

**BROOKS OF BONITA
SPRINGS & BROOKS OF
BONITA SPRINGS II
COMMUNITY DEVELOPMENT
DISTRICTS**

January 28, 2026

BOARD OF SUPERVISORS

**JOINT REGULAR
MEETING AGENDA**

**BROOKS OF BONITA SPRINGS
&
BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS**

**AGENDA
LETTER**

Brooks of Bonita Springs & Brooks of Bonita Springs II Community Development Districts

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone (561) 571-0010 • Fax (561) 571-0013 • Toll-free: (877) 276-0889

<https://brookscdds.net/>

January 21, 2026

ATTENDEES:

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

Boards of Supervisors

Brooks of Bonita Springs & Brooks of Bonita Springs II Community Development Districts

Dear Board Members:

The Boards of Supervisors of the Brooks of Bonita Springs & Brooks of Bonita Springs II Community Development Districts will hold a Joint Regular Meeting on January 28, 2026 at 1:00 p.m., at the Estero Community Church, 21115 Design Parc Ln., Estero, Florida 33928. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments: *Agenda items only [3 minutes per person]*

JOINT BUSINESS ITEMS

3. Presentation of Village of Estero Long Term Vision (*Steve Sarkozy*)
4. Updates
 - A. Sidewalk Project
 - B. Street Light Project
 - C. Tree Removal Project
 - D. Stormwater Focus Group Feedback
5. Update: Premier Lakes Quality Control Lake Reports
 - A. October 2025
 - B. November 2025
 - C. December 2025
6. Landscape Report: *GulfScapes Landscape Management Services*
 - Irrigation Reports

- A. Meter Usage by Clock
 - B. Year-Over-Year Water Usage
7. Discussion: Unauthorized Removal of Irrigation Clocks 3 and 4
8. Continued Discussion: Rule Making Process [Stormwater Management]
9. Consideration of Resolutions Implementing Section 190.006(3), Florida Statutes, and Requesting that the Lee County Supervisor of Elections Conduct the Districts' General Elections; Providing for Compensation; Setting for the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date
 - A. Resolution 2026-02, *Brooks of Bonita Springs Community Development District*
 - B. Resolution 2026-01, *Brooks of Bonita Springs II Community Development District*
10. Discussion/Consideration/Ratification: Performance Measures/Standards & Annual Reporting Form
 - A. October 1, 2024 - September 30, 2025 [Posted]
 - I. *Brooks of Bonita Springs Community Development District*
 - II. *Brooks of Bonita Springs II Community Development District*
 - B. October 1, 2025 - September 30, 2026
 - I. *Brooks of Bonita Springs Community Development District*
 - II. *Brooks of Bonita Springs II Community Development District*
11. Discussion: Existing Conditions of Landscape Buffer of Coconut Rd and Three Oaks Pkwy
12. Discussion: Pool Water Discharge by Legal Relative to NPDES vs Damage to Golf Course Grass and Residential Grass
13. Continued Discussion/Update: Capital Improvements [20 Year Bond]
14. Acceptance of Unaudited Financial Statements as of December 31, 2025
 - Financial Highlights Report
15. Approval of October 22, 2025 Joint Regular Meeting Minutes
16. Staff Reports

- A. District Counsel: *Coleman, Yovanovich & Koester, P.A.*
- B. District Engineer: *Johnson Engineering, Inc.*
- C. Field Operations: *Wrathell, Hunt and Associates, LLC*
 - Monthly Status Report - Field Operations
- D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: April 22, 2026 at 1:00 PM

○ QUORUM CHECK: BROOKS OF BONITA SPRINGS


SEAT 1	ED FRANKLIN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	JAMES MERRITT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	CHARLES ORLANDO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	JOHN (ROD) WOOLSEY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	DAVID GARNER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

○ QUORUM CHECK: BROOKS OF BONITA SPRINGS II

SEAT 1	LYNN BUNTING	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	KEN D. GOULD	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	MARY O'CONNOR	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	THOMAS BERTUCCI	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	JOSEPH BARTOLETTI	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 17. Supervisors' Requests
- 18. Public Comments: *Non-Agenda items only [3 minutes per person]*
- 19. Adjournment

Should you have any questions, please contact me directly at 239-464-7114.

Sincerely,

 Chesley E. Adams, Jr.
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 709 724 7992

**BROOKS OF BONITA SPRINGS
&
BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS**

3



Brooks CDD

January 28, 2026



Celebrated our 10-year Anniversary



Estero in Brief



- About 45,000 Year-Round Residents
- About 65,000 in Season Residents
- Politically very stable
- Estero is very safe.
 - Violent crime is 75% below state average
 - Property crime is 50% below state average



- Operate under the Council-Manager Plan
 - 7 elected Council Members
 - 1 City Manager (or CEO) selected by Council based on experience, education and merit (emulates the private sector, corporate structure)

- All Policies to be adopted by Council

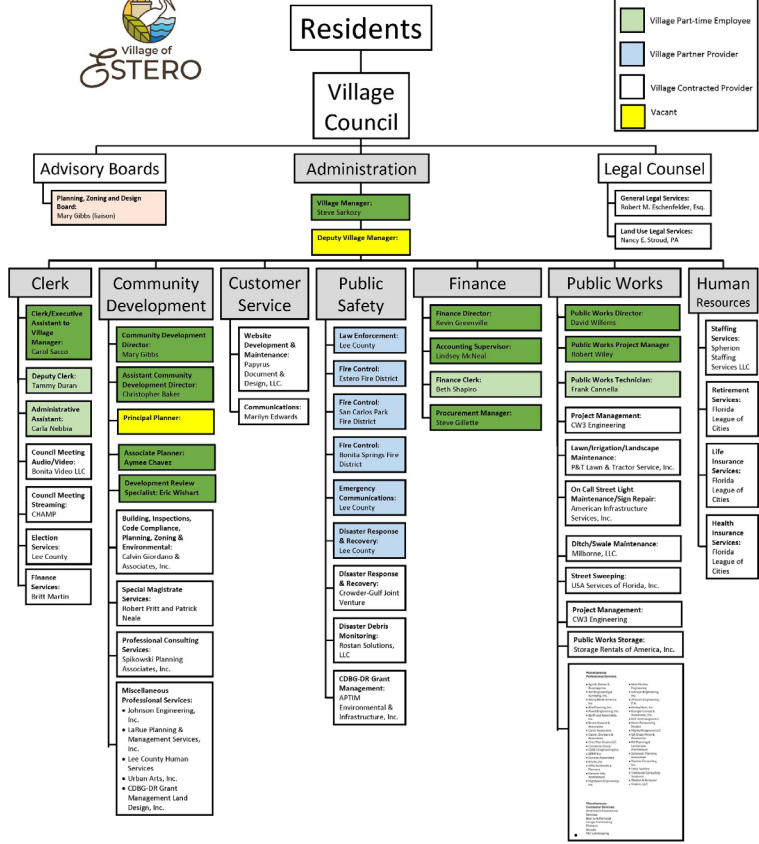
- All day-to-day administration handled by the City Manager

Organizational Chart Fiscal Year 2025-2026



Legend:

- Village Functional Area (Grey)
- Village Council Appointed (Light Orange)
- Village Full-time Employee (Green)
- Village Part-time Employee (Light Green)
- Village Partner Provider (Light Blue)
- Village Contracted Provider (White)
- Vacant (Yellow)





Established in the early 1920's as part of the "Reform Movement" in government

Strict adherence to the Code of Ethics
(one breach in the Code of Ethics = out of a career)

Totally apolitical
(Literally No involvement in the partisan politics)

Most prevalent form of local government structure in
the U.S.

The Current Leadership



The Village Council – elected at – large, from Districts

(The Village Council appoints the Village Manager based on merit, who then runs the operation as CEO of a Municipal Corporation)

Then Planning, Zoning, and Design Board appointed by the Village Council

City Manager	Finance Director	Village Engineer	Community Development Director
B.A. (Miami University)	B.S. (University of Maryland)	B.S. (University of Florida)	B.A. (University of South Florida)
MPA (Syracuse University)	MBA (University of Maryland)	M.S. (University of Florida)	MA (University of South Florida)
MBA (Northwestern University)	CPA	P.E.	MBA (Florida Gulf Coast University)
			FAICP

Master Planning



Inclusive, master plans in all of the areas where we have functional responsibility, including:

- Park & Open Space Master Plan
 - Stormwater Master Plan
 - Bike & Pedestrian Master Plan
- Comprehensive Plan Master Plan
- Traffic and Transportation Master Plan
- Land Development Code Master Plan



The Village of Estero

approach to
Government "LITE"

**Sustainable
Government**

Zero ongoing
pension liabilities

\$0



**0.73
LOWEST**

Property Tax Rate
(IN SWFL)



**STRONG
reserves**

**12.0 months of
operating revenues in
combined dedicated
reserves. (\$8.6 million)**

**LIMITED
staff**

Lowest actual and per capita staff
rate in Southwest Florida.
13.5 full-time equivalents, for a
city with over 38,000 full-time
residents, expanding to over
60,000 residents during "season"!



To learn more, visit <https://estero-fl.gov>



has been
AWARDED

AAA BOND RATING

by Standard & Poor's (S&P) Global Ratings

AAA bond rating is the highest rating possible,
shared by only seven cities in the State of Florida.

Earned by

- Extensive review and final adoption of financial policies that cement sound stewardship of finances.
- Village's complete lack of debt of any type.
- Early repayment of previous debt.
- 12 months of operating revenues in combined dedicated reserves (8.6 million).



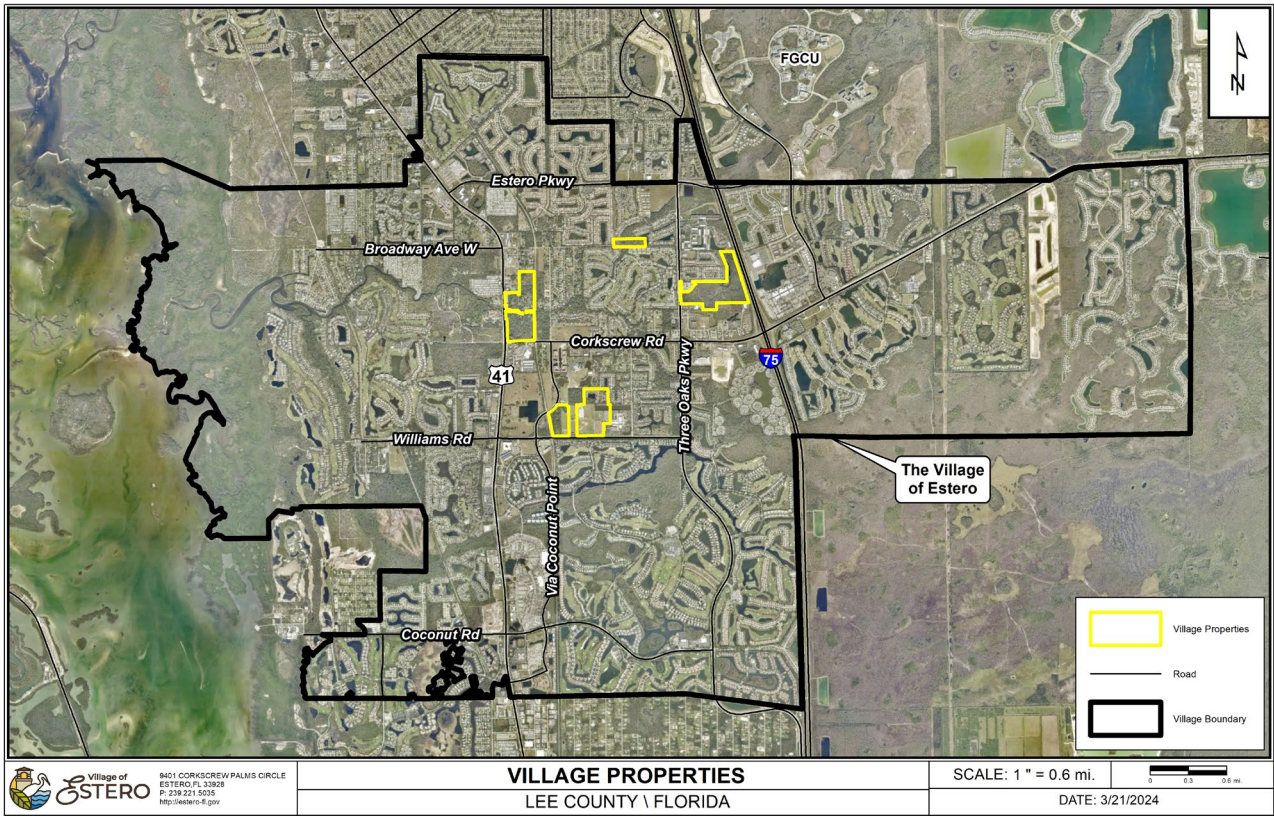
Benefits

- As the "gold standard" for financial stewardship, this rating ensures the lowest possible interest rate on any future debt.
- Rating remains indefinitely unless a change in financial status occurs.

