**WALDROP ENGINEERING**

CIVIL ENGINEERING & LAND DEVELOPMENT CONSULTANTS

28100 BONITA GRANDE DR. #305
BONITA SPRINGS, FL 34135
P: 239-405-7777
F: 239-405-7899

Letter of Transmittal

To: Lee County Department of Community Development, Zoning Intake Counter

From: Alexis Crespo

cc: Alexis Crespo

Date: October 23, 2014

Subject: Costa Amalfi Administrative Amendment- Miromar Lakes ADD2014-00175

The following items are transmitted as listed below:

Quantity	Description
1	Resubmittal Package for Tony Palermo

REMARKS: Thanks!

SIGNED: _____

RECEIVED
OCT 23 2014

COMMUNITY DEVELOPMENT



WALDROP ENGINEERING
CIVIL ENGINEERING & LAND DEVELOPMENT CONSULTANTS

26100 BONITA GRANDE DR. #305
BONITA SPRINGS, FL 34135
P: 239-405-7777
F: 239-405-7899

October 22, 2014

Mr. Tony Palermo, AICP
Lee County Zoning Division
1500 Monroe Street, 2nd Floor
Fort Myers, FL 33901

**RE: Costa Amalfi at Miromar Lakes
ADD2014-00175**

Dear Mr. Palermo:

Enclosed please find responses to your comments received via email on October 15, 2014. The following information has been provided to assist in the review and approval:

Per the application checklist, the following items are enclosed for your review:

1. One (1) copy of Supplemental Declaration regarding lot size in Costa Amalfi, as amended (Exhibit A);
2. One (1) copy of proposed elevations and lot plans (Exhibit B); and
3. One (1) copy of the approval letter from the Miromar Lakes Master Association (Exhibit C).

The following is a list of County comments with our responses in bold:

1. What is it about the new product type that cannot fit on those 2 lots?

RESPONSE: Per the Costa Amalfi recorded plat provided in the first submittal, Lot 3 is the smallest lot within subdivision totaling 5,556.53 SF. Lot 4 is also one of the smaller lots within the subdivision at 6,400.36 SF.

As demonstrated on the attached Amendments (attached as Exhibit "A"), there has been a consistent and continued demand for larger products within this tract due to the number of waterfront lots and expansive lake views. The initial declaration allowed for 3,000 SF units, while the 3rd amendment approved in May 2011 allows for units up to 5,000 SF in size. The referenced text has been highlighted for ease of review.

The reduced setback on Lots 3-4 will allow these remaining lots to be developed in a manner that is consistent and complimentary to the existing homes in Costa Amalfi, which average approximately 3,000 square feet (under roof).

2. Do you have any drawings showing the product type?

RESPONSE: Please see attached elevations and lot fit plans, attached as Exhibit B.

3. Why did the houses fit just fine on the other lots without deviations to the front setback?

RESPONSE: The developed lots are generally larger than Lots 3 and 4 as noted above.

4. Does the HOA approve of the deviation? Can you get their approval in writing?

RESPONSE: Please refer to the letter of approval from Miromar Lakes Master Association, attached as Exhibit C.

Thank you in advance for your consideration of this request. Should you require additional information, or have any questions please contact me directly at (239) 405-7777, ext. 207, or alexisc@waldropengineering.com.

Sincerely,

WALDROP ENGINEERING, P.A.



Alexis V. Crespo, AICP, LEED AP
Principal Planner

Enclosures

cc: Michael Elgin, Miromar Lakes, LLC

EXHIBIT A

INSTR # 2008000338719, Pages 9
Doc Type RES, Recorded 12/30/2008 at 05:23 PM,
Charlie Green, Lee County Clerk of Circuit Court
Rec. Fee \$78.00
Deputy Clerk GKORTRIGHT
#2

**THIS DOCUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:**

Mark W. Geschwendt, Esq.
Miromar Development Corporation
10801 Corkscrew Road, Suite 305
Estero, Florida 33928
(239) 390-5100

Parcel ID No. _____

SUPPLEMENTAL DECLARATION

COSTA AMALFI

This Supplemental Declaration is made this 12th day of December 2008, by **MIROMAR LAKES, LLC**, a Florida limited liability company (the "Declarant"), and is joined in by **MIROMAR LAKES MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Master Association").

STATEMENT OF BACKGROUND INFORMATION

1. Terms used as defined terms without definition shall have the meaning ascribed to them in the Declaration of Covenants, Conditions, Restrictions and Easements for Miromar Lakes Master Association, Inc. recorded in Official Record Book 3343, Page 294, et seq. of the Public Records of Lee County, Florida, and as it may be amended from time to time (the "Declaration").
2. Declarant, with the joinder of Master Association, has declared that the Property shall be held, sold, conveyed and encumbered by the Declaration.
3. The Declaration permits the Declarant to unilaterally amend and supplement the Declaration.
4. Declarant desires to designate the real property legally described on **Exhibit "A"** attached (the "Costa Amalfi Property") as a Neighborhood called Costa Amalfi and to add additional use restrictions for Costa Amalfi.

STATEMENT OF DECLARATION

Declarant declares that the Costa Amalfi Property shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the covenants, conditions, restrictions, easements and provisions of the Declaration and this Supplement.

1. Designation. The Costa Amalfi Property is declared to be a Neighborhood called Costa Amalfi.

2. Construction Standards. All property, which is now or may hereafter be subjected to this Supplemental Declaration, is subject to architectural review and site plan approval pursuant to the Declaration. In addition to the requirements established in accordance with the Declaration and the Design Guidelines, the following standards shall govern construction of structures and improvements to Lots in Costa Amalfi Neighborhood and on the Property. These standards may be enforced pursuant to the Declaration.

3. Building Height. No structure shall exceed two (2) stories in height or be erected over a height of 35 feet measured from the finished grade of the Lot. The height of the building shall be measured as the vertical distance from grade to the highest point of the roof surface of a flat or Bermuda roof, to the deck line of a mansard roof and the mean height level between eaves and ridge of gable, hip and gambrel roofs. No structure shall have more than two (2) floor levels.

