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AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS  
FOR  
THE PLACE

THIS AMENDMENT to the Declaration of Covenants, Conditions, Easements and Restrictions for The Place is made this 24 day of July, 2017, by The Place at Corkscrew, LLC, a Florida limited liability company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for The Place is recorded in Official Records Instrument No. 2017000047834 of the Public Records of Lee County, Florida (herein after referred to as the "Declaration"); and

WHEREAS, pursuant to the Declaration, The Place at Corkscrew, LLC is the Declarant thereunder; and

WHEREAS, pursuant to Section 14.3 of the Declaration, Declarant reserved the unilateral right to amend the Declaration as long as Declarant holds property for sale in the ordinary course of business within the Community; and

WHEREAS, Declarant hold property for sale in the ordinary course of business within the Community; and

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

(NOTE: New language is shown in underline; language being deleted is shown in ~~strike through-type~~, otherwise all other provisions remain the same)

1. Section 3.3 is hereby added to the Declaration as follows:

**3.3 Non-Resident Family Honorary Memberships.** In addition to Class A and Class B Members, there shall be nine (9) Non-Resident Family Honorary Memberships in the Association. Each Non-Resident Family Honorary Member will be entitled to the same privileges as a Class A Members, except that the Non-Resident Family Honorary Members will not be entitled to any ownership interest in the Association or to vote on any Association matters. Prior to and after the Turnover Date, Non-Resident Family Honorary Members will not be required to pay any assessments or any other Association dues, fees, or membership contribution (whether capital or otherwise) to the Association or The Place at Corkscrew, LLC, nor will Non-Resident Family Honorary Members be required to meet any food and beverage minimums.

The following individuals shall be designated as Non-Resident Family Honorary Members:

Joseph Cameratta  
Dominic Cameratta  
Nicholas Cameratta  
Anthony Cameratta  
Russell Cameratta  
Raymond Blacksmith  
Cheryl Yano  
Laura Youmans  
Eddy Garcia

2. Section 7.9.1, 7.9.2 and 7.9.3 are hereby added to the Declaration as follows:

7.9.1 Construction and Sales. In conjunction with and in addition to any other rights granted herein including but not limited to that which is provided within Section 7.9 of the Declaration, Declarant and Builder including their designees and contractors shall have the right to enter any part of the Property including access through the gate and take any action reasonably necessary or convenient for the purpose of completing the construction or sales thereof and for maintenance purpose and the completion of warranty work provided such activity does not prevent or unreasonably interfere with the use or enjoyment of the Units or Lots by Owners.

7.9.2 Sales Activity While one or more Lots or Units are for sale in the ordinary course of business the Declarant and Builder shall have the right to use those Lots or Units and the Common Areas (including but not limited to all recreational facilities) to establish modify maintain and utilize as it and they deem appropriate, model units, sales offices or other offices for use in selling or providing warranty services to any part of the Property including temporary trailers or other structures used for sales marketing or construction purposes. No Owner, the Association or other association may interfere with or do anything detrimental to the Declarant's or Builder's sales efforts. Without limiting the generality of the foregoing the Declarant, Builder and their designees may show model Units or the Common Areas to prospective purchasers or tenants, advertise, erect signs, conduct promotional activities and special events and take all other action helpful for sales, leases, and promotion of the Community.

7.9.3 Use of Common Areas The Declarant and Builder have the right and authority as long as Declarant or Builder own any Lot or Unit to use the Common Areas without charge for a sales office for promotional activities, and other special events whether private or open to the public to promote the Community and to assist in its overall marketing effort. In addition, the Declarant or its assignee, for a period of five (5) years after the Declarant has sold the last Lot or Unit in the Community, may place marketing signage along the project frontage of Corkscrew Road to market other Community projects or property being developed by Declarant or affiliates of the Declarant.

3. Section 7.11 is hereby added to the Declaration as follows:

7.11 Irrigation Easement There is hereby granted and reserved in favor of the Declarant, an irrigation easement across each Lot or Unit in the Community, which easement in favor of the

Declarant shall be measured five feet (5') from and parallel to each side lot line and ten feet (10') from the rear yard lot line for the placement of irrigation pipes, valves, control boxes, control wires etc. which infrastructure if so placed shall be owned, controlled and maintained by the Association or CDD.