Rated AAA on
November 21, 2024



Village Properties



In our first 10 Years of existence Estero has PURCHASED 245 ACRES at a total cost of \$41M

Estero Regional Pond



ESTERO RIVER NORTH BRANCH REGIONAL POND
THREE OAKS PKWAY, ESTERO, LEE, FL 33928 March 4, 2025



J.R. EVANS
ENGINEERING

OUTSIDE PRODUCTIONS
international
THE ART & SCIENCE OF OUTDOOR LIVING
8884 WHEELER DR., SUITE 207
SANTEE, SC 29687
www.outsideprod.com
204-380-1554

SCALE: 1/128" = 1'-0"



This plan and design are the property of Outside Productions, Inc. Plans shall not be copied or reproduced without permission of Outside Productions, Inc.

Estero SportsPark Master Plan

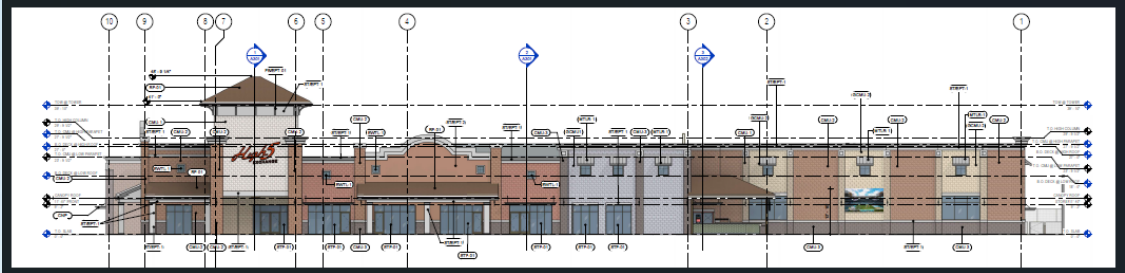


- ① 250'x500' MULTI USE FIELD
- ② STADIUM SEATING AREA
- ③ BOARDWALK
- ④ PAVILION
- ⑤ PAVILLION + EVENT LAWN
- ⑥ ±3.75 ACRE EVENT LAWN
- ⑦ SOFTBALL FIELD
- ⑧ BASEBALL FIELD
- ⑨ BASEBALL/SOFTBALL STANDS
- ⑩ STADIUM CONCESSIONS
- ⑪ SHOT PUT/POLE VAULT
- ⑫ FLEX LAWN
- ⑬ HOME STADIUM SEATING
- ⑭ POND
- ⑮ CULVERT
- ⑯ DRIVING RANGE
- ⑰ ENTRY SCULPTURE
- ⑱ MAINTENANCE BUILDING
- ⑲ ACCESS TO ESTERO COMMUNITY PARK
- ⑳ PARKING - FOOD TRUCK
- ㉑ PARKING - NORTH
- ㉒ PARKING - SOUTH
- ㉓ PARKING - ENTERTAINMENT CAMPUS
- ㉔ HIGH 5 ENTERTAINMENT
- ㉕ PICKLEBALL / TENNIS / BASKETBALL
- ㉖ FOOTBALL STADIUM
- ㉗ FUTURE DEVELOPMENT



MASTER PLAN CONCEPT
ESTERO SPORTS PARK MASTER PLAN
ESTERO, FLORIDA

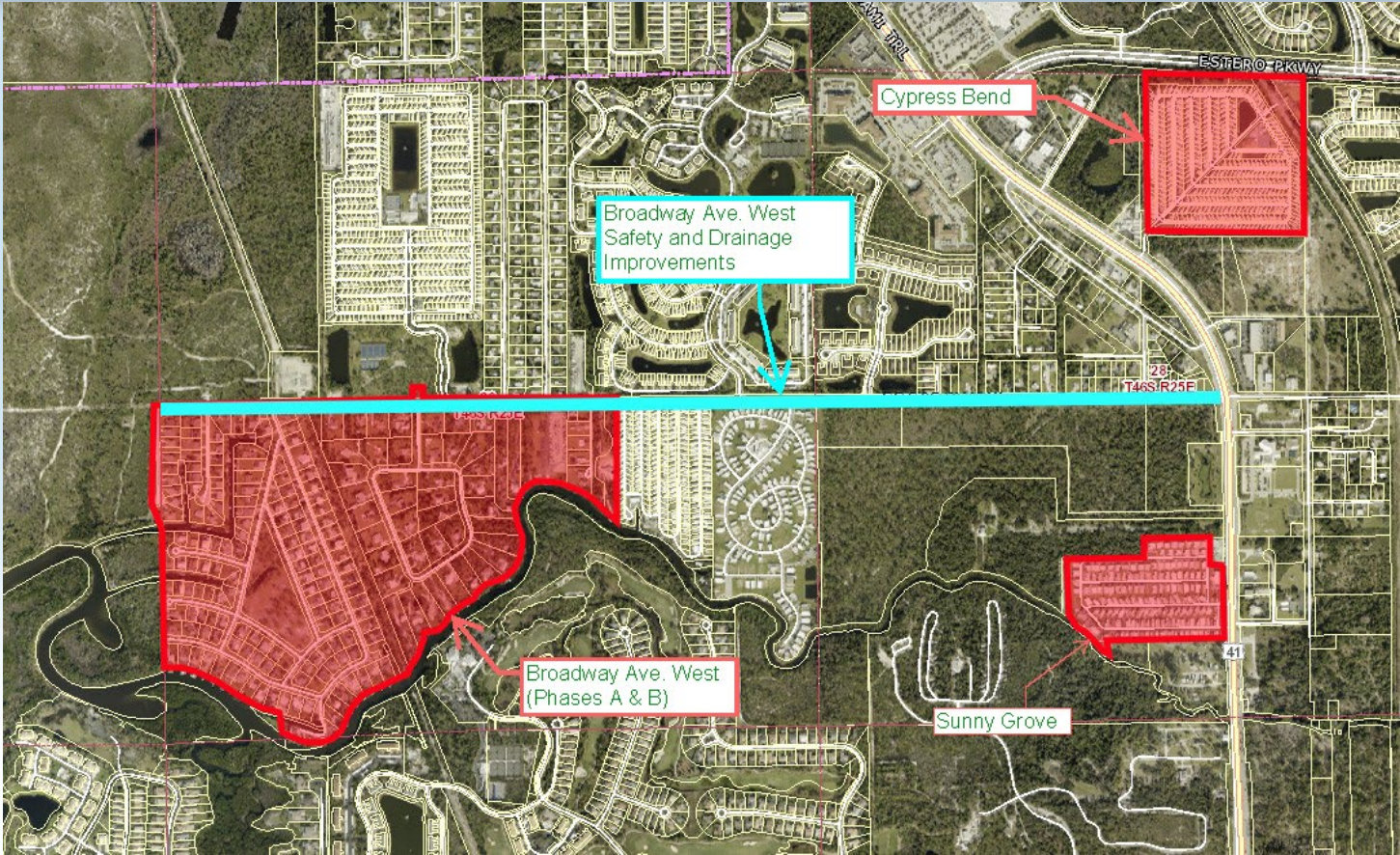
**North of Williams Road &
East of Via Coconut**



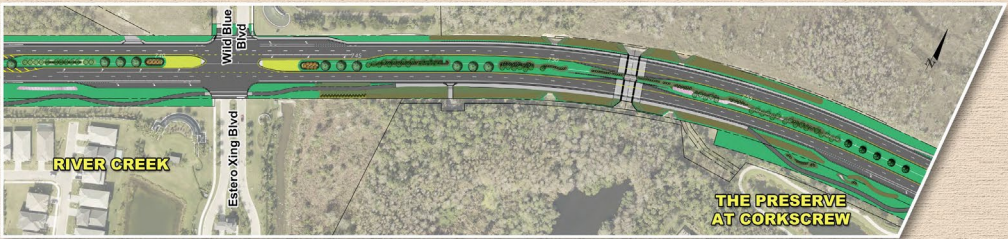
Estero High School Football Field



Utility Extension Projects



Corkscrew Road Corridor Improvements



Corkscrew Road Improvements

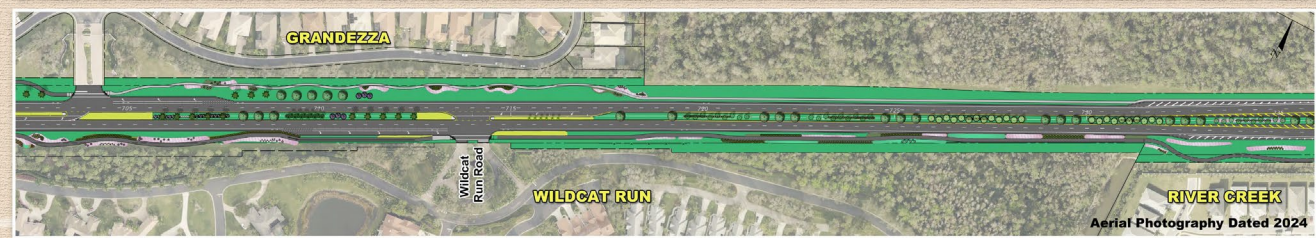
FROM BEN HILL GRIFFIN PARKWAY EAST TO BELLA TERRA



ROADWAY EXHIBIT
LEE COUNTY, FLORIDA
MARCH 5, 2025
PROJECT No.:



Corkscrew Road Corridor Improvements



Corkscrew Road Improvements

FROM BEN HILL GRIFFIN PARKWAY EAST TO BELLA TERRA



ROADWAY EXHIBIT
LEE COUNTY, FLORIDA
MARCH 5, 2025
PROJECT No.





