

STONEYBROOK

COMMUNITY DEVELOPMENT DISTRICT

May 14, 2024

BOARD OF SUPERVISORS

SPECIAL MEETING AGENDA

**STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

Stoneybrook Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W • Boca Raton, Florida 33431
Phone: (561) 571-0010 • Fax: (561) 571-0013 • Toll-free: (877) 276-0889

May 7, 2024

ATTENDEES:
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors
Stoneybrook Community Development District

NOTE: 5-Minute Speaker Limit; 30-Minute Topic

Dear Board Members:

The Board of Supervisors of the Stoneybrook Community Development District will hold a Special Meeting on May 14, 2024 at 9:00 a.m., at the Stoneybrook Community Center, 11800 Stoneybrook Golf Boulevard, Estero, Florida 33928. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments (*5 Minutes*)
3. Discussion/Consideration:
 - A. Corkscrew Pines Plat
 - B. Declarations of Covenants, Conditions, and Restrictions for Corkscrew Pines
4. NEXT MEETING DATE: May 28, 2024 at 6:00 PM [Presentation of Fiscal Year 2024/2025 Proposed Budget]


○ QUORUM CHECK

SEAT 1	PHILIP SIMONSEN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	CHRIS BRADY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	PHIL OLIVE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	ADAM DALTON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	EILEEN HUFF	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

5. Supervisors' Requests
6. Adjournment

Should you have any questions, please do not hesitate to contact me directly at (239) 464-7114.

Sincerely,


Chesley E. Adams, Jr.
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 229 774 8903

**STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT**

3A

DEDICATION:

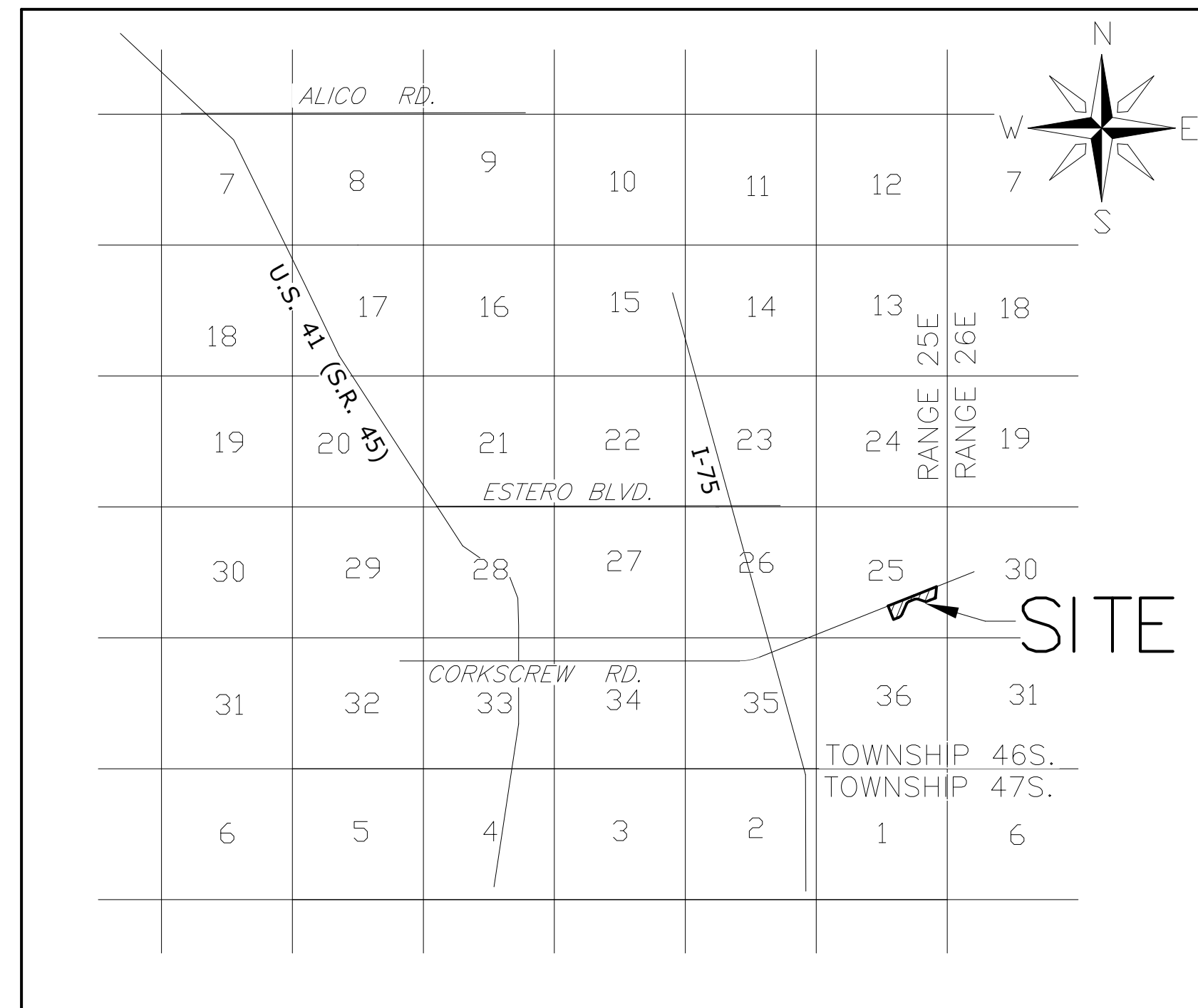
KNOW ALL MEN BY THESE PRESENTS, MIDGARD SELF STORAGE ESTERO FL, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND CC PROPERTIES ENTERPRISE, LLC A FLORIDA LIMITED LIABILITY COMPANY OWNERS OF THE LANDS HEREIN DESCRIBED HAVE CAUSED THIS PLAT ENTITLED "CORKSCREW PINES", A SUBDIVISION LYING IN SECTION 25, TOWNSHIP 46 SOUTH, RANGE 25 EAST, VILLAGE OF ESTERO, LEE COUNTY FLORIDA. A REPLAT OF TRACTS "A", "B", "C", "D", "F", "H" AND "I" STONEYBROOK-UNIT 8, A SUBDIVISION, AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2007000198961, PUBLIC RECORDS OF THE VILLAGE OF ESTERO, LEE COUNTY, FLORIDA, TO BE MADE, AND DOES HEREBY DEDICATE THE FOLLOWING TRACTS AND EASEMENTS FOR THE PURPOSES DESCRIBED:

- A. RESERVE TO MIDGARD SELF STORAGE ESTERO FL, LLC, A FLORIDA LIMITED LIABILITY COMPANY ITS SUCCESSORS AND OR ASSIGNS AND CC PROPERTIES ENTERPRISE, LLC, A FLORIDA LIMITED LIABILITY COMPANY ITS SUCCESSORS AND OR ASSIGNS:
1. TRACT "S-1" AS A PRIVATE ROAD RIGHT OF WAY (R/W) FOR INGRESS AND EGRESS PURPOSES WITH NO RESPONSIBILITY FOR MAINTENANCE.
2. ALL DRAINAGE EASEMENTS (D.E.), AS DEPICTED FOR DRAINAGE AND STORM WATER MANAGEMENT PURPOSES WITH NO RESPONSIBILITY FOR MAINTENANCE.
3. ALL SIDEWALK EASEMENTS (S.W.E.) AS SHOWN ON THIS PLAT WITH NO MAINTENANCE RESPONSIBILITIES.
B. DEDICATE TO CORKSCREW PINES PROPERTY OWNERS ASSOCIATION, INC., ITS SUCCESSORS AND OR ASSIGNS:
1. TRACT "S-1" AS A PRIVATE ROAD RIGHT OF WAY (R/W) FOR INGRESS AND EGRESS PURPOSES WITH RESPONSIBILITY FOR MAINTENANCE.
2. ALL DRAINAGE EASEMENTS (D.E.), AS DEPICTED FOR DRAINAGE AND STORM WATER MANAGEMENT PURPOSES WITH RESPONSIBILITY FOR MAINTENANCE (THE OWNERS OF EACH TRACT WILL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LATERAL AND SERVICE LINES AFFECTING THEIR TRACT).
3. ALL SIDEWALK EASEMENTS (S.W.E.) AS SHOWN ON THIS PLAT WITH MAINTENANCE RESPONSIBILITIES.
C. DEDICATE TO PUBLIC AND PRIVATE UTILITY COMPANIES:
ALL PUBLIC UTILITY EASEMENTS (P.U.E.) SHOWN HEREON, AS A NON-EXCLUSIVE EASEMENT FOR USE IN PERFORMING AND DISCHARGING THEIR RESPECTIVE RIGHTS, DUTIES AND OBLIGATIONS TO PROVIDE UTILITY (INCLUDING CABLE TELEVISION) AND GOVERNMENTAL SERVICES AND FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF SUCH UTILITY AND GOVERNMENTAL SERVICES, PROVIDED HOWEVER, SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL NOT INTERFERE WITH THE FACILITIES AND SERVICES OF ANY OTHER PRIVATE OR PUBLIC UTILITY. IN THE EVENT ANY PUBLIC OR PRIVATE UTILITY OR ANY GOVERNMENTAL BODY DAMAGES THE FACILITIES OF ANY OTHER PRIVATE OR PUBLIC UTILITY OR GOVERNMENTAL BODY, SUCH UTILITY OR GOVERNMENTAL BODY SHALL BE SOLELY RESPONSIBLE FOR, AND SHALL BE REQUIRED TO MAKE REPAIR OF SUCH DAMAGES.
D. DEDICATE TO LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (LEE COUNTY):
1. THOSE NON-EXCLUSIVE LEE COUNTY UTILITY EASEMENTS (L.C.U.E.) AS SHOWN AND OR NOTED HEREIN FOR THE PURPOSES OF PERFORMING AND DISCHARGING ITS DUTIES AND OBLIGATIONS TO PROVIDE POTABLE WATER DISTRIBUTION AND SANITARY SEWER COLLECTION SERVICES, WITH MAINTENANCE RESPONSIBILITIES.
E. DEDICATE TO ESTERO FIRE RESCUE AND LEE COUNTY:
1. A NON-EXCLUSIVE EMERGENCY ACCESS EASEMENT (E.A.E.) OVER AND ACROSS TRACT "S-1" FOR THE SOLE PURPOSE OF PERMITTING EMERGENCY AND SERVICE VEHICLES THEREON, WITH NO RESPONSIBILITY FOR MAINTENANCE THEREOF.
F. DEDICATE TO THE STONEYBROOK COMMUNITY DEVELOPMENT DISTRICT:
1. ALL DRAINAGE EASEMENTS (D.E.), AS DEPICTED FOR DRAINAGE AND STORMWATER MANAGEMENT PURPOSES WITH NO RESPONSIBILITY FOR MAINTENANCE.
2. A NON-EXCLUSIVE EASEMENT OVER AND ACROSS TRACT "S-1" FOR THE SOLE AND LIMITED PURPOSES OF PERMITTING ACCESS TO AND FROM ALL DRAINAGE EASEMENTS (D.E.) AND PERMITTING ACCESS TO AND FROM TRACT "G" OF THE PLAT OF STONEYBROOK - UNIT 8, A SUBDIVISION, AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2007000198961, PUBLIC RECORDS, LEE COUNTY, FLORIDA.

CORKSCREW PINES

A SUBDIVISION LYING IN SECTION 25, TOWNSHIP 46 SOUTH, RANGE 25 EAST, VILLAGE OF ESTERO, LEE COUNTY FLORIDA. A REPLAT OF TRACTS "A", "B", "C", "D", "F", "H" AND "I" STONEYBROOK-UNIT 8, A SUBDIVISION, AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2007000198961, PUBLIC RECORDS OF THE VILLAGE OF ESTERO, LEE COUNTY, FLORIDA.

VICINITY SKETCH: NOT TO SCALE



LEE COUNTY, FLORIDA

NOTICE: LANDS DESCRIBED IN THIS PLAT MAY BE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE, WATER AND SEWER FACILITIES BEING ACCEPTED FOR MAINTENANCE BY LEE COUNTY OR THE VILLAGE OF ESTERO. ANY PURCHASER OF A LOT IN THIS SUBDIVISION IS ADVISED TO DETERMINE WHETHER THE LOT MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OF OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE OR IMPROVEMENT OF ROADS, DRAINAGE, WATER AND SEWER FACILITIES.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

LEGEND

- D.E. DRAINAGE EASEMENT
P.R.M. PERMANENT REFERENCE MONUMENT
P.U.E. PUBLIC UTILITY EASEMENT
SQ. FT. SQUARE FEET
P.S.M. PROFESSIONAL SURVEYOR & MAPPER
S.I.R. SET 5/8" IRON ROD AND CAP LS5560
F.I.R. FOUND 5/8" IRON ROD
FLA. STATUTES FLORIDA STATUTES
L.M.E. LAKE MAINTENANCE EASEMENT
S.P.K. SET PARKER KALON NAIL AND DISK LS5560
FPL FLORIDA POWER AND LIGHT
S.W.E. SIDEWALK EASEMENT
L.B.E. LANDSCAPE BUFFER EASEMENT
R/W PRIVATE ROAD RIGHT-OF-WAY
E.A.E. EMERGENCY ACCESS EASEMENT

TITLE NOTES:

- 1. SUBJECT TO BLANKET CABLE SERVICE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3040 PAGE 1072.
2. SUBJECT TO BLANKET EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3069 PAGE 2495 AS AMENDED.
3. SUBJECT TO BLANKET RESTRICTIONS, COVENANTS, CONDITIONS AND EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 3204 PAGE 4594 AS AMENDED.
4. SUBJECT TO BLANKET EASEMENTS FOR CONSTRUCTION AND MAINTENANCE RECORDED IN INSTRUMENT #2007000198961.
5. SUBJECT TO BLANKET GRANT OF EASEMENT IN FAVOR OF COMCAST AS RECORDED IN INSTRUMENT #2009000131324.
6. SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CORKSCREW PINES AS RECORDED AS INSTRUMENT NUMBER

NOTES:

- 1.) BEARINGS ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD AS BEING S 61°46'32" W AND STONEYBROOK-UNIT 8, ACCORDING TO THE PLAT THEREOF AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2007000198961, PUBLIC RECORDS OF THE VILLAGE OF ESTERO, LEE COUNTY, FLORIDA.
2.) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
3.) ALL CURVES SHOWN HEREON ARE CIRCULAR UNLESS OTHERWISE NOTED.
4.) ALL LINES ARE RADIAL UNLESS OTHERWISE NOTED.
5.) EASEMENTS ALONG LOT LINES ARE CENTERED ON SAID LOT LINE UNLESS OTHERWISE NOTED.

PROPERTY DESCRIPTION

TRACTS A, B, C, D, F, H AND I, OF STONEYBROOK-UNIT 8, ACCORDING TO THE PLAT THEREOF AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2007000198961, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

VILLAGE APPROVALS:

THIS PLAT IS ACCEPTED AND APPROVED BY THE VILLAGE COUNCIL, ESTERO, FLORIDA THIS ___ DAY OF _____, 2024.

JON MC LAIN
MAYOR, VILLAGE OF ESTERO

CAROL SACCO
VILLAGE CLERK, VILLAGE OF ESTERO

MARY GIBBS
COMMUNITY DEVELOPMENT DIRECTOR, VILLAGE OF ESTERO

ROBERT M. ESCHENFELDER
VILLAGE OF ESTERO ATTORNEY

VILLAGE OF ESTERO SURVEYOR

REVIEW BY THE DESIGNATED COUNTY PSM DETERMINED THAT THIS PLAT CONFORMS TO THE REQUIREMENT OF F.S. CHAPTER 177, PART 1 OF THE FLORIDA STATUTES.

ALLEN M. VOSE III, LS 7191
PROFESSIONAL SURVEYOR AND MAPPER
AS VILLAGE OF ESTERO DESIGNATED P.S.M.

CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF CORKSCREW PINES, A SUBDIVISION LYING IN SECTION 25, TOWNSHIP 46 SOUTH, RANGE 25 EAST, VILLAGE OF ESTERO, LEE COUNTY, FLORIDA. A REPLAT OF TRACTS "A", "B", "C", "D", "F", "H" AND "I" STONEYBROOK-UNIT 8, A SUBDIVISION, AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2007000198961, PUBLIC RECORDS OF THE VILLAGE OF ESTERO, LEE COUNTY, FLORIDA, WAS FILED FOR RECORD AT _____ M. THIS _____ DAY OF _____, 2024 AND DULY RECORDED AS INSTRUMENT NUMBER _____ IN THE PUBLIC RECORDS OF THE VILLAGE OF ESTERO, LEE COUNTY, FLORIDA.

KEVIN C. KARNES
CLERK OF CIRCUIT COURT
IN AND FOR LEE COUNTY

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF CORKSCREW PINES, A SUBDIVISION LYING IN SECTION 25, TOWNSHIP 46 SOUTH, RANGE 25 EAST, VILLAGE OF ESTERO, LEE COUNTY, FLORIDA. A REPLAT OF TRACTS "A", "B", "C", "D", "F", "H" AND "I" STONEYBROOK-UNIT 8, A SUBDIVISION, AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2007000198961, PUBLIC RECORDS OF THE VILLAGE OF ESTERO, LEE COUNTY, FLORIDA, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS (PRM'S) HAVE BEEN PLACED AT THE LOCATIONS SHOWN ON THIS PLAT.

DATE: 04/22/2024

P.S.M. #5560
KRIS SLOSSER
STATE OF FLORIDA
4642 VILLA CAPRI LANE, BONITA SPRINGS, FL 34134

ADDITIONAL TEXT IS ACCEPTABLE; DECLARATION TO BE RECORDED BEFORE THE PLAT IS RECORDED AND BLANK LINE FILLED IN.

LANGUAGE IN DEDICATIONS F.1 AND F.2 ARE ACCEPTABLE

ACKNOWLEDGMENT:

STATE OF FLORIDA COUNTY OF LEE
THE FOREGOING INSTRUMENT WAS SWORN TO (OR AFFIRMED) AND SUBSCRIBED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, ON _____ (DATE)
RALPH CIOFFI, AS MANAGER MGRG GROUP, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED _____ AS IDENTIFICATION.
NOTARY PUBLIC - STATE OF FLORIDA (SEAL)
PRINTED NAME

ACKNOWLEDGMENT:

STATE OF FLORIDA COUNTY OF LEE
THE FOREGOING INSTRUMENT WAS SWORN TO (OR AFFIRMED) AND SUBSCRIBED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, ON _____ (DATE)
BY TODD M. ALLEN, MANAGER OF MIDGARD SELF STORAGE ESTERO FL, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED _____ AS IDENTIFICATION.
NOTARY PUBLIC - STATE OF FLORIDA (SEAL)
PRINTED NAME

DOS2021-E008/ PLI2022-E004

LEGEND

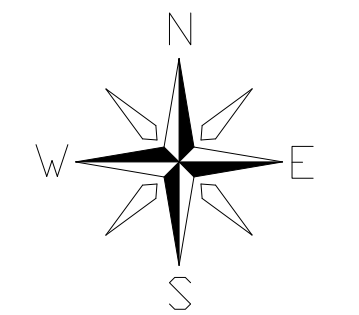
D.E.	DRAINAGE EASEMENT	N.R.	NOT RADIAL
L.C.U.E.	LEE COUNTY UTILITY EASEMENT	INST.	INSTRUMENT
P.C.P.	PERMANENT CONTROL POINT	L.B.E.	LANDSCAPE BUFFER EASEMENT
C/L	CENTERLINE	SQ.	SQUARE FEET
P.U.E.	PUBLIC UTILITY EASEMENT	I.E.	IRRIGATION EASEMENT
C.E.	CONSERVATION EASEMENT	P.B.	INDICATES PLAT BOOK
•	INDICATES POINT OF INTERSECTION, POINT OF CURVATURE, POINT OF TANGENCY OR POINT OF REVERSE CURVATURE	A.E.	ACCESS EASEMENT
●	PERMANENT CONTROL POINT	P.R.M.	PERMANENT REFERENCE MONUMENT
S.I.R.	SET PERMANENT REFERENCE MONUMENT, 5/8" IRON ROD STAMPED "PCP LS5560"	P.A.E.	PUBLIC ACCESS EASEMENT
F.I.R.	FOUND 5/8" IRON ROD	R.O.W.	RIGHT-OF-WAY
F.C.M.	FOUND CONCRETE MONUMENT 4"X4" UNLESS OTHERWISE NOTED	F.S.	FLORIDA STATUTES
F.P.K.	FOUND PARKER KALON NAIL & DISK	FPL	FLORIDA POWER AND LIGHT
		U.E.	UTILITY EASEMENT
		L.M.E.	LAKE MAINTENANCE EASEMENT
		R.E.	ROADWAY EASEMENT
		O.R.	OFFICIAL RECORDS BOOK
		R/W	PRIVATE ROAD RIGHT-OF-WAY
		CT	CURVE NUMBER (TYPICAL)
		L1	LINE NUMBER (TYPICAL)
		S.W.E.	SIDEWALK EASEMENT
		E.A.E.	EMERGENCY ACCESS EASEMENT

CORKSCREW PINES

A SUBDIVISION LYING IN SECTION 25, TOWNSHIP 46 SOUTH, RANGE 25 EAST, A REPLAT OF TRACTS "A", "B", "C", "D", "F", "H" AND "I" STONEYBROOK-UNIT 8, A SUBDIVISION, AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2007000198961, PUBLIC RECORDS OF THE VILLAGE OF ESTERO, LEE COUNTY, FLORIDA.

INSTRUMENT NUMBER

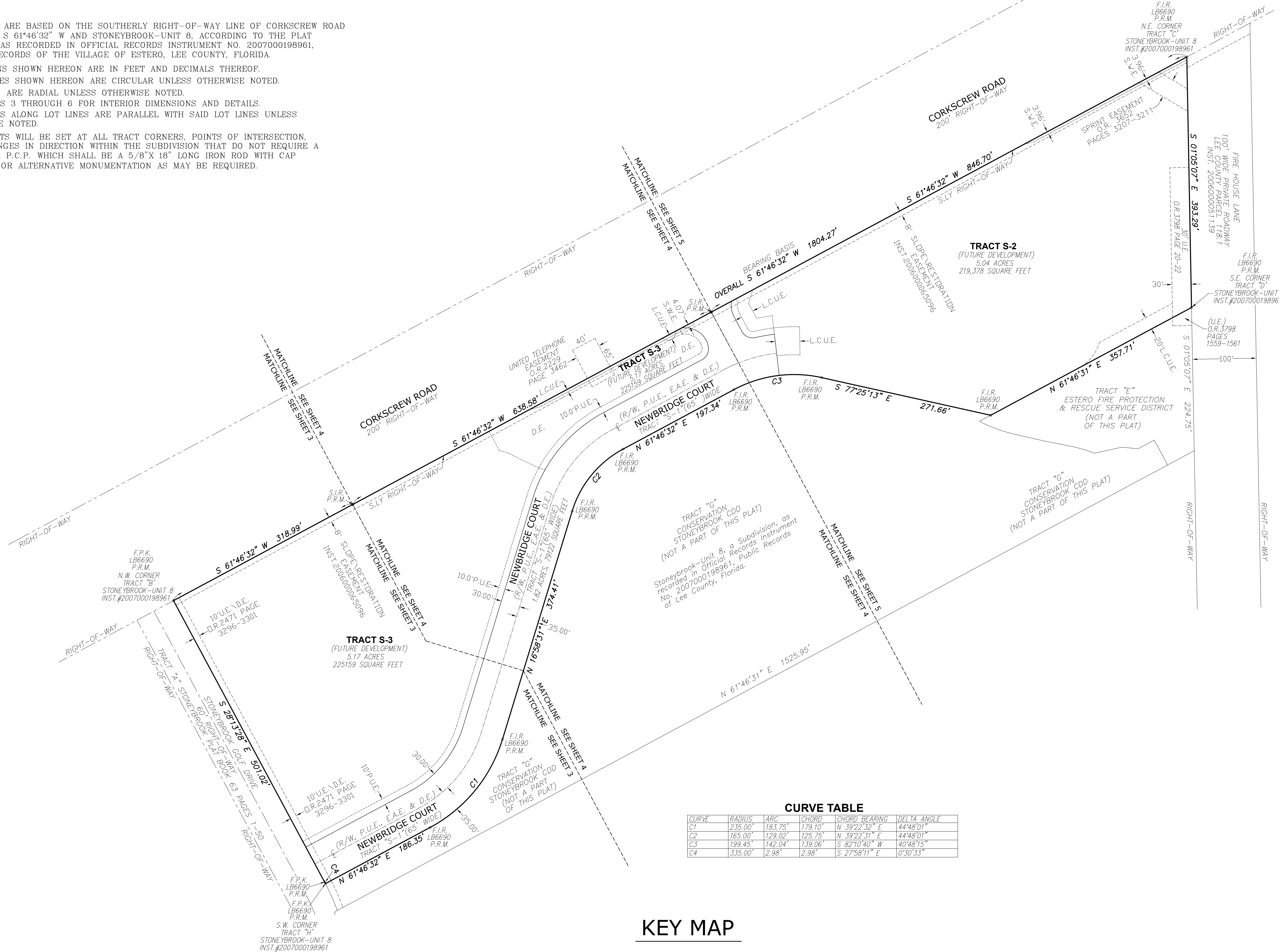
SHEET 2 OF 6 THIS INSTRUMENT PREPARED BY:
KRIS A. SLOSSER, L.S. #5560
KRIS A. SLOSSER
LAND SURVEYING
4642 VILLA CAPRI LANE
BONITA SPRINGS, FL. 34134
(239) 947-1915 FAX NO. (239) 947-9948



SCALE: 1" = 80'
0 40' 80' 120' 160'

NOTES:

- BEARINGS ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD AS BEING S 61°46'32" W AND STONEYBROOK-UNIT 8, ACCORDING TO THE PLAT THEREOF AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2007000198961, PUBLIC RECORDS OF THE VILLAGE OF ESTERO, LEE COUNTY, FLORIDA.
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 - ALL LINES ARE RADIAL UNLESS OTHERWISE NOTED.
 - SEE PAGES 3 THROUGH 6 FOR INTERIOR DIMENSIONS AND DETAILS.
 - EASEMENTS ALONG LOT LINES ARE PARALLEL WITH SAID LOT LINES UNLESS OTHERWISE NOTED.
- MONUMENTS WILL BE SET AT ALL TRACT CORNERS, POINTS OF INTERSECTION, AND CHANGES IN DIRECTION WITHIN THE SUBDIVISION THAT DO NOT REQUIRE A P.R.M. OR P.C.P. WHICH SHALL BE A 5/8" X 18" LONG IRON ROD WITH CAP "LS5560" OR ALTERNATIVE MONUMENTATION AS MAY BE REQUIRED.

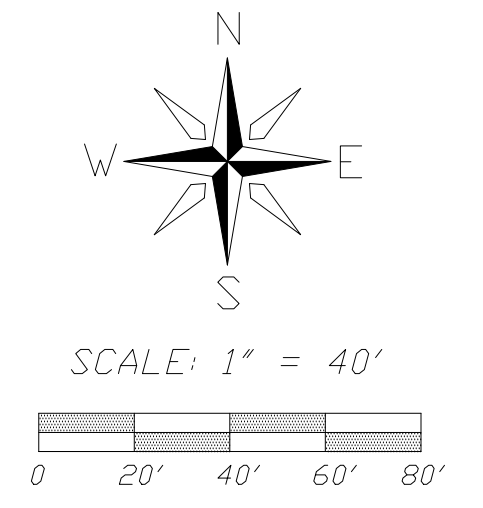


CURVE TABLE

CURVE	RADIUS	ARC	CHORD	CHORD BEARING	DELTA ANGLE
C1	235.00'	183.75'	179.10'	N 39°22'32" E	44°48'01"
C2	165.00'	129.02'	125.75'	N 39°22'31" E	44°48'01"
C3	199.45'	142.04'	139.06'	S 82°10'40" W	40°48'15"
C4	335.00'	2.98'	2.98'	S 27°58'11" E	0°30'33"

KEY MAP

D052021-E008/ PLT2022-E004



CORKSCREW PINES

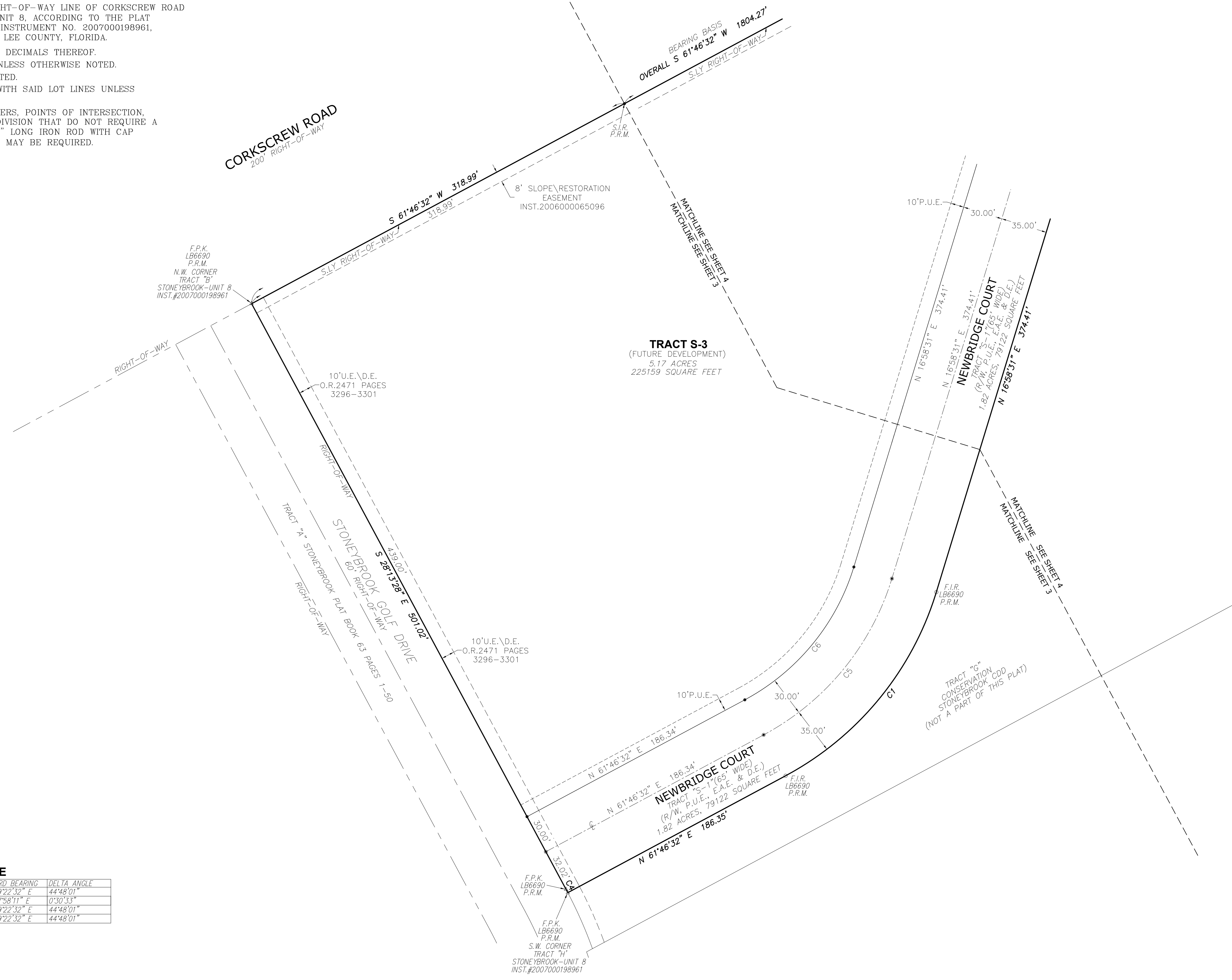
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LEGEND

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C.E.	CONSERVATION EASEMENT	P.B.	INDICATES PLAT BOOK
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⊙	PERMANENT CONTROL POINT SET PARKER KALON NAIL & DISK STAMPED "PCP LS5560"	P.R.M.	PERMANENT REFERENCE MONUMENT
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F.C.M.	FOUND CONCRETE MONUMENT 4"X4" UNLESS OTHERWISE NOTED	F.S.	FLORIDA STATUTES
F.P.K.	FOUND PARKER KALON NAIL & DISK	FPL	FLORIDA POWER AND LIGHT UTILITY EASEMENT
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NOTES:

