRADO CIRCLE	33	10700	18639	Concrete Pad	1
	1	10701	18640/18641	Screen Room/Concrete Pad	2
	31	10704	18642	Concrete Pad	1
	2	10705	18643	Concrete Pad	1
	30	10706	18644	Concrete Pad	1
	29	10708	18645	Concrete Pad	1
	28	10710	18646	Concrete Pad	1
	27	10712	18647/18648	Screen Room/Concrete Pad	2
	26	10714	18649/18650	Screen Room/Concrete Pad	2
	4	10715	18651	Concrete Pad	1
	25	10716	18652/18653	Screen Room/Concrete Pad	2
	24	10718	18655	Concrete Pad	1
	5	10719	18680	Concrete Pad	1
	23	10720	18693/18694	Screen Room/Concrete Pad	2
	22	10722	18697/18701	Screen Room/Concrete Pad	2
	21	10724	18704/18706	Screen Room/Concrete Pad	2
	6	10725	18707/18711	Concrete Pad/Fence	2
	20	10726	18716	Concrete Pad	1
	19	10728	18723	Concrete Pad	1
	7	10729	18726	Concrete Pad	1

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

Street Name	Lot Number	Street Address	Violation Number(s)	Violation	Number of Violations
BAHAI TERRADO CIRCLE	18	10730	18737	Concrete Pad	1
	17	10732	18741	Concrete Pad	1
	13	10734	18774/18775	Screen Room/Concrete Pad	2
	15	10736	18779	Concrete Pad	1
	14	10738	18787	Concrete Pad	1
	13	10740	18788/18792	Concrete Pad/Fence	2
	11	10744	18798	Concrete Pad	1
RIO MAR CIRCLE	98	10700	18678/18679	Wood Deck/Fence	2
	67	10701	18681	Concrete Pad	1
	97	10702	18682	Concrete Pad	1
	96	10704	18683	Concrete Pad	1
	68	10705	18685	Concrete Pad	1
	69	10706	18686	Concrete Pad	1
	92	10712	18696	Concrete Pad	1
	91	10714	18699	Concrete Pad	1
	70	10715	18703	Concrete Pad	1
	90	10716	18713/18715	Screen Room/Concrete Pad	2
	89	10718	18719	Concrete Pad	1
	71	10719	18724	Concrete Pad	1

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

Street Name	Lot Number	Street Address	Violation Number(s) VIO2004-	Violation	Number of Violations
RIO MAR CIRCLE	88	10720	18727	Concrete Pad	1
	87	10722	18730/18739/18743	Concrete Pad/Hot Tub w/Electric Hookup	3
	86	10724	18748	Concrete Pad	1
	85	10726	18751	Concrete Pad	1
	84	10728	18757	Concrete Pad	1
	73	10729	18764/18759	Concrete Pad/Room Enclosure	2
	83	10730	18773	Concrete Pad	1
	82	10732	18777	Concrete Pad	1
	81	10734	18781	Concrete Pad	1
	80	10736	18786/18790	Wood Deck/Fence	2
	75	10737	18795	Concrete Pad	1
	78	10740	18800	Concrete Pad	1
	77	10742	18804	Concrete Pad	1
	93	10710	18667/18688	Screen Room/Concrete Pad	2
SAN TROPEZ CIRCLE	110	10703	18873	Concrete Pad	1
	107	10706	18878	Concrete Pad	1
	112	10707	18880/18883	Screen Room/Concrete Pad	2
	113	10709	18894/18898/18900	Concrete Pad/Fence	2
	106	10710	18905	Concrete Pad	1

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

Street Name	Lot Number	Street Address	Violation Number(s) VIO2004-	Violation	Number of Violations
SAN TROPEZ CIRCLE	114	10711	18918/19399	Wood Deck/Fence	2
	115	10713	18923/18927	Screen Room/Concrete Pad	2
	105	10714	19364	Concrete Pad	1
	117	10717	18910/19400	Wood Deck	1
	118	10719	18932	Concrete Pad	1
	119	10721	18934	Concrete Pad	1
	120	10723	18936/18938	Concrete Pad/Room Enclosure	2
	103	10724	18941/18942	Concrete Pad/Fence	2
	121	10725	18944	Concrete Pad	1
	102	10728	18946	Concrete Pad	1
	123	10729	18903/18949	Concrete Pad/Fence	2
	101	10732	18952/18954	Concrete Pad/Room Enclosure	2
	126	10735	18956/19402	Wood Deck	1
	100	10736	18958	Concrete Pad	1
	127	10737	18961	Concrete Pad	1
	129	10741	18963/18965	Screen Room/Concrete Pad	2
	99	10742	18968	Concrete Pad	1
MAUI CIRCLE	143	10705	18892/18899	Concrete Pad/Room Enclosure	2
	139	10706	18908/18911	Concrete Pad/Fence	2
	144	10707	18913	Concrete Pad	1

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

Street Name	Lot Number	Street Address	Violation Number(s)(s) VIO2004-	Violation	Number of Violations
MAUI CIRCLE	138	10710	18916	Concrete Pad	1
	146	10711	18921	Concrete Pad	1
	147	10713	18926	Concrete Pad	1
	137	10714	18930	Concrete Pad	1
	148	10715	18937/18933/18935	Dock/Screen Room/Concrete Pad	2
	149	10717	18939	Wood Deck	1
	152	10723	18940/18943	Concrete Pad/Room Enclosure	2
	135	10724	18945/18947	Concrete Pad/Fence	2
	153	10725	18948	Concrete Pad	1
	154	10727	18950	Concrete Pad	1
	134	10728	18951	Concrete Pad	1
	155	10729	18702/18953	Concrete Pad/Sunroom	2
	156	10731	18955	Concrete Pad	1
	133	10732	18957	Concrete Pad	1
	157	10733	18959	Concrete Pad	1
	158	10735	18960	Concrete Pad	1
	160	10739	18962	Concrete Pad	1
	161	10741	18964/18967	Concrete Pad/Room Enclosure	2
	162	10743	18969/18970	Concrete Pad/Concrete Wall	2
	150	10719	18971/18972	Screen Room/Concrete Pad	2

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010

Street Name	Lot Number	Street Address	Violation Number(s)(s) VIO2004-	Violation	Number of Violations
MAUI CIRCLE	151	10721	18973/18974	Screen Room/Concrete Pad	2
	132	10736	18975	Concrete Pad	1
	131	10742	18976	Concrete Pad	1
TOTAL VIOLATIONS					238

THIS RESOLUTION (ADD2008-00153) IS SUPERSEDED BY AMENDED RESOLUTION (ADD2008-00153A) DATED 3-5-2010