Development Projects

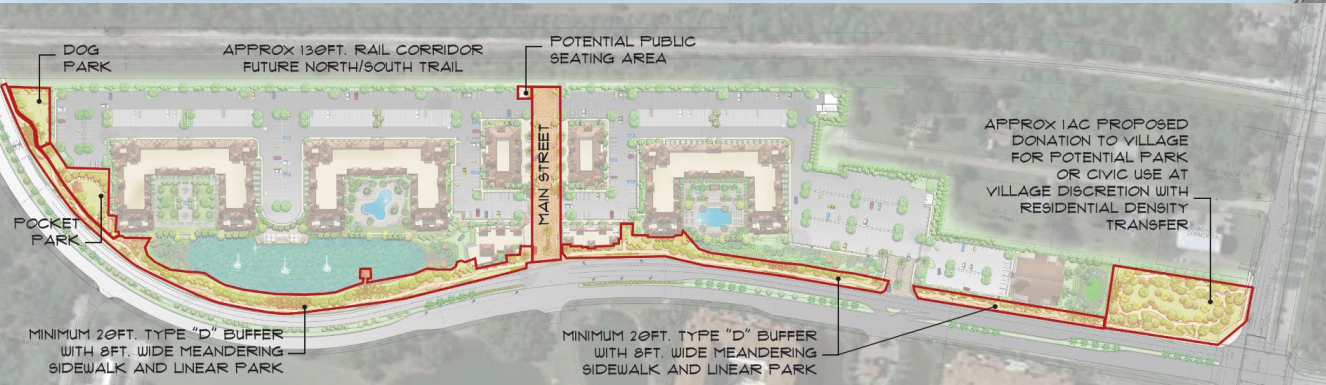
Under Construction or Recently Approved

- **Via Coconut**
- **Woodfield**
- **Downtown Estero**
- **West Bay**
- **MarketPlace**
- **Toll Brothers**
- **Aldi's**
- **Starbucks**
- **Brooks Town Center Apts.**
- **Goddard School**
- **Chick-fil-A**
- **High 5**

Via Coconut

± 20 Acres

**South of Corkscrew Road on Via Coconut
Across from Genova**



**330 units - "Super" Luxury Community
Main Street Commercial Area
Public Park Area – 1-acre**



Via Coconut New Name ~ LUMIO ESTERO



Village of ESTERO Woodfield 46-Acre Mixed-Use Development



US 41 & Coconut Road Across from Coconut Point Mall

Mini Mercato
Activities for all residents



- 42,000 sq. ft. of office, including medical office
- 62,000 sq. ft. of retail
- 20,000 sq. ft. of dining
- 3,000 sq. ft. of civic space
- 260-room hotel
- 596 residential units

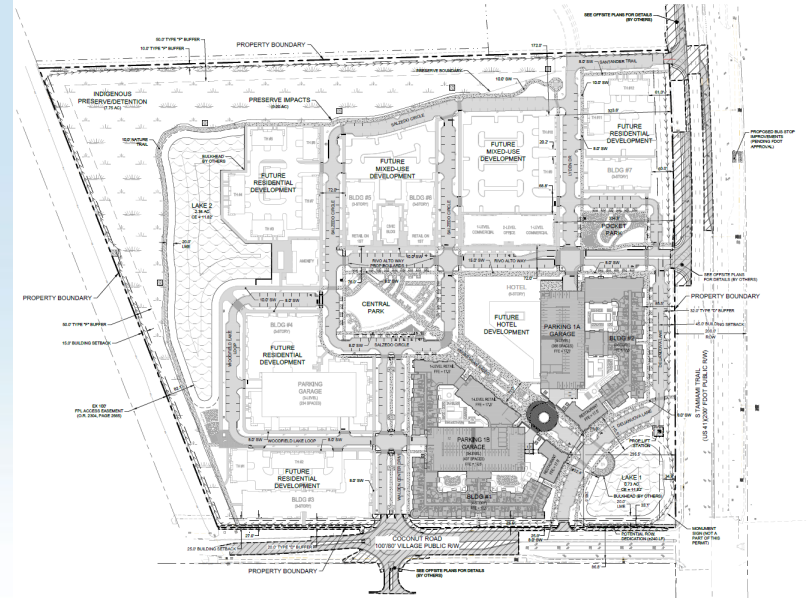


Phase 1 Under Construction



1st Phase includes 300 multi-family units (on East half of site), 2 parking garages, roads, utilities, landscape buffers, central green, neighborhood park, restaurants & roundabout on Coconut Road.

2nd Phase includes remaining residential (296 Units), commercial, hotel & park areas



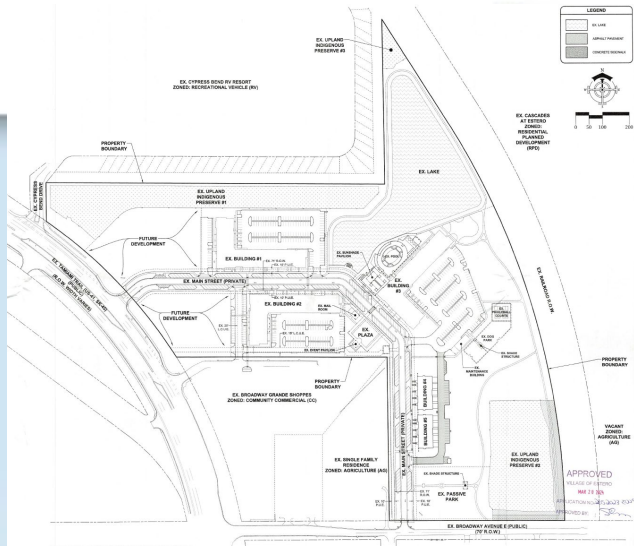
SITE PLAN

Downtown Estero

US 41 & Broadway



Infrastructure under construction



310 Units
Commercial Parcel on US 41



TOWNHOMES



WEST ELEVATION - BUILDING 1
SCALE: 1/16" = 1'-0"

West Bay Club



West of US 41 – End of Williams Road



Vertical Construction Now Underway



**23 Story High-Rise
88 Units**



US 41 by Rapallo

Part of Coconut Point Development



Miller's Ale House
McDonalds
Starbucks
&
Piccolo Buco
(Cooper's Hawk Subsidiary)



EXTERIOR DESIGN - CONCEPT V10



MAIN ENTRY ELEVATION: Scale 3/32" = 1'-0"

Miller's Ale House



NOW OPEN

Piccolo Buco

Located across parking lot from Miller's Ale House



OPENING SOON



Approved Amendment for color change to match business branding



McDonald's



NOW OPEN

Summercrest

TOLL Brothers

NE Corner of Corkscrew Road & Sandy Lane



Small public park at the corner



154 Townhomes



Aldi

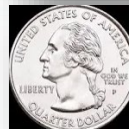
21,750 S. F. Grocery Store Development Order Approved



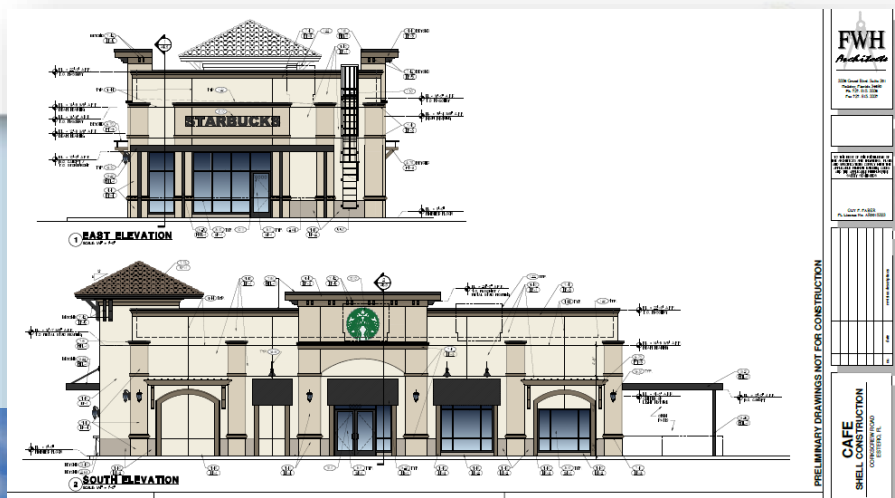
Corkscrew Road & Stoneybrook Golf Drive



Under Construction



Starbucks On Corkscrew Road west of Wawa in Lowe's Plaza



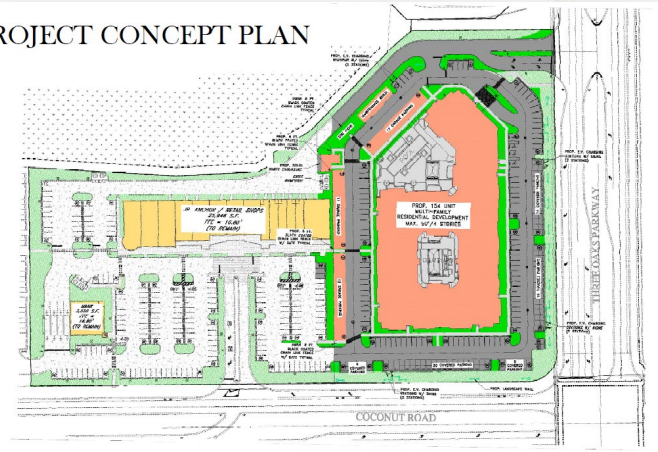
NOW OPEN

Brooks Town Center Apartments

NW Corner Coconut Road & Three Oaks Parkway



PROJECT CONCEPT PLAN



Formerly the Winn Dixie Site

154 Unit Multi-Family Building – Under Construction

Brooks Town Center Apartments



Photos taken January 2026



GODDARD SCHOOL

**2-STORY 14,190 SQ. FT.
EARLY DEVELOPMENT SCHOOL**



SE Corner of Quente Way & Three Oaks Parkway



NOW OPEN - January 2026



SOUTH COUNTY REGIONAL LIBRARY

Three Oaks Parkway

Recent Grand Opening



AFTER



BEFORE

Interior remodel included a
new arrival at pedestrian plaza



Chick-fil-A

NE Corner of Corkscrew Road & Ben Hill Griffin Parkway
Previously Perkins Restaurant