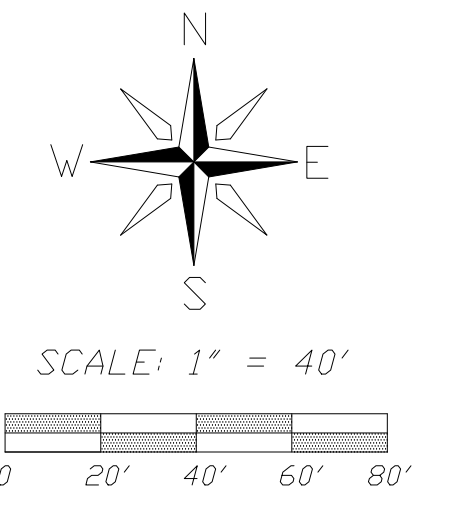
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C5	200.00'	156.38'	152.43'	N 39°22'32" E	44°48'01"
C6	170.00'	132.93'	129.56'	N 39°22'32" E	44°48'01"

DOS2021-E008/ PLT2022-E004



CORKSCREW PINES

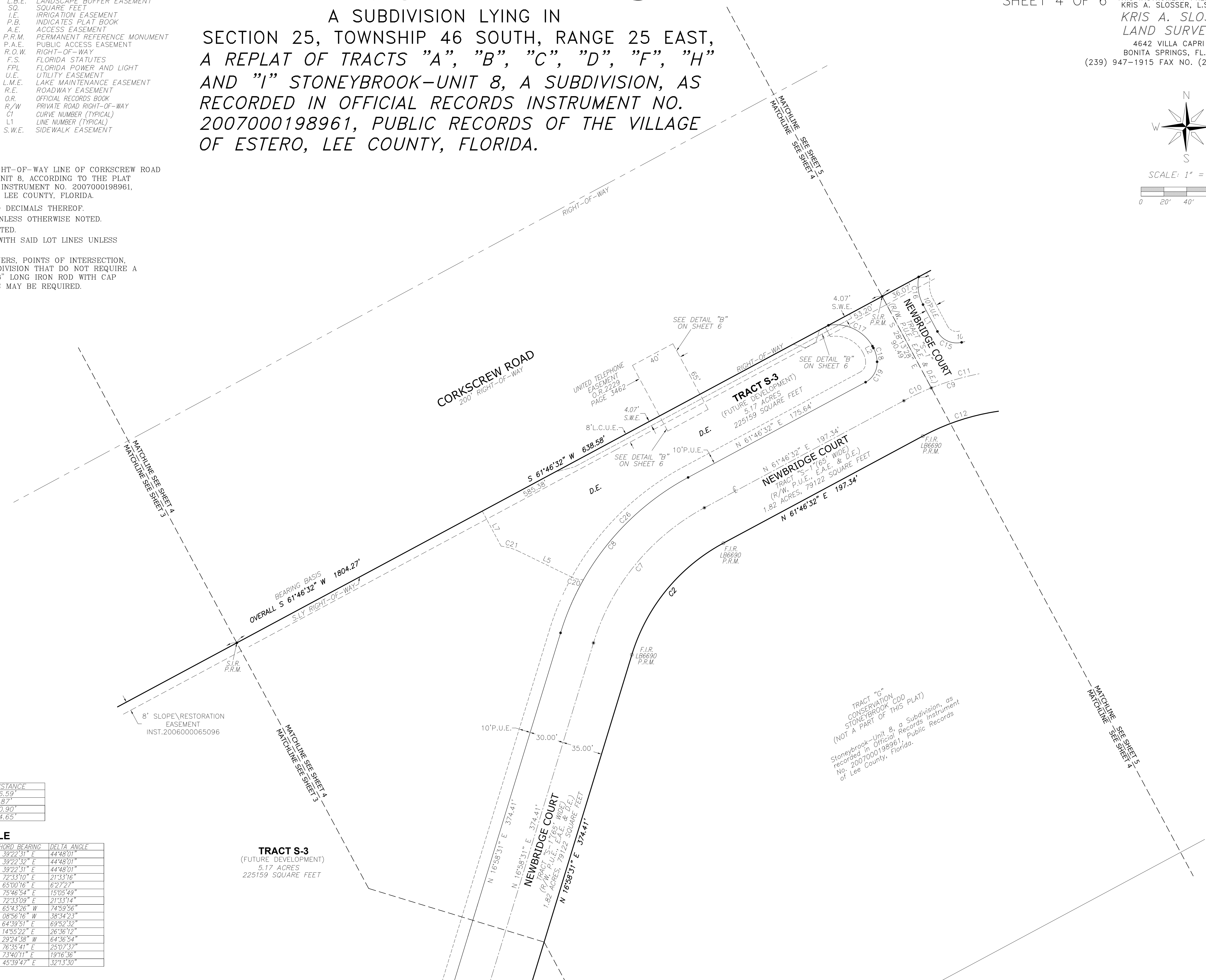
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E.A.E.	EMERGENCY ACCESS EASEMENT	L.M.E.	LAKE MAINTENANCE EASEMENT
		R.E.	ROADWAY EASEMENT
		O.R.	OFFICIAL RECORDS BOOK
		R/W	PRIVATE ROAD RIGHT-OF-WAY
		C1	CURVE NUMBER (TYPICAL)
		L1	LINE NUMBER (TYPICAL)
		S.W.E.	SIDEWALK EASEMENT

NOTES:

- BEARINGS ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD AS BEING S 61°46'32" W AND STONEYBROOK-UNIT 8, ACCORDING TO THE PLAT THEREOF AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2007000198961, PUBLIC RECORDS OF THE VILLAGE OF ESTERO, LEE COUNTY, FLORIDA.
 - DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
 - ALL CURVES SHOWN HEREON ARE CIRCULAR UNLESS OTHERWISE NOTED.
 - ALL LINES ARE RADIAL UNLESS OTHERWISE NOTED.
 - EASEMENTS ALONG LOT LINES ARE PARALLEL WITH SAID LOT LINES UNLESS OTHERWISE NOTED.
- MONUMENTS WILL BE SET AT ALL TRACT CORNERS, POINTS OF INTERSECTION, AND CHANGES IN DIRECTION WITHIN THE SUBDIVISION THAT DO NOT REQUIRE A P.R.M. OR P.C.P. WHICH SHALL BE A 5/8" X 18" LONG IRON ROD WITH CAP "LS5560" OR ALTERNATIVE MONUMENTATION AS MAY BE REQUIRED.



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 28°13'28" E	26.59'
L2	S 28°13'28" E	1.87'
L5	S 64°01'53" E	50.90'
L7	S 28°13'28" E	34.65'

CURVE TABLE

CURVE	RADIUS	ARC	CHORD	CHORD BEARING	DELTA ANGLE
C2	165.00'	129.02'	125.75'	N 39°22'31" E	44°48'01"
C7	200.00'	156.38'	152.43'	N 39°22'32" E	44°48'01"
C8	230.00'	179.84'	175.29'	N 39°22'31" E	44°48'01"
C9	234.45'	88.20'	87.68'	N 72°33'10" E	21°33'16"
C10	234.45'	26.42'	26.41'	N 65°00'16" E	6°27'27"
C11	234.45'	61.78'	61.60'	N 75°46'54" E	15°05'49"
C12	199.45'	75.03'	74.59'	N 72°33'09" E	21°33'14"
C15	19.00'	24.87'	23.13'	N 65°43'26" W	74°59'56"
C16	37.00'	24.91'	24.44'	N 08°56'16" W	38°34'23"
C17	37.04'	45.18'	42.43'	S 64°39'51" E	68°52'32"
C18	27.00'	12.54'	12.42'	S 14°55'22" E	26°36'12"
C19	19.06'	21.50'	20.38'	S 29°24'38" W	64°36'54"
C20	25.00'	10.96'	10.88'	S 76°35'41" E	25°07'37"
C21	48.00'	16.15'	16.07'	S 73°40'11" E	19°16'36"
C26	230.00'	129.36'	127.66'	N 45°39'47" E	32°13'30"

TRACT S-3
 (FUTURE DEVELOPMENT)
 5.17 ACRES
 225159 SQUARE FEET

TRACT "G"
 CONSERVATION
 STONEYBROOK CDD
 (NOT A PART OF THIS PLAT)
 Stoneybrook-Unit 8, a Subdivision, as
 recorded in Official Records Instrument
 No. 2007000198961, Public Records
 of Lee County, Florida.

CORKSCREW PINES

A SUBDIVISION LYING IN
SECTION 25, TOWNSHIP 46 SOUTH, RANGE 25 EAST,
A REPLAT OF TRACTS "A", "B", "C", "D", "F", "H" AND "I"
STONEBROOK-UNIT 8, A SUBDIVISION, AS RECORDED IN
OFFICIAL RECORDS INSTRUMENT NO. 2007000198961, PUBLIC
RECORDS OF THE VILLAGE OF ESTERO, LEE COUNTY, FLORIDA.

INSTRUMENT NUMBER

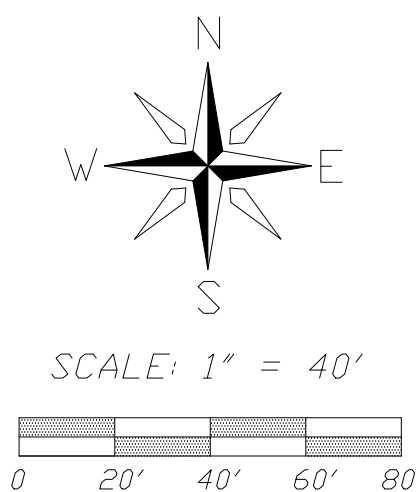
SHEET 5 OF 6 THIS INSTRUMENT PREPARED BY:
KRIS A. SLOSSER, L.S. #5560
KRIS A. SLOSSER
LAND SURVEYING
4642 VILLA CAPRI LANE
BONITA SPRINGS, FL. 34134
(239) 947-1915 FAX NO. (239) 947-9948

LEGEND

D.E.	DRAINAGE EASEMENT	N.R.	NOT RADIAL INSTRUMENT
L.C.U.E.	LEE COUNTY UTILITY EASEMENT	L.B.E.	LANDSCAPE BUFFER EASEMENT
P.C.P.	PERMANENT CONTROL POINT	S.Q.	SQUARE FEET
C/L	CENTERLINE	I.E.	IRRIGATION EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT	P.B.	INDICATES PLAT BOOK
C.E.	CONSERVATION EASEMENT	A.E.	ACCESS EASEMENT
•	INDICATES POINT OF INTERSECTION, POINT OF CURVATURE, POINT OF TANGENCY OR POINT OF REVERSE CURVATURE	P.R.M.	PERMANENT REFERENCE MONUMENT
⊙	PERMANENT CONTROL POINT SET PARKER KALON NAIL & DISK STAMPED "PCP LS5560"	P.A.E.	PUBLIC ACCESS EASEMENT
S.I.R.	SET PERMANENT REFERENCE MONUMENT 5/8" IRON ROD STAMPED "PRM LS5560"	R.O.W.	RIGHT-OF-WAY
F.I.R.	FOUND 5/8" IRON ROD	F.S.	FLORIDA STATUTES
F.C.M.	FOUND CONCRETE MONUMENT 4"x4" UNLESS OTHERWISE NOTED	FPL	FLORIDA POWER AND LIGHT UTILITY EASEMENT
F.P.K.	FOUND PARKER KALON NAIL & DISK	L.M.E.	LAKE MAINTENANCE EASEMENT
E.A.E.	EMERGENCY ACCESS EASEMENT	R.E.	ROADWAY EASEMENT
		O.R.	OFFICIAL RECORDS BOOK
		R/W	PRIVATE ROAD RIGHT-OF-WAY
		C1	CURVE NUMBER (TYPICAL)
		L1	LINE NUMBER (TYPICAL)
		S.W.E.	SIDEWALK EASEMENT
		RES.	RESERVED FOR INSTALLATION AND MAINTENANCE OF UTILITIES

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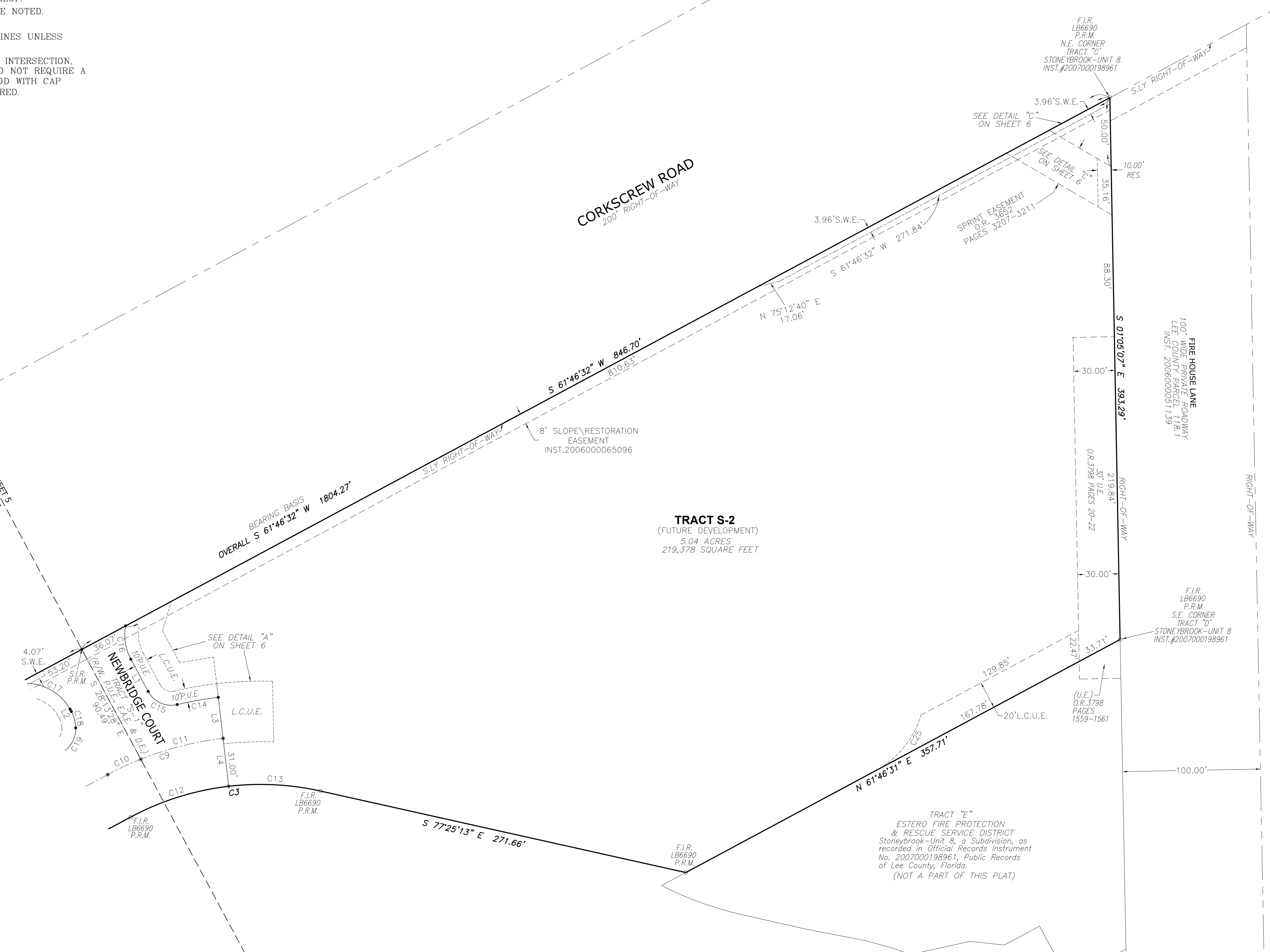
MATCHLINE - SEE SHEET 4
MATCHLINE - SEE SHEET 5

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 28°13'28" E	26.59'
L2	S 28°13'28" E	1.87'
L3	S 06°39'57" E	30.00'
L4	S 06°39'57" E	35.00'

