



## *A Note from Management: Welcome Home*

Dear Homeowner,

We wish to extend a warm welcome to you as a new resident of The Place at Corkscrew. Our Association is very active, and we work hard to maintain an attractive quality of life within the community, as well as protect the value of your home. It is my sincere wish that your association will bring you immense enjoyment through great experiences.

ICON Management Services, Inc. has the experience, knowledge, and training necessary to operate and maintain your community to the highest standards. Our personnel are people-oriented and as such, with work with you, your Board, and subcontractors to help make your experience in your new community as enjoyable as possible.

The information in this packet is provided to make you feel at home and informed from day one. Enclosed you will find the information we hope to make the adjustment to your new home a seamless transition. You can also find all our community documents, forms, and other helpful information online at [www.theplaceatcorkscrewhoa.com](http://www.theplaceatcorkscrewhoa.com).

Again, welcome to The Place at Corkscrew. We are delighted you have chosen us and hope you and your family will enjoy yourselves for many years to come.

If you have any questions or comments, please feel free to contact us at 239-285-5462 or via email at [lross@theiconteam.com](mailto:lross@theiconteam.com).

Kindest Regards,

**Lynn Ross**  
**Community Association Manager**



## Quick Reference Phone Numbers

|                                     |              |
|-------------------------------------|--------------|
| Emergency                           | 911          |
| Sherriff Lee County (NON-EMERGENCY) | 239-477-1000 |
| Estero Fire Rescue                  | 239-390-8000 |
| Lee County Utilities                | 239-533-8845 |
| Florida Power & Light               | 239-334-7754 |
| Comcast                             | 800-266-2278 |
| Century Link                        | 239-590-0440 |
| Direct TV                           | 877-707-9769 |
| Waste Pro                           | 239-337-0800 |
| Gatehouse                           | 239-390-0180 |
| Gatehouse Voicemail                 | 239-208-0508 |

Lynn Ross, LCAM  
Community Association Manager ICON Management Services  
1990 The Place Blvd  
Estero, FL 33928  
Office: 239-317-2414  
Questions/Concerns: [lross@theiconteam.com](mailto:lross@theiconteam.com)



## Vehicle Registration Form

Member Name: \_\_\_\_\_

Address: \_\_\_\_\_

*Please Note: It could take up to 24 hours for transponders to be activated.*

Vehicle 1: Transponder Number \_\_\_\_\_

Driver: \_\_\_\_\_ Make/Model: \_\_\_\_\_

Tag: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_

Vehicle 2: Transponder Number \_\_\_\_\_

Driver: \_\_\_\_\_ Make/Model: \_\_\_\_\_

Tag: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_

Vehicle 3: Transponder Number \_\_\_\_\_

Driver: \_\_\_\_\_ Make/Model: \_\_\_\_\_

Tag: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_



## Pet Registration Form

Member Name: \_\_\_\_\_

Address: \_\_\_\_\_

### Pet Information (Please complete 1 form per pet):

Pet Name: \_\_\_\_\_ Species: \_\_\_\_\_

Age: \_\_\_\_\_ Weight: \_\_\_\_\_ Breed: \_\_\_\_\_

Gender: M F (please circle one)

Description:

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### Acknowledgment & Agreement

I/We am/are aware of the Association rules, regulations and restrictions regarding pets on the property and agree to abide by them. I/We also agree to abide by the rules when using the dog park and I/We agree to use the park at my/our own risk.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_



### The Place at Corkscrew Owner Information Form

|   |  |
|---|--|
| <b>Owner Name:</b>  |  |
| <b>Co-Owner Name:</b>   |  |
| <b>Mailing Address:</b><br><b>*Where you would like all bills to be sent*</b> |  |
| <b>The Place Address:</b>   |  |
| <b>Owner Home Phone:</b>  |  |
| <b>Owner Work Phone:</b>  |  |
| <b>Co- Owner Work Phone:</b>  |  |
| <b>Owner Cell Phone:</b>  |  |
| <b>Co- Owner Cell Phone:</b>  |  |
| <b>Owner Email Address:</b>   |  |
| <b>Co- Owner Email Address:</b>   |  |

#### Emergency Contact Information

|       |  |               |  |               |  |
|-------|--|---------------|--|---------------|--|
| Name: |  | Relationship: |  | Phone Number: |  |
| Name: |  | Relationship: |  | Phone Number: |  |

Signature of Owner: \_\_\_\_\_ Date: \_\_\_\_\_



### Gate Guest List

#### Resident Information

Owner Name: \_\_\_\_\_

The Place Street Address: \_\_\_\_\_

Primary Phone Number: \_\_\_\_\_ Alternative Number: \_\_\_\_\_

Email: \_\_\_\_\_

#### Permanent Guest(s)

(\*Permanent Guests are people who you would like to have access to the gate at all times such as Immediate Family or Close Friends\*)

- |           |           |
|-----------|-----------|
| 1. _____  | 11. _____ |
| 2. _____  | 12. _____ |
| 3. _____  | 13. _____ |
| 4. _____  | 14. _____ |
| 5. _____  | 15. _____ |
| 6. _____  | 16. _____ |
| 7. _____  | 17. _____ |
| 8. _____  | 18. _____ |
| 9. _____  | 19. _____ |
| 10. _____ | 20. _____ |

#### Vendor List:

(\*Vendors are who will be servicing your home on a regular basis & need access through the gate such as cleaners and/or home watch\*)

- |           |           |
|-----------|-----------|
| 1. _____  | 11. _____ |
| 2. _____  | 12. _____ |
| 3. _____  | 13. _____ |
| 4. _____  | 14. _____ |
| 5. _____  | 15. _____ |
| 6. _____  | 16. _____ |
| 7. _____  | 17. _____ |
| 8. _____  | 18. _____ |
| 9. _____  | 19. _____ |
| 10. _____ | 20. _____ |

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_



When you enroll in the Auto Debit program, we will send an electronic draft to your bank between the 1st and 5th of each month. There is no charge to you for this service. The electronic draft will only collect the current quarterly assessment. If you have a past due balance on your account you will be required to mail a payment for those fees.