5,695 SF Restaurant on a 2-acre site with Dual Drive-Thru



**Development Order
approved December 2025**

New Developments

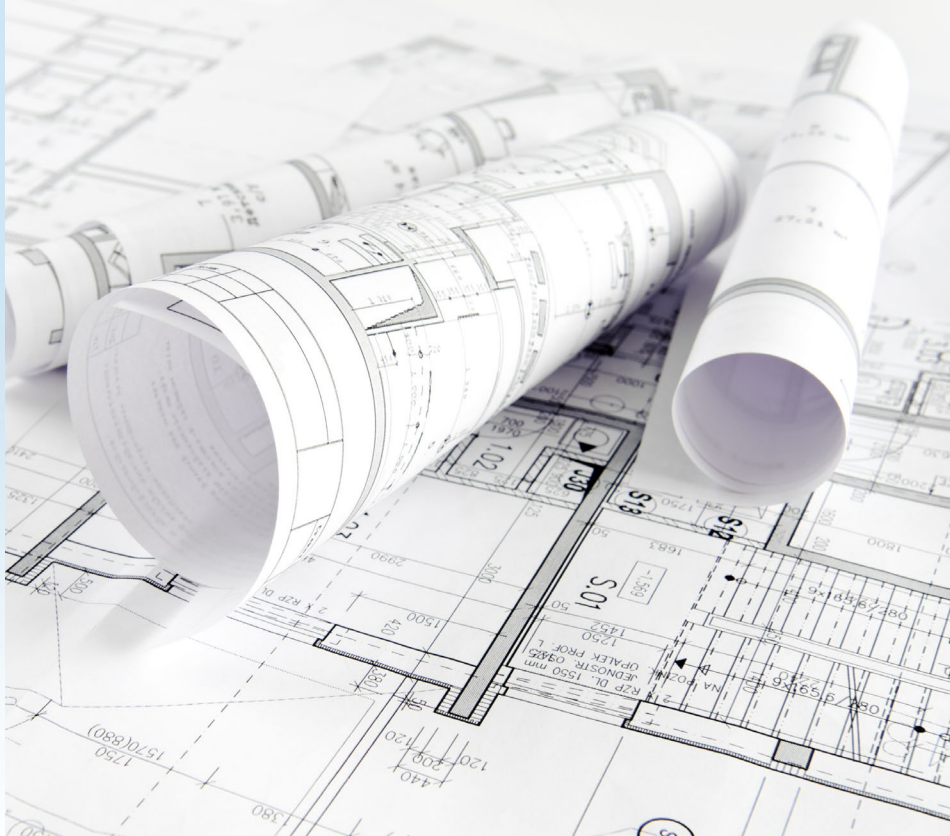


Must Meet Estero's High-Quality Standards

- **Architecture**
- **Landscaping**
- **Site Design**
- **Signage**



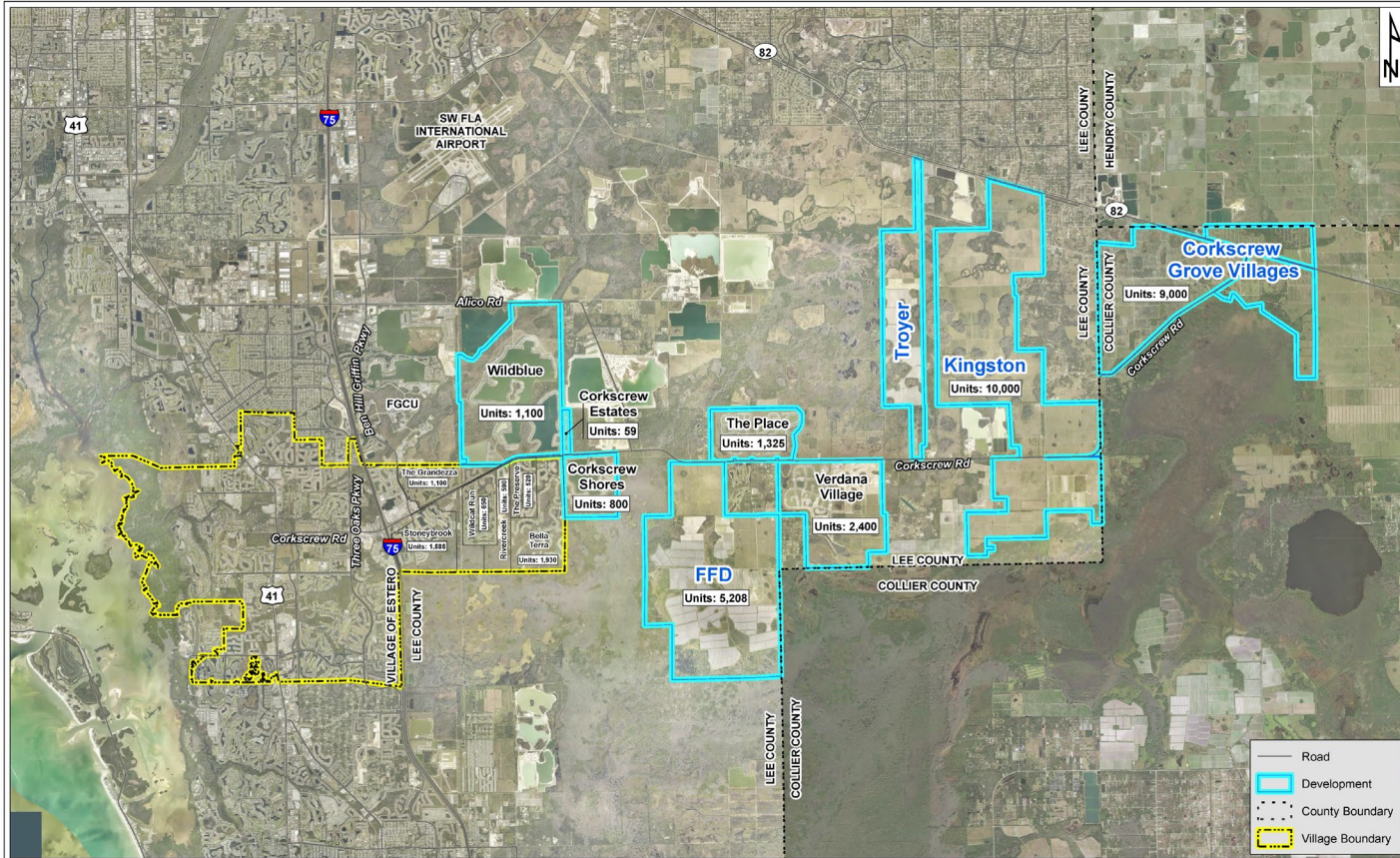
**Review by Planning Zoning & Design Review Board & Village Council
*Makes a Difference***



PROJECTS IN PROCESS

- **2,500 New Residential Units**
- **1 Hotel**
- **23-Story Luxury High-Rise**
- **300,000 S. F. Commercial Use**
- **Lifestyle Center**

Current and Future Developments East Corkscrew Road





Thank you

**BROOKS OF BONITA SPRINGS
&
BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS**

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**BROOKS OF BONITA SPRINGS
&
BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS**

5A

The Brooks CDD October 2025 Quality Control Lake Report

Lake #	Brooks Community	Treatment or Inspection Performed	Target	Treatment Date	Observations/ Add'l Tasks
L1	Front Entrance 1	inspected			
L2	Front Entrance 1	inspected			
L3	Spring Run 1	inspected			
L4	Spring Run 1	Treated	Grasses & Vines	10/29/2025	
L5	Spring Run 1	Treated	Grasses & Vines	10/29/2025	
L6	Spring Run 1	Treated	Grasses & Vines	10/29/2025	
L7	Spring Run 1	Treated	Grasses, Algae, Grasses & Vines	10/1/2025, 10/29/2025	
L8	Spring Run 1	Treated	Grasses, Algae, Grasses & Vines	10/1/2025, 10/29/2025	
L9	Spring Run 1	inspected			
L10	Spring Run 1	inspected			
L11	Spring Run 1	Treated	Grasses & Algae	10/1/2025	
L12	Spring Run 1	Treated	Grasses & Vines	10/29/2025	
L13	Spring Run 1	inspected			
L14	Spring Run 1	inspected			
L15	Spring Run 1	inspected			
L16	Spring Run 1	Treated	Grasses & Vines	10/29/2025	

L17	Spring Run 1	Treated	Grasses & Vines	10/29/2025	
L18	Spring Run 1	Treated	Grasses & Algae	10/1/2025	
L19	Spring Run 1	Treated	Grasses & Algae	10/1/2025	
L20	Spring Run 1	inspected			
L21	Spring Run 1	inspected			
L22	Spring Run 1	Treated	Grasses & Algae	10/1/2025	
L23	Spring Run 1	inspected			
L24	Spring Run 1	inspected			
L150	Spring Run 1	inspected			
L25	Shadow Wood 1	Treated	Alligatorweed, Vines, Torpedo grass & Shoreline weeds	10/7/2025, 10/14/2025	
L26	Shadow Wood 1	Treated	Alligatorweed, Vines & Grasses	10/7/2025, 10/21/2025	
L27	Shadow Wood 1	Treated	Alligatorweed, Vines, Torpedo grass, Shoreline weeds & Grasses	10/7/2025, 10/14/2025, 10/21/2025	
L28	Shadow Wood 1	Treated	Torpedo grass, Shoreline weeds, Grasses & Alligator weed	10/14/2025, 10/21/2025	
L28A	Shadow Wood 1	Treated	Grasses & Alligator Weed	10/21/2025	Erosion on homeowners side of pond



L29	Shadow Wood 1	Treated	Torpedo grass & Shoreline weeds	10/14/2025	
L30	Shadow Wood 1	Treated	Alligatorweed & Vines	10/7/2025	
L31	Shadow Wood 1	Treated	Alligatorweed & Vines	10/7/2025	
L32	Shadow Wood 1	Treated	Torpedo grass & Shoreline weeds	10/14/2025	
L33	Shadow Wood 1	inspected			
L34	Shadow Wood 1	Treated	Alligatorweed, Vines, Torpedo grass & Shoreline weeds	10/7/2025, 10/28/2025	
L35	Shadow Wood 1	Treated	Torpedo grass & Shoreline weeds	10/28/2025	
L36	Shadow Wood 1	Treated	Alligatorweed, Vines, Submersed weeds, Torepedo grass & Shoreline weeds	10/7/2025, 10/14/2025, 10/28/2025	
L37	Shadow Wood 1	Treated	Grasses & Alligator weeds	10/21/2025	Erosion on homeowners side of pond
L38	Shadow Wood 1	Treated	Grasses & Alligator weeds	10/21/2025	
L39	Shadow Wood 1	Treated	Grasses & Alligator weeds	10/21/2025	
L40	Shadow Wood 1	Treated	Alligatorweed, Vines, Torpedo grass, Shoreline weeds & Grasses	10/7/2025, 10/14/2025, 10/21/2025	
L41	Shadow Wood 1	Treated	Alligatorweed, Vines, Torpedo grass, Shoreline weeds & Grasses	10/7/2025, 10/14/2025, 10/21/2025	



L42	Shadow Wood 1	Treated	Alligatorweed, Vines, Submersed weeds, Torepedo grass & Shoreline weeds	10/7/2025, 10/14/2025, 10/28/2025	
L43	Shadow Wood 1	Treated	Alligatorweed, Vines, Submersed weeds, Torepedo grass & Shoreline weeds	10/7/2025, 10/14/2025, 10/28/2025	
L44	Shadow Wood 1	Treated	Torpedo grass & Shoreline weeds	10/14/2025	
L45	Shadow Wood 1	inspected			
L46	Shadow Wood 1	inspected			
L47	Shadow Wood 1	inspected			
L48	Shadow Wood 1	Treated	Grasses & Alligator Weed	10/21/2025	
L49	Shadow Wood 1	Treated	Alligatorweed, Vines, Torpedo grass & Shoreline weeds	10/7/2025, 10/28/2025	
L50	Shadow Wood 1	Treated	Torpedo grass & Shoreline weeds	10/14/2025, 10/28/2025	
L51	Shadow Wood 1	inspected			
L52	Shadow Wood 1	Treated	Torpedo grass & Shoreline weeds	10/14/2025, 10/28/2025	
L53	Shadow Wood 1	Treated	Torpedo grass & Shoreline weeds	10/14/2025	