CURVE TABLE

CURVE	RADIUS	ARC	CHORD	CHORD BEARING	DELTA ANGLE
C3	199.45'	142.04'	139.06'	S 82°10'40" W	40°48'15"
C9	234.45'	88.20'	87.68'	N 72°33'10" E	21°33'16"
C10	234.45'	26.42'	26.41'	N 65°00'16" E	6°27'27"
C11	234.45'	61.78'	61.60'	N 75°46'54" E	15°05'49"
C12	199.45'	75.03'	74.59'	N 72°33'09" E	21°33'14"
C13	199.45'	67.01'	66.70'	S 87°02'44" E	19°15'01"
C14	264.45'	30.25'	30.23'	S 80°03'13" W	6°33'13"
C15	19.00'	24.82'	23.13'	N 65°43'26" W	74°59'56"
C16	37.00'	24.91'	24.44'	N 08°56'16" W	38°34'23"
C17	37.04'	45.18'	42.43'	S 64°39'51" E	69°52'32"
C18	27.00'	12.54'	12.42'	S 14°55'22" E	26°36'12"
C19	19.06'	21.50'	20.38'	S 29°24'38" W	64°36'54"
C25	68.00'	53.53'	52.16'	S 39°13'56" W	45°06'23"



D052021-E008/ PLT2022-E004

CORKSCREW PINES

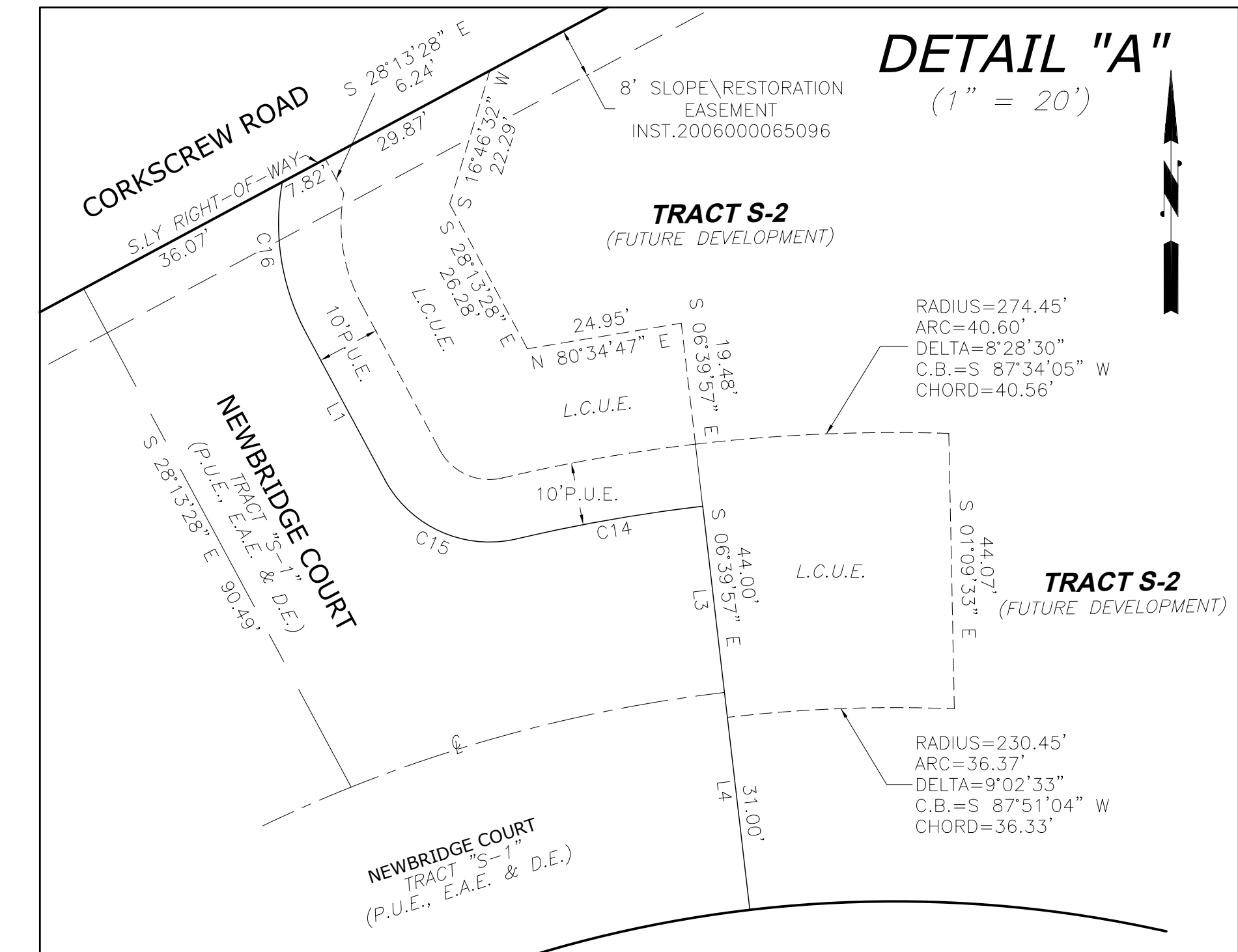
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LEGEND

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L.C.U.E.	LEE COUNTY UTILITY EASEMENT	INST.	INSTRUMENT
P.C.P.	PERMANENT CONTROL POINT	L.B.E.	LANDSCAPE BUFFER EASEMENT
C/L	CENTERLINE	SQ.	SQUARE FEET
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C.E.	CONSERVATION EASEMENT	P.B.	INDICATES PLAT BOOK
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⊙	PERMANENT CONTROL POINT	P.R.M.	PERMANENT REFERENCE MONUMENT
S.I.R.	SET PERMANENT REFERENCE MONUMENT 5/8" IRON ROD STAMPED "PRM L55560"	P.A.E.	PUBLIC ACCESS EASEMENT
F.I.R.	FOUND 5/8" IRON ROD	R.O.W.	RIGHT-OF-WAY
F.C.M.	FOUND CONCRETE MONUMENT 4"x4" UNLESS OTHERWISE NOTED	F.S.	FLORIDA STATUTES
F.P.K.	FOUND PARKER KALON NAIL & DISK	FPL	FLORIDA POWER AND LIGHT
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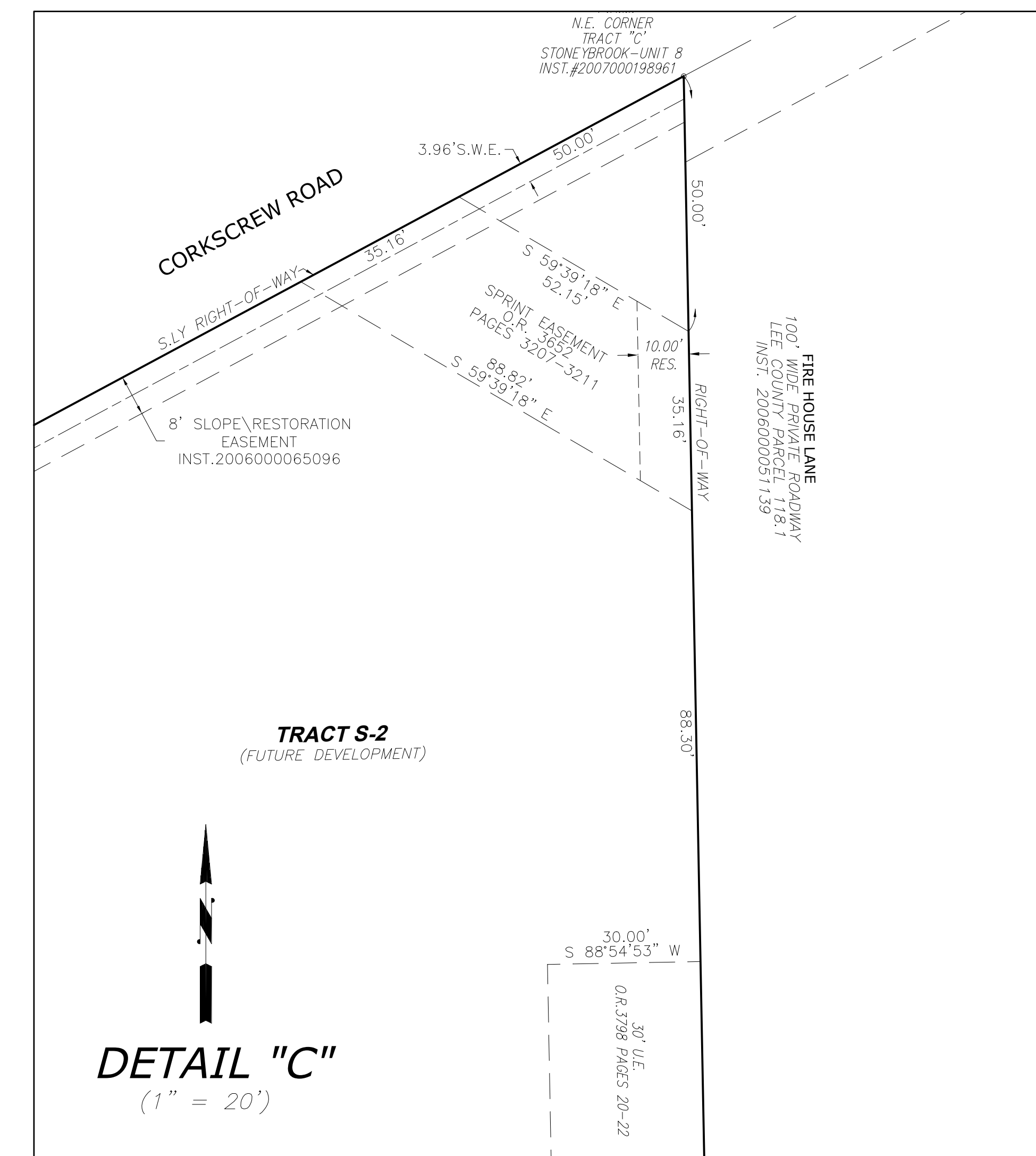
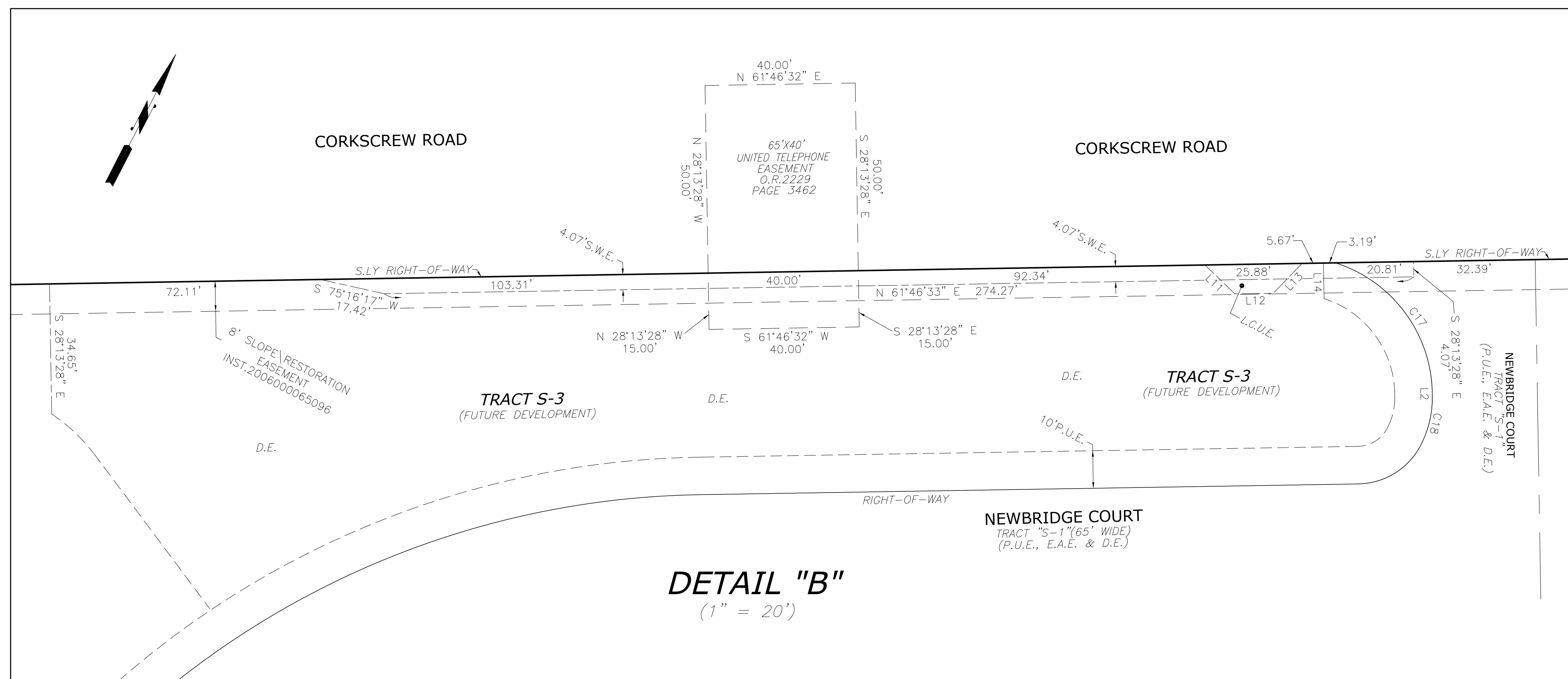


CURVE TABLE

CURVE	RADIUS	ARC	CHORD	CHORD BEARING	DELTA ANGLE
C14	264.45'	30.25'	30.23'	S 80°31'3" W	63°37'3"
C15	19.00'	24.87'	23.13'	N 65°43'26" W	74°59'56"
C16	37.00'	24.91'	24.44'	N 08°56'16" W	38°34'23"
C17	37.04'	45.18'	42.43'	S 64°39'51" E	69°52'32"
C18	27.00'	12.54'	12.42'	S 14°55'22" E	26°36'12"

LINE TABLE

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L1	S 28°13'28" E	26.59'
L2	S 28°13'28" E	1.87'
L3	S 06°39'57" E	30.00'
L4	S 06°39'57" E	35.00'
L11	S 73°13'28" E	11.08'
L12	N 61°46'32" E	10.22'
L13	N 16°46'32" E	11.08'
L14	S 28°13'28" E	9.48'



**STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT**

3B

Instrument prepared by:
Charles Bryan Capps, Esq.
PAVESE LAW FIRM
1833 Hendry Street
Fort Myers, Florida 33901
Telephone: 239-334-2195

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
CORKSCREW PINES**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CORKSCREW PINES (“Declaration”) is made this ____ day of _____, 2024, by CC Properties Enterprise, LLC, a Florida limited liability company and Midgard Self Storage Estero, FL, a Delaware Limited Liability Company (collectively the “Declarant”), for itself and its successors, grantees, and assigns.

PREMISES:

WHEREAS, Declarant owns certain real property located in Lee County, Florida, and intends to create thereon a commercial development along with related infrastructure to be known as Corkscrew Pines (“Development”); and

WHEREAS, the real property that is intended to be developed as Corkscrew Pines is described in **Exhibit “A”** (“Lands”) to this Declaration, as it may be amended from time to time; and

WHEREAS, to preserve, protect, and enhance the values of the property in the Development; the general health, safety, and welfare of the Owners; provide for maintenance of any common infrastructure; to preserve, protect, and enhance the values of property owned or controlled by the Stoneybrook Community Development District; to preserve, protect, and enhance the values of property in the boundaries of the Stoneybrook Community Development District; and to create certain ingress, egress, drainage, and utility easements over the Common Areas and over certain other lands located within the Development, Declarant deems it desirable to subject the Development to certain protective covenants, conditions, and restrictions; and

WHEREAS, to provide a means for meeting the purposes and intents herein set forth, Corkscrew Pines Property Owners Association, Inc., a Florida corporation not for profit (“Association”), has been incorporated; and

WHEREAS, Declarant may, in its sole discretion and from time to time, and subject to this Declaration, convey, lease, or grant a license or other use right to lands within or without the Development by deed, easement, or otherwise to the Association, (which must accept the same) for the purpose of maintenance, landscaping, drainage, recreation, or other purposes for the use and benefit of the Members, their permittees, tenants, and guests.