To sign up for Auto Debit, complete and sign the authorization form.

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I (we) hereby authorize ICON Management Services to initiate debit entries to my (our) banking account indicated below and the depository (bank) named below. This authorization is for homeowner assessments and special assessments (if any) of any kind and will be drafted from your account.

Depository Name (Bank Name): \_\_\_\_\_  Checking or  Savings

Routing No: \_\_\_\_\_ Account No: \_\_\_\_\_

Starting Month: \_\_\_\_\_ (Application must be received in our office by the 15th of the month for debit to begin the following month.)

Association Name: The Place Master Association Inc.

Property Address: \_\_\_\_\_  
(The address you wish the payment to be applied)

Amount to be charged: 1/1: \_\_\_\_\_ 4/1: \_\_\_\_\_ 7/1: \_\_\_\_\_ 10/1: \_\_\_\_\_

Account Number: \_\_\_\_\_

This authority is to remain in full force until ICON Management Services has received written notification from the homeowner of its termination at least two weeks prior to the day the account is to be debited.

Name(s): \_\_\_\_\_  
(Please print name(s) as shown on account)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Please attach a voided check for verification of the bank transit and account number.

Phone Numbers: (Home) \_\_\_\_\_ (Cell) \_\_\_\_\_



## **WAIVER & RELEASE FORM**

Physical exercise can be strenuous and subject to risk of serious injury. The Place Master Association, Inc. urges you to obtain a physical examination from a doctor prior to using any exercise equipment or participating in any exercise activity. You, as the member, guest, or participant, agree that if you engage in any physical activity, or use any of The Place Master Association, Inc. amenities on the premises or off-premises including any sponsored The Place Master Association, Inc. event, you do so entirely at your own risk. Any recommendation for changes in diet including the use of food supplements, weight reduction and/or body building enhancement products are entirely your responsibility and should be accompanied by a consultation of a physician before undergoing any dietary or food supplement changes. You agree that you are voluntarily participating in these activities and use of these facilities and premises and assume all risks of injury, illness, or death.

This Waiver and Release of liability includes, but without any limitation, all injuries which may occur, regardless of negligence, as a result of; (a) your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training or instruction, (b) the sudden and unforeseen malfunctioning of any equipment (c) our instruction, training, supervision, or dietary recommendations and (d) your slipping and/or falling while in The Place Master Association, Inc. Amenities Center, or on the premises, including, but not limited to, adjacent sidewalks and parking areas.

You acknowledge that you have carefully read this "Waiver and Release" and fully understand that it is a complete release of liability. The Place Master Association, Inc. and its affiliates (The Place at Corkscrew, LLC. , Cameratta Companies, PLC Land Development, LLC. , Pulte Group, LLC, Pulte Homes LLC, Lennar Homes, LLC, ICON Management Services, Inc., of their

\_\_\_\_\_ Member / Guest Initials





respective subsidiaries, shareholders/members ((as applicable)), owners, officers, directors, partners, agents, representatives, and employees, successors) are not responsible for any injury to you, loss or damage to personal property. You expressly agree to release and discharge the health club, and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action, and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against The Place Master Association, Inc. or its affiliates for negligence, personal injury or property damage. This entire acknowledgment and waiver is a material inducement to The Place's providing of these services and amenities to you. I UNDERSTAND THAT BY SIGNING THIS FORM I AM WAIVING VALUABLE LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, MY RIGHT TO A JURY TRIAL, AND MY RIGHT TO RECOVER ATTORNEY'S FEES AT ALL LEVELS, INCLUDING APPEALS, ARBITRATION AND/OR MEDIATION. You recognize and acknowledge that there are certain risks of physical injury to participants in any fitness center activities, and you voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that you may sustain as a result of said participation. Should any part of this agreement be found by a court of law to be against public policy or in violation of any state statute or case precedence, then the remainder of this document will remain in full force.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

The Place at Corkscrew Address: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_



**To be completed in the Property Management Office:**

- \_\_\_\_\_ Picture ID
- \_\_\_\_\_ Mailbox Keys
- \_\_\_\_\_ Transponder Form
- \_\_\_\_\_ Owner Contact Information Form
- \_\_\_\_\_ Pet Registration
- \_\_\_\_\_ Resident Guest List

I hereby acknowledge that I am in receipt of the above-listed documents and information. I understand that it is my responsibility to read through all said information and to act in accord with the policies and procedures set forth.

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_



## **HOA WEBSITE for THE PLACE AT CORKSCREW**

Dear The Place at Corkscrew Family,

Providing ICONIC service to all of our residents and guests is our goal and we have launched our website for your convenience. We hope you find the website to be easy to navigate, user-friendly, informative and useful tool to provide you with all the information you need to make your residency in the community the best in all of Florida.

The website address is: **<http://theplacehoa.com/>**

As a resident of The Place at Corkscrew, you will have access to the documents relevant to the community. You will be given an opportunity to log into the site and create your user profile so that you may access sections of the site from wherever you are in the world. We are proud to manage this community and we strive to provide ICONIC services to you. Please spend some time getting to know the website. It was designed to help you enjoy your community to its fullest!

Please contact Lynn Ross, your property manager, with any questions you have.

Email: [lross@theiconteam.com](mailto:lross@theiconteam.com)

Cell Ph: 239-285-5462

# **GATE MANAGEMENT INSTRUCTIONS**

**Option 1** - On your computer – go to the HOA Website (theplacehoa.com) and select the Gate Security button. A logon screen is presented asking for username and password. Username is the primary phone number you have selected for your household (e.g. 2395551234). The Password is the last 4 digits of the phone number selected (e.g. 1234).