L54	Shadow Wood 1	inspected			
L55	Shadow Wood 1	inspected			
L56	Shadow Wood 1	Treated	Algae	09/30/2025	
L57	Shadow Wood 1	Treated	Torpedo grass & Shoreline weeds	10/14/2025, 10/28/2025	
L58	Shadow Wood 1	Treated	Torpedo grass & Shoreline weeds	10/14/2025, 10/28/2025	
L59	Shadow Wood 1	Treated	Torpedo grass & Shoreline weeds	10/14/2025	
L60	Lighthouse Bay 1	inspected			
L61	Lighthouse Bay 1	Treated	Grasses, Algae & Vines	10/1/2025, 10/21/2025	
L62	Lighthouse Bay 1	Treated	Vines	10/21/2025	
L63	Lighthouse Bay 1	Treated	Grasses, Algae & Vines	10/1/2025, 10/21/2025	
L64	Lighthouse Bay 1	Treated	Grasses, Algae & Vines	10/1/2025, 10/21/2025	
L65	Lighthouse Bay 1	Treated	Grasses, Algae & Vines	10/1/2025, 10/21/2025	
L66	Lighthouse Bay 1	Treated	Grasses, Algae & Vines	10/1/2025, 10/21/2025	
L67	Lighthouse Bay 1	Treated	Grasses, Algae & Vines	10/1/2025, 10/21/2025	
L68	Lighthouse Bay 1	Treated	Vines	10/21/2025	
L69	Lighthouse Bay 1	Treated	Vines	10/21/2025	

L70	Lighthouse Bay 1	Treated	Vines	10/21/2025	
L71	Lighthouse Bay 1	Treated	Vines	10/21/2025	
L72	Lighthouse Bay 1	inspected			
L73	Lighthouse Bay 1	inspected			
L74	Shadow Wood 2	Treated	Grasses & Shoreline weeds	10/14/2025	
L75	Shadow Wood 2	Treated	Algae & Shoreline weeds	10/7/2025, 10/14/2025, 10/21/2025	
L76	Shadow Wood 2	Treated	Algae	10/14/2025	
L77	Shadow Wood 2	Treated	Grasses & Shoreline weeds	10/14/2025	
L78	Shadow Wood 2	Treated	Grasses & Shoreline weeds	10/14/2025	
L79	Shadow Wood 2	Treated	Algae, Grasses & Shoreline weeds	10/7/2025, 10/14/2025	
L80	Shadow Wood 2	Treated	Grasses & Alligator weeds	10/21/2025	
L81	Shadow Wood 2	Treated	Algae, Grasses & Shoreline weeds	10/7/2025, 10/14/2025, 10/21/2025	
L82	Shadow Wood 2	Treated	Grasses & Shoreline weeds	10/28/2025	
L83	Shadow Wood 2	Treated	Algae, Grasses & Shoreline weeds	10/7/2025, 10/14/2025	
L84	Shadow Wood 2	Treated	Grasses & Shoreline weeds	10/14/2025	
L85	Shadow Wood 2	Treated	Grasses & Shoreline weeds	10/28/2025	
L86	Shadow Wood 2	inspected			

L87	Shadow Wood 2	Treated	Algae, Grasses & Shoreline weeds	10/7/2025, 10/14/2025, 10/28/2025	
L88	Shadow Wood 2	Treated	Algae	10/7/2025, 10/21/2025	
L89	Shadow Wood 2	Treated	Algae, Grasses & Shoreline weeds	10/7/2025, 10/14/2025, 10/28/2025	
L90	Shadow Wood 2	Treated	Algae, Grasses & Shoreline weeds	10/7/2025, 10/14/2025	
L91	Shadow Wood 2	Treated	Algae, Grasses & Shoreline weeds	10/14/2025, 10/28/2025	
L92	Shadow Wood 2	Treated	Algae	10/21/2025	
L93	Shadow Wood 2	Treated	Grasses	10/21/2025	
L94	Shadow Wood 2	Treated	Algae & Grasses	10/21/2025	
L95	Shadow Wood 2	Treated	Grasses	10/21/2025	
L96	Shadow Wood 2	Treated	Grasses & Shoreline weeds	10/28/2025	
L97	Shadow Wood 2	Treated	Algae, Grasses & Shoreline weeds	10/7/2025, 10/28/2025	
L98	Shadow Wood 2	Treated	Algae & Grasses	10/7/2025, 10/21/2025	
L99	Shadow Wood 2	Treated	Algae	10/7/2025, 10/14/2025, 10/21/2025	
L100	Shadow Wood 2	Treated	Algae, Grasses & Shoreline weeds	10/21/2025, 10/28/2025	
L101	Shadow Wood 2	Treated	Algae	10/7/2025, 10/21/2025	
L102	Shadow Wood 2	Treated	Algae	10/7/2025	
L103	Shadow Wood 2	inspected			
L104	Shadow Wood 2	Treated	Algae	10/7/2025, 10/21/2025	
L105/108	Shadow Wood 2	Treated	Algae	10/7/2025, 10/21/2025	



L106	Shadow Wood 2	inspected			
L107	Shadow Wood 2	Treated	Algae	10/21/2025	
L109	Shadow Wood 2	Treated	Algae	9/30/2025, 10/7/2025, 10/21/2025	
L110	Shadow Wood 2	Treated	Algae	10/21/2025	
L111	Shadow Wood 2	Treated	Grasses & Algae	10/14/2025	
L112	Shadow Wood 2	inspected			
L113	Shadow Wood 2	Treated	Grasses, Shoreline weeds & Algae	10/7/2025, 10/21/2025	
L114	Shadow Wood 2	inspected			
L115	Shadow Wood 2	Treated	Algae, Shoreline weeds, Grasses & Alligator weed	9/30/2025, 10/7/2025, 10/21/2025	
L116	Shadow Wood 2	Treated	Grasses, Algae, and Shoreline weeds	9/30/2025	
L117	Shadow Wood 2	inspected			
L118	Shadow Wood 2	Treated	Grasses & Algae	10/7/2025, 10/14/2025, 10/21/2025	
L119	Shadow Wood 2	Treated	Algae	10/7/2025, 10/14/2025, 10/21/2025	
L120	Shadow Wood 2	Treated	Algae, Grasses & Shoreline weeds	10/7/2025, 10/14/2025, 10/21/2025	
L121	Shadow Wood 2	Treated	Grasses & Shoreline weeds	10/28/2025	
L147	Shadow Wood 2	Treated	Algae	10/14/2025, 10/21/2025	
L148	Shadow Wood 2	Treated	Algae	10/14/2025	
L122	Copperleaf 2	Treated	Grasses & Shoreline weeds	10/01/2025, 10/7/2025, 10/21/2025, 10/28/2025	

L123	Copperleaf 2	Treated	Shoreline weeds, Algae & Grasses	10/7/2025, 10/21/2025, 10/28/2025	
L124	Copperleaf 2	Treated	Shoreline weeds & Grasses	10/7/2025, 10/21/2025, 10/28/2025	
L125	Copperleaf 2	Treated	Shoreline weeds & Grasses	10/01/2025, 10/7/2025, 10/21/2025, 10/28/2025	Minor Erosion on homeowners side of pond
L126	Copperleaf 2	Treated	Shoreline weeds, Algae, Submersed vegetation & Grasses	10/7/2025, 10/21/2025, 10/28/2025	
L127	Copperleaf 2	Treated	Shoreline weeds	10/7/2025, 10/21/2025	
L128	Copperleaf 2	Treated	Shoreline weeds	10/7/2025, 10/21/2025	
L129	Copperleaf 2	Treated	Shoreline weeds & Grasses	10/7/2025, 10/21/2025, 10/28/2025	
L130	Copperleaf 2	Treated	Shoreline weeds	10/21/2025	
L131	Copperleaf 2	Treated	Shoreline weeds, Algae & Grasses	10/01/2025, 10/14/2025, 10/28/2025	
L132	Copperleaf 2	Treated	Shoreline weeds & Grasses	10/7/2025, 10/21/2025, 10/28/2025	
L133	Copperleaf 2	Treated	Shoreline weeds, Algae & Grasses	10/01/2025, 10/14/2025, 10/21/2025, 10/28/2025	Minor Erosion on homeowners side of pond
L134	Copperleaf 2	Treated	Shoreline weeds & Grasses	10/7/2025, 10/21/2025, 10/28/2025	
L135	Copperleaf 2	Treated	Shoreline weeds, Algae & Grasses	10/7/2025, 10/21/2025, 10/28/2025	



L136	Copperleaf 2	Treated	Shoreline weeds & Grasses	10/01/2025, 10/14/2025, 10/28/2025	
L137	Copperleaf 2	Treated	Shoreline weeds & Grasses	10/01/2025, 10/14/2025, 10/28/2025	
L138	Copperleaf 2	Treated	Shoreline weeds, Algae & Grasses	10/01/2025, 10/14/2025, 10/28/2025	
L139	Copperleaf 2	Treated	Shoreline weeds, Algae & Grasses	10/01/2025, 10/14/2025, 10/28/2025	Minor Erosion on homeowners side of pond
L140	Copperleaf 2	Treated	Shoreline weeds, Algae & Grasses	10/01/2025, 10/14/2025, 10/28/2025	
L141	Copperleaf 2	Treated	Shoreline weeds, Algae & Grasses	10/01/2025, 10/14/2025, 10/28/2025	
L142	Copperleaf 2	Treated	Shoreline weeds & Grasses	10/01/2025, 10/28/2025	
L146	Copperleaf 2	Treated	Shoreline weeds, Algae & Grasses	10/01/2025, 10/14/2025, 10/28/2025	Minor Erosion on homeowners side of pond
L143	Copperleaf 1	Treated	Shoreline weeds, Algae & Grasses	10/01/2025, 10/14/2025, 10/28/2025	Minor Erosion on homeowners side of pond
L144	Copperleaf 1	Treated	Shoreline weeds, Algae & Grasses	10/01/2025, 10/14/2025, 10/28/2025	
L145	Copperleaf 1	Treated	Shoreline weeds, Algae & Grasses	10/01/2025, 10/14/2025, 10/28/2025	
L149	Commons Club	inspected			

The Brooks I & II Community Development District Monthly Summary & Next Steps

Excessive growth that existed during periods of high water following heavy rains necessitated extra effort to get back on top of algae blooms, grass and alligatorweed growth. Our teams worked together to focus on more challenging areas, and for the most part, the lakes look significantly better than they had. It is interesting to note that much of the algae treatment was focused on lakes that bordered the Shadow Wood North golf course, where significant summertime regrassing efforts were performed. It is not the first time that we have seen golf course renovation efforts increasing nutrient levels and causing excessive algae growth. Those blooms have mostly been controlled at this point.

We did have to apply Sonar herbicide in lakes 36, 42, and 43 for Vallisneria. The fact that this was the first regrowth we have seen in a year, once again evidences the success of the treatments we performed last year. This years treatments seem to have been very effective as well. Our teams have begun to note erosion issues, and we have created a spreadsheet to document those notices. To this point, many of the issues pointed out have been relatively minor.

Our aeration team was able to get many aeration systems up and running, and performed quite a few rebuilds of compressors to maximize output. We did provide a quote to management staff which was approved to repair issues that were not maintenance issues. We anticipate having all systems up and running in November or the first week in December. Sometimes when new compressors are added to systems that were down, the increased air flow makes additional issues obvious and additional repairs may be needed. We will stay on top of those needs and work diligently to get all systems operating as well as can be.

I believe that littoral areas have grown to expand in many lakes where a reasonable amount of plants remained. I do still see many shorelines that need additional plantings if we are going to restore the lakes to look the way they once did.