NOW THEREFORE, the Declarant, and any other person owning an interest in the subject property who consents to or joins in the making of this Declaration, hereby declares that the Lands described in Exhibit “A” hereto, as it may be amended from time to time, are and shall be owned, used, sold, leased, conveyed, encumbered, demised, and occupied subject to the provisions of this Declaration, which shall run with the Lands and be binding on all parties having any right, title, or interest in the Lands or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof and in favor of the Stoneybrook Community Development District. Additional real property may be added to the Lands by an

amendment to Exhibit "A", consented to or joined in by the Declarant and all persons having a record ownership interest in the property being added. Nothing herein contained, and no violation of these covenants, conditions, and restrictions shall invalidate or impair the lien of any mortgage or deed of trust given in good faith and for value. Further, the express intent of Declarant is that substantive contract rights created hereunder shall not be retroactively affected by legislation enacted subsequent to the recording of this Declaration.

1. **DEFINITIONS.** The following definitions shall apply to the terms used in this Declaration and its recorded Exhibits, unless the context clearly requires another meaning.

1.1 "**Assessment**" or "**Assessments**" means a share of the funds required for the payment of the expenses of the Association that from time to time are assessed against the Members, including, without limitation, annual assessments and special assessments, as authorized by Article 8 of this Declaration.

1.2 "**Association**" means Corkscrew Pines Property Owners Association, Inc., a Florida corporation not-for-profit, which currently has its principal place of business in Lee County, Florida, and its successors and assigns.

1.3 "**Board**" or "**Board of Directors**" means the Board of Directors of Corkscrew Pines Property Owners Association, Inc.

1.4 "**Common Areas**" shall mean and refer to the lighting, utility systems located within the Development, stormwater management facilities, certain access drives, as designated by the Declarant, and any other real or personal property designated as Common Areas, which shall be maintained by the Association in accordance with the terms of, and to the extent provided in, this Declaration, whether or not owned by it, for the general benefit of the Owners and the Lands. The Declarant may relocate, designate, or undesignate real or personal property as Common Areas.

1.5 "**Common Expenses**" shall mean (i) the Owner Common Expenses, and (ii) the costs incurred by the Association to operate, maintain, repair, insure, and protect the Common Areas and the Common Utility Facilities as required herein.

1.6 "**Common Utility Facilities**" shall mean and refer to the utility facilities located within and serving the Development.

1.7 "**County**" or "**the County**" means Lee County, Florida.

1.8 "**Declarant**" means CC Properties Enterprise LLC, a Florida limited liability company and Midgard Self Storage Estero, FL, a Delaware Limited Liability Company and their successors or assigns.

1.9 "**Development**" means all real property comprising Corkscrew Pines, and the improvements thereon.

1.10 "**District**" or "**the District**" means the Stoneybrook Community Development District.

1.11 "**Governing Documents**" means this Declaration, the Articles of Incorporation, the Bylaws, and any Rules and Regulations of the Association. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority as listed herein above.

1.12 "**Institutional Mortgagee**" means:

(A) A lending institution having a first mortgage lien upon a Tract, including any of the following institutions: a Federal or State savings and loan or building and loan association, a bank chartered by a state or federal government, a real estate investment trust, a pension and profit sharing trust, a mortgage company doing business in the State of Florida, or a life insurance company.

(B) A governmental, quasi-governmental, or private agency that is engaged in the business of holding, guaranteeing, or insuring residential mortgage loans (including, without limitation, the Federal National Mortgage Association), the Governmental National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, and Veterans Administration, and that holds, guarantees, or insures a first mortgage upon a Tract.

1.13 “**Lands**” means the land described in Exhibit “A” to this Declaration, as it may be amended from time to time.

1.14 “**Member**” means any or all of those persons who are entitled to membership in the Association, as provided in the Governing Documents.

1.15 “**Owner**” means the record Owner of legal title to any of the Tracts set forth in Exhibit “B” to this Declaration, including the Declarant.

1.16 “**Rules and Regulations**” means the administrative regulations governing use of the Common Areas and procedures for administering the Association, as adopted, and amended from time to time by resolution of the Board of Directors.

1.17 “**SFWMD**” means South Florida Water Management District.

1.18 “**Stormwater Management Systems**” means a system that is designed and constructed or implemented to control discharges that are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C.

1.19 “**Structure**” means something built or constructed or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires a more or less permanent location on the ground, or which is attached to something having a permanent location on the ground. The term shall be construed as if followed by the words “or part thereof.”

1.20 “**Tract**” shall mean and refer to any portion of the Lands as well as any improvements thereon that is designated as such by Declarant hereby; any Tract shown upon any re-subdivision; for purposes of voting and assessment, an allocation thereof to a Tract; and any other property hereafter declared as a Tract by Declarant and thereby made subject to this Declaration. Certain Tracts may be referred to as “**Lot**”.

1.21 “**Village**” shall mean the Village of Estero.

1.22 “**Voting Interests**” means the arrangement established in Article 4 of this Declaration and in Article 2 of the Bylaws of the Association by which certain classes of Members are entitled to vote in the affairs of the Association.

2. GENERAL DEVELOPMENT PLAN. The Development is a commercial development comprised initially of the Lands described in Exhibit “A” attached hereto.

(A) **Legal Description.** The real property that is initially, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Lee County, Florida, and is more particularly described in Exhibit "A" attached hereto and made a part hereof, all of which real property (and all improvements thereto), together with additions thereto, but less any withdrawals therefrom, is herein referred to collectively as the "Lands." Said Exhibit "A" may not necessarily include all Common Areas.

(B) **Supplements.** Declarant may from time to time subject other land to the provisions hereof by recorded Supplemental Declarations (which shall not require the consent of then-existing Owners, the Association or any mortgagee other than that, if any, of the land intended to be added to the Lands) and thereby add to the Lands. To the extent that such additional real property shall be made a part of the Lands, reference herein to the Lands shall be deemed to be reference to all of such additional property where such reference is intended to include property other than that legally described above. Nothing herein, however, shall obligate Declarant to add to the initial portion of the Lands, to develop any such future portions under a common scheme, nor to prohibit Declarant (or the applicable Declarant-affiliated Owner) from re-zoning and changing plans with respect to such future portions. Provided however, and notwithstanding the foregoing, no such re-zoning or change of plans shall be effective to alter or amend the provisions of Sections 5.2 through 5.4 herein without the express prior written approval of the District. All Owners, by acceptance of a Deed to or other conveyance of their Tracts, shall be deemed to have automatically consented to any such re-zoning, change, addition or deletion thereafter made by Declarant (or the applicable Declarant-affiliated Owner) and shall evidence such consent in writing if requested to do so by Declarant at any time (provided, however, that the refusal to give such written consent shall not obviate the general and automatic effect of this provision).

(C) **Withdrawal.** Declarant reserves the right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, other than the District, for the purpose of removing certain portions of the Lands then owned by Declarant, or its affiliates or the Association, from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for the Lands desired to be effected by Declarant; provided, however, that such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Lands. Any withdrawal of land not owned by Declarant shall require the written consent or joinder of the then-Owner, and mortgagee of such land, but not of any others. Any withdrawal of land shall require the written approval of the Board of Supervisors of the District, which approval may be withheld in the sole discretion of the District.

The Declarant has the right, but not the obligation, in its sole and unbridled discretion, to further expand the Development by adding additional land or Tracts that are compatible with the overall Development.

3. THE ASSOCIATION'S PURPOSES AND POWERS. The primary purposes of the Association are to operate, maintain, repair, and replace the Common Areas and Common Utility Facilities; to enforce the terms of this Declaration, subject to and in addition to rights of enforcement possessed or held by the District; and to take such other action as the Association is authorized or required to take with regard to the Development pursuant to the Governing Documents. Except as otherwise expressly provided herein, the Association shall operate, maintain, repair, replace, and insure all property and related improvements designated as Common Areas and Common Utility Facilities, regardless of whether legal right to that property has been formally conveyed to the Association, pursuant to the terms hereof and of the Governing Documents.

3.1 Common Areas. The Association shall operate, maintain, repair, and replace, and, when deeded by the Declarant, hold record title to the Common Areas (or portions thereof), in accordance with the standards and requirements set forth herein, and in accordance with all applicable laws and governmental requirements. The Association shall at all times maintain the Common Areas in good, first class condition, including, without limitation, all paved areas (including maintenance of all paved areas free

of potholes), drainage structures, improvements, the Common Utility Facilities, and other structures within the Common Areas. The Association shall assume all responsibilities to the Village and its governmental and quasi-governmental subdivisions and similar entities (including SFWMD and the Florida Department of Transportation) with respect to maintenance of the Common Areas.

3.2 Common Expenses. Common Expenses shall be assessed against all Tracts in accordance with Article 8 hereof.

3.3 Articles of Incorporation. The Articles of Incorporation of the Association are attached hereto as **Exhibit “B”**.

3.4 Bylaws. The Bylaws of the Association shall be the Bylaws attached hereto as **Exhibit “C”** and as they may be amended from time to time.

3.5 Rules and Regulations. The Board may promulgate reasonable Rules and Regulations of the Association in accordance with Section 9.1 hereof.

4. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

4.1 Membership. Every person or entity who is a record Owner of a fee interest in any Tract shall be a Member of the Association. Notwithstanding anything else to the contrary set forth in this Article 4, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association.

4.2 Voting Rights. The Association shall have two (2) classes of voting membership:

(A) **Class “A”.** Class “A” Members shall be all those Owners as defined in Section 4.1 above. A Class “A” Member shall be entitled to the number of votes assigned to its Tract(s) in accordance with the formula set forth in **Exhibit “D”**, which is intended to reflect a proportionate share arrangement of the gross square footage of a Tract over the entire square footage of Tracts in the Development, as may be amended from time to time, with the exception of any tracts to be used as Common Areas.

(B) **Class “B”.** The Class “B” Member shall be the Declarant. The Class “B” Member shall be entitled to one (1) vote, plus three (3) votes for each vote entitled to be cast in the aggregate at any time, and from time to time, on behalf of the Class “A” Owners. The Class “B” Ownership shall cease and terminate when all of the Tracts ultimately to be included within the Lands have been sold and conveyed by Declarant (or its affiliates) located thereon or sooner at the sole election of Declarant, whereupon the Class “A” Owners shall be obligated to elect the Association’s Board of Directors and assume control of the Association.

The Declarant is under no obligation to offer all Tracts for sale in the ordinary course of business and may, in its sole discretion, hold Tracts for investment or other purposes.

In the event that an Institutional Mortgagee or other party acquires title to a Tract through foreclosure or deed in lieu of foreclosure, such party shall have the class of membership last held by the Owner of the Tract to which title was so acquired.

(C) **General Matters.** When reference is made herein, or in the Articles, Bylaws, Rules and Regulations, or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes at a duly constituted meeting of the Members.

(D) **Re-Subdivision of Tracts.** In the event an Owner desires to re-subdivide a Tract, such Owner shall submit a written request for approval thereof along with a sketch and description of the proposed new Tract boundaries to the Declarant or Board of Directors (as applicable). No Owner shall submit an application or any other materials related to the re-subdivision of a Tract to the Village or any other governmental, quasi-governmental, or regulatory agency prior to receiving approval thereof from the Declarant or Board of Directors (as applicable) in accordance with this Section 4.2(D). Within fifteen (15) days following receipt of such request, the Declarant or Board of Directors (as applicable) shall deliver notice to the Owner of its approval or disapproval of the Owner's re-subdivision plans. The Declarant or Board of Directors (as applicable) shall have the right to disapprove any such re-subdivision in its sole and absolute discretion. If the Declarant or Board of Directors (as applicable) does not respond within fifteen (15) days following receipt of the request, such re-subdivision plans shall be deemed approved. In the event any re-subdivision plans are approved by the Declarant or Board of Directors (as applicable) in accordance with the terms and provisions of this Section 4.2(D), Exhibit "C" to this Declaration shall be amended to accurately reflect any such changes.

4.3 Association Rights. Members and each Member's permittees, licensees, tenants, and invitees, have the non-exclusive right to use all other Common Areas subject to:

(A) The right of the Association, by and through its Board of Directors, to adopt the annual budget and to determine the annual assessments to be paid by Members.

(B) The right of the Association, by and through its Board of Directors, to dedicate or transfer all or any part of the Common Areas to any governmental agency, public authority, or utility.

(C) The right of the Association, by and through its Board of Directors, to grant non-exclusive easements over, across, or through the Common Areas (subject to the rights of the Owners of same).

(D) The right of the Association, by and through its Board of Directors, with the prior consent of two-thirds (2/3) of the voting interests, to borrow money for the purpose of improving the Common Areas, and in aid thereof, to mortgage Common Areas.

(E) The right of the Association, by and through its Board of Directors, to take such steps as are reasonably necessary to protect the Common Areas.

(F) The right of the Association, by and through its Board of Directors, to close or restrict access to the Common Areas for limited periods of time to conduct special events, including those intended primarily to benefit the Declarant or its sales efforts, so long as the same do not impair or otherwise negatively affect any rights of ingress or egress between or within the Tracts and/or to and from the Tracts and any rights-of-way.

(G) The right of the Association, by and through its Board of Directors, to regulate parking and traffic on the roads and streets, and road rights-of-way within the Development, including, without limitation, the use of access gates or speed bumps.

(H) The provisions of this Declaration, the Articles of Incorporation, and Bylaws of the Association; and any Rules and Regulations governing use and enjoyment of the Common Areas adopted by the Association.

(I) The right of Declarant and the Association to have, grant, and use general (i.e. blanket) and specific easements over, under, and through Common Areas, which right is hereby reserved to Declarant and granted to the Association, the former to control the latter in the event of conflict.

So long as there is a Declarant Member, any and all rights of Members, and any and all restrictions, limitations, conditions, and Rules and Regulations that a Member shall be subject to, shall not be amended without the consent of the Declarant.

5. GENERAL COVENANTS AND USE RESTRICTIONS.

5.1 General. The Lands may generally be used for any lawful purpose unless prohibited by the provisions of this Declaration, any applicable amendment to the Declaration or Supplemental Declaration imposed by Declarant or by the County or other applicable governmental body.

5.2 Restricted Activities. The following activities are prohibited within the Lands unless expressly authorized by, and then subject to, such conditions as may be imposed by the Board of Directors:

(1) Parking of trucks or other vehicles on streets or thoroughfares, except those for temporary delivery, loading, unloading, or otherwise.

(2) Any activity that tends to cause an unreasonably unclean, unhealthy, or untidy condition to exist outside of enclosed structures on a Tract, as determined by the Declarant or the Association, as applicable, in its or their sole discretion.

(3) Any activity that emits foul or obnoxious odors, fumes, dust, smoke, or pollution outside a Tract, creates noise, unreasonable risk of fire or explosion, or other conditions that tend to disturb the peace or threaten the safety of the occupants and invitees of other Tracts, provided nothing herein shall preclude normal and customary operation of any restaurant ~~or~~ hospital facility, ~~or automobile service station and fuel service station~~. In the event that an Owner intentionally or unintentionally discharges pollutants into any Common Area of the Association, the Owner shall be responsible for cleaning and removing the same and shall indemnify and hold harmless the Association for any government fines or assessments arising as a result of the discharge. However, this Section 5.2(3) shall not limit Declarant's (or any Owner's) rights in the event such discharge occurs.

(4) Any activity that violates local, state, or federal laws or regulations.

(5) Outside burning of trash, leaves, debris, or other materials.

(6) Obstruction or re-channeling of drainage flows after location and installation of drainage swales, storm sewers, or storm drains.

(7) Outdoor storage or business operations of any kind, other than storage and display of merchandise for sale in limited portions of a Tract, except that outdoor storage of building materials shall be permitted during construction on a Tract on which such materials are stored and outdoor dining facilities and sidewalk sales shall be permitted.

5.3 Prohibited Conditions. The following conditions shall be prohibited within the Lands:

(1) Plants, animals, devices, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Lands, except for gasoline powered devices.

(2) Sprinkler or irrigation systems or wells of any type that draw water from creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the Lands, except as provided by the Declarant or its subsidiaries, affiliates, successors, or assigns.

(3) Any fence, wall, hedge, or shrub that does or tends to create a traffic or sight problem, excepting such fence, wall, hedge, or shrub that is installed for the purpose of abating noise, light, and smells emanating from the Lands.