- Select either Guests (blue box) or Vendor (red box). To add a guest – select the outline of a person. Enter the Last Name & First Name and then select “**Schedule**”. Select one of the duration buttons – TODAY or TOMORROW or PERMANENT (allows access at any time) or CUSTOM (allows you to specify a date range). *If you do not select Schedule and schedule a time, the system will not record your entry!*
- The process is similar for a Vendor. Company Name and Company Type are required.

**Option 2** - Call one of the gates & talk to a Security Officer or leave a message. Computers are linked so you may call either gate.

- West Gate 239-390-0180
- East Gate 239-390-0188

**Option 3** - Call directly into the system & leave a message attached to your address. Computer Phone Access Number: 239-208-0508 (If the system says “I’M SORRY – please call the West Gate and inform the Officer)

- If you call from the Username Phone (above), you will be automatically be prompted to leave your message.
- If you call from a different phone, you will be prompted to identify yourself using the Username Phone number (above) and then prompted to leave your message.

**Option 4** - Download the Mobile App.

App is labeled “ISN Resident” in both the App Store the Google Play Store.

Select the App. The logon screen will ask for the Community – enter The Place. Username & password is the primary household phone number from option 1.

- Select either Guests (blue box) or Vendor (red box). To add a guest – select the outline of a person. Enter the Last Name and the First Name and then select “**Schedule**”. Select one of the duration buttons – TODAY or TOMORROW or PERMANENT (allows access at any time) or CUSTOM (allows you to specify a date range). *If you do not select Schedule and schedule a time, the system will not record you entry!*

# **COMMUNITY RULES & REGULATIONS**

*Based on, "The Place Master Association, Inc. " Master Declaration of Covenants, Conditions, Easements and Restriction Section 12*

## **Signage:**

- Signs, posters, display, billboard, decoration, logos, or other advertising devices of any kind are not permitted on the lot or where it will be visible to the public.
- Only the Association approved "For Sale" and "For Rent" Signage is permitted.
- Homeowners are permitted to place one (1) Security System sign in the front yard.

## **Landscape:**

- Stone, gravel, or paving may not be used as a substitute for grass in the lawn.
- Outside of normal landscape maintenance, no landscaping shall be installed, cut down, destroyed or removed without the prior written approval of the ARC.

## **Trash Cans:**

- Trash Cans must be bear-proof.
- All Trash cans must be suitably screened from view from the street and adjacent homes.
- Trash receptacles for lots must not exceed 40 gallons in size and must have two handles and a tight-fitting lid.
- Trash cans must be kept in a clean and sanitary condition • Garbage Incinerators are not permitted.

## **Outside Lighting:**

- Spotlights, floodlights, or other outdoor, high-intensity lighting (such as Landscape lighting) is not permitted without prior written approval of the ARC.
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- Garage Lights (Outdoor Wall Lanterns) may not be changed without prior written approval of the ARC.
- Solar Lights are permitted as long as they do not reflect light onto any other Unit or the Conservation Easements.
- Owner shall maintain the Front Yard Lamp (Post Lantern) and keep it operational during all hours of darkness.

### **Commercial Usage:**

The Owner (or family members or lessees) residing within The Place may conduct business activities within the Residence so long as:

- The business activities are not apparent or detectable by sight, sound or smell from outside the home.
- The business activities are permitted under applicable zoning regulations, ordinances, and laws
- The business activity involves only telephone calls and correspondence to and from the Unit and does require persons, suppliers, or tradesman coming into the Community.
- The business activity is consistent with the residential character of the community and does not create a nuisance to other members.

### **Satellites:**

- Satellite locations must be approved by the ARC prior to installation.

### **Exterior Improvements:**

- All exterior improvements must have prior written authorization of the ARC. This will include, but not limited to, Awnings, Hurricane Shutters, Solar Film, Window Shading or Decoration, Fences, Walls, and Hedges.

### **Flags:**

- Homeowners are permitted to display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4 h feet
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by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA Flag.

**Parking:**

- Vehicles must be parked in either the driveway, garage or designated parking spaces. Parking on any unpaved or grassed area is not permitted.
- Vehicles parked in permitted spaces must be in operating condition, except in the enclosed garage space.
- Boats, trailers of any kind, semitrailer, house trailer, camper, mobile home, motor home, bus, commercial vehicle, truck camper, vehicles with commercial markings, racks or tools in the bed, must be parked in the enclosed garage at all times.
- Law Enforcement vehicles are permitted to be parked in the driveway or designated parking spaces.
- Overnight parking in the roadway is strictly prohibited and can result in the towing of the vehicle.

**Lakes:**

The lakes are designed for storm water management, retention, and a source of irrigation.

- Fishing is only permitted from the shoreline of the amenity tract or directly behind your personal residence.
  - No swimming is permitted in any of the lakes.
  - No boats are permitted in any lakes other than contracted lake maintenance by a licensed vendor.
  - Feeding of alligators is prohibited and is a violation of state law.
  - No refuse is to be deposited into the lakes.
  - Members and their guests are responsible for any damage to the lakes caused by their actions.
  - Plants surrounding the lakes must not be cut or removed for any reason. In the dry season, they may appear "dead" but are, in fact, dormant. These littorals are important to the health of the lakes and are required by the Southwest Florida
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Water Management District. Anyone removing them for any reason will be financially responsible for their replacement by the HOA.

## **VIOLATION POLICY PROCEDURES**

To ensure the use and enjoyment of The Place at Corkscrew Community & Amenities Center by the Members and their Guests, the following policy shall be followed for those Members and their Guests who are NOT adhering to the Rules and Regulations. This policy will be enforced and applied uniformly in a standard way to all Members without prejudice. Members and Guests are expected to act, at all times, in a courteous and respectful manner. Members are responsible for the actions of their Guests and may be issued warnings or receive suspensions for the actions of their Guests as well as their actions, whether or not the Member participates in or is even present for the offending behavior.