I feel that the lakes are once again in very good shape and lowering water levels will allow us to further control the torpedo grass root mass so that we will have continued diminishing grass issues. We are on a good path

Bill Kurth

**BROOKS OF BONITA SPRINGS
&
BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS**

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The Brooks CDD November 2025 Quality Control Lake Report

Lake #	Brooks Community	Treatment or Inspection Performed	Target	Treatment Date	Observations/ Add'l Tasks
L1	Front Entrance 1	Inspected			
L2	Front Entrance 1	Inspected			
L3	Spring Run 1	Treated	Grasses	11/18/2025	
L4	Spring Run 1	Treated	Grasses	11/18/2025	
L5	Spring Run 1	Inspected			
L6	Spring Run 1	Treated	Grasses	11/18/2025	
L7	Spring Run 1	Treated	Vines	11/25/2025	
L8	Spring Run 1	Treated	Grasses	11/18/2025	
L9	Spring Run 1	Treated	Vines	11/25/2025	
L10	Spring Run 1	Inspected			
L11	Spring Run 1	Treated	Grassses & Vines	11/11/2025, 11/25/2025	
L12	Spring Run 1	Treated	Vines	11/25/2025	
L13	Spring Run 1	Inspected			
L14	Spring Run 1	Treated	Grassses	11/11/2025	
L15	Spring Run 1	Treated	Grassses & Vines	11/11/2025, 11/25/2025	
L16	Spring Run 1	Treated	Grasses	11/5/2025	

L17	Spring Run 1	Treated	Grasses	11/5/2025	
L18	Spring Run 1	Treated	Grasses & Vines	11/5/2025, 11/25/2025	
L19	Spring Run 1	Treated	Grasses & Vines	11/5/2025, 11/25/2025	
L20	Spring Run 1	Treated	Grasses & Vines	11/5/2025, 11/11/2025, 11/18/2025, 11/25/2025	
L21	Spring Run 1	Treated	Grasses	11/5/2025, 11/11/2025, 11/18/2025	
L22	Spring Run 1	Treated	Grasses	11/18/2025	
L23	Spring Run 1	Treated	Grasses	11/18/2025	
L24	Spring Run 1	Treated	Grasses	11/5/2025, 11/11/2025, 11/18/2025	
L150	Spring Run 1	Treated	Grasses	11/5/2025	
L25	Shadow Wood 1	Inspected			
L26	Shadow Wood 1	Treated	Torpedo grass, Shoreline weeds & Vines	11/04/2025, 11/18/2025	
L27	Shadow Wood 1	Treated	Torpedo grass & Shoreline weeds	11/18/2025	
L28	Shadow Wood 1	Treated	Torpedo grass, Shoreline weeds & Vines	11/04/2025, 11/18/2025	
L28A	Shadow Wood 1	Treated	Torpedo grass, Shoreline weeds & Vines	11/04/2025	
L29	Shadow Wood 1	Inspected			
L30	Shadow Wood 1	Treated	Torpedo grass, Shoreline weeds & Vines	11/04/2025	



L31	Shadow Wood 1	Inspected			
L32	Shadow Wood 1	Treated	Torpedo grass & Shoreline weeds	11/18/2025	
L33	Shadow Wood 1	Treated	Torpedo grass & Shoreline weeds	11/18/2025	
L34	Shadow Wood 1	Treated	Torpedo grass & Shoreline weeds	11/18/2025	
L35	Shadow Wood 1	Treated	Torpedo grass, Shoreline weeds & Vines	11/04/2025	
L36	Shadow Wood 1	Treated	Torpedo grass, Shoreline weeds & Vines	11/04/2025	
L37	Shadow Wood 1	Treated	Torpedo grass & Shoreline weeds	11/18/2025	
L38	Shadow Wood 1	Inspected			
L39	Shadow Wood 1	Inspected			
L40	Shadow Wood 1	Treated	Torpedo grass & Shoreline weeds	11/18/2025	
L41	Shadow Wood 1	Treated	Torpedo grass & Shoreline weeds	11/18/2025	
L42	Shadow Wood 1	Treated	Torpedo grass, Shoreline weeds & Vines	11/04/2025	
L43	Shadow Wood 1	Treated	Torpedo grass, Shoreline weeds & Vines	11/04/2025	
L44	Shadow Wood 1	Inspected			



L45	Shadow Wood 1	Inspected			
L46	Shadow Wood 1	Inspected			
L47	Shadow Wood 1	Treated	Torpedo grass, Shoreline weeds & Vines	11/04/2025	
L48	Shadow Wood 1	Inspected			
L49	Shadow Wood 1	Treated	Torpedo grass, Shoreline weeds & Vines	11/04/2025	
L50	Shadow Wood 1	Treated	Torpedo grass, Shoreline weeds & Vines	11/04/2025	
L51	Shadow Wood 1	Inspected			
L52	Shadow Wood 1	Treated	Torpedo grass, Shoreline weeds & Vines	11/04/2025	
L53	Shadow Wood 1	Inspected			
L54	Shadow Wood 1	Inspected			
L55	Shadow Wood 1	Inspected			
L56	Shadow Wood 1	Inspected			
L57	Shadow Wood 1	Treated	Torpedo grass, Shoreline weeds & Vines	11/04/2025	



L58	Shadow Wood 1	Treated	Torpedo grass, Shoreline weeds & Vines	11/04/2025	
L59	Shadow Wood 1	Inspected			
L60	Lighthouse Bay 1	Inspected			
L61	Lighthouse Bay 1	Treated	Grassses	11/11/2025	
L62	Lighthouse Bay 1	Treated	Grassses	11/11/2025	
L63	Lighthouse Bay 1	Treated	Grassses	11/11/2025	
L64	Lighthouse Bay 1	Inspected			
L65	Lighthouse Bay 1	Inspected			
L66	Lighthouse Bay 1	Inspected			
L67	Lighthouse Bay 1	Inspected			
L68	Lighthouse Bay 1	Inspected			
L69	Lighthouse Bay 1	Treated	Grassses	11/11/2025	
L70	Lighthouse Bay 1	Treated	Grassses	11/11/2025	
L71	Lighthouse Bay 1	Treated	Grassses	11/11/2025	
L72	Lighthouse Bay 1	Inspected			



L73	Lighthouse Bay 1	Inspected			
L74	ShadowWood 2	Treated	Grassses	11/18/2025	
L75	Shadow Wood 2	Treated	Grassses	11/18/2025	
L76	Shadow Wood 2	Treated	Grassses	11/18/2025	
L77	Shadow Wood 2	Treated	Grassses	11/18/2025	
L78	Shadow Wood 2	Treated	Grassses	11/18/2025	
L79	Shadow Wood 2	Treated	Grassses	11/18/2025	
L80	Shadow Wood 2	Inspected			
L81	Shadow Wood 2	Treated	Grassses	11/18/2025	
L82	Shadow Wood 2	Inspected			
L83	Shadow Wood 2	Treated	Grassses	11/18/2025	
L84	Shadow Wood 2	Treated	Grassses	11/18/2025	
L85	Shadow Wood 2	Inspected			
L86	Shadow Wood 2	Inspected			
L87	Shadow Wood 2	Inspected			
L88	Shadow Wood 2	Treated	Grasses	11/25/2025	
L89	Shadow Wood 2	Treated	Grasses & Algae	11/25/2025	
L90	Shadow Wood 2	Treated	Grasses	11/25/2025	
L91	Shadow Wood 2	Treated	Grasses	11/25/2025	
L92	Shadow Wood 2	Treated	Grasses	11/25/2025	



L93	Shadow Wood 2	Treated	Grasses	11/25/2025	
L94	Shadow Wood 2	Treated	Grasses	11/25/2025	
L95	Shadow Wood 2	Treated	Grasses	11/25/2025	
L96	Shadow Wood 2	Treated	Grasses	11/25/2025	
L97	Shadow Wood 2	Treated	Grasses	11/25/2025	
L98	Shadow Wood 2	Treated	Grasses	11/25/2025	
L99	Shadow Wood 2	Treated	Grassses & Algae	11/11/2025, 11/25/2025	
L100	Shadow Wood 2	Treated	Grassses	11/11/2025	
L101	Shadow Wood 2	Treated	Grassses	11/11/2025	
L102	Shadow Wood 2	Treated	Grassses	11/11/2025	
L103	Shadow Wood 2	Inspected			
L104	Shadow Wood 2	Inspected			
L105/108	Shadow Wood 2	Treated	Algae & Grasses	11/11/2025	
L106	Shadow Wood 2	Inspected			
L107	Shadow Wood 2	Inspected			
L109	Shadow Wood 2	Treated	Algae & Grasses	11/11/2025, 11/18/2025	
L110	Shadow Wood 2	Inspected			
L111	Shadow Wood 2	Treated	Grassses	11/11/2025	
L112	Shadow Wood 2	Inspected			
L113	Shadow Wood 2	Treated	Grassses	11/18/2025	



L114	Shadow Wood 2	Treated	Grassses	11/18/2025	
L115	Shadow Wood 2	Treated	Grassses	11/18/2025	
L116	Shadow Wood 2	Treated	Grassses	11/18/2025	
L117	Shadow Wood 2	Treated	Grassses	11/18/2025	
L118	Shadow Wood 2	Treated	Grassses	11/11/2025	
L119	Shadow Wood 2	Treated	Grassses	11/18/2025	
L120	Shadow Wood 2	Treated	Grassses	11/18/2025	
L121	Shadow Wood 2	Inspected			
L147	Shadow Wood 2	Treated	Algae	11/25/2025	
L148	Shadow Wood 2	Treated	Grassses	11/11/2025	
L122	Copperleaf 2	Treated	Shoreline weeds & Algae	11/04/2025, 11/11/2025, 11/17/2025	
L123	Copperleaf 2	Treated	Shoreline weeds	11/04/2025, 11/17/2025	
L124	Copperleaf 2	Treated	Shoreline weeds	11/04/2025, 11/17/2025	
L125	Copperleaf 2	Treated	Shoreline weeds	11/04/2025, 11/17/2025	
L126	Copperleaf 2	Treated	Shoreline weeds	11/04/2025, 11/17/2025	
L127	Copperleaf 2	Treated	Shoreline weeds	11/04/2025, 11/17/2025	
L128	Copperleaf 2	Treated	Shoreline weeds	11/04/2025, 11/17/2025	
L129	Copperleaf 2	Treated	Shoreline weeds & Algae	11/04/2025, 11/17/2025	



L130	Copperleaf 2	Treated	Shoreline weeds & Algae	11/04/2025, 11/17/2025	
L131	Copperleaf 2	Treated	Shoreline weeds	11/04/2025	
L132	Copperleaf 2	Treated	Shoreline weeds	11/04/2025, 11/17/2025	
L133	Copperleaf 2	Treated	Shoreline weeds	11/04/2025	
L134	Copperleaf 2	Treated	Shoreline weeds	11/04/2025, 11/17/2025	
L135	Copperleaf 2	Treated	Shoreline weeds	11/04/2025, 11/17/2025	
L136	Copperleaf 2	Inspected			
L137	Copperleaf 2	Inspected			
L138	Copperleaf 2	Treated	Algae	11/11/2025	
L139	Copperleaf 2	Inspected			
L140	Copperleaf 2	Treated	Algae	11/11/2025	
L141	Copperleaf 2	Treated	Algae	11/11/2025	
L142	Copperleaf 2	Treated	Algae	11/11/2025	
L146	Copperleaf 2	Inspected			
L143	Copperleaf 1	Treated	Algae	11/11/2025	
L144	Copperleaf 1	Inspected			
L145	Copperleaf 1	Inspected			



L149	Commons Club	Inspected			
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The Brooks I & II Community Development District Monthly Summary & Next Steps

There is nothing exciting to discuss this month, routine maintenance. Our submersed weed treatments in the last two months achieved very good control, and the additional visits performed caught us up on grass, alligatorweed, and vine control to the point where the lakes are in very good shape. Algae growth has been effectively treated, and regrowth has minimized now that rainfall has dropped off, limiting nutrient loading, and water levels have dropped. We are in very good shape going into winter, so routine maintenance should keep the lakes looking very good throughout the winter. Significant rebuild and repairs have been performed on aeration systems so that efficiently operating systems should help minimize algae growth.