(4) Tents, trailers, or any structure of a temporary nature, such as a tent, shack, or utility shed, except for construction trailers during ongoing construction on the Tract and temporary party tents for special events approved by the Board in advance.

5.4 Prohibited Uses. Uses that are prohibited by the Village ordinances and regulations, as such may be amended from time to time, shall be prohibited within the Lands. In addition to uses that are inconsistent with such ordinances or are prohibited or restricted by other recorded covenants, conditions, restrictions, or easements, the following uses are expressly prohibited within, in, on, or upon the Lands:

(1) Trailer courts, mobile home parks, and recreation vehicle campgrounds.

(2) Oil, gas, or mineral exploration, drilling, boring, development, refining, quarrying, or mining operations, and all construction and equipment incident thereto; oil or gas wells, and related equipment or facilities; and excavations for minerals and mine shafts; ~~except that nothing herein shall preclude the operation of automobile service stations and fuel service stations.~~

(3) Junk yards, scrap metal yards, automobile used parts and/or dismantling operations, and sanitary landfills, except that nothing herein shall preclude recycling centers established solely for the collection and sorting of household recyclable materials.

(4) Commercial excavation of building or construction materials, except in the usual course of construction of improvements.

(5) Dumping, storage, disposal, incineration, treatment, processing, or reduction of garbage, dead animals, medical waste (not including medical office, nursing home or hospital waste in appropriate containers), toxic waste, or refuse.

(6) Outdoor storage of building or construction materials (except in the usual course of construction on the site where stored).

(7) Massage parlor (excluding, subject to zoning, any nationally recognized chain offering massage therapy or spa services, such as Massage Envy, Massage Heights, or Elements Massage), or as an ancillary use to a fitness center.

(8) Businesses primarily engaged in the sale of obscene or pornographic materials or in the provision of entertainment featuring topless or nude performers, adult book or adult video store, adult entertainment facility, bowling alley, discotheque, dance hall, carnival, amusement gallery, pool or billiard room, so called "head shop", or marijuana dispensary (including medical marijuana dispensaries).

(9) Billboards or other outdoor advertising (excluding signage related to the identification of the Development and the businesses operated therein).

(10) The sale or rental of used goods (including thrift shop, second hand or consignment store, flea market, or pawn shop).

(11) Funeral home.

- (12) Theater of any kind.
- (13) Any industrial use.
- (14) Dry cleaning plant.
- (15) Business that exclusively sells fireworks or related items.
- (16) Car wash including automated or self-service automobile or vehicle wash
- (17) Sale or dispensing of fuels, gasoline or other petroleum products; including but not limited to gasoline service station, fuel pumps and fuel dispensing systems.
- (18) Convenience store, convenience food and beverage store, as same are defined by the ordinances and land development regulations of the Village.

The foregoing restrictions shall not serve to prohibit or restrict construction activities that may occur within the Development pursuant to Section 5.1~~23~~ hereof.

The District shall be entitled to rely on any of the provisions of this Article 5 related to the restricted activities, prohibited conditions, and prohibited uses on the Lands, as the same may be altered, amended, or supplemented from time to time. The District is entitled to and has the right to enforce the provisions of this Article 5 related to the restricted activities, prohibited conditions, and prohibited uses on the Lands, Other than the District, no party shall be entitled to rely on any of the provisions of this Article 5 related to the restricted activities, prohibited conditions, and prohibited uses on the Lands, as the same may be altered, amended, or supplemented from time to time by Declarant, in Declarant's sole and absolute discretion, without the approval, consent, or joinder of any other party. Provided however and notwithstanding any right of amendments, none of the provisions of Sections 5.2 through 5.4 may be altered, amended or deleted without the express written approval of the District. No Amendment to this Declaration shall be made that (i) amends any provision of this Section 5.4, or (ii) has the effect of overriding or changing the application of a provision of this Section 5.4, in either case without the prior written consent of the District. Declarant may assign all or a portion of its rights in its sole discretion.

5.5 Surface Water Management Systems; Lakes; Wet Retention Ponds. Unless the operation and maintenance has been conveyed to another entity, the Association shall be responsible for the maintenance, operation, and repair of the Stormwater Management Systems, and shall own or control the land on which the system is located, to the extent necessary to operate and maintain the system. Maintenance of the Stormwater Management Systems shall mean the exercise of practices that allow the systems to provide drainage, water storage, conveyance, or other stormwater management capabilities as permitted by SFWMD. The Association shall be responsible for the maintenance and operation. Any repair or reconstruction of the Stormwater Management Systems shall be as permitted, or if modified, as approved by SFWMD. A copy of the permit and any future SFWMD permit actions shall be maintained by the Association's Registered Agent for the Association's benefit.

All Stormwater Management Systems within Corkscrew Pines, excluding those areas (if any) maintained by the Village, will be the ultimate responsibility of the Association, which is hereby granted an easement to enter a Tract and make whatever alterations, improvements, or repairs that are deemed necessary to provide or restore proper water management for the Development, provided that (a) except in the case of an emergency, the Association shall provide at least 48 hours advance notice and a description of the work to be performed upon the Tract to the Owner thereof prior to any entry thereon for such purpose, (b) any such alterations, improvements, or repairs shall be performed in a good and workmanlike manner and in accordance with all applicable laws, (c) such work shall not disrupt operations or parking upon or ingress

or egress to or from the affected Tract, (d) the Association shall complete any such work as efficiently as possible and shall restore the Tract to the condition it was in prior to the commencement of such work, and (e) the Association shall timely pay all contractors for the work performed on the affected Tract pursuant to this provision and prevent the filing or claims of any liens upon the affected Tract in connection with such work (requirements (a) through (e) collectively, the “Entry Conditions”). The cost of any work described in this Section 5.6 shall be included in the Common Expenses. Nothing in this Section 5.6 shall be construed to allow any person or entity to construct any new water management facility or to alter any Stormwater Management Systems without first obtaining the necessary permits from all governmental agencies having jurisdiction as well as approval from the Association, such approval not to be unreasonably withheld, conditioned, or delayed.

(A) No structure of any kind shall be constructed or erected in or on, nor shall an Owner in any way change, alter, impede, revise, or otherwise interfere with the flow or volume of water in any portion of the Stormwater Management Systems, including, but not limited to, lakes, ponds, swales, drainage ways, wet retention ponds or areas intended for the accumulation of runoff waters, without the specific written permission of the Association, not to be unreasonably withheld, conditioned or delayed.

(B) Provided that the Entry Conditions are complied with, no Owner or other person shall unreasonably deny or prevent access to Stormwater Management Systems located on its Tract for maintenance, repair, or landscaping purposes by Declarant, the Association, or any appropriate governmental agency that may reasonably require access thereto. Nonexclusive easements therefore are hereby specifically reserved and created, subject to the Entry Conditions.

(C) No Tract or Common Area shall be increased in size by filling in any lake, pond, or other water retention or drainage areas that it abuts. No person shall fill, dike, rip-rap, block, divert, or change the established water retention and drainage areas that have been or may be created without the prior written consent of the Association, not to be unreasonably withheld, conditioned or delayed. No person other than the Association may draw water for irrigation or other purposes from any lake, pond, or other water management area, nor is any boating, swimming, or wading in such areas allowed.

(D) The Association shall be responsible for collecting assessments for the operation, maintenance and, if necessary, replacement, of the Stormwater Management Systems pursuant to Article 8 hereof.

5.6 Landscaping; Irrigation Systems. Except for designated Common Areas or other similar areas, all areas not covered by structures, walkways or paved parking facilities shall be maintained by their Owners as lawn or landscaped areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals, or water management areas regardless of ownership of the underlying lands. Stone, gravel, or paving may not be used as a substitute for grass in a lawn. Certain areas as determined by the Declarant shall remain in a natural or unimproved state. All lawns and landscaping shall be completed at the time of completion of the structure as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency, and shall thereafter be kept in good condition by the Owner. Landscape areas must be regularly cut and mulched areas regularly re mulched. Maintenance, repair and replacement of the main irrigation line may be the responsibility of the Association. Each Owner shall be responsible for the installation, maintenance, repair and replacement of the irrigation lines within their Tract.

5.7 Maintenance of Premises. Except for areas designated by the Declarant or affiliate governmental authorities to remain in a natural state, no high weeds, underbrush, high grass, or other unsightly vegetation shall be permitted to grow or remain upon any Tract, and no refuse or waste shall be allowed to be placed or suffered to remain upon any Tract. If an Owner permits such weeds, high grass, underbrush, or other unsightly growths, and fails to correct same after five (5) days written notice by the Association, the Association shall have the right to enter upon the premises and make such corrections, and

shall charge the Owner for the cost of the corrections. Said charge, until paid, shall be a lien against the offending Tract. All lawns, landscaping, and sprinkler systems, and all structures, improvements, and appurtenances shall at all times be kept in safe and attractive condition, and all structures shall be maintained in a finished, painted, and attractive condition.

5.8 Litter. In order to preserve the beauty of the Development, no garbage, trash, refuse, or rubbish shall be deposited, dumped, or kept within the Development except in closed containers, dumpsters, or other garbage collection facilities deemed suitable by the Board. All containers, dumpsters, and other garbage collection facilities shall be screened from view, kept in a clean condition, and without noxious or offensive odors emanating.

5.9 Underground Utilities. No lines or wires for communication or the transmission of current shall be constructed or placed, or permitted to be placed, within the Common Areas unless the same shall be protected cables; all such lines or wires that are not located in buildings shall be constructed or placed and maintained underground, unless otherwise approved in writing by Declarant. No water pipe, gas pipe, sewer pipe, drainage pipe, or storage tank shall be installed or maintained above the surface of the ground, except hoses and movable pipes used for irrigation purposes.

5.10 Water Supply; Wells; Water Rights. No Owner may install or operate a private well without the express written consent of the Association and Declarant.

5.11 Architectural Review. All buildings and related improvements constructed within the Development shall be designed so as to be architecturally compatible with the remainder of the Development. In order to maintain the architectural and aesthetic harmony of the Development ("Architectural Theme"), each Owner shall, at least thirty (30) days prior to the commencement of any work on its Tract, submit to the Declarant for approval detailed exterior elevation plans ("Plans") covering the initial construction of each building. The Declarant shall have the right to disapprove any Plans submitted for its approval only if it reasonably determines that such Plans are materially inconsistent with the Architectural Theme or the terms of this Declaration. If the Declarant disapproves of any Plans, it shall deliver written notice thereof to the submitting Owner within fifteen (15) days following its receipt of the Plans submitted for approval, which notice shall (a) identify with reasonable specificity the components of the Plans determined to be materially inconsistent with the Architectural Theme or the terms of this Declaration, and (b) set forth reasonable suggested revisions to cause the Plans to materially conform to the Architectural Theme and other provisions of this Declaration ("Disapproval Notice"). Following the delivery of a Disapproval Notice, the Declarant and the submitting Owner shall work together in good faith to reach mutual agreement regarding the modifications to be made to the Plans in order to cause them to materially conform to the Architectural Theme and other provisions of the Declaration. If the Declarant does not deliver a Disapproval Notice to the submitting Owner within fifteen (15) days following its receipt of the Plans in accordance with the terms of this Section 5.11~~2~~, the Declarant shall be deemed to have approved the Plans as submitted. Approval of Plans by the Declarant shall not constitute an assumption of responsibility for the accuracy, sufficiency, or propriety thereof, nor shall such approval constitute a representation or warranty that the Plans comply with applicable laws or governmental requirements. No material deviation shall be made from any approved Plans. Notwithstanding the foregoing, upon such time as the Declarant (or its affiliates) no longer owns any property within the Lands, all submittals shall be made to the Board and the Board shall have all approval rights of Declarant as set forth above. The contents of this Section 5.11~~2~~ shall be in addition to any approvals required by any applicable governmental, quasi-governmental, or regulatory agency, or any other association to which the Lands are subject.

Following the initial construction of each building, all additions, remodeling, reconstruction, or other alteration thereto shall require approval from the Declarant or Board (as the case may be) only, utilizing the same procedures as set forth above for initial construction.

All signage must be approved and placed as designated by Declarant.

5.12 Construction.

(A) All construction activities performed within the Development shall be performed in compliance with all this Declaration, applicable laws and governmental requirements. All construction shall utilize new or like new materials (excluding furniture, fixtures, and equipment, and excluding architectural features that, as designed, are meant to incorporate aged materials) and shall be performed in a good, safe, and workman-like manner.

(B) All construction activities performed within the Development shall not:

(1) Cause any unreasonable increase in the cost of constructing improvements upon another Owner's Tract.

(2) Unreasonably interfere with construction work being performed on any other part of the Development.

(3) Unreasonably interfere with the use, occupancy, or enjoyment of any part of the remainder of the Development by any other Owner or its tenants, occupants, invitees, licensees, or permittees.

(4) Cause any improvements located on another Tract to be in violation of any applicable governmental requirements.

(C) Each Owner shall defend, protect, indemnify, and hold harmless each other Owner and the Association from and against all claims and demands, including any action or proceeding brought thereon, and all costs, losses, expenses, and liabilities of any kind relating thereto, including reasonable attorney fees and costs of suit, arising out of or resulting from any construction activities performed or authorized by such indemnifying Owner; provided, however, that the foregoing shall not be applicable to events or circumstances caused by the negligence or willful act or omission of such indemnified Owner, its licensees, concessionaires, agents, servants, and employees.

(D) In connection with any construction, reconstruction, repair, or maintenance on its Tract, each Owner reserves the right, at its expense, to create a temporary staging and/or storage area on its Tract at such location as will not unreasonably interfere with access between such Tract and the other areas of the Development. If substantial work is to be performed, the constructing Owner shall, at the reasonable request of any other Owner, fence such staging and/or storage area. All storage of materials and the parking of construction vehicles, including vehicles of workers, shall occur only on the constructing Owner's Tract, and each Owner shall use commercially reasonable efforts to require all of its laborers, suppliers, contractors, and others connected with such construction activities, to access the constructing Owner's Tract via access points and roadways that will cause the least travel over and disturbance to the other Owners' Tracts. Upon completion of such work, the constructing Owner shall, at its expense, restore any damaged Common Areas to a condition equal to or better than that existing prior to the commencement of such work.

(E) Prior to the commencement of construction on its Tract, each constructing Owner shall be comply with the insurance requirements set forth in Article 10 hereof.

5.13 Additional Restrictions. In addition to the foregoing, each Tract and Owner shall be subject to, and shall abide by, all terms and conditions of this Declaration and any other restrictions, conditions, covenants, or easements of record affecting the Property. Furthermore, any Owner or Tenant of the Property that seeks to undertake any subsurface activities must comply with all engineering and institutional control

on the Property, as may be defined in any of the foregoing Additional Restrictions. Owner and Tenant shall be liable for any damages resulting from failure to comply with these Additional Restrictions, and shall indemnify the Association and Declarant for any damages related thereto, including any obligation to undertake environmental remediation of the Property.

6. EASEMENTS. In addition to the easements created elsewhere herein, and those already of public record at the time this Declaration is recorded, the following easements are hereby provided for:

6.1 Utilities, Services, and Support. Each Tract and the Common Areas (except Conservation Areas) is and are hereby subjected to easements for public services, communications, telecommunications, and utilities purposes, including, but not limited to, fire, police protection, and emergency services, garbage and trash removal, potable and non-potable water, sewage, telephone, natural gas, electric, irrigation, lake maintenance, and cable television. The utilities and governmental agencies having jurisdiction, and their employees and agents, shall have the right of access to any Tract or the Common Areas in furtherance of such easements.

6.2 Roadways and Walkways. Non-exclusive easements over, across, and upon the roadways and walkways located within the Common Areas are hereby granted to each Owner and their respective tenants, occupants, invitees, permittees, licensees, employees, and agents, solely for purposes of vehicular and pedestrian travel within the Development, and for ingress and egress to and from the Development and to and from the Owners' respective Tracts.

6.3 Association Easements. The Association is hereby granted a blanket easement over the Common Areas to the extent necessary to enable the Association to perform its obligations and duties hereunder, including, without limitation, the maintenance, repair, replacement, and improvement of the Common Areas and the improvements thereon, and Common Utility Facilities.

