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This instrument prepared by and return to: Lisa Van Dien Cheffy Passidomo, PA 821 Fifth Avenue South, Suite 201 Naples, FL 34102

## FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR CORKSCREW SHORES

THIS FIRST AMENDMENT to the Master Declaration of Covenants, Conditions. Easements and Restrictions for Corkscrew Shores (the "Amendment") is made as of this day of April, 2014, by Corkscrew Lakes, LLC, a Florida limited liability company ("Declarant").

### WITNESSETH:

WHEREAS, the Master Declaration of Covenants, Conditions, Easements and Restrictions for Corkscrew Shores was recorded on March 14, 2014 as Instrument Number 2014000052330, Public Records of Lee County, Florida (the "Declaration"); and

WHEREAS, pursuant to Section 14.3 of the Declaration, prior to turnover, the Declaration may be amended by the Declarant alone, without requiring the consent of any other party; and

WHEREAS, turnover has not yet occurred; and

WHEREAS, pursuant to Section 14.3 of the Declaration, the Declarant desires to amend the Declaration as set forth herein.

**NOW THEREFORE,** in consideration of the premises and of the benefits to be derived by the Declarant and accruing to the property and owners within Corkscrew Shores, the Declaration is hereby amended as follows (additions are underlined and deletions are stricken):

1. The following is added to the end of Section 12.5 of the Declaration:

In the event that a fishing pier and/or boat dock is constructed on any lake in the Community by Declarant, or after turnover, by the Association, the rules and regulations attached hereto as Exhibit "M" and incorporated herein by this reference shall govern the use of said fishing pier and/or boat dock.

# Corkscrew Lakes, LLC a Florida limited liability company

Name: Chery land	By: Lakes of Corkscrew, LLC, a Florida limited liability company Managing Member By: Cameratta Companies II, LLC,
State	a Florida limited liability company
Name: Anthony Carento	By: Its: Manager
STATE OF FL	Raymond Blacksmith, Manager
COUNTY OF Lee	
	smith, as Manager of Cameratta Companies II,
LLC, a Florida limited liability company, as Mar	
limited liability company, as Managing Member	of Corkscrew Lakes, LLC, a Florida limited
liability company, who is personally kr	nown to me or who has produced
as identification.	

Name: Chery Vano	By: Pulte Home Corporation, a Michigan corporation, Managing Member	
Name: Anthony Canentta	By: Ruissin McCornica Name: Ruissin McCornica Its: Vice president Land	
STATE OF FL COUNTY OF LEE	t .	
The foregoing instrument was acknowledged before me this 21 day of 2014, by fichard Mc(ormick, as Managing Member of Corkscrew Lakes, LLC, a Florida limited liability company, who is personally known to me or who has produced as identification.		
identification.	Chora en de	

### **EXHIBIT "M"**

### BOAT DOCK AND FISHING PIER RULES AND REGULATIONS

- 1. These rules and regulations shall apply equally to Owners, renters, their families, guests and invitees. The facilities are <u>NOT</u> open to the general public. They are intended to be supplementary to (i) the Declaration of Covenants, Conditions, Easements, and Restrictions for Corkscrew Shores, and (ii) the Articles of Incorporation and By-Laws of Corkscrew Shores Master Association, Inc. ("Association").
- 2. The Corkscrew Shores Master Association, Inc., shall be responsible to operate and maintain the shoreline, ramp, walkway, dock, pier, mooring slips, and other appurtenances associated with the dock and pier.
- 3. No gas powered engines are permitted on any waters of the Association.
- 4. The rules of the road and the navigation laws of the United States shall apply to all vessels entering or leaving the mooring slips.
- 5. Illegal practices are prohibited on Association property.
- 6. Children must be supervised by a responsible adult and shall not be permitted to run, play tag or act boisterously on the Association property. Children 12 years of age or younger shall be required to wear a personal flotation device (PFD) when boating per Florida Law. Anyone born on or after January 1, 1988 must have a Boating Safety Education ID Card to operate a vessel on the lake.
- 7. Owners/Renters shall be responsible for any damages caused to the Association Property, including the shoreline, ramp, walkway, dock, pier, and mooring slips.
- 8. In the event of an emergency, the Association reserves the right to move vessels to other locations.
- 9. Pets must be leashed at all times while on the shoreline, ramp, walkway, dock, and pier. All animal waste must be disposed of properly.
- 10. No overnight sleeping or staying on any vessel shall be allowed.
- 11. The Association reserves the right to identify any offender causing a violation of any governmental approval, rule, regulation or law, including but not limited to water quality standards and to name said offender in any enforcement action taken by any governmental authority with jurisdiction regarding activities on the water, shoreline, ramp, walkway, dock, pier, or mooring slip.

- 12. The use of spotlights, floodlights or exterior lighting is prohibited within the Association Property except navigational lights required by Florida or Federal law used while a vessel is leaving or entering the mooring slip. Boating shall be limited during times between dawn and dusk.
- 13. Swimming, diving, jumping, running, roller-skating, or skateboarding shall not be permitted from or on the shoreline, ramp, walkway, pier, or dock.
- 14. No charcoal, propane, wood or electrical grills are allowed on the shoreline, ramp, walkway, pier, or dock at any time.
- 15. No fish cleaning is permitted on Association Property.
- Refuse, trash and or garbage shall not be thrown overboard. Garbage shall be deposited in cans supplied for that purpose. Engine oils, filters, batteries, spirits, combustible liquids, etc., are to be disposed of in a proper and approved manner. Failure to properly dispose of these items will be reported to the appropriate Federal authorities for prosecution under applicable environmental laws. In addition, the Owner will be responsible for all clean-up costs and is subject to permanent removal of the vessel from the docks. No person shall discharge sewage, wastewater, fuel, oil, sprits, flammable liquids or oily bilge water into the waters or adjacent channels. No flammable, combustible or exposed fluids, chemicals or substances shall be kept on any portion of the shoreline, ramp, walkway, pier, or dock.
- 17. No vessel will extend beyond the approved length of the mooring slip without written Association approval.
- 18. Only vessels, in good condition, and under their own power, shall be admitted or allowed to be moored in the mooring slips. All vessels moored at a mooring slip must have current registration or title (Unless exempt by Florida Statutes Chapter 327 and 328).
- 19. All Owners/Renters must maintain insurance at all times for their vessels with policies having types of coverage and amounts satisfactory to the Association. The Association will accept a minimum of \$250,000 liability and \$250,000 fuel spillage coverage.
- 20. All vessels moored at a mooring slip must meet and follow all Federal, State and local safety codes.
- 21. Vessels shall be powered solely by electric motor, wind, or "man-power". A "No-Wake Zone" shall be required within 50' of any shoreline or dock.