4. Building Elevation, Colors and Details. No two adjacent dwelling structures shall be designed with the same elevation, design, style or color. Each building shall have a varied design and street elevation along with variations in the roof tile, paint, and color schemes to create a varied streetscape. Minor changes in the elevation relief such as different window shapes or column types do not satisfy this restriction. The base color and the trim combinations of each dwelling shall be distinctly different from any adjacent dwelling. All driveways and walkways shall be constructed using pavers approved by the NCC.

5. Building Size. Each single family dwelling erected or constructed on any Lot in the Neighborhood shall contain a minimum of One Thousand Six Hundred (1600) square feet and a maximum of Three Thousand (3000) square feet of air conditioned floor area and shall maintain the minimum setbacks as described in Section 6. The method of determining square foot area of proposed buildings and structures or additions and enlargements shall be to multiply the outside horizontal dimensions of the building or enlargements at each floor level. Garages, porches, patios, terraces and other similar structures shall not be taken into account in calculating the minimum square foot area required.

6. Building Setbacks. All buildings shall comply with minimum setbacks as follows. All measurements shall be to the nearest point of a structure, which shall be defined as the exterior wall.

- (a) The minimum front setback from any street shall be Twenty (20) Feet. For sideloading garages, the minimum side setback shall be no less than Twelve (12) feet.
- (b) The minimum side setback from any side lot line shall be Five (5) feet. Adjoining lots may select the zero lot line option provided the Lee

County requirement for a 10 side setback is allotted for on the other side lot line.

- (c) The minimum rear setback for any Principal Structure and for any Accessory Structure shall be 10 feet.
- (d) Notwithstanding the required side setback set forth in subparagraph (b) above, the minimum side setback for equipment pad(s) (for air conditioner, pool pump and heater) shall be ½ of the minimum side setback for Principal Structures with approval of the NCC as to location, size and landscaping.
- (e) The NCC may, in its sole discretion, grant variances from minimum rear setbacks subject to the minimum requirements established by Lee

County in Resolution Z-0272 and DRI 11-9798-142.

7. Roofs. Pitched roofs shall be required over all portions of structures except as may be otherwise permitted, and shall have a minimum pitch of 3:12, except that deviation from the minimum pitch may be approved by the NCC for gambrel and similar type roofs. All roofs shall be constructed of flat, barrel, S-shaped or villa cement tile, all as defined by common usage in Lee County, Florida. In the event some new and/or other attractive material for roofing surfaces is discovered, invented, or brought to the attention of the NCC, the NCC may, in its sole discretion, approve the use of such new material. A mansard, lesser pitched or flat roof may, in the discretion of the NCC, be permitted over porches, Florida rooms, storage rooms and utility rooms, only if approved in writing by the NCC. Such mansard, lesser-pitched or flat roofs are to be located to the rear of the building.

8. Garages, Carports, Enclosures and Mailboxes.

- (a) Each dwelling unit shall have a garage that shall accommodate not less than two (2) automobiles. All garage doors must be equipped with automatic door openers and closers. When ingress and egress to the garage is not desired, the garage doors must remain closed. Repair of vehicles shall be permitted only inside the garage. No garage or enclosed storage area shall be allowed which is detached from the dwelling unit. No carport or unenclosed storage area shall be allowed.
- (b) All enclosures (screen or unscreened), including spa, hot tub and swimming pool enclosures, shall be located, constructed and maintained only as approved by the NCC and shall be bronze in color and of compatible design and materials to the dwelling unit.
- (c) The location, style, type and appearance of Owner's mailbox shall be determined by the NCC. All mailboxes must be maintained in good condition as determined by the NCC.

9. Use Restrictions. The property described in this Supplemental Declaration may be used only for single-family dwellings and related purposes. Notwithstanding the provisions of this section, Declarant and Builders may utilize one or more Lots within the neighborhood for a sales office or models or model home parking, for so long as Declarant or Builders, their successors or assigns, shall own any Lot in the Property, and Declarant shall have the right to designate other persons or entities to likewise so utilize Lots for a sales office or models or model home parking, so long as the person or entity owns any Lot in the Property.

10. Leases. No Lot or improvement within the Costa Amalfi Property may be rented except in its entirety and all leases shall be for a minimum rental term of 30 days, and a Lot may be leased no more than three (3) time during any calendar year.

11. Roadway and Common Areas. The Declarant shall dedicate and transfer ownership of the roadway and other common property as described and depicted on the plat for the Neighborhood to the Costa Amalfi Neighborhood Association. The roadway shall be constructed and maintained using paver bricks as approved by the NCC and MC. The Costa Amalfi Neighborhood Association shall be responsible for the maintenance, repair and replacement of the roadway and common areas.

12. Assessments. Each Lot within Costa Amalfi shall be assessed as such in accordance with the provisions of Article XII and Article XV of the Declaration.

13. Supplement to Declaration. All provisions of the Declaration shall apply to Costa Amalfi, except as it may be changed or supplemented by this Supplemental Declaration. This Supplemental Declaration shall control over conflicting provisions of the Declaration.

14. Amendment. Until the Turnover, the Declarant may unilaterally amend this Supplemental Declaration. Prior to Turnover, the Members may not amend this Supplemental Declaration. After Turnover, this Supplemental Declaration may be amended by the affirmative vote of Members within the Neighborhood representing sixty-seven percent (67%) of the total votes in the Neighborhood Association. Amendments shall be recorded in the Public Records and shall be effective as of the date of recording.

Notwithstanding anything to the contrary set forth in this Section 15, no amendment shall be effective without the written joinder and consent of the Declarant (so long as the Declarant owns any portions of the Property, which is being offered for sale) to the amendment, which consent shall not be unreasonably withheld or delayed.

15. Annexation. Declarant declares that the Neighborhood shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the covenants, conditions, restrictions, easements and provisions of the Declaration and this Supplement.