Blatant, aggressive or argumentative behaviors are a basis for immediate suspension. Any Member or their Guest who at any time poses a threat or is otherwise physically or verbally abusive to the other Members or the Staff will not receive written notice, but will be immediately suspended for up to 15 days at the Board or Manager's sole discretion. At the conclusion of the 15 days, the Board may vote to suspend the offender's use of the amenities for a longer period.

OTHER RULES VIOLATIONS WILL BE HANDLED IN FOLLOWING WAY:

### **RULES VIOLATION PROCEDURES**

|                       |                              |
|-----------------------|------------------------------|
| <b>1st Violation:</b> | <b>Verbal Warning</b>        |
| <b>2nd Violation:</b> | <b>Written Warning</b>       |
| <b>3rd Violation:</b> | <b>30 Day Use Suspension</b> |
| <b>4th Violation:</b> | <b>60 Day Use Suspension</b> |

Any member receiving a verbal or written warning for rules violation will have the violation removed if they receive no further violations within a six (6) month period, following the initial notification.

In suspending, or revoking a Member's privileges, the Board may take into consideration the instant behavior of the Member, past violations, any arrests or convictions (whether directly related to the offending behavior or not) and any future risk

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the Member may pose to the community in general. The suspension or revocation of a Member's privileges to use the amenities does not abate the Member's obligation to pay assessments.

Any person receiving a notice of Rules violation may appeal the violation by notifying, in writing, the Board or Manager within three (3) calendar days, and requesting the suspension to be appealed to the Appeals Committee. The Appeals Committee shall be made up of no less than five (5) Members in good standing in the community, that are not related by blood or marriage to any Board Members, or the individual seeking to appeal the suspension.

### **Appeals Meeting Procedure:**

1. Meeting shall be called to order.
2. If not previously appointed by the Board, the Appeals Committee shall select a Chairperson and recording Secretary.
3. Chairperson shall certify that interested parties are in attendance and the Rule violation(s) shall be read.
4. An Association representative shall present cause for suspension, with attendant evidence and testimony.
5. Appellant shall then present evidence and testimony.
6. The Association's representative shall present any rebuttal evidence and testimony.

The Appeals Committee is permitted to direct questions to all parties, representatives, and witnesses. No person may refuse to answer direct questions put to him or her by the Appeals Committee. At the conclusion of the Meeting, the Appeals Committee shall deliberate and deliver a written ruling within 48 business hours and shall notify the offender of the same. The meetings of the Appeals Committee are open to attendance by the Members, but there shall be no input from Members unless called to provide testimony.

Appeals Committee is to be the Board of Directors until such time Committee Members have been established.

**THESE RULES AND REGULATIONS MAY BE ADDED TO, AMENDED OR REPEALED AT ANY TIME BY THE BOARD OF DIRECTORS**

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# THE PLACE AT CORKSCREW ARCHITECTURAL REVIEW COMMITTEE

## Alterations / Modifications Request Form

This form is to be completed by the homeowner and submitted to the ARC and approved BEFORE any work commences. Please refer to your Governing Documents for information on the ARC. Committee has 30 days to review, comment or approve from date of receipt.

**\*All applications must have the Homeowners affidavit disclaimer/release PLUS vendor license and insurance attached.**

If you would like notification sent to alternate address please list here: \_\_\_\_\_

|  |
|--|
| <b>THIS SECTION TO BE COMPLETED BY HOMEOWNER</b> |
|--|

ASSOCIATION NAME: **THE PLACE MASTER ASSOCIATION, INC.**

DATE: \_\_\_\_ / \_\_\_\_ / 20\_\_

Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Lot Number: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

**DETAILED DESCRIPTION OF PROPOSED ALTERATION/MODIFICATION BEING REQUESTED:**

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Please provide all information needed to review the proposed modifications or alterations, including a detailed description of materials, colors being used, as well as dimensions of proposed materials.

- |  |
|--|
| <input type="checkbox"/> Copy of survey map, site plan, with a suitable diagram showing where the modification/alteration is located (include dimensions/measurements) and dimensions from the modification/alteration to lot lines. |
| <input type="checkbox"/> Completed Specifications and Materials Submittal including colors.  |
| <input type="checkbox"/> Copy of County/Approvals/Permit(s) (if required)  |
| <input type="checkbox"/> Certificate of Insurance – MUST be in the Association’s and name The Place Master Association, Inc. as additionally insured.  |

CERTIFICATE HOLDER:  
 The Place Master Association, Inc.  
 c/o Icon Management  
 19900 The Place Blvd.  
 Estero, FL 33928

- |   |
|---|
| <input type="checkbox"/> Signed and sealed engineering or architectural drawings (as required for structural modifications or alterations)  |
| <input type="checkbox"/> Other detailed drawings by landscape designer or other professional, including proposed plant types, size, quantity, and dimensioned location from lot lines and structures. |
| <input type="checkbox"/> Cut sheets, paint samples, etc.  |
| <input type="checkbox"/> Copy of original hardscape/paving/site survey/location plan showing proposed alterations (structural additions, modifications, or alterations)                               |
| <input type="checkbox"/> Copy of planting/landscaping plan OR photos of existing showing proposed alterations (landscaping alterations)   |
| <input type="checkbox"/> Homeowner will be completing the modification / alterations  |
| <input type="checkbox"/> Homeowner has hired Contractor(s) to complete the modification / alterations   |

Applications submitted without all of the information needed to review the proposed modifications or alterations will not be reviewed.

All requests must conform to all local zoning and building regulations and include all necessary permits. The ARC takes no responsibility in verifying zoning or building codes.