4. EXHIBIT "B" – Articles of Incorporation for The Place Master Association, Inc. are hereby replaced in their entirety with the Articles of Incorporation attached hereto as Exhibit "B". All references to the Articles of incorporation or Exhibit "B" in the Declaration shall be deemed to refer to Exhibit "B" of this Amendment.

[Remainder of page intentionally left blank]

July IN WITNESS WHEREOF, Declarant has hereunto affixed its hand and seal this 24 day of \_\_\_\_\_, 2017.

Signed sealed and delivered  
in our presence:

Witnesses (2):

**The Place at Corkscrew, LLC**  
a Florida limited liability company

Sign: [Signature]  
Print: RAY BLACKSMITH

**By: Corkscrew Farms, LLC**  
a Florida limited liability company  
Its: Authorized Member

Sign: [Signature]  
Print: Cheryl Yano

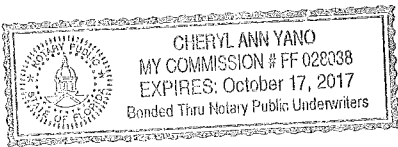
By: [Signature]  
Print: Joseph Cameratta  
Its: Manager

STATE OF FLORIDA  
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 24 day of July, 2017, by Joseph Cameratta, as Manager of Corkscrew Farms, LLC, a Florida limited liability company, Authorized Member of The Place at Corkscrew, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me.

(Notary Seal/Stamp)

Notary Public – State of Florida



Sign: [Signature]  
Print: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "B"**  
**ARTICLES OF  
INCORPORATION FOR  
THE PLACE MASTER ASSOCIATION, INC.**

The undersigned hereby submits these articles for the purpose of forming a not-for-profit corporation under Chapter 617, Florida Statutes, and certifies as follows:

**ARTICLE I**  
**Corporate Name**

The name of the corporation is THE PLACE Master Association, Inc., hereinafter called the "Association".

**ARTICLE II**  
**Address**

The mailing address for the Association shall be 4954 Royal Gulf Circle, Fort Myers, Florida 33966. The principal office of the Association shall be located at the mailing address or at such other place as may be subsequently designated by the Board of Directors of the Association.

**ARTICLE III**  
**Purpose and Powers of the Association**

The Association does not contemplate pecuniary gain or profit to the Members thereof and shall make no distribution of income to its Members, Directors, or Officers. The specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the Parcels, Units, Common Areas (as defined in the Master Declaration of Covenants, Conditions, Easements, and Restrictions for THE PLACE, referred to hereinafter as the "Declaration"), and related improvements, according to the provisions of the Declaration, and to promote the health, safety, and welfare of the residents within the THE PLACE community and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose.

The Association shall have all powers granted under Section 617.0302, Florida Statutes and Chapter 720, Florida Statutes, including but not limited to:

- (a) To exercise all of the common law and statutory powers of a corporation not for profit and homeowners' association organized under the laws of the State of Florida that are not in conflict with the terms of the Declaration, these Articles, or the By-Laws of the Association.
- (b) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration as the same may be amended from time to time, said Declaration being incorporated herein by reference as if set forth in its entirety.
- (c) To fix, levy, collect, and enforce payment by any lawful means, all charges or

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assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all other expenses incident to the conduct of the business of the Association, including but not limited to all licenses, taxes, or governmental charges levied or imposed against the property of the Association.