16. Beach. A beach shall be constructed adjacent to the Costa Amalfi Property by the Declarant and dedicated to the Master Association. No improvements or modifications may be made to the beach area by Lot owners. The beach shall be maintained by the Master

Association and shall provide ingress and egress access and recreational use as permitted by the Master Association to all Master Association members and their guests, and other persons permitted by Declarant, including, but not limited to employees, agents, contractors and resort guests of Declarant.

17. **Dock Rights and Lake Use.** There are a limited number of docks for purchase within the Costa Amalfi neighborhood. Based upon demand, and at Developer's sole discretion, the Developer may construct up to a maximum of sixteen (16) dock slips adjacent to Costa Amalfi. Lot owners within the Costa Amalfi neighborhood may have the opportunity to purchase a dock located in the neighborhood dock area as shown on **Exhibit "B"**. All docks will be sold on a first come – first serve basis.

Use of the Lake and the docks is controlled by Miromar Lakes Master Association which promulgates rules and regulations for the safety, welfare and enjoyment of all of the residents of Miromar Lakes. (Please contact the Master Association for a copy of the rules and regulations.) The construction of docks and use of the lake is further subject to certain agreements contained within the Documents, including, but not limited to, the following:

1. Easement Agreement Including Non-Exclusive Navigational and Recreational Rights dated September 21, 1993 and recorded at OR BK 2497 OG 1569, et seq., Lee County Records.
2. Agreement dated September 24, 2001 and recorded at OR BK 3605 PG 4776, et seq., Lee County, Records.

18. **Personal Concierge Services.** In addition to any other assessment provided for under this Supplement or the Declaration, each Lot shall be assessed by the Master Association for the cost of the Personal Concierge Services Plan ("Plan"). The terms and conditions of the Plan and the amount of the assessment shall be established, and may be changed from time to time, as determined by the Master Association in its sole discretion.

19. **Easements.** All private and public utility installers and users shall be obligated to repair and restore any landscape buffer, sod, paving, brick drives or streets, sidewalks, curbing or any other improvement that are disturbed in connection with the installation of any utility or the use of any easement within the Costa Amalfi Neighborhood. All facilities constructed on or installed by any private or public utilities through an easement located within the Costa Amalfi Neighborhood shall be placed underground.

20. **Reservation of Easements.** The Declarant, its successors and assigns, (1) reserve an easement over and across the Costa Amalfi Property for enforcement of the covenants and restrictions set forth in the Declaration, (2) reserve an easement for access and use across tracts "B-1", "B-2" and "B-3" of the Miromar Lakes Unit XIII-Costa Amalfi plat for lake/water management and stormwater management, (3) reserve an easement and the right to use the waterways, lakes, canals and ponds for recreational purposes, provided that such uses shall not interfere with the ability to maintain the water management facilities.

This Supplemental Declaration has been executed as of the date first written above.

Witnesses:

MIROMAR LAKES, L.L.C., a Florida
limited liability company

**By: MIROMAR DEVELOPMENT
CORPORATION**, a Florida corporation,
Its: Managing Member

Hermine MEEKS

Signature

HERMINE MEEKS
Print Name

Lindsay Krill
Signature

Lindsay Krill
Print Name

By: [Signature]
Name: Jerry Schmoyer
Title: Vice President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 12th day of December, 2008, by Jerry Schmoyer, as Vice President, of Miromar Development Corp., a Florida corporation, Managing Member of Miromar Lakes, L.L.C., a Florida limited liability company, on behalf of the limited liability company. He is personally ☒ known to me or ☐ has provided a driver's license as identification and did take an oath.



Linda S. Davis
Commission # DD471200
Expires September 12, 2009
Bonded Troy Farm - Insurance, Inc 800-385-7019

Linda S. Davis
Notary Public, State of Florida
Print Name: LINDA S. DAVIS

My Commission Expires: 9/12/2009

JOINDER BY MASTER ASSOCIATION

The Miromar Lakes Master Association, Inc., joins in and consents to the Supplemental Declaration for the Costa Amalfi Property dated the 12 day of DECEMBER 2008.

Witnesses:

**MIROMAR LAKES MASTER
ASSOCIATION, INC.**, a Florida
not-for-profit corporation

Hermine Weeks

By:

Steven C. Lewis

Steven C. Lewis, President

HERMINE WEEKS

Print Name

Lindsay Krill

Print Name

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 12th day of December, 2008, by Steven C. Lewis, as President of Miromar Lakes Master Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has provided a driver's license as identification and did take an oath.



Linda S. Davis
Commission # DD471200
Expires September 12, 2009
Bonded Troy Farm Insurance, Inc. 800-385-7019

Linda S. Davis

Notary Public, State of Florida

Print Name: LINDA S. DAVIS

My Commission Expires: 9/12/09

EXHIBIT "A"

Lots 1 through 16, inclusive and all tracts identified on the Plat of MIROMAR
LAKES UNIT XIII - COSTA AMALFI as recorded in Instrument No.
2007000338718 of the Public Records of Lee County, Florida.

THIS DOCUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Mark W. Geschwendt, Esq.
Miromar Development Corporation
10801 Corkscrew Road, Suite 305
Estero, Florida 34135

Parcel ID:

SECOND AMENDMENT TO SUPPLEMENTAL DECLARATION

COSTA AMALFI

This Second Amendment to Supplemental Declaration ("Second Amendment") is made this 28th day of September, 2009, by **MIROMAR LAKES, LLC**, a Florida limited liability company (the "Declarant"), and is joined in by **MIROMAR LAKES MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Master Association"), **MARK STUART AIN** and **CAROL AND LEN, LLC**, a Florida limited liability company.

STATEMENT OF BACKGROUND INFORMATION

1. Terms used as defined terms without definition shall have the meaning ascribed to them in the Declaration of Covenants, Conditions, Restrictions and Easements for Miromar Lakes Master Association, Inc. recorded in Official Record Book 3343, Page 294 et seq. of the Public Records of Lee County, Florida, as the same may be amended from time to time (the "Declaration").