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**THIS SECTION TO BE COMPLETED BY ARCHITECTURAL REVIEW COMMITTEE**

**REQUEST APPROVED:**                      **DATE APPROVED:** \_\_\_\_\_

**ARC BOARD MEMBER/DEVELOPER SIGNATURE:** \_\_\_\_\_

**APPROVED WITH THE FOLLOWING CONDITIONS:** \_\_\_\_\_

\_\_\_\_\_

**REQUEST DENIED:**                      **DATE DENIED:** \_\_\_\_\_

**REASON(S) FOR DENIAL:** \_\_\_\_\_

\_\_\_\_\_

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**Please Return Completed Form To:**  
The Place Master Association, Inc.  
19900 The Place Blvd.  
Estero, FL 33928  
(Management Office)

**THE PLACE MASTER ASSOCIATION, INC.  
HOMEOWNER'S AFFIDAVIT  
DISCLAIMER/RELEASE**

**I have read, understand, and agree to abide by the Governing Documents of the Association and the Architectural Review Committee Guidelines. In return for approval, I agree to be responsible for the following:**

- All losses caused to others, including common areas, as a result of this undertaking, whether caused by me or others;
- To comply with all state and local building codes;
- Any encroachment(s);
- To comply with the conditions of acceptance (if any);
- To complete the project according to the approved plans. If the modification is not completed as approved, said approval will be revoked and the modification shall be removed by the owner at the owner's expense.
- Homeowner further acknowledges that drainage swales have been designed and established between homes (side yards) to carry storm water off the lot and to maintain positive drainage away from the home. The Association, Board of Directors, CDD, and/or Developer shall not be responsible for any adverse effect that any proposed landscaping installation or construction may have on drainage. The Homeowner shall be responsible for all associated costs to restore drainage per original site survey.
- The Homeowner is responsible for any costs associated with irrigation modifications as a result of this alteration.
- The Homeowner is responsible for any maintenance costs associated with the modification / alteration.
- **The Homeowner is responsible for ensuring that all areas affected by the project construction (i.e. landscaping, irrigation, common areas, etc.) are restored to their original condition. The Homeowner will be notified of any deficiencies in writing and will be required to correct any damages. Failing that, the Homeowner is responsible for all costs necessary for the HOA to properly restore the area.**

**All applications must also include a signed copy of this affidavit disclaimer/release PLUS vendor license and insurance attached.**

**Additional Notes:**

**For Pool Construction:**

- A **Five Thousand Dollar (\$5,000)** deposit for damage and a copy of the contractor's certificate of insurance will be required from any party doing concrete work, installing or constructing a swimming pool, patio, or pool screen enclosures, and pool heaters. Deposit is refundable when the Association Manager confirms that all roadways, sidewalk, curbing, landscaping, irrigation and other common areas, or neighboring lots are restored to their original state.
- All required permits must be obtained and displayed by Homeowner prior to work beginning.
- Homeowner is responsible for notifying Association Manager prior to commencing any lot excavation in order to identify irrigation or other utility lines in the path of excavation. Homeowner must contact Association's irrigation contractor for coordination and approval before construction begins.
- Homeowner or Homeowner's agents or builder/contractor shall not use any portion of the Association property, other than roads, for the purpose of obtaining access to the owner's lot and home to construct any improvements approved by the Association.
- No common ground area, including roadways, may be used for long term or short term (temporary) material storage. No excavation materials shall be placed on a roadway surface or any other common area or neighboring property. All waste, excess materials, fill, etc. must be removed from the property daily. Use of Home Builder dumpsters will result in loss of deposit. Use of any property other than the

- home where the work is being completed is prohibited without permission granted from Association.
- All construction shall be performed by licensed builder/contractor who is insured. All applicable code and regulations will be followed and all necessary permits will be obtained at Homeowner's expense.
  - Landscaping shall be installed around the pool cage or fence. A detailed drawing by homeowner, landscape designer, landscape contractor, or other professional, including proposed plant types, size, quantity, and dimensioned location from lot lines and structures.
  - Homeowners may be charged extra by the Association to maintain any new landscaping that was added as an alteration/modification. Homeowners may also be charged extra for additional trimming and/or mulch that is required from the new landscaping. Planted shrubs and bushes to have a maximum height of six (6) feet.
  - Homeowner is responsible for bringing all areas used for construction traffic back to original condition.
  - Should any legal, regulatory agency require, at any time in the future, modifications to this Architectural Modification, will need to be done at the Homeowner's expense.
  - Decks/lanais/patios cannot be installed over a drainage swale. In the event the alteration/modification does interfere with the surface drainage, the Homeowner will be required, at their own expense, to correct the drainage to the Association's satisfaction. Any maintenance costs incurred by the Association, as a result of this Architectural Modification will be at the owner's expense.
  - Raised concrete decks must be finished and painted the same color as the body of home.
  - Prior to submitting a drawing of any modification or alteration that may disrupt the existing irrigation system; the Homeowner will need to coordinate the review of the current irrigation design. This will be done exclusively at the Homeowner's expense. Homeowner is required to contract with the Association's existing irrigation contractor to make any changes to the existing irrigation system.
  - Silt fence is required to be installed and maintained around the construction limits during pool construction.
  - A dewatering sock is required to minimize turbid/silt discharges when dewatering.