6.4 Development Sign Easement. The Association is hereby granted an easement over Tract ~~S-3-2~~ for the purpose of access, construction, repair, maintenance, and replacement of the development sign constructed or to be constructed by Declarant or its designees.

To the extent that the easement areas described above are not yet known and therefore are not specifically identified on the Site Plan, then, at such time as said easement areas are ascertained, this Declaration shall be amended to so identify the location of the aforementioned easement areas.

7. COMMON AREAS; CONVEYANCE, USE AND MAINTENANCE.

7.1 Conveyance and Use. If Declarant determines, in its sole and absolute discretion, the Tract Owners shall convey to the Association any or all of those portions of the Common Areas that are situated upon their respective Tracts (each a "Deeded Common Area", and collectively the "Deeded Common Areas"), then in whole in one conveyance, or in part by separate conveyances, the Association shall accept such conveyance(s) at any time after the recording of this Declaration. The conveyance of the Deeded Common Areas to the Association shall be by Quit Claim Deed setting forth specific legal descriptions for each particular Deeded Common Area. The Deeded Common Areas shall be conveyed subject to the Declaration, taxes for the year of conveyance (if any), and to restrictions, limitation, conditions, reservations, and easements of record. For the avoidance of doubt, in no way shall the Association be required to take title to any of the Common Areas described above.

Declarant may convey property to the Association in either an improved or an unimproved condition, with or without any specific restrictions on its use, and the Association must accept such property. So long as Declarant owns any property in Corkscrew Pines, the Association shall not accept conveyance of real

property from any third party in either an improved or unimproved condition without the prior written consent of Declarant.

7.2 Maintenance and Alteration. The Association shall maintain, repair, and replace the Common Areas and any and all improvements constructed thereon, including, without limitation, all roads, utility easements dedicated to the Association, drainage structures, utility lines, and other structures in accordance with Section 3.1 hereof. No Owner may make any application to any governmental, quasi-governmental, or regulatory agency that modifies the Common Areas or the improvements constructed thereon in any way without the Association's prior written consent.

Notwithstanding the foregoing, in no event shall the Association be responsible for the maintenance and repair of any signage improvements permitted to be constructed by Tract Owners, if any, which shall be the responsibility of the Owner of the Tract upon which such signage is located. Further, the Association may install light fixtures on each Tract in locations as determined by the Association, in its sole and absolute discretion. The design of such light fixtures shall be selected by the Association and the maintenance, repair, and replacement thereof shall be the responsibility of the applicable Owner. No Owner may make any application to any governmental, quasi-governmental, or regulatory agency that modifies the design or location of the light fixtures as designated by the Association without the Association's prior written consent.

Notwithstanding anything to the contrary, the Association may contract with another entity to perform its maintenance, repair and replacement obligations.

7.3 Partition, Subdivision, and Encumbrance. Except as hereinafter provided, if legal title to the Common Areas, or any portion thereof, becomes vested in the Association, the Common Areas shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered, without first obtaining the approval of not less than two-thirds (2/3) of the voting interests. The foregoing shall not be construed to limit the authority of the Association through its Board of Directors to grant such easements over, across, and through the Common Areas, as may be necessary for the effective and efficient operation of the facilities or for the general benefit of the Members. Nothing herein shall be construed to prohibit judicial partition of any Tract owned in co-tenancy.

7.4 Association's Rights and Powers. No Common Areas shall be used in violation of any rule or regulation or other requirement of the Association established pursuant to the provisions of this Declaration or the Bylaws.

7.5 Expansion or Modification of Common Areas. Additions or modifications to the Common Areas may be made so long as they are not inconsistent with the applicable governmental regulations. The Declarant shall not be obligated, however, to make any additions or modifications. The Declarant further reserves the right to change the configuration or legal description of the Common Areas due to changes in development plans, so long as any such change does not adversely affect the use of the Tracts, materially increase the financial obligations for the Tracts, or materially interfere with any easement rights held by a Tract Owner.

8. COVENANT FOR MAINTENANCE ASSESSMENTS.

8.1 Creation of Lien and Personal Obligation for Assessments. Except as provided elsewhere herein, Declarant, for all Tracts now or hereafter located within the Lands, hereby covenants and agrees, and each Owner of any Tract by acceptance of a Deed or other conveyance thereof, whether or not it shall be so expressed in such Deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments lawfully imposed by or on the Association, all such assessments to be fixed, established, and collected from time to time as herein provided.

Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge and continuing lien upon the Tract against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due, and all subsequent Owners, until paid.

Reference herein to assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

No Owner may waive or otherwise escape liability for assessments by non-use (whether voluntary or involuntary) of the Common Areas or Common Utility Facilities or abandonment of the right to use the Common Areas or Common Utility Facilities.

8.2 Types of Assessments. Each assessment levied hereunder shall be one of the following types (although two or more types of assessments may be payable by an Owner as a single sum):

(A) **Common Assessments.** Common Assessments shall be for those expenses that are incurred primarily for the benefit of all Owners, as such primary benefit is determined by the Board of Directors. By way of example only, Common Assessments shall be levied for expenses relating to the portions of the Lands maintained by the Association as set forth in Section 7.2. Common Assessments shall be levied upon all Tracts or Lots at the rate allocated to it using the formula set forth under Exhibit "D".

(B) **Service Assessments.** Service Assessments shall be for those expenses directly related to providing a service or maintenance to one or more Tract, whether at the request of the Owner or as an exercise of an Association remedy hereunder. If a Service Assessment is levied upon more than one Tract, then it shall be allocated between or among the applicable Tracts as the Board directs, absent which they shall be prorated equally. The fact that Service Assessments are authorized hereby shall not require the Association to provide any particular service (maintenance or otherwise) to a Tract. Service Assessments may be levied against one or more Tracts for expenses related to exclusive areas of Association responsibility serving only those Tracts, should those areas be maintained by the Association.

(C) **Special Assessments.** Special Assessments shall be for those expenses that otherwise would be Common Assessments but for the fact that they are of a non-recurring and/or unforeseen nature (i.e., are such that they cannot be paid by budgeting therefor as part of Common Expenses), including, without limitation, the costs of capital additions or uninsured casualty losses. Special Assessments shall be levied against all applicable Tracts at the rate allocated to it using the formula set forth under Exhibit "D". Also, Special Assessments shall be subject to the special requirements set forth below in the same manner as increases in the maximum annual rate of assessments, except for those levied per this Section 8.2(C) with respect to restoration after casualty losses. Notwithstanding the foregoing, no Special Assessment may be levied for any substantial addition to or material alteration of any Common Area without the consent of not less than two-thirds (2/3) of the voting interests and the Declarant.

8.3 Establishment of Budgets and Assessments. The Board of Directors shall, by appropriate Resolution duly adopted, establish the first operating budget for the Association (including Common Assessments, if applicable) and the rates of assessments thereunder in accordance with this Section 8.3. After adopting the initial budget and assessments as provided above, the Board of Directors shall fix the amount of the assessment against the Tracts subject to the Association's jurisdiction for each assessment period, to the extent practicable, at least sixty (60) days in advance of such date or period, and shall at that time prepare a roster of the Tracts and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall

thereupon be sent to every Owner subject thereto thirty (30) days prior to the date payment of the first installment thereof is due, except as to Service and Special Assessments. In the event no such notice of the assessments for a new assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein.

The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms, or corporations (including affiliates of Declarant) for management services, including the administration of budgets and assessments as herein provided.

8.4 Purpose of Assessments. The assessments levied by the Association shall be used for the purposes expressed in this Article 8 and for such other purposes as the Association shall have within its powers and from time to time elect to undertake.

8.5 Date of Commencement of Annual Assessments; Due Dates. The Common Assessments provided for in this Article 8 shall commence on the first day of the quarter next following the recordation of this Declaration, and shall be applicable through December 31st of that year. Each subsequent annual assessment shall be imposed for the year beginning January 1st and ending December 31st.

The Common Assessments shall be payable in advance in quarterly installments, or in annual, semi-annual, or quarter-annual installments if so determined by the Board of Directors (absent which determination they shall be payable quarterly).

The due date of any Service Assessment or Special Assessment shall be fixed in the Board Resolution authorizing such assessment, provided the same shall be reasonable in nature and duration.

8.6 Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the assessments (or installments) provided for herein are not paid on the dates when due (being the dates specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with the late charges, interest, and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Tracts that shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors, and assigns. Except as provided in Section 8.7 below to the contrary, the personal obligation of the Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

Further, all overdue sums (regardless of whether they are accelerated or not) shall bear interest from the dates when due until paid at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same; may record a Claim of Lien (as evidence of its lien rights as hereinabove provided for) against the Tract on which the assessments and interest are unpaid; may foreclose the lien against the Tract on which the assessments and interest are unpaid; or may pursue one or more of such remedies at the same time or successively. Attorney fees and costs actually incurred in preparing and filing the Claim of Lien and the Complaint, if any, and prosecuting same in such action shall be added to the amount of such assessments and interest secured by the lien, and, in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorney fees actually incurred, together with the costs of the action, through all applicable appellate levels.

In the case of an acceleration of the next twelve (12) months of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment; provided, however, that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Tract whose installments were so accelerated

shall continue to be liable for the balance due by reason of such increase and Special Assessments against such Tract shall be levied by the Association for such purpose.

In addition to the rights of collection of assessments stated in this Section 8.6, any and all persons acquiring title to or an interest in a Tract as to which the assessment is delinquent, including, without limitation, persons acquiring title by operation of law and by judicial sale, shall not be entitled to the possession of such Tract or the enjoyment of the Common Areas until such time as all unpaid and delinquent assessments and other sums due and owing from the selling Owner have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 8.7 below.

All assessments, interest, attorney fees, and other sums provided for herein shall accrue to the benefit of the Association.

8.7 Subordination of the Lien. The lien of the assessments provided for in this Article 8 shall be subordinate to real property tax and assessment liens and the lien of any first mortgage; provided, however, that any such mortgage lender, when in possession, or any receiver, and in the event of a foreclosure any purchaser at a foreclosure sale, and any such mortgage lender or its affiliate acquiring a deed in lieu of foreclosure, and all persons claiming by, through, or under such purchaser or mortgage lender, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment that cannot be collected as a lien against any Tract by reason of the provisions of this Section 8.7 shall be deemed to be an assessment divided equally among, payable by, and a lien against all Tracts subject to assessment by the Association, including the Tract as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

9. COVENANT AND RULE ENFORCEMENT; DISPUTE RESOLUTION.

9.1 Generally. The Association has the power to enforce all covenants, conditions, restrictions, Rules and Regulations, and agreements applicable to any real property within Corkscrew Pines, and is further empowered to promulgate and enforce administrative Rules and Regulations governing the use of the Common Areas. The District has the right and power to enforce the “General Covenants and Use Restrictions” outlined in Article 5 of this Declaration and associated Governing Documents, including but not limited to Section 5.4, Prohibited Uses.

9.2 Owner and Member Compliance. The protective covenants, conditions, restrictions, and other provisions of the Governing Documents and the Rules and Regulations promulgated by the Association shall apply to all Owners, as well as to any other person occupying any Tract. Failure of an Owner to notify any person of the existence of the Rules and Regulations, or the covenants, conditions, restrictions, and other provisions of the Governing Documents shall not in any way act to limit or divest the Declarant, the Association or the District of the power to enforce the provisions. Each Owner shall be responsible for any and all violations by his tenants, licensees, invitees or guests, and by the guests, licensees and invitees of his tenants, at any time.

9.3 Litigation. The Association and each Member are governed by and must comply with the Florida Not for Profit Corporation Act (Chapter 617, Florida Statutes), and the Association, each Owner, each Member’s tenants, guests, and invitees, each Member, and each Member’s tenants, guests, and invitees, must comply with the Governing Documents and Rules and Regulations of the Association. Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of the Governing Documents and Association Rules and Regulations may be brought by the Declarant, any Owner, or the Association against:

- (A) The Association.

- (B) A Member.
- (C) Any occupant of a Tract.
- (D) Any Director or Officer of the Association who willfully and knowingly fails to comply with these provisions.
- (E) Any tenants, guests, or invitees occupying a Tract or using the Common Areas.

The District by a proceeding at law or in equity, has the right, power and ability to enforce the provisions contained in the Governing Documents that relate to the “General Covenants and Use Restrictions” outlined in Article 5 of this Declaration and associated Governing Documents, including but not limited to Section 5.4, Prohibited Uses. Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of the “General Covenants and Use Restrictions” outlined in Article 5 of this Declaration and associated Governing Documents, including but not limited to Section 5.4, Prohibited Uses, may be brought by the District against:

- (A) the Declarant
- (B) The Association.
- (C) A Member.
- (D) Any occupant of a Tract.
- (E) Any Director or Officer of the Association who willfully and knowingly fails to comply with these provisions.
- (F) Any tenants, guests, or invitees occupying a Tract or using the Common Areas.

9.4 Damages and Attorney Fees. Damages shall not be conclusively deemed adequate relief for any breach or violation of the Governing Documents or the Rules and Regulations. Any person or entity entitled to enforce any provision thereof shall be entitled to relief by way of injunction, as well as any other available relief either at law or in equity. The prevailing party in a proceeding to enforce any provision of the Governing Documents or Rules and Regulations, or to enjoin violation or breach of any provision hereof, or recover damages on account of such breach, against any person shall be entitled to recover reasonable attorney fees and court costs (including those resulting from appellate proceedings).

9.5 Non-Liability of Declarant. The Declarant shall not be liable or responsible for any violation of the Governing Documents or Rules and Regulations by any person other than itself, and its officers, agents, and employees.

9.6 Enforcement of Maintenance.

(A) The Association and all Owners shall have the right to enforce the maintenance provisions contained within the Governing Documents by a proceeding at law or in equity, including a civil action for an injunction, to compel the correction of any outstanding maintenance violations.

(B) SFWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Governing Documents that relate to the maintenance, operation, and repair of the Stormwater Water Management Systems.

10. INSURANCE; RECONSTRUCTION AFTER CASUALTY.

10.1 Duty to Insure; Reconstruct or Clean Up. Each Owner shall at all times maintain adequate property insurance on the improvements and structures, and all other insurable improvements, in amounts equal to the replacement cost thereof. If any Tract or other improvements located on any Tract are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane, or other casualty, the Owner shall:

(A) Cause repair or replacement to be commenced within six (6) months after the date such damage or destruction occurred, and complete the repair or replacement within six (6) months thereafter. The Owner must restore the damaged property to substantially the same configuration as existed before the casualty, and structurally and architecturally compatible with any adjoining improvements that share a party wall; or

(B) Promptly cause all debris, damaged improvements, and other unsightly materials to be removed from the site.

10.2 Failure to Comply. If any Owner fails to comply with Section 10.1 above within the time periods provided, the Association shall be deemed to have been granted the right by the Owner, as the Owner's attorney-in-fact, to either commence and complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements; or to remove the damaged improvements completely. If the Association exercises the rights afforded to it by this Section 10.2, the Owner shall be deemed to have assigned to the Association any right the Owner may have to insurance proceeds that may be available because of the damage or destruction. The Association shall have the right to recover from the Owner any costs not paid by insurance, and shall have a lien on the Tract to secure payment.

10.3 Flood Insurance. The Association may, in the discretion of the Board, maintain flood insurance to cover Common Area property in designated hazard areas, if any, up to the full insurable value or maximum coverage available.

10.4 Property Insurance. The Association shall maintain replacement cost property insurance coverage on all structures, improvements, and fixtures that are part of the Common Areas.

10.5 Liability Insurance. The Association may in its reasonable discretion maintain adequate public liability insurance coverage for all Common Areas.

10.6 Bonding. The Association may obtain fidelity bond coverage for all individuals having control of or access to the Association funds.

10.7 Association's Right of Entry. For the purpose of performing the duties authorized by this Article 10, the Association, through its duly authorized agents and employees, shall have the right to enter upon any Tract at reasonable hours and perform such duties, so long as such right does not materially interfere with the use and operation of a Tract.

11. RIGHTS OF MORTGAGEES.

11.1 Notice of Casualty or Condemnation. In the event of condemnation, eminent domain proceedings, or very substantial damage to or destruction of any significant portion of the Common Areas, the record holder of any first mortgage on the Common Areas that has requested such notice in writing, shall be entitled to written notice.