- (d) To maintain, repair, and operate the property or easements and related improvements owned by or dedicated to the Association.
- (e) To purchase insurance upon the property of the Association and insurance for the protection of the Association and its Members.
- (f) To reconstruct improvements after casualty and make further improvements upon the property owned by the Association.
- (g) To enforce by legal means the provisions of the Declaration, the Articles of Incorporation and By-Laws of the Association, and the Rules and Regulations adopted pursuant thereto.
- (h) To employ personnel to perform the services required for the proper operation of the Association.
- (i) To acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association.
- (j) To maintain and operate the Water Management System, as more particularly described in the Declaration.
- (k) To sue and be sued and defend the Association in legal actions against it.
- (l) To contract for the management and maintenance of THE PLACE, and any property or easements and related improvements that are dedicated to the Association by plat or separate instrument, including any agreement or easement which imposes maintenance obligations on the Association, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by law or by the Declaration, these Articles or the Bylaws to be exercised by the Association's Board of Directors or the Members.
- (m) To make reasonable Rules and Regulations and to amend the same from time to time.
- (n) To purchase supplies, materials and lease equipment required for the maintenance, repair, replacement, operation and management of the Association property.
- (o) To establish and maintain reserve funds for capital improvements, repairs and replacements.
- (p) To borrow money; to mortgage, pledge, encumber or hypothecate any or all of the  
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Association property as security for money borrowed or debts incurred; and to select depositories for the Association's funds, and to determine the manner of receiving, depositing, and disbursing those funds and the form of checks and the person or persons by whom the same shall be signed, when not signed as otherwise provided in the Bylaws.

- (q) To appoint committees as the Board of Directors may deem appropriate.
- (r) To possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers above described.

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#### ARTICLE IV. Membership

Section 1. Membership generally: No person except an Owner or the Declarant, as such terms are defined in the Declaration, is entitled to membership in the Association; and all Owners and Declarant, regardless of whether Declarant is also an Owner, shall be either Class A or Class B Members of the Association, as provided in this Article.

Section 2. Class A Membership: Until termination of Class B membership, as provided in Section 3 of this Article, every Owner who holds title to a Unit or Parcel that is subject to assessment under the Declaration, except Declarant, shall be a Class A Member of the Association. Each Class A membership shall be appurtenant to a Unit or Parcel. An Owner of more than one Unit is entitled to one (1) Class A membership for each Unit to which such Owner holds record title, or in the case of a Parcel Owner, one (1) vote for each Unit assigned to that Parcel. If more than one person holds an interest in any Unit or Parcel, all such persons shall be Members; provided however, that only one (1) vote shall be cast with respect to any one (1) Unit. No person other than an Owner may be a Class A Member of the Association, and a Class A membership may not be transferred except by a transfer of record title to the Unit or Parcel to which it is appurtenant.

Section 3. Class B Membership: The Declarant shall be a Class B Member of the Association. The Class B membership shall terminate and be converted to a Class A membership upon Turnover, as defined by the Declaration

#### ARTICLE V. Voting Rights

Section 1. Class A Voting: All Class A Members shall be entitled to one (1) vote for each Unit owned, or in the case of a Parcel Owner, one (1) vote for each Unit assigned to such Parcel. If more than one (1) person holds record title to a Unit, there shall be only one vote cast with respect to such Unit or Parcel, exercised as the Owners determine among themselves.

Section 2. Class B Voting: The Class B Member shall be entitled to appoint all members of the Board and all Association Officers prior to Turnover or as otherwise required by

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Florida Statutes. The Class B Member shall have two (2) times the number of votes held collectively by all Class A Members, plus one (1) vote.

**ARTICLE VI.**

**Board of Directors**

The affairs of this Association shall be managed and governed by a Board of Directors consisting of a minimum of three (3) Directors who need not be Members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors and officers until the selection of their successor are:

<u>Name</u>	<u>Address</u>
Joseph Cameratta, President	4954 Royal Gulf Circle Ft. Myers, Florida 33966
Eddy Garcia, Vice President	4954 Royal Gulf Circle Ft. Myers, Florida 33966
Nicholas Cameratta, Secretary/Treasurer	4954 Royal Gulf Circle Ft. Myers, Florida 33966

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**ARTICLE VII.**

**Officers**

The affairs of the Association shall be administered by a President, a Vice-President, a Secretary, and a Treasurer, and such other Officers as may be designated from time to time by the Directors. The Officers shall be elected or designated by the Board of Directors at its first meeting following the annual meeting of the Members of the Association.