#### Other Alterations:

- A **Five Hundred Dollar (\$500) deposit** will be required for fence installation or other material changes at the ARC Board's discretion. The deposit is refundable when Association Manager confirms that all roadways, landscaping, and other common areas are restored to the original state.
- All required permits must be obtained and displayed by the Homeowner prior to work beginning.
- Homeowner is responsible for notifying Association Manager prior to commencing any lot excavation in order to identify any irrigation or utility lines in the path or excavation. Homeowner must use Association's irrigation contractor for any needed relocation.
- Homeowner or homeowner's agents or builder/contractor shall not use any portion of the Association property or neighboring lot, other than roads, for the purpose of obtaining access to the owner's lot and home to construct any improvements approved by the Association without written approval.
- All construction will be performed by a licensed builder/contractor who is insured. All applicable codes and regulations will be followed and all necessary permits will be obtained by the Homeowner.
- Homeowner is responsible for bringing all areas used for construction traffic back to original condition.
- Should any legal, regulatory agency require, at any time in the future, modifications to this architectural modification, will need to be done at the Homeowner's expense.
- Decks/lanais/patios cannot be installed over drainage swale. In the event the alteration/modification does interfere with the surface drainage, Homeowner will be required, at their own expense, to correct the drainage to the Association's satisfaction. Any maintenance costs incurred by the Association, as a result of the architectural modification, will be at the Homeowner's expense.
- Refer to Exhibit H for Fencing Options and typical Fence Layout and/or Screen Enclosure Layout.
- Prior to submitting a drawing of any modification or alteration that may disrupt the existing irrigation system, the Homeowner will need to obtain a letter from the existing Association irrigation contractor stating that the proposed modification will not interfere with the irrigation system. Should any

irrigation lines, sprinkler heads or other irrigation equipment need to be relocated, this will be done exclusively at the Homeowner's expense. Homeowner is required to contract with the Association's existing irrigation contractor to make any changes to the existing irrigation system.

- For hurricane shutter installations, Homeowner is solely responsible for ensuring shutter meets county code requirement. Permanently attached portions of the shutter must be white or match the body color of the home.
- All alterations/modifications are subject to requirements of the Governing Documents, Architectural Review Committee Guidelines, and any other applicable regulations at the Association's discretion.
- Homeowners may be charged extra by the Association to maintain any new landscaping that was added as an alteration/modification. Homeowners may also be charged extra for additional trimming and/or mulch that is required from the new landscaping. Planted shrubs and bushes to have a maximum height of six (6) feet.

I also understand that the ARC does not review and assumes no responsibility for the structural adequacy, capacity or safety features of the proposed construction, alteration or addition; or for performance, workmanship or quality of work of any contractor or of the completed alteration.

I agree to abide by the decision of the Architectural Review Committee or Board of Directors. If the modification is not completed as approved per the specifications submitted in this application and I refuse to correct or remove the modification, I may be subject to court action by the Association. In such event, I shall be responsible for all reasonable attorney's fees.

**Property Address of Homeowner:** \_\_\_\_\_

\_\_\_\_\_  
**Name of Homeowner (Print)**

\_\_\_\_\_  
**Signature of Homeowner**

\_\_\_\_\_  
**Date**

# The Place at Corkscrew

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## Vendor Agreement / SCOPE OF WORK - Custom Pools

### Exhibit A

#### Construction Vendor Requirements

#### **Pool**

1. Layouts will conform to plans providing for proper setbacks from property lines and easements, as required by permitting authorities. Pool location to be verified with Association representative.
2. Excavations to proper line and depth will be done so as not to affect adjacent structures and will include any necessary shoring, forming, and barricading
3. Owner or owner's agents or builder/contractor shall not use any portion of the Association property, (common area) other than roads for the purpose of obtaining access to the owner's lot and home to construct any Improvements approved by the Association. Access for aftermarket/custom pool construction must be approved as part of the Architectural Review Committee (ARC) application process prior to the commencement of work. Unapproved access will result in a \$2500 fine to be taken from the vendor's damage/compliance deposit.
4. All dirt spoils must be removed within 48 hours and not stored on vacant lots and/or streets. All removal is required by pool vendor, no dumping on site.
5. Follow all EPA and Storm Water Requirements, including but not limited to, street sweeping, silt fence, no pumping water directly into the lake, and leave all berms/swales as originally engineered.
6. Respect all parking on streets not to disrupt the proper flow of traffic.
7. Complete construction of the pool within a reasonable time frame (90 days) .
8. Obtain approval for site access points prior to work commencement.
9. Repair all roadway and sidewalk damage prior to completion.
10. All design review information needs to be submitted and approved prior to work commencement (i.e plans, Alteration/Modification Application, site plan, grading plan including adjacent homes, footprint, and setbacks).
11. Failure to obtain approval from the association, the management company, the Architectural Review Committee (ARC) prior to work commencing will result in a \$2,500 fine plus legal fees
12. Irrigation coverage and landscape enhancement "as-builts" to be verified against the approved application and accepted per the alteration application
13. Certificate of Completion issued to Association/Owner must be received per the alteration application upon completion of the pool.
14. Association to complete property inspection prior to the release of any deposits/bonds.

#### **Pool Vendor**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

#### **The Place Master Association, Inc.**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## Custom Pool - Alteration/ Modification Application

|   |  |
|---|--|
| <b>Today's Date</b>                             |  |
| <b>Community Name</b>                           | <b>The Place at Corkscrew</b>  |
| <b>Owner Name</b>                               |  |
| <b>Address</b>                                  |  |
| <b>Owner Contact Number</b>                     |  |
| <b>Description of Work</b>                      |  |
| <b>Start Date</b>                               |  |
| <b>Estimated Completion Date</b>                |  |
| <b>Vendor Name</b>                              |  |
| <b>Vendor Contact Number</b>                    |  |
| <b>Acknowledged and agreed to by Applicant:</b> | <p>Applicant agrees to complete said alteration or modification in accordance with the application. Changes to approved alteration/modification or work in progress must be approved in writing by the Association. If said alteration or modification work has not commenced within 6 months of the approval date, the application will be considered withdrawn; and the application process will begin again. Any work that is considered nonconforming to approval may be subject to enforcement, such as fines, by the Association. Any work that is not completed 30 days after the estimated completion date may also be subject to enforcement, such as fines, by the Association. Extensions may be granted by the Association; however, the Association is not obligated to grant any extensions. <b><u>Association has 45 days to review alteration or modification application; the 45-day review period does not begin until a COMPLETE application is received by the Association. Application must be signed by the OWNER. All correspondence related to the application will be sent to OWNER only unless OWNER provides written permission to send to Vendor. COMMENCEMENT OF WORK MAY NOT BEGIN UNTIL WRITTEN APPROVAL HAS BEEN RECEIVED BY THE ARCHITECTURAL REVIEW BOARD, MANAGEMENT COMPANY OR THE BOARD OF DIRECTORS.</u></b></p> |
| <b>Applicant Signature</b>                      |  |
| <b>Association Approval</b>                     |  |