Bill Kurth



**BROOKS OF BONITA SPRINGS
&
BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS**

5C

The Brooks CDD December 2025 Quality Control Lake Report

Lake #	Brooks Community	Treatment or Inspection Performed	Target	Treatment Date	Observations/ Add'l Tasks
L1	Front Entrance 1	Treated	Grasses	12/18/2025	
L2	Front Entrance 1	Treated	Grasses	12/9/2025	12/9 very windy
L3	Spring Run 1	Inspected			
L4	Spring Run 1	Treated	Grasses	12/23/2025	
L5	Spring Run 1	Treated	Grasses	12/23/2025	
L6	Spring Run 1	Treated	Grasses	12/23/2025	
L7	Spring Run 1	Treated	Grasses	12/23/2025	
L8	Spring Run 1	Treated	Grasses	12/23/2025	
L9	Spring Run 1	Treated	Grasses	12/23/2025	
L10	Spring Run 1	Inspected			
L11	Spring Run 1	Treated	Grasses	12/23/2025	
L12	Spring Run 1	Treated	Grasses & Vines	12/3/2025	12/3 very windy
L13	Spring Run 1	Treated	Grasses & Vines	12/3/2025	12/3 very windy
L14	Spring Run 1	Treated	Grasses & Vines	12/3/2025	12/3 very windy
L15	Spring Run 1	Treated	Grasses & Vines	12/3/2025	12/3 very windy
L16	Spring Run 1	Treated	Grasses	12/23/2025	

L17	Spring Run 1	Inspected			
L18	Spring Run 1	Treated	Grasses & Vines	12/3/2025, 12/18/2025	12/3 very windy
L19	Spring Run 1	Treated	Grasses & Vines	12/3/2025, 12/16/2025	12/3 very windy
L20	Spring Run 1	Treated	Grasses	12/18/2025	
L21	Spring Run 1	Treated	Grasses	12/18/2025	
L22	Spring Run 1	Inspected			
L23	Spring Run 1	Inspected			
L24	Spring Run 1	Treated	Grasses	12/18/2025	
L150	Spring Run 1	Treated	Grasses	12/18/2025	
L25	Shadow Wood 1	Inspected			
L26	Shadow Wood 1	Inspected			
L27	Shadow Wood 1	Inspected			
L28	Shadow Wood 1	Inspected			
L28A	Shadow Wood 1	Treated	Torpedo grass & Shoreline weeds	12/2/2025	12/2 very windy
L29	Shadow Wood 1	Inspected			
L30	Shadow Wood 1	Inspected			
L31	Shadow Wood 1	Inspected			

L32	Shadow Wood 1	Treated	Torpedo grass, Shoreline weeds & Grasses	12/2/2025, 2/16/2025	12/2 very windy
L33	Shadow Wood 1	Treated	Grasses & Shoreline weeds	12/16/2025	
L34	Shadow Wood 1	Treated	Grasses & Shoreline weeds	12/16/2025	
L35	Shadow Wood 1	Treated	Grasses & Shoreline weeds	12/16/2025	
L36	Shadow Wood 1	Treated	Grasses & Shoreline weeds	12/16/2025	
L37	Shadow Wood 1	Inspected			
L38	Shadow Wood 1	Treated	Torpedo grass & Shoreline weeds	12/2/2025	12/2 very windy
L39	Shadow Wood 1	Treated	Torpedo grass & Shoreline weeds	12/2/2025	12/2 very windy
L40	Shadow Wood 1	Treated	Grasses & Shoreline weeds	12/16/2025	
L41	Shadow Wood 1	Treated	Grasses & Shoreline weeds	12/16/2025	
L42	Shadow Wood 1	Inspected			
L43	Shadow Wood 1	Treated	Grasses & Shoreline weeds	12/16/2025	
L44	Shadow Wood 1	Inspected			
L45	Shadow Wood 1	Treated	Grasses & Shoreline weeds	12/16/2025	



L46	Shadow Wood 1	Inspected			
L47	Shadow Wood 1	Treated	Grasses & Shoreline weeds	12/16/2025	
L48	Shadow Wood 1	Inspected			
L49	Shadow Wood 1	Treated	Torpedo grass & Shoreline weeds	12/2/2025, 12/09/2025	12/2 & 12/9 very windy
L50	Shadow Wood 1	Treated	Torpedo grass & Shoreline weeds	12/2/2025, 12/09/2025	12/2 & 12/9 very windy
L51	Shadow Wood 1	Inspected			
L52	Shadow Wood 1	Inspected			
L53	Shadow Wood 1	Treated	Grasses & Shoreline weeds	12/9/2025	12/9 very windy
L54	Shadow Wood 1	Treated	Grasses & Shoreline weeds	12/9/2025	12/9 very windy
L55	Shadow Wood 1	Inspected			
L56	Shadow Wood 1	Treated	Grasses & Shoreline weeds	12/9/2025	12/9 very windy
L57	Shadow Wood 1	Treated	Grasses & Shoreline weeds	12/9/2025	12/9 very windy
L58	Shadow Wood 1	Inspected			
L59	Shadow Wood 1	Inspected			
L60	Lighthouse Bay 1	Inspected			

L61	Lighthouse Bay 1	Inspected			
L62	Lighthouse Bay 1	Treated	Grasses	12/9/2025	12/9 very windy
L63	Lighthouse Bay 1	Treated	Grasses	12/9/2025	12/9 very windy
L64	Lighthouse Bay 1	Treated	Grasses	12/9/2025	12/9 very windy
L65	Lighthouse Bay 1	Treated	Grasses	12/9/2025	12/9 very windy
L66	Lighthouse Bay 1	Treated	Grasses & Broadleaf weeds	12/03/2025	12/3 very windy
L67	Lighthouse Bay 1	Treated	Grasses & Broadleaf weeds	12/03/2025	12/3 very windy
L68	Lighthouse Bay 1	Treated	Grasses & Broadleaf weeds	12/03/2025	12/3 very windy
L69	Lighthouse Bay 1	Treated	Grasses & Broadleaf weeds	12/03/2025	12/3 very windy
L70	Lighthouse Bay 1	Treated	Grasses & Broadleaf weeds	12/03/2025	12/3 very windy
L71	Lighthouse Bay 1	Inspected			
L72	Lighthouse Bay 1	Inspected			
L73	Lighthouse Bay 1	Inspected			
L74	ShadowWood 2	Inspected			
L75	Shadow Wood 2	Inspected			

L76	Shadow Wood 2	Treated	Grasses	12/23/2025	
L77	Shadow Wood 2	Inspected			
L78	Shadow Wood 2	Inspected			
L79	Shadow Wood 2	Treated	Grasses	12/23/2025	
L80	Shadow Wood 2	Inspected			
L81	Shadow Wood 2	Inspected			
L82	Shadow Wood 2	Inspected			
L83	Shadow Wood 2	Inspected			
L84	Shadow Wood 2	Inspected			
L85	Shadow Wood 2	Treated	Grasses	12/2/2025	12/2 very windy
					<input type="text"/>
L86	Shadow Wood 2	Treated	Grasses	12/16/2025	
L87	Shadow Wood 2	Inspected			
L88	Shadow Wood 2	Treated	Grasses	12/2/2025	12/2 very windy
L89	Shadow Wood 2				
L90	Shadow Wood 2	Treated	Torpedo grass & Shoreline weeds	12/2/2025	12/2 very windy
L91	Shadow Wood 2	Inspected			
L92	Shadow Wood 2	Inspected			
L93	Shadow Wood 2	Inspected			
L94	Shadow Wood 2	Inspected			

L95	Shadow Wood 2	Inspected			
L96	Shadow Wood 2	Inspected			
L97	Shadow Wood 2	Inspected			
L98	Shadow Wood 2	Treated	Grasses & Shoreline weeds	12/9/2025	12/9 very windy
L99	Shadow Wood 2	Treated	Grasses	12/16/2025	
L100	Shadow Wood 2	Treated	Grasses	12/9/2025, 12/16/2025	12/9 very windy
L101	Shadow Wood 2	Treated	Grasses	12/16/2025	
L102	Shadow Wood 2	Treated	Grasses	12/16/2025	
L103	Shadow Wood 2	Treated	Grasses	12/23/2025	
L104	Shadow Wood 2	Treated	Grasses	12/9/2025, 12/23/2025	12/9 very windy
L105/108	Shadow Wood 2	Treated	Grasses	12/16/2025	
L106	Shadow Wood 2	Inspected			
L107	Shadow Wood 2	Inspected			
L109	Shadow Wood 2	Treated	Grasses	12/16/2025, 12/23/2025	
L110	Shadow Wood 2	Treated	Grasses	12/9/2025	12/9 very windy
L111	Shadow Wood 2	Treated	Grasses	12/2/2025	12/2 very windy
L112	Shadow Wood 2	Treated	Grasses	12/2/2025, 12/9/2025	12/2 & 12/9 very windy
L113	Shadow Wood 2	Treated	Grasses	12/16/2025	
L114	Shadow Wood 2	Treated	Grasses	12/2/2025	12/2 very windy
L115	Shadow Wood 2	Treated	Grasses & Shoreline weeds	12/9/2025	12/9 very windy

L116	Shadow Wood 2	Treated	Grasses	12/2/2025	12/2 very windy
L117	Shadow Wood 2	Treated	Grasses	12/9/2025	12/9 very windy
L118	Shadow Wood 2	Treated	Grasses	12/16/2025	
L119	Shadow Wood 2	Inspected			
L120	Shadow Wood 2	Inspected			
L121	Shadow Wood 2	Treated	Grasses	12/9/2025	12/9 very windy
L147	Shadow Wood 2	Treated	Grasses	12/16/2025	
L148	Shadow Wood 2	Treated	Grasses	12/2/2025	12/2 very windy
L122	Copperleaf 2	Treated	Shoreline weeds	12/2/2025, 12/16/2025	12/2 very windy
L123	Copperleaf 2	Treated	Shoreline weeds	12/2/2025, 12/16/2025	12/2 very windy
L124	Copperleaf 2	Treated	Shoreline weeds	12/2/2025, 12/16/2025	12/2 very windy
L125	Copperleaf 2	Treated	Shoreline weeds	12/2/2025, 12/16/2025	12/2 very windy
L126	Copperleaf 2	Treated	Shoreline weeds	12/2/2025, 12/16/2025	12/2 very windy
L127	Copperleaf 2	Treated	Shoreline weeds	12/2/2025, 12/16/2025	12/2 very windy
L128	Copperleaf 2	Treated	Shoreline weeds	12/2/2025, 12/16/2025	12/2 very windy
L129	Copperleaf 2	Treated	Shoreline weeds	12/2/2025, 12/16/2025	12/2 very windy
L130	Copperleaf 2	Treated	Shoreline weeds	12/2/2025, 12/16/2025	12/2 very windy
L131	Copperleaf 2	Treated	Shoreline weeds	12/9/2025	12/9 very windy