2. Paragraph 22.2 of the Declaration permits the Declarant to unilaterally amend the Declaration, any supplement or any neighborhood supplement prior to turnover and turnover has not yet occurred.

3. The Declarant desires to amend certain provisions of the Supplemental Declaration recorded on December 30, 2008, instrument number 2008000338719 of the Public records for Lee County, Florida and the First Amendment to Supplemental Declaration recorded March 4, 2009, instrument number 2009000057166 ("Supplemental Declaration") to allow for larger single family dwelling units.

4. The covenants and restrictions set forth in this Second Amendment to Supplemental Declaration are appurtenant to and run with the real property legally described on **Exhibit "A"** attached (the "Property").

AMENDED SUPPLEMENTAL DECLARATION

1. Amendment to Supplemental Declaration. Declarant amends paragraph 5 of the Supplement Declaration to provide that the maximum square footage for a single family dwelling constructed on Lots 11 and 16 within Costa Amalfi shall be Four Thousand Five Hundred (4,500) square feet of air-conditioned floor area constructed with the minimum setbacks

as described in the Supplemental Declaration and subject to approval of the NCC.

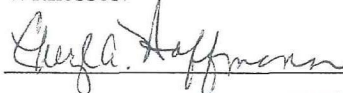
2. Building Setbacks. Subpart "(b)" to paragraph 6 of the Supplemental Declaration is deleted and replaced with the following:

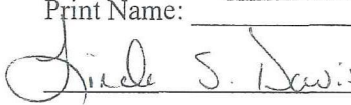
"The minimum side setbacks for each Lot shall be zero (0) on one side lot line and ten (10) feet on the other side lot line. Lee County requires a minimum ten (10) foot side set back for all principal structures. The NCC shall designate the side lot line that is the zero (0) side lot line set back. Lots 4 and 16 may utilize a minimum five (5) foot side setback from the side lot line (opposite the zero side lot line) near or contiguous to the Joint Access Easement or the Neighborhood common area."

3. Continuing Effect of Supplemental Declaration. Except as modified, supplemented and amended by this Second Amendment to the Supplemental Declaration, all of the provisions, terms and conditions of the Supplemental Declaration for Costa Amalfi shall remain in full force and effect. Declarant ratifies and confirms the Declaration and Supplemental Declaration, as amended by this Second Amendment to Supplemental Declaration and all restrictions, covenants, easements, charges and liens set forth in this Second Amendment.

This Second Amendment to Supplemental Declaration has been executed as of the date first above written.

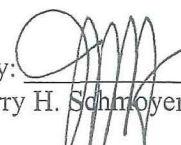
Witnesses:


 Print Name: CHERYL A. HOFFMANN


 Print Name: LINDA S. DAVIS

MIROMAR LAKES, LLC, a Florida
 limited liability company

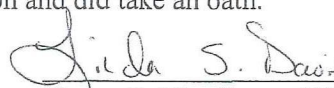
By: **MIROMAR DEVELOPMENT
 CORPORATION**, a Florida corporation,
 Its: Managing Member

By: 
 Jerry H. Schmoyer, Executive Vice President

STATE OF FLORIDA
 COUNTY OF LEE

The foregoing instrument was acknowledged before me this 25 day of September, 2009, by Jerry Schmoyer, as Executive Vice President, of Miromar Development Corporation, a Florida corporation, Managing Member of Miromar Lakes, LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me or has provided a driver's license as identification and did take an oath.



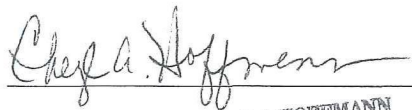

 Notary Public, State of Florida
 Print Name: LINDA S. DAVIS
 My Commission Expires: _____

JOINDER BY MASTER ASSOCIATION

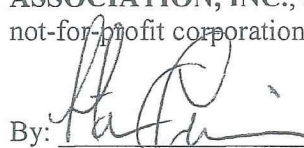
The Miromar Lakes Master Association, Inc., joins in and consents to the Second Amendment to Supplemental Declaration for the Costa Amalfi property dated the 25 day of September, 2009.

Witnesses:

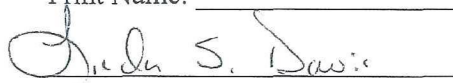
**MIROMAR LAKES MASTER
ASSOCIATION, INC.**, a Florida
not-for-profit corporation



Print Name: CHERYL A. HOFFMANN

By: 

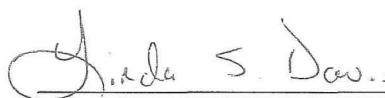
Steven C. Lewis, President



Print Name: LINDA S. DAVIS

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 25 day of September, 2009, by Steven C. Lewis, as President of Miromar Lakes Master Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has provided a driver's license as identification and did take an oath.



Notary Public, State of Florida
Print Name: LINDA S. DAVIS
My Commission Expires: _____



JOINDER BY MARK STUART AIN

Mark Stuart Ain joins in and consents to the Second Amendment to Supplemental Declaration for the Costa Amalfi property dated the 25 day of September, 2009.

Witnesses:

Cheryl L. Ferruccio

Print Name: Cheryl L. Ferruccio

Maria M. Graham

Print Name: Maria M. Graham

By: Mark Stuart Ain

Mark Stuart Ain

~~STATE OF FLORIDA~~ ^{Commonwealth} State of Massachusetts
~~COUNTY OF LEE~~ County of Middlesex

The foregoing instrument was acknowledged before me this 25 day of September, 2009, Mark Stuart Ain. He is personally known to me or has provided a driver's license as identification and did take an oath.



KIRK DOUGLAS FREVOLD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 9, 2014

Kirk Frevold
Notary Public
Print Name: Kirk Frevold
My Commission Expires: May 9, 2014

JOINDER BY LEN AND CAROL, LLC

Len and Carol, LLC, a Florida limited liability company, joins in and consents to the Second Amendment to Supplemental Declaration for the Costa Amalfi property dated the 21st day of September, 2009.