## Deposits

Homeowner:

- A **two thousand and five hundred dollar (\$2,500) damage deposit** for common area damage is required for all concrete work, installing or constructing a swimming pool, patio, pool screen enclosures, and pool heaters. Deposit is refundable when the Association manager confirms that all roadways, landscaping, and other common areas are restored to the original state.

Vendor:

- A **two thousand and five hundred dollar (\$2,500) damage/compliance deposit** must be supplied to the association prior to the start of construction of an aftermarket/custom pool or patio. This deposit can be in the form of cash, check (to be deposited), bond (issued in associations name), or a letter of credit issued to the association.

## Guidelines

- Owner must use approved pool vendor who has signed a vendor agreement with the Association in order to receive approval of this application.
- All required permits must be obtained and displayed by the owner prior to work beginning.
- A signed vendor agreement, vendor license and insurance, and all damage deposits and fees must accompany this application in order to receive approval.
- Owner is responsible for notifying Association Manager prior to commencing any lot excavation in order to identify any irrigation or utility lines in the path of excavation. Owner must contact the Association's irrigation contractor for approval of capping off irrigation lines before construction begins.
- No common ground area, including roadways, may be used for long term or short term (temporary) material storage. No excavated materials shall be placed on a roadway surface or any other common area. All waste, excess materials, fill,

## Custom Pool - Alteration/ Modification Application

, etc. must be removed from property within 48 hours. The use of any property other than the home where the work is being completed is not permitted and may not be used for any activity without permission granted from the Association.

- Actual construction will be performed by a licensed builder/contractor who is insured in accordance with association standards. All applicable code and regulations will be followed and all necessary permits will be obtained at the owner's or vendor's expense.
- All maintenance of the alteration/modification will be performed at the owner's expense. Owner is responsible for bringing all areas used for construction traffic back to original condition.
- Should any legal or regulatory agency require a modification at any time in the future, any and all changes to this variance will need to be done at the owner's expense.
- Decks/lanais/patios cannot be installed over a drainage swale. In the event the alteration/modification does interfere with the surface drainage system, the owner will be required to correct the drainage at the owner's expense to the Association's satisfaction. Any maintenance costs incurred by the Association as a result of this variance will be at the owner's expense,
- Any interference of the surface drainage system on the owner's property or the adjacent homes will be the responsibility of the homeowner.
- Raised concrete decks must be finished and painted the same color as the body of the home.
- Prior to submitting a drawing of any modification or alteration that may disrupt the existing irrigation system; the owner will need to obtain a letter from existing irrigation contractor stating that the proposed modification will not interfere with the irrigation system. Should any irrigation lines, sprinkler heads or other irrigation equipment need to be relocated, this will be done exclusively at the owner's expense. Owner is required to contract with the Association's existing irrigation contractor to make any changes to the existing irrigation system.
- The installation of after-market pools and patios whereas the irrigation, drainage, and grading have been altered will void any and all developer warranties as they pertain to those areas.
- Pool heaters, satellite dishes (with tops no more than 48" above ground) and other ground-based structures are to be screened from view with hedge planting (i.e., Hibiscus, Eugenia or Viburnum) planted 30" high and 18" on center at installation. • Vendors who violate this agreement will be fined **two thousand and five hundred dollars (\$2,500) per occurrence** to be taken from their damage/compliance deposit.

- Vendors who start a pool without proper approvals of The Place Master Association, Inc. will be issued a stop-work order from our association attorney. In addition to the stop-work order, they **will be fined two thousand and five hundred dollars (\$2,500) plus legal fees** and will not be permitted to resume work until fines and legal fees have been paid and proper approval has been received through the association approval process.
- Owner or owner's agents or builder/contractor shall not use any portion of the Association property, (common area) other than roads for the purpose of obtaining access to the owner's lot and home to construct any improvements approved by the Association. **Access for after-market/custom pool construction must be approved as part of the Architectural Review Committee (ARC) application process prior to the commencement of work. Unapproved access will result in a \$2,500 fine to be taken from the vendor's damage/compliance deposit.**
- A certificate of completion will be required in order for the owner and pool vendor to receive their refundable deposits after completion.
- Repeat offenders may be permanently excluded from the property and the association will have no liability to any person.
- The Homeowner is responsible for ensuring that all areas affected by the project construction (i.e. landscaping, irrigation, common areas, etc.) are restored to their original condition. The Homeowner will be notified of any deficiencies in writing and will be required to correct any damages. Failing that, the Homeowner is responsible for all costs necessary for the HOA to properly restore the area.
- Owner or owner's agents or builder/contractor understands that the ARC does not review and assumes no responsibility for the structural adequacy, capacity or safety features of the proposed construction, alteration or addition; or for performance, workmanship or quality of work of any contractor or the completed alteration.

**All alterations/modifications are subject to requirements of the Governing Documents, occupancy agreements and other applicable regulations at the Association's discretion.**

**Association reserves the right to request additional information, as well as additional fees or deposits, not requested on this form.**

Please email or deliver form to Icon Management Services at the address listed below.