**ARTICLE VIII.**

**Indemnification**

Every Director and every Officer of the Association, and every member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon such person in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Association, or by reason of his having served the Association at its request, whether or not he is a Director or an Officer of Member serving the Association at the time such expenses or liabilities are incurred, except when the Director, Officer, or Member serving the Association is adjudged guilty of willful malfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement before entry of judgment, the indemnification shall apply only when the Board of Directors approve such settlement and reimbursement as



being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all the other rights to which such Director, Officer, or Member serving the Association may be entitled.

**ARTICLE IX.**  
**By-Laws**

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner set forth in the By-Laws.

**ARTICLE X.**  
**Dissolution**

The Association may be dissolved upon written assent signed by Members holding not less than one hundred percent (100%) of the total number of votes of each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or organization to be devoted to such similar purposes. Any such dedication with regard to the Water Management System shall first be approved by SFWMD.

**ARTICLE XI.**  
**Term**

The term of the Association shall be perpetual.

**ARTICLE XII.**  
**Amendments**

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

Section 1. Notice: Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

Section 2. Vote: Subsequent to Turnover, a resolution for the adoption of an amendment may be proposed by either the Board of Directors or by the Members of the Association. Except as elsewhere provided, such resolutions must be adopted by no less than a majority of the votes of the entire membership of the Association. Notwithstanding the foregoing, prior to Turnover, amendments may be adopted by the Declarant.

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**Section 3. Limits on Amendments:** No amendment shall make any changes in the qualifications for membership, or in the voting rights of Class A or Class B Members, without approval in writing by all Members. As long as the Declarant owns a Parcel or other property in THE PLACE, no amendment to these Articles of Incorporation adopted by the Members shall be effective without the prior written consent of the Declarant, which consent may be denied in the Declarant's discretion, provided, further, that regardless of whether the Declarant owns a Parcel or other property in THE PLACE, no amendment shall be effective if it affects the Declarant's rights or alters any provision made for the Declarant's benefit. No amendment shall be effective if it affects a Builder's rights or alters a provision made for a Builder's benefit State.

**Section 4. Certification:** A copy of each amendment shall be certified by the Secretary of

**ARTICLE XIII.**

**General**

Unless otherwise defined in the Articles of Incorporation, defined terms contained in the Articles, as indicated by initial capitalization, shall have the meaning ascribed to them in the Declaration and By-Laws. Any conflict between these Articles and the Declaration shall be governed by such Declaration, and any conflict between these Articles and the By-Laws shall be governed by such By-Laws.

**ARTICLE XIV.**

**Incorporator**

The name and address of the incorporator of these Articles of Incorporation is as follows:

Charles Mann  
Pavese Law Firm 1833  
Hendry Street Fort  
Myers, FL 33901

**ARTICLE XV.**

**Registered Agent**

The initial registered office of the Association shall be 1833 Hendry Street, Fort Myers, FL 33901. The initial registered agent at said address shall be Charles Mann. In addition to its statutory duties, the Registered Agent shall maintain copies of all permitting actions under the South Florida Water Management District for the benefit of THE PLACE Master Association, Inc.

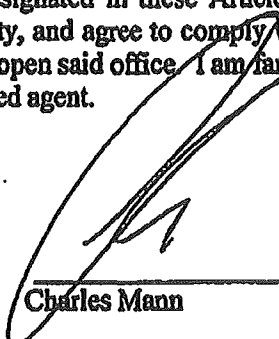
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IN WITNESS WHEREOF, the subscriber, being the undersigned person, named as incorporator, has hereunto set his hand this 21 day of September, 2015.

By:   
Name: Charles Mann  
Its: Incorporator

**ACCEPTANCE BY REGISTERED AGENT**

Having been named to accept service of process for THE PLACE Master Association, Inc., a Florida not for profit corporation, at the place designated in these Articles of Incorporation, I hereby accept the appointment to act in this capacity, and agree to comply with the provisions of the laws of the State of Florida, relative to keeping open said office. I am familiar with and accept the duties and obligations of my position as registered agent.

  
Charles Mann

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