Witnesses:

LEN AND CAROL, LLC, a Florida limited liability company

By: Leonard W. Szkotak, Carol Szkotak

Its: Managing Member

[Signature]

Print Name: Jeff Garard

[Signature]

Print Name: Jeff Garard

By: [Signature]
Leonard W. Szkotak

By: [Signature]
Carol Szkotak

STATE OF NJ
COUNTY OF CAMPDEN

The foregoing instrument was acknowledged before me this 21st day of September, 2009, Leonard W. Szkotak, and Carol Szkotak as Managing Members of Len and Carol, LLC, a Florida limited liability company. He is personally known to me or has provided a driver's license as identification and did take an oath.

[Signature]
Notary Public, State of Florida NJ
Print Name: JOAN MARIE MILLER
My Commission Expires: 7-18-2011



EXHIBIT "A"

COSTA AMALFI LEGAL DESCRIPTION

Lots 1 through 16, inclusive and all tracts identified on the Plat of Miromar Lakes Unit XII – Costa Amalfi as recorded in Instrument No. 2008000338718, of the Public records of Lee County, Florida.

THIS DOCUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Mark W. Geschwendt, Esq.
Miromar Development Corporation
10801 Corkscrew Road, Suite 305
Estero, Florida 34135

INSTR # 2011000127454, Pages 4
Doc Type AGR, Recorded 06/02/2011 at 11:09 AM,
Charlie Green, Lee County Clerk of Circuit Court
Rec. Fee \$35.50
Deputy Clerk LFAHRNER
#2

Parcel ID: 13-46-25-03-00000.0120

THIRD AMENDMENT TO SUPPLEMENTAL DECLARATION

COSTA AMALFI

This Third Amendment to Supplemental Declaration ("Third Amendment") is made this 24th day of May, 2011, by **MIROMAR LAKES, LLC**, a Florida limited liability company (the "Declarant"), and is joined in by **MIROMAR LAKES MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Master Association").

STATEMENT OF BACKGROUND INFORMATION

1. Terms used as defined terms without definition shall have the meaning ascribed to them in the Declaration of Covenants, Conditions, Restrictions and Easements for Miromar Lakes Master Association, Inc. recorded in Official Record Book 3343, Page 294 et seq. of the Public Records of Lee County, Florida, as the same may be amended from time to time (the "Declaration").

2. Paragraph 22.2 of the Declaration permits the Declarant to unilaterally amend the Declaration, any supplement or any neighborhood supplement prior to turnover and turnover has not yet occurred.

3. The Declarant desires to amend certain provisions of the Supplemental Declaration recorded on December 30, 2008, instrument number 2008000338719 of the Public records for Lee County, Florida, the First Amendment to Supplemental Declaration recorded March 4, 2009, instrument number 2009000057166 and the Second Amendment to the Supplemental Declaration recorded on September, 28, 2009, instrument number 2009000263266 ("Supplemental Declaration") to allow for larger single family dwelling units.

4. The covenants and restrictions set forth in this Third Amendment to Supplemental Declaration are appurtenant to and run with the real property legally described on **Exhibit "A"** attached (the "Property").

AMENDED SUPPLEMENTAL DECLARATION

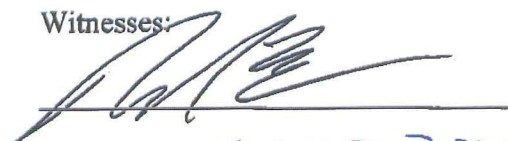
1. Amendment to Supplemental Declaration. Declarant amends paragraph 5 of the Supplement Declaration to provide that the maximum square footage for a single family dwelling constructed on Lots 1, 2, 3, 4, 6, 7, 9, 10, 12, 13, and 14 within Costa Amalfi, subject to Lee County Building Restrictions, shall be Five Thousand (5,000) square feet of air-conditioned floor area constructed with the minimum setbacks as

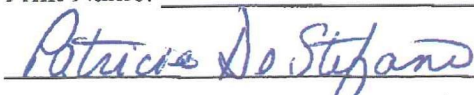
described in the Supplemental Declaration and subject to approval of the NCC.

3. Continuing Effect of Supplemental Declaration. Except as modified, supplemented and amended by this Third Amendment to the Supplemental Declaration, all of the provisions, terms and conditions of the Supplemental Declaration, as amended, for Costa Amalfi shall remain in full force and effect. Declarant ratifies and confirms the Declaration and Supplemental Declaration, as amended by this Third Amendment to Supplemental Declaration and all restrictions, covenants, easements, charges and liens set forth in this Third Amendment.

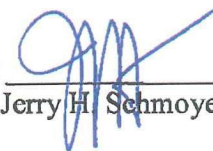
This Third Amendment to Supplemental Declaration has been executed as of the date first above written.

Witnesses:


 Print Name: MICHAEL BELGA


 Print Name: Patricia DeStefano

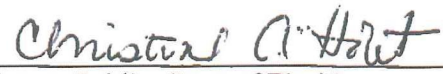
MIROMAR LAKES, LLC, a Florida
 limited liability company
 By: **MIROMAR DEVELOPMENT
 CORPORATION**, a Florida corporation,
 Its: Managing Member

By: 
 Jerry H. Schmoyer, Executive Vice President

STATE OF FLORIDA
 COUNTY OF LEE

The foregoing instrument was acknowledged before me this 24th day of May, 2011, by Jerry Schmoyer, as Executive Vice President, of Miromar Development Corporation, a Florida corporation, Managing Member of Miromar Lakes, LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me or has provided a driver's license as identification and did take an oath.

NOTARY PUBLIC-STATE OF FLORIDA
 Christine A. Hobot
 Commission #DD793166
 Expires: JUNE 29, 2012
 BONDED THRU ATLANTIC BONDING CO., INC.