11.2 Right to Inspect Documents and Books. The Association shall make available to Institutional Mortgagees requesting same the current Governing Documents and Rules and Regulations of the Association, and financial statements of the Association. "Available" shall mean ready for inspection, upon written request, during normal business hours or under other reasonable circumstances. Photocopies shall be at the expense of the Institutional Mortgagee requesting same.

11.3 Financial Statement. Any Institutional Mortgagee is entitled, upon written request, to a copy of the financial statements of the Association for the immediately preceding fiscal year.

11.4 Lender's Notices. Upon written request to the Association, any Institutional Mortgagee shall be entitled to timely written notice of:

(A) Any delinquency of more than sixty (60) days in the payment of assessments or charges owed by the Owner of any Tract on which it holds a mortgage.

(B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association. An increase in coverage or a change of insurer does not require notice under this Section 11.4.

(C) Any proposed action that requires the consent of a specified percentage of mortgage holders.

11.5 Estoppels. The Association will provide estoppels certificates to lenders, Owners, or potential purchasers of any Tract when requested, setting forth outstanding assessment information for any Tract. However, the Association may adopt reasonable policies and fees for providing such estoppel information, so long as the same are enforced equally against all requesting parties.

12. GOVERNMENTAL REQUIREMENTS.

12.1 Preamble. Because the development and use of the Lands is governed by the Village and the South Florida Water Management District ("SFWMD"), among other governmental and quasi-governmental entities, this Article 12 has been adopted for the purpose of including certain provisions required by such entities in this Declaration. Accordingly, the heading of each Section in this Article 12 set forth below refers to the entity having required the provisions contained in that Section.

12.2 SFWMD. It shall be the responsibility of each Owner, at the time of construction of a building or structure, to comply with the construction plans for the surface water management system serving the Lands. No Owner may construct or maintain any building or structure, or undertake or perform any activity in the wetlands, buffer areas, or upland conservation areas described in the SFWMD permit and/or recorded plat for the applicable portion of the Lands, unless prior approval is received from the SFWMD.

12.3 Rules of Construction and Amendment. Notwithstanding anything in this Declaration to the contrary, in the event of conflict between any provisions of this Declaration, the Articles of Incorporation, the Bylaws, any Rules and Regulations, or manuals adopted by the Association, then the provisions of this Article 12 shall supersede and control. Further, no Amendment to this Declaration shall be made that (i) amends any provision of this Article 12, or (ii) has the effect of overriding or changing the application of a provision of this Article 12, in either case without the prior written consent of the entity as required by the applicable Section within this Article 12.

13. DISCLAIMER OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, RULES OR REGULATIONS OF THE ASSOCIATION, OR ANY OTHER DOCUMENT GOVERNING, BINDING

ON, OR ADMINISTERED BY THE ASSOCIATION (COLLECTIVELY, "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY, OR WELFARE OF ANY OWNER, OCCUPANT, OR USER OF ANY PORTION OF THE LANDS, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS, OR SUBCONTRACTORS, OR FOR ANY PROPERTY OF ANY SUCH PERSONS, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(A) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF THAT ARE ENFORCEABLE BY THE ASSOCIATION AND THAT GOVERN OR REGULATE THE USES OF THE LANDS, HAVE BEEN WRITTEN AND ARE TO BE INTERPRETED AND ENFORCED FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE LANDS AND THE VALUE THEREOF.

(B) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY THAT ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES OF AMERICA, THE STATE OF FLORIDA, THE VILLAGE AND/OR ANY OTHER JURISDICTION, OR THE PREVENTION OF TORTIOUS ACTIVITIES.

(C) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS THAT RELATE TO HEALTH, SAFETY AND/OR WELFARE, SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY AND/OR WELFARE OF ANY PERSON, EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

(D) NO PERSON SHALL INTENTIONALLY DISCHARGE POLLUTANTS INTO ANY STREET, STORMWATER DRAIN, OR OTHER PORTION OF THE DEVELOPMENT SO AS TO HARMFULLY AFFECT ANY LANDSCAPING OR VEGETATION OR POLLUTE THE STORMWATER MANAGEMENT SYSTEMS. IN THE EVENT THAT ANY OWNER INTENTIONALLY OR UNINTENTIONALLY DISCHARGES POLLUTANTS INTO ANY COMMON AREA OF THE ASSOCIATION, THE OWNER SHALL BE RESPONSIBLE FOR CLEANING AND REMOVING THE SAME, AND SHALL INDEMNIFY AND HOLD THE ASSOCIATION HARMLESS FOR ANY GOVERNMENTAL FINES OR ASSESSMENTS ARISING AS A RESULT OF THE DISCHARGE. HOWEVER, THIS SECTION 13(D) SHALL NOT LIMIT ANY OWNER'S RIGHTS IN THE EVENT THAT SUCH DISCHARGE OCCURS.

EACH OWNER (BY VIRTUE OF ACCEPTANCE OF TITLE TO A TRACT) AND EACH OTHER PERSON HAVING AN INTEREST IN, A LIEN UPON, OR MAKING ANY USE OF ANY PORTION OF THE LANDS (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS ARTICLE 13, AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS, AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE 13.

AS USED IN THIS ARTICLE 13 "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE 13 SHALL ALSO INURE TO THE BENEFIT OF DECLARANT, WHICH SHALL BE FULLY PROTECTED HEREBY.

14. DURATION OF COVENANTS; AMENDMENT.

14.1 Duration of Covenants. The covenants, conditions, restrictions, and easements in this Declaration shall run with and bind the property within the Development, and shall inure to the benefit of and be enforceable by the Association, the Declarant, the District as to the “General Covenants and Use Restrictions” outlined in Article 5 of this Declaration and associated Governing Documents, including but not limited to Section 5.4, Prohibited Uses and related provisions, and any Owner, and their respective legal representatives, heirs, successors, and assigns, for an initial period to expire on the ninety-ninth (99th) anniversary of the date of recording this Declaration in the Public Records of Lee County, Florida. Upon the expiration of said initial period, this Declaration shall be automatically renewed and extended for an unlimited number of successive ten (10) year periods; this Declaration, as it may be amended, being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period, until terminated as provided below.

14.2 Termination. This Declaration, other than: A. the “General Covenants and Use Restrictions” outlined in Article 5 of this Declaration and associated Governing Documents, including but not limited to Section 5.4, Prohibited Uses; B. the rights of the District, including but not limited to the enforcement rights of the District; and, C. the provisions of Sections applicable to the District; may be terminated at any time after the initial period if not less than one hundred percent (100 %) of the voting interests of all classes of the Members of the Association vote in favor of terminating this Declaration. Written notice of any meeting at which a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting, with a copy to the District. If the Members vote to terminate this Declaration, the President and Secretary of the Association shall execute a certificate that shall set forth the resolution of termination so adopted, the date of the meeting of the Association at which the resolution was adopted, the date that notice of the meeting was given, the total number of votes cast in favor of the resolution, and the total number of votes cast against the resolution. The certificate shall be recorded in the public records of the County, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. The termination shall be effective on the date the Certificate is recorded in the public records of the County.

14.3 Amendments. This Declaration may be amended at any time. Except as otherwise specifically provided, amendments to this Declaration may be proposed by the Board of Directors or by written petition of an Owner. Further, any amendment that materially and adversely affects the rights of an Owner shall not be effective against that Owner without the affected Owner’s written consent. Further, any amendment that materially and adversely affects the rights of the District or the “General Covenants and Use Restrictions” outlined in Article 5 of this Declaration and associated Governing Documents, including but not limited to Section 5.4, Prohibited Uses, shall not be effective without the District’s written consent.

14.4 Procedure. Upon any amendment to this Declaration being proposed as provided above, the proposed amendment shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given and a copy delivered to the District.

14.5 Vote Required. Except as otherwise provided by law, or by specific provision of this Declaration, a proposed amendment to this Declaration shall be adopted if it is approved at an annual or special meeting called for the purpose by at least sixty-six and two-thirds (66-2/3) of the Membership interests present and voting, in person or by proxy, provided that notice of the text of each proposed amendment was sent to the Members with notice of the meeting.

14.6 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate stating that the amendment was duly adopted as an amendment to the Declaration, which certificate must set forth the location in the public records of the County where this Declaration was originally recorded,

and that shall be executed by Officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County.

14.7 Proviso. Regardless of any other provision in this Declaration, any proposed amendment that alters the Stormwater Management Systems beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Areas, must have prior approval of SFWMD. Regardless of any other provision in this Declaration, any proposed amendment that alters the rights of the District or the “General Covenants and Use Restrictions” outlined in Article 5 of this Declaration and associated Governing Documents, including but not limited to Section 5.4, Prohibited Uses must have the prior written approval of the District.

14.8 Exceptions. Wherever in this Declaration the consent, approval, or affirmative vote of two-thirds (2/3) or more of the voting interests of the Members is required to authorize or take a particular action, the language requiring the particular number of consents, approvals, or votes of the Members may not be amended except by the same vote required to authorize or take the action. This provision does not apply to amendments by the Declarant.

14.9 Amendment of Provision Relating to Declarant. As long as Declarant holds any Tract for sale in the ordinary course of business, no amendment shall have the effect of changing any provision relating specifically to the Declarant without Declarant’s written consent.

14.10 Amendment by Declarant. In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, the Declarant, in its sole discretion, may amend this Declaration by an instrument filed of record, and unilaterally modify, enlarge, amend, waive, or add to the covenants, conditions, restrictions, and other provisions of this Declaration, and any recorded Exhibit hereto.

14.11 Rules of Construction. Notwithstanding anything in this Declaration to the contrary, in the event of a conflict between any provisions of this Declaration, the Articles of Incorporation, the Bylaws, or any Rules and Regulations, or manuals adopted by the Association, then the provisions of this Article 14 shall supersede and control.

15. GENERAL AND PROCEDURAL PROVISIONS.

15.1 Other Documents. Declarant and the Association shall have such rights, powers, duties, and privileges as are set forth in the Governing Documents. This Declaration and its provisions shall prevail in all events of conflict.

15.2 Severability. If any covenant, condition, restriction, or other provision of this Declaration is held to be invalid in whole or in part by any court of competent jurisdiction, the holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.

15.3 Merger or Consolidation of Association. Upon a merger or consolidation of the Association with another corporation as provided by law, the Association’s rights, obligations, and property may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, remain the rights, obligations, and property of the Association as the surviving corporation. The surviving or consolidated corporation may administer this Declaration within the existing property together with the covenants and restrictions established upon any other property, as one common scheme.

15.4 Dissolution. If the Association is dissolved other than by a merger or consolidation as provided for above, each Tract shall continue to be subject to the assessments provided for in Article 8, and each Owner shall continue to be personally obligated to Declarant or the successor or assigns of the Association (as the case may be) for such assessments, to the extent that such assessments are required to enable Declarant, or any such successors or assigns acquiring any real property previously owned by the Association, to properly maintain, operate, and preserve it.

15.5 Gender; Number. Wherever in this Declaration the context so requires, the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.

15.6 Notices.

(A) **To Declarant.** Notices to Declarant as may be required herein shall be in writing and delivered or mailed to Declarant at its principal place of business as shown by the records of the Secretary of State, or at any other location designated by Declarant.

(B) **To the Association.** Notices to the Association shall be in writing and delivered or mailed to the Association at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by the Association.

(C) **To Owners.** Notices to any Owner as may be required herein shall be in writing and shall be delivered or mailed to the Owner at his last known address, or at the address shown on the deed recorded in the public records of the County.

(D) **To District.** Notices to District as may be required herein shall be in writing and delivered or mailed to District at its principal place of business or its registered agent as shown by the records of the Florida Department of Economic Opportunity, or at any other location designated by the District.

15.7 Construction. The provisions of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the general development plan and the purposes set forth herein, including the premises.

15.8 Captions, Headings, and Titles. Captions, headings, capitalization of certain words, and titles inserted throughout the Governing Documents are for convenience only, and in no way shall such captions, headings, or titles define, limit, or in any way affect the subject matter, content, or interpretation of the terms and provisions of the Governing Documents.

15.9 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions of the Governing Documents. Their interpretation shall be binding upon all parties unless wholly unreasonable. Except as to the District, a written opinion rendered by Association legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the validity of such interpretation.

15.10 Applicable Statutes. The validity, application, and construction of this Declaration and its Exhibits shall be governed by the laws of the State of Florida, as they exist on the date of recording this Declaration.

16. RIGHTS LIMITED TO EXPRESS TERMS OF GOVERNING DOCUMENTS. Every Member of the Association acknowledges that his, her, or its rights, duties, or obligations are limited to the express terms of the Declaration, Articles of Incorporation, Bylaws, and the Rules and Regulations (the Governing Documents). Every prospective Member should make their decision to

purchase within Corkscrew Pines based upon these representations as set out in the Governing Documents, which contain the entire understanding of the parties and no prior or present agreements or representation shall be binding upon the Declarant unless included in the Governing Documents.

Oral representations cannot be relied upon as correctly stating the representations of the Declarant. For correct representations, reference should be made to the Governing Documents.

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IN WITNESS WHEREOF, CC Properties Enterprise LLC, a Florida limited liability company, has caused this Declaration to be duly executed this _____ day of _____, 2024.

WITNESSES:

CC PROPERTIES ENTERPRISE LLC,
a Florida limited liability company

Sign: _____
Print: _____
Address: _____

Sign: _____
Print: _____
Address: _____

By: _____
Print: _____
Title: _____

STATE OF _____

COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me, by means of [] physical presence OR [] online notarization, this _____ day of _____, 2024 by _____, as _____ of CC Properties Enterprise LLC, a Florida limited liability company, on behalf of the company, who: _____ is personally known to me OR produced _____ as identification.

(Notary Seal)

Notary Public
Printed Name: _____

WITNESSES:

Midgard Self Storage Estero Fl,
a Delaware limited liability company

Sign: _____
Print: _____
Address: _____

Sign: _____
Print: _____
Address: _____

By: _____
Print: _____
Title: _____

STATE OF _____

COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me, by means of [] physical presence OR [] online notarization, this ____ day of _____, 2024 by _____, as _____ of Midgard Self Storage Estero Fl, a Delaware limited liability company, on behalf of the company, who: _____ is personally known to me OR produced _____ as identification.

(Notary Seal)

Notary Public
Printed Name: _____

EXHIBIT "A"

(Legal Description)

**Tracts A, B, C, D, F, H, and I according to the Plat recorded as Instrument 200700198961 in the
Official Records of Lee County, Florida.**

WITH PROPOSED REVISED FINAL ED

EXHIBIT "B"

(Articles of Incorporation)

WITH PROPOSED REVISED FINAL ED

EXHIBIT "C"

(Bylaws)

WITH PROPOSED REVISED FINAL ED

EXHIBIT "D"

TRACTS VOTING AND ASSESSMENTS INTERESTS

TRACT S-2: 219,378 Square Feet: 49.35% Voting and Assessment Interest

TRACT S-3: 225,159 Square Feet: 50.65% Voting and Assessment Interest

**STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT**

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STONEYBROOK COMMUNITY DEVELOPMENT DISTRICT**BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE****LOCATION***Stoneybrook Community Center, 11800 Stoneybrook Golf Boulevard, Estero, Florida 33928*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 24, 2023	Regular Meeting	9:00 AM
November 14, 2023	Regular Meeting	9:00 AM
November 14, 2023	Joint Workshop with Master Association	5:30 PM
November 28, 2023 <i>rescheduled to November 14, 2023</i>	Regular Meeting	6:00 PM
December 12, 2023*	Regular Meeting	9:00 AM
January 23, 2024	Regular Meeting	9:00 AM
February 27, 2024	Regular Meeting	6:00 PM
March 26, 2024	Regular Meeting	9:00 AM
April 23, 2024	Regular Meeting	9:00 AM
May 14, 2024	Special Meeting	9:00 AM
May 28, 2024	Regular Meeting	6:00 PM
June 25, 2024	Regular Meeting	9:00 AM
July 23, 2024	Regular Meeting	9:00 AM
August 27, 2024	Regular Meeting	6:00 PM
September 24, 2024	Regular Meeting	9:00 AM

ExceptionDecember meeting date is two (2) weeks earlier to accommodate the Christmas holiday.*