

This instrument was prepared by and after recording return to:
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INSTR # 2014000122347, Pages 3
Doc Type RES, Recorded 06/11/2014 at 10:04 AM,
Linda Doggett, Lee County Clerk of Circuit Court
Rec. Fee \$27.00
Deputy Clerk LAMBROSIO
#1

**SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS FOR CORKSCREW SHORES**

THIS AMENDMENT is executed by CORKSCREW LAKES, LLC, a Florida limited liability company (the "Declarant").

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

WHEREAS, Section 14.3 of the Declaration grants the Declarant the right to unilaterally amend the Declaration prior to turnover;

WHEREAS, turnover has not yet occurred; and

NOW THEREFORE, pursuant to Section 14.3 of the Declaration, the Declarant hereby amends the Declaration as set forth in Exhibit "A" attached hereto.

IN WITNESS WHEREOF, the Declarant has executed this Amendment effective as of the day and year written below.

Witnesses:

CORKSCREW LAKES, LLC, a Florida limited liability company

By: Lakes of Corkscrew, LLC, a Florida limited liability company, Managing Member

By: Cameratta Companies II, LLC, a Florida limited liability company, its Manager

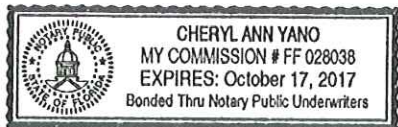
By: Raymond Blacksmith, Manager

Cheryl Ann Yano
Witness Name: Cheryl Ann Yano

Laura Yano
Witness Name: Laura Yano

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 10 day of June, 2014, by Raymond Blacksmith, as Manager of Cameratta Companies II, LLC, a Florida limited liability company, as Manager of Lakes of Corkscrew, LLC, a Florida limited liability company, as Managing Member of Corkscrew Lakes, LLC, a Florida limited liability company, who is () personally known to me or who has produced _____ as identification.



Cheryl Ann Yano
NOTARY PUBLIC
Name: _____
(type or print)
My Commission Expires: _____

Witnesses:

PULTE HOME CORPORATION,
a Michigan corporation,
Managing Member

[Signature]
Witness Name: KIMBERLY HOWES

By: [Signature]
~~Chris Hasty~~ Richard McCormick, President
Its: ~~Director-Land-Development~~, South Florida
Division

[Signature]
Witness Name: Barbara A. Wagner

STATE OF FLORIDA)
COUNTY OF LEE)

RICHARD M. CORMICK
PRESIDENT The foregoing instrument was acknowledged before me this 10TH day of JUNE, 2014, by ~~Chris Hasty~~, Richard McCormick, Director-Land-Development, South Florida Division, of Pulte Home Corporation, a Michigan corporation, as Managing Member of Corkscrew Lakes, LLC, a Florida limited liability company. He is personally known to me and did take an oath.

(SEAL)

[Signature]
Notary Public
Name: KIMBERLY HOWES
(Type or Print)
My Commission Expires: 5/7/17

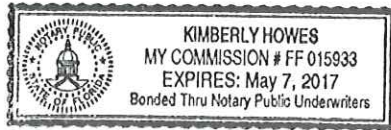


EXHIBIT "A"

Additional language indicated by underlining.

Deleted language indicated by ~~hyphens~~.

A new Section 4.2.6 of the Declaration is created to read:

4.2.6 A "food and beverage minimum" Assessment in the amount of \$480.00 per fiscal year, which shall be due and payable in full at the same time as the first installment of the regular Assessment is due and payable. For example, if the regular Assessment is due and payable on the first day of each quarter, the food and beverage minimum Assessment shall be due and payable along with the first quarterly installment of the regular Assessment. The food and beverage minimum Assessment must be used in full by the end of the fiscal year. Therefore, no unused food and beverage minimum within a fiscal year shall be reimbursed or carried over to the following fiscal year.

4.11 One-Time Payments. The Declarant reserves the right to collect from each Owner, at the time such Owner acquires title to a Unit or Parcel from the Declarant or a Builder, a one-time payment equal to ~~\$1,000.00~~ \$3,500.00, which payment may be used by Declarant for any purpose (the "One-Time Payments"). At such time as the Declarant receives a certificate of occupancy for the recreational amenities (if any), the Declarant can increase the One-Time Payments to \$5,000.00. The One-Time Payments are not an Assessment or a capital contribution and shall not be considered as an advance payment of Assessments, nor a reserve, and Declarant shall have the exclusive right to use the One-Time Payments, including after turnover of the Association. Notwithstanding anything to the contrary contained in this Declaration, the One-Time Payments shall be paid at the time a Unit is sold by the Declarant or a Builder to a third party purchaser, it being the intent hereof that Builders and their subsidiaries, affiliates, successors and assigns shall be exempt from all One-Time Payments. Declarant shall have the right to assign the right to receive and collect all or any portion of the One-Time Payments in Declarant's sole discretion.

4.13 Resale Contributions. A ~~\$500.00~~ \$1,500.00 resale contribution (the "Resale Contribution") shall be due and payable to the Association by the transferee upon the conveyance of title to a Unit or Parcel by an Owner subsequent to the initial conveyance of title to the Parcel from the Declarant or a Builder. Prior to Turnover, the Declarant shall determine the amount of the Resale Contribution. Subsequent to Turnover, the Board of Directors shall determine the amount of the Resale Contribution for a particular calendar year. The Board of Directors may increase the Resale Contribution in subsequent calendar years, but the amount shall not increase by more than ten percent (10%) over the previous calendar year. The Resale Contribution will be collected at closing and, upon payment, may be used to pay any Association Expenses (except during the Guarantee Period). The Resale Contribution is an Assessment against and is secured by a continuing lien against Units and Parcels. However, the Resale Contribution shall not be considered an advance payment of any regular or special Assessment. Payment of the Resale Contribution shall be the legal obligation of the transferee of the Unit or Parcel. For the purposes of this Section 4.13, the term "conveyance" shall mean the transfer of title to a Unit or Parcel by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed, transfer of an interest in a land trust or similar conveyance of a beneficial interest. With the exception of the Declarant or a Builder, if the Owner is a corporation, limited liability company or other business entity, then the term "conveyance" shall include the sale, issuance or transfer of any voting capital stock or interest of the Owner or of any corporate entity which directly or indirectly controls the Owner which shall result in a change in the voting control of the Owner or the legal entity or persons who control the Owner. With the exception of the Declarant or a Builder, if the Owner is a partnership, then the sale, issuance or transfer of a majority interest therein, or the transfer of a majority interest in or a change in the voting control of any partnership which directly or indirectly controls the Owner, or the transfer of any portion of any general partnership or managing partnership interest which shall result in a change of control over the Owner, shall be deemed a "conveyance" within the meaning of this Section 4.13. Notwithstanding the foregoing, the following conveyances shall be exempt from payment of the Resale Contribution: (a) to any person who was a co-Owner immediately prior to such conveyance; (b) to the Owner's estate, surviving spouse or other heirs, resulting from the death of the Owner; (c) to a trustee or the Owner's current spouse, solely for bona fide estate planning or tax reasons; (d) to an Institutional Mortgagee or the Association pursuant to a Final Judgment of Foreclosure or deed in lieu of foreclosure; and (e) to the Declarant or a Builder, or their subsidiaries, affiliates, or designated assignees. Provided, however that upon a conveyance that occurs following the exempt transfers described in (a) through (e) above, the Resale Contribution shall be due and payable. Notwithstanding anything to the contrary contained in this Declaration, in no event shall the Declarant, Builders and their subsidiaries, affiliates, or designated assignees be obligated to pay the Resale Contribution.