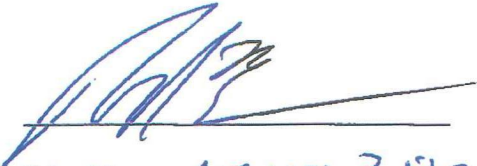

 Notary Public, State of Florida
 Print Name: Christine A. Hobot
 My Commission Expires: June 29, 2012

JOINDER BY MASTER ASSOCIATION

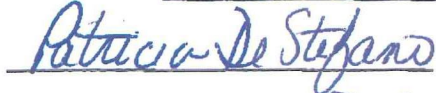
The Miromar Lakes Master Association, Inc., joins in and consents to the Third Amendment to Supplemental Declaration for the Costa Amalfi property dated the 24th day of May, 2011.

Witnesses:

**MIROMAR LAKES MASTER
ASSOCIATION, INC.**, a Florida
not-for-profit corporation



Print Name: MICHAEL B. ELGIN



Print Name: Patricia DeStefano

By:



Timothy Byal, President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 24th day of May, 2011, by Timothy Byal, as President of Miromar Lakes Master Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has provided a driver's license as identification and did take an oath.

NOTARY PUBLIC-STATE OF FLORIDA
Christine A. Hobot
Commission #DD793166
Expires: JUNE 29, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

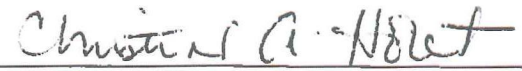

Notary Public, State of Florida
Print Name: Christine A. Hobot
My Commission Expires: June 29, 2012

EXHIBIT "A"

COSTA AMALFI LEGAL DESCRIPTION

Lots 1 through 16, inclusive and all tracts identified on the Plat of Miromar Lakes Unit XII – Costa Amalfi as recorded in Instrument No. 2008000338718, of the Public records of Lee County, Florida.

EXHIBIT C

MIROMAR LAKES
MASTER ASSOCIATION

October 16, 2014

Shannan O'Brien
Harbourside Custom Homes
8200 Health Center Blvd. #104
Bonita Springs, FL 34135
(239) 949-0200/(239) 949-3339 fax
Shannan@hchfl.com

Re: Costa Amalfi, Lot 3 and 4, Miromar Lakes

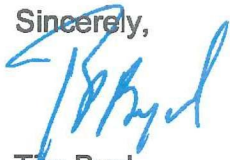
Dear Shannon:

We are in receipt of the Preliminary Submission for the Two (2) proposed Custom Residence at 11789 and 11783 Via Savona Court in Miromar Lakes. Your variance request is **Approved**.

- **Site Plan – Approved.**
 - A variance request in the front setback for a front loaded garage is approved for a reduction from 20'-0" to 15'-0" front setback.

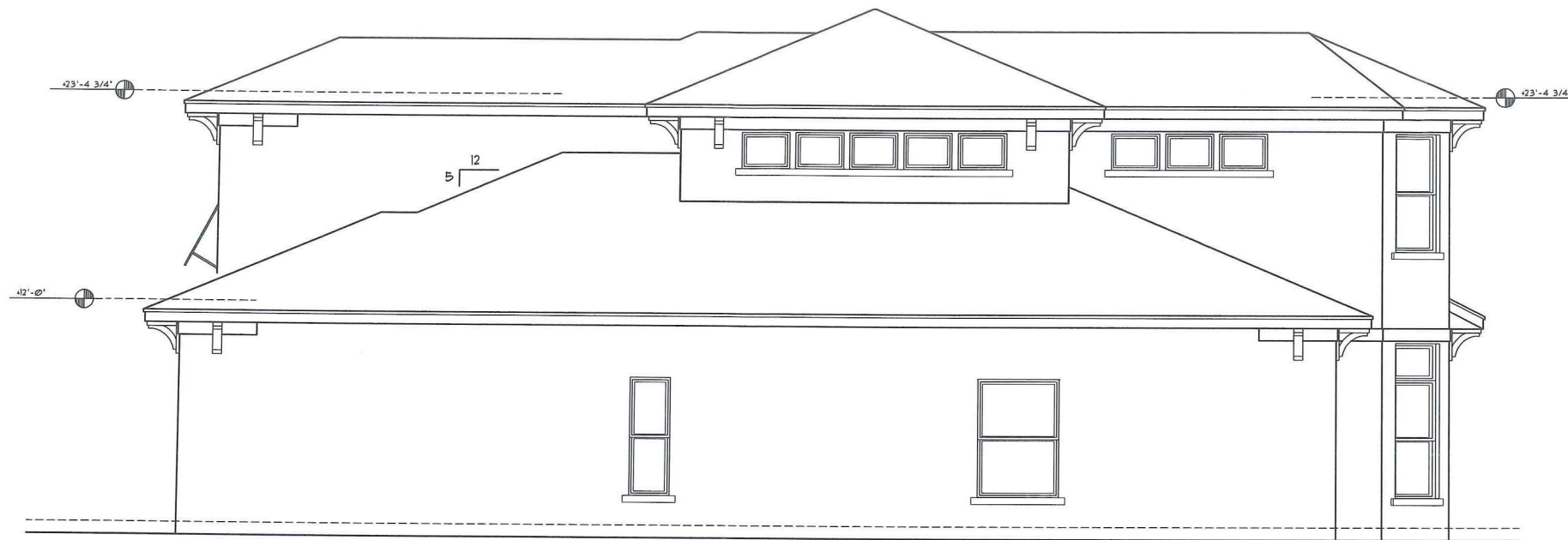
Thank you for submitting the plans for our review and should you have any questions, please do not hesitate to call us.