Lynn Ross | LCAM  
ICON Management Services, Inc.  
19900 The Place Blvd,  
Estero, FL. 33928  
Mobile: 239-285-5462  
[lross@theiconteam.com](mailto:lross@theiconteam.com)



## Key Facts about Hurricane Readiness

### Preparing for a Hurricane

If you are under a hurricane watch or warning, here are some basic steps to take to prepare for the storm:

- Learn about Lee County Emergency Plans\*, warning signals, evacuation routes, and locations of emergency shelters
- Identify potential home hazards and know how to secure or protect them before the hurricane strikes. Be prepared to turn off electrical power when there is standing water, fallen power lines, or before you evacuate. Turn off gas and water supplies before you evacuate. Secure structurally unstable building materials
- Buy a fire extinguisher and make sure your family knows where to find it and how to use it
- Locate and secure your important papers, such as insurance policies, wills, licenses, stocks, etc.
- Post emergency phone numbers at every phone
- Inform local authorities about any special needs, i.e., elderly or bedridden people, or anyone with a disability.
- Make plans to ensure your pets' safety.

### Emergency Supplies you will need:

You should stock your home with supplies that may be needed during the emergency period. At a minimum, these supplies should include:

- Several clean containers for water, large enough for a 3-5 day supply of water (about five gallons for each person).
- A 3-5 day supply of non-perishable food.
- A first aid kit and manual
- A battery-powered radio, flashlights, and extra batteries
- Sleeping bags or extra blanket
- Water-purifying supplies, such as chlorine or iodine tablets or unscented, ordinary household chlorine bleach
- Prescription medicines and special medical needs
- Baby food and/or prepared formula, diapers, and other baby supplies
- Disposable cleaning cloths, such as "baby wipes" for the whole family to use in case bathing facilities are not available



- Personal hygiene supplies, such as soap, toothpaste, sanitary napkins, etc.
- An emergency kit for your car with food, flares, booster cables, maps, tools, a first aid kit, fire extinguisher, sleeping bags, etc.

You can find more information on emergency plans and supply kits at [www.ready.gov](http://www.ready.gov)

### **Preparing to Evacuate**

Expect the need to evacuate and prepare for it. The National Weather Service will issue a hurricane watch when there is a threat to coastal areas of hurricane conditions within 24-36 hours.

When a hurricane watch is issued, you should.

- Fill your automobile's gas tank
- If no vehicle is available, make arrangements with friends or family for transportation
- Fill your clean water containers
- Review your emergency plans and supplies, checking to see if any items are missing
- Tune in the radio or television for weather updates
- Listen for disaster sirens and warning signals
- Prepare an emergency kit for your car with food, flares, booster cables, maps tools, a first aid kit, fire extinguisher, sleeping bags, etc.
- Secure any items outside which may damage property in a storm, such as bicycles, grills, propane tanks, etc.
- Put livestock and family pets in a safe area. Due to food and sanitation requirements, emergency shelters cannot accept animals
- Place vehicles under cover, if at all possible
- Fill sinks and bathtubs with water as an extra supply for washing
- Adjust the thermostat on refrigerators and freezers to the coolest possible temperature

### **If you are ordered to Evacuate**

Because of the destructive power of a hurricane, you should never ignore an evacuation order.

Authorities will most likely direct you to leave if you are in a low-lying area, or within the greatest potential path of the storm. Be aware that most shelters and some hotels do not accept pets. IF a hurricane warning is issued for your area or you are directed by authorities to evacuate the area:

- Take only essential items with you
- If you have time, turn off the gas, electricity, and water



- Disconnect appliances to reduce the likelihood of electrical shock when power is restored.
- Make sure your automobile's emergency kit is ready.
- Follow the designated evacuation routes-others may be blocked-and expect heavy traffic.

**If you are ordered NOT to Evacuate:**

The great majority of injuries during a hurricane are cuts caused by flying glass or other debris .Other injuries include puncture wounds resulting from exposed nails, metal, or glass, and bone fractures. To get through the storm in the safest possible manner:

- Monitor the radio or television for weather conditions, if possible.
- Stay indoors until the authorities declare the storm is over.
- Do not go outside, even if the weather appears to have calmed-the calm "eye" of the storm can pass quickly, leaving you outside when strong winds resume.
- Stay away from all windows and exterior doors, seeking shelter in a bathroom or basement. Bathtubs can provide some shelter if you cover yourself with plywood or other materials.
- Prepare to evacuate to a shelter or a neighbor's home if your home is damaged.



## The Place Master Association, Inc.

19900 The Place Blvd.  
Estero, FL 33928  
239-317-2414

### Member Charge Authorization Form

Setting up your Credit Card Authorization for Member Charge to be automatically charged to your Visa, MasterCard, and American Express. Just complete and sign this form to get started!

#### Here's How Member Charging Payments Work:

You authorize regularly scheduled charges to your credit card. You will be charged the amount due each month. Your invoice will be sent to you each month on the 1<sup>st</sup> and a receipt for each payment will be emailed to you.

---

#### Please complete the information below:

I \_\_\_\_\_ authorize **The Place Master Association, Inc.** to charge my credit card indicated below for **Full Amount Owed** on the 10<sup>TH</sup> of each **month** for payment of my **Member Charge account at the Café and the Barefoot Bar and Grill.**

Billing Address \_\_\_\_\_

Phone# \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Email \_\_\_\_\_

#### Credit Card

Visa  MasterCard

Amex

Cardholder Name \_\_\_\_\_

Account Number \_\_\_\_\_

Exp. Date \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify **The Place Master Association, Inc.** in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above-noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF) I understand that **The Place Master Association, Inc.** may at its discretion attempt to process the charge again within 30 days, and agree to an additional **\$25** charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this credit card/bank account and will not dispute these scheduled transactions with my bank or credit card company; so long as the transactions correspond to the terms indicated in this authorization.