Sincerely,



Tim Byal
Miromar Lakes Master Association, President

EXHIBIT "B"



Right Elevation

1/4" = 1'-0"



Front Elevation

1/4" = 1'-0"



Niles Design Group, Inc.
Phone (239) 514-1000 Fax (239) 514-1001
E-Mail: nilesdesigngroup.com

The Cilento
Lot 3 Costa Amafi
Miromar



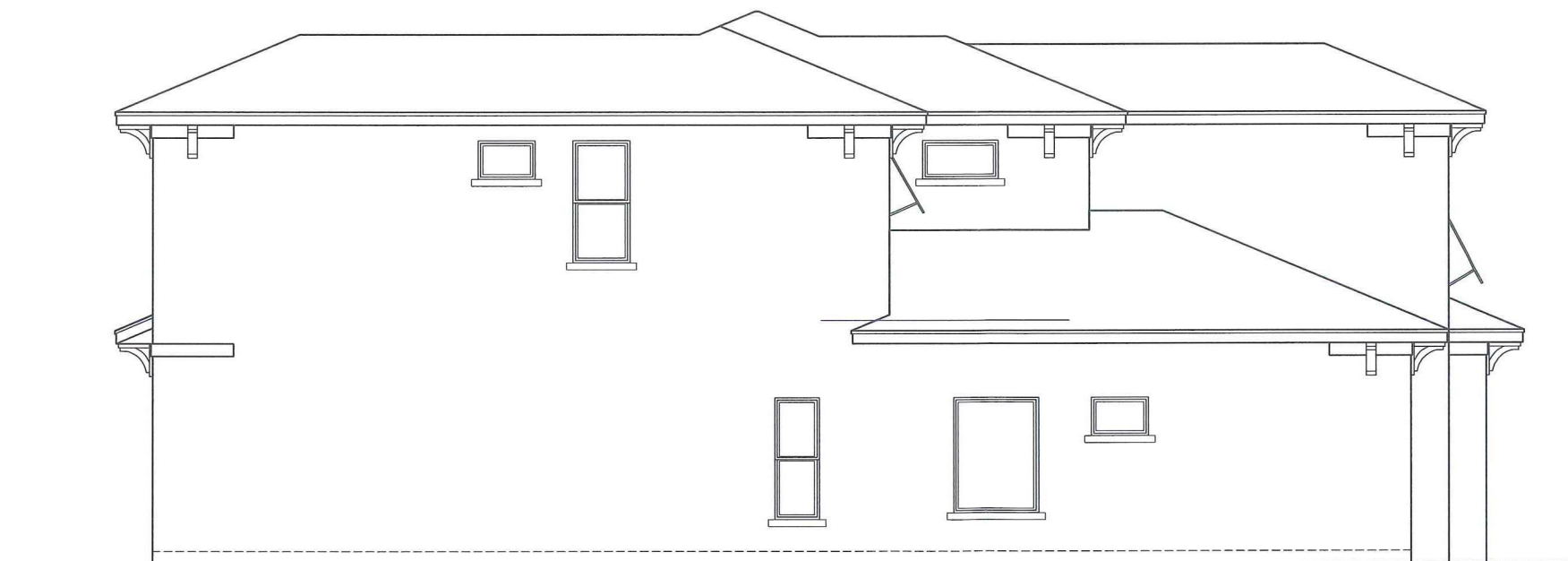
Harbourside Custom Homes
Phone (239) 949-0200

DATE	DATE
DRAWN	DRAWN
CHECK	JOB#
REVISIONS	



Rear Elevation

1/4" = 1'-0"



Left Elevation

1/4" = 1'-0"

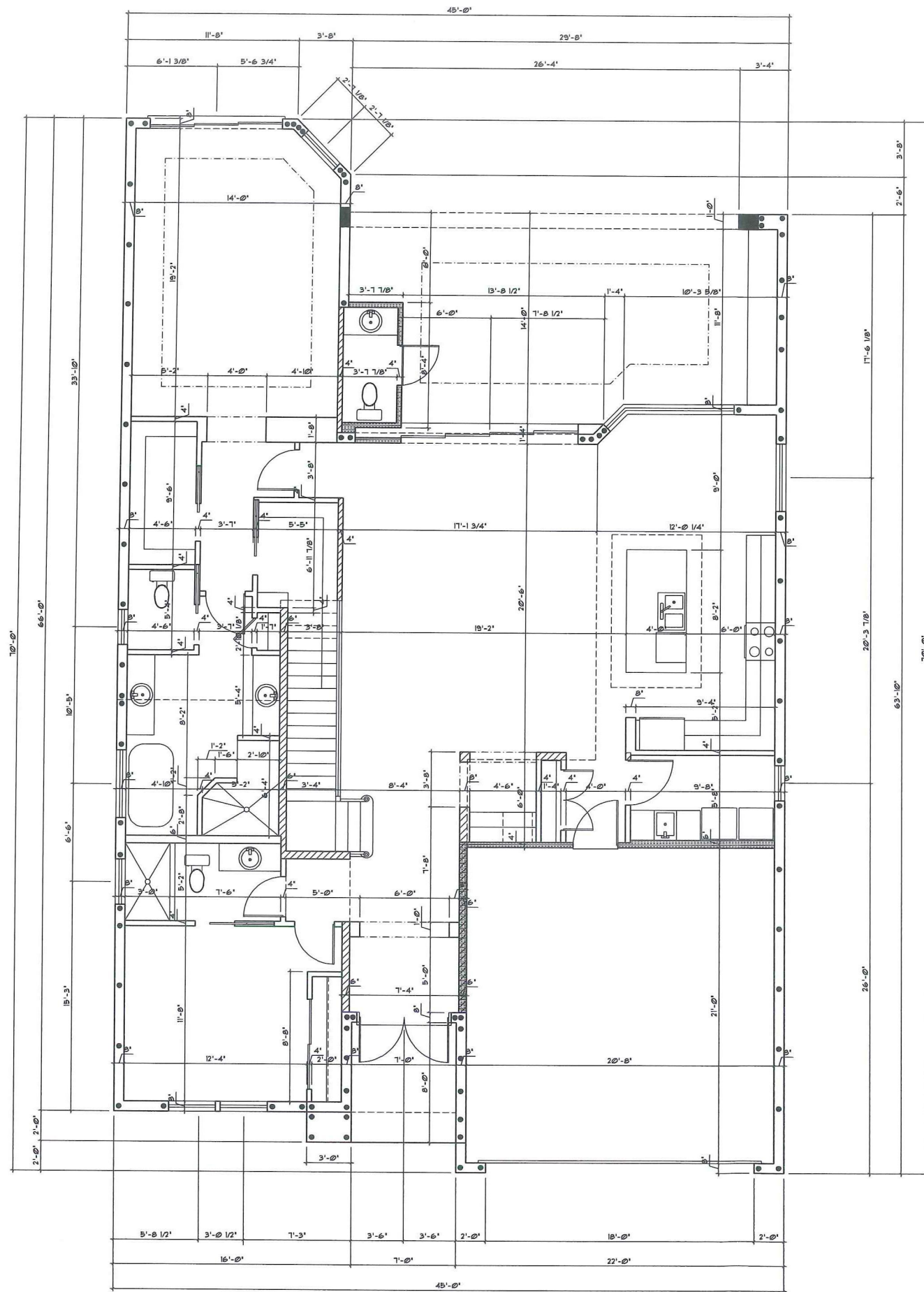


Nilles Design Group, Inc.
Phone (239) 514-1000 Fax (239) 514-1001
E-Mail anilles@nillesdesign.com

The Cilento
Lot 3 Costa Amalfi
Miromar

HCH
Harbourside Custom Homes
Phone (239) 949-0200

DATE	DATE
DRAWN	DRAWN
CHECK	JOB#
REVISIONS	



1st Floor Plan w/Dimensions

1/4" = 1'-0"

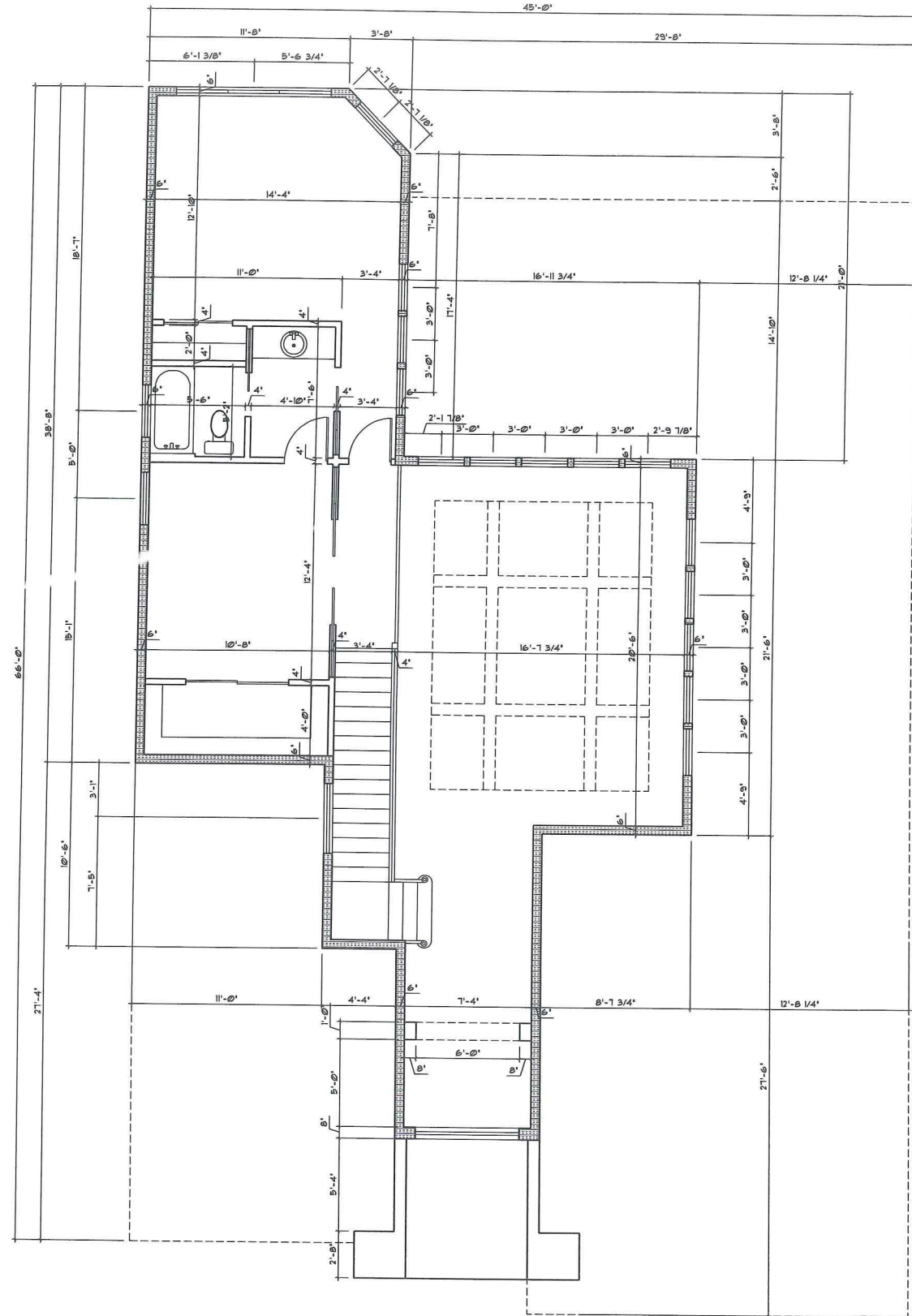
DATE	DATE
DRAWN	DRAWN
CHECK	JOB#
REVISIONS	

HCH
Harbourside Custom Homes
Phone (239) 949-0200

The Cilento
Lot 3 Costa Amalfi
Miromar



Nilles Design Group, Inc.
Phone (239) 514-1100 Fax (239) 514-1071
E-Mail anniles@nillesdesign.com



2nd Floor Plan w/Dimensions

1/4" = 1'-0"

DATE	DATE
DRAWN	DRAWN
CHECK	JOB#
REVISIONS	

HCH
Harbourside Custom Homes
Phone (239) 949-0200

The Cilento
Lot 3 Costa Amalfi
Miromar



Nilles Design Group, Inc.
Phone (239) 514-7100 Fax (239) 514-7101
E-Mail anilles@nillesdesign.com