L132	Copperleaf 2	Treated	Shoreline weeds	12/2/2025, 12/16/2025	12/2 very windy
L133	Copperleaf 2	Treated	Shoreline weeds	12/2/2025, 12/16/2025	12/2 very windy
L134	Copperleaf 2	Treated	Shoreline weeds	12/2/2025, 12/16/2025	12/2 very windy
L135	Copperleaf 2	Treated	Shoreline weeds	12/2/2025, 12/16/2025	12/2 very windy
L136	Copperleaf 2	Treated	Shoreline weeds	12/9/2025	12/9 very windy
L137	Copperleaf 2	Treated	Shoreline weeds	12/9/2025	12/9 very windy
L138	Copperleaf 2	Treated	Shoreline weeds	12/9/2025	12/9 very windy
L139	Copperleaf 2	Treated	Shoreline weeds	12/9/2025	12/9 very windy
L140	Copperleaf 2	Treated	Shoreline weeds	12/9/2025	12/9 very windy
L141	Copperleaf 2	Treated	Shoreline weeds	12/2/2025, 12/16/2025	12/9 very windy
L142	Copperleaf 2	Treated	Shoreline weeds	12/2/2025, 12/16/2025	12/9 very windy
L146	Copperleaf 2	Treated	Shoreline weeds	12/2/2025, 12/16/2025	12/9 very windy
L143	Copperleaf 1	Treated	Shoreline weeds	12/2/2025, 12/16/2025	12/9 very windy
L144	Copperleaf 1	Treated	Shoreline weeds	12/2/2025, 12/16/2025	12/9 very windy
L145	Copperleaf 1	Treated	Shoreline weeds	12/2/2025, 12/16/2025	12/9 very windy
L149	Commons Club	Inspected			
Ditch on Three Oaks		Treated	Grasses & Shoreline weeds	12/9/2025	12/9 very windy

The Brooks I & II Community Development District Monthly Summary & Next Steps

All routine maintenance this past month. The end of rainy season and colder temperatures have minimized algae growth, there has been no need for submersed weed treatment as our prior treatments have been very effective. The growth of grasses and weeds continues, but every cycle there is less and less regrowth. The expected dry season will give us lots of opportunity to minimize the torpedograss issues even more so as long as we stay on top of our program, there should be high expectations for the lakes to be healthy and beautiful for the coming year.

Bill Kurth

**BROOKS OF BONITA SPRINGS
&
BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS**

6

**BROOKS OF BONITA SPRINGS
&
BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS**

6A

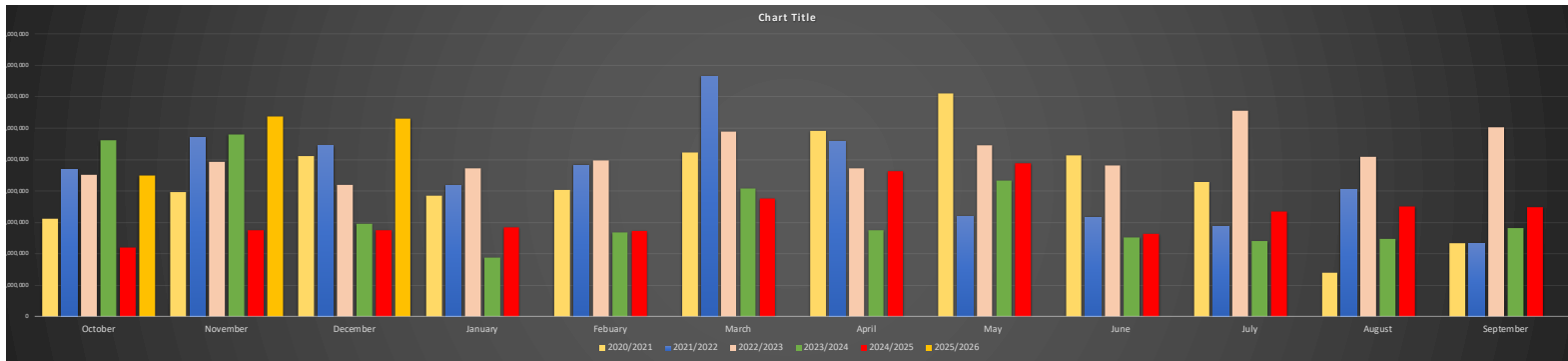
**BROOKS OF BONITA SPRINGS
&
BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS**

6B

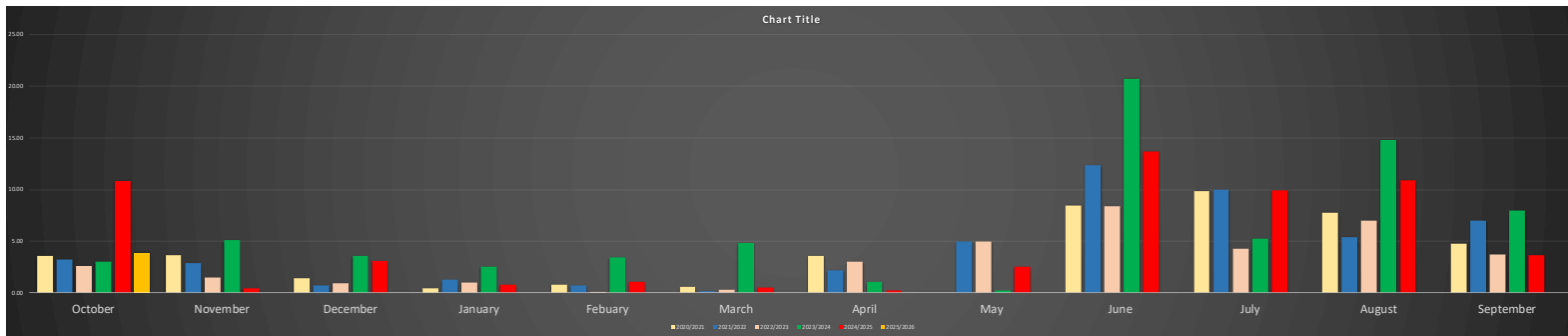
Brooks YOY Water Usage

Brooks	October	November	December	January	February	March	April	May	June	July	August	September	Average Monthly Use	YOY Usage
2020/2021	3,109,000	3,948,000	5,114,000	3,845,000	4,017,000	5,211,000	5,907,000	7,097,000	5,117,000	4,273,000	1,389,000	2,328,000	4,279,583	51,355,000
2021/2022	4,698,000	5,709,000	5,441,000	4,169,000	4,830,000	7,654,000	5,591,000	3,188,000	3,172,000	2,867,000	4,043,000	2,335,000	4,474,750	53,697,000
2022/2023	4,509,000	4,929,000	4,182,000	4,725,000	4,979,000	5,894,000	4,716,000	5,442,000	4,815,000	6,560,000	5,077,000	6,025,000	5,154,417	61,853,000
2023/2024	5,607,000	5,785,000	2,952,000	1,874,000	2,673,000	4,064,000	2,750,000	4,327,000	2,512,000	2,390,000	2,479,000	2,814,000	3,352,250	40,227,000
2024/2025	2,188,000	2,741,000	2,747,000	2,827,000	2,730,000	3,760,000	4,621,000	4,871,000	2,637,000	3,330,000	3,509,000	3,488,000	3,287,417	39,449,000
2025/2026	4,487,000	6,378,000	6,293,000										5,719,333	17,158,000
% YOY	105%	133%	129%	-100%	-100%	-100%	-100%	-100%	-100%	-100%	-100%	-100%	74%	-57%

2021/2022	\$3,014.68	\$3,837.88	\$2,373.76	\$3,438.04	\$9,204.02	\$14,908.50	\$10,741.24	\$5,887.18	\$5,854.86	\$5,308.37	\$7,614.28	\$4,590.17	\$6,397.75	\$76,772.96
2022/2023	\$8,555.60	\$9,404.00	\$7,895.06	\$8,991.92	\$10,293.98	\$12,297.83	\$9,762.12	\$11,373.78	\$9,967.05	\$13,702.20	\$10,509.39	\$12,584.72	\$10,444.80	\$125,337.65
2023/2024	\$11,718.63	\$12,090.65	\$6,169.68	\$3,916.66	\$5,586.57	\$8,493.76	\$5,747.50	\$9,043.43	\$5,250.08	\$4,995.10	\$5,181.11	\$5,881.26	\$7,006.20	\$84,074.43
2024/2025	\$4,572.92	\$5,728.69	\$5,741.23	\$5,908.43	\$5,705.70	\$7,858.40	\$9,657.89	\$10,180.39	\$5,511.33	\$6,959.70	\$7,333.81	\$7,289.92	\$27,482.80	\$82,448.41
2025/2026	\$9,377.83	\$13,330.02	\$13,152.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,953.41	\$35,860.22
	\$0.00209	\$0.00209	\$0.00209	\$0.00209	\$0.00209	\$0.00209	\$0.00209	\$0.00209	\$0.00209	\$0.00209	\$0.00209	\$0.00209	\$0.00209	\$0.00209



Brooks	October	November	December	January	February	March	April	May	June	July	August	September	Average Monthly	YOY Total
2020/2021	3.57	3.64	1.41	0.38	0.74	0.52	3.56	0.00	8.41	9.83	7.75	4.73	3.71	44.54
2021/2022	3.20	2.87	0.70	1.28	0.66	0.16	2.17	4.94	12.37	9.96	5.36	7.00	4.22	50.67
2022/2023	2.57	1.46	0.93	0.99	0.09	0.28	3.02	4.92	8.38	4.27	6.94	3.69	3.13	37.54
2023/2024	3.00	5.08	3.52	2.48	3.44	4.83	1.05	0.22	20.68	5.25	14.80	7.92	6.02	72.27
2024/2025	10.84	0.39	3.09	0.77	1.03	0.47	0.22	2.52	13.67	9.92	10.91	3.65	4.79	57.48
2025/2026	3.80												1.27	3.80
Inch Diff	-7.04	-0.39	-3.09	-0.77	-1.03	-0.47	-0.22	-2.52	-13.67	-9.92	-10.91	-3.65	-3.52	-53.68



**BROOKS OF BONITA SPRINGS
&
BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS**

7

Brendha Silva

From: Mark Zordan <maz@johnsoneng.com>
Sent: Friday, January 9, 2026 10:57 AM
To: Greg Urbancic; Meagan Magaldi
Cc: shane willis; Kevin RisCassi; Christian Mumme; Blake Blake; Chuck Adams; Cleo Adams
Subject: Brooks Irrigation Satellite Controllers_Declaration & Survey Schedule
Attachments: Brooks Clock 3 and 4 replacement; or.leeclerk.org.pdf; Irrigation Satellite Damage Pic_1-08-2025.jpg

Hi Greg/Meagan,

Survey Update: I have our surveyors scheduled to go to the site on Monday morning & stakeout toe ROW line & the Landscape Buffer Easement (see attached picture).

For your reference - After reviewing the attached "DECLARATION OF CONDOMINIUM OF BROOKS TOWN CENTER, A COMMERCIAL LAND CONDOMINIUM" at LeeClerk.org, we have found some pertinent information that is listed below with page numbers.

8.) Common Elements; Easements. Pg. 6

8.1) Definition. Pg. 6

8.2) Easements. Pg. 6

8.2.2) Landscape Buffer, Utility, Access, and Governmental Services Easement. Pg. 7

8.2.7) Maintenance. Pg. 8

16.) RECONSTRUCTION OR REPAIR AFTER CASUALTY. Pg. 24

16.1, 16.1.1, 16.1.2) Damage to the Common Elements. Pg. 24

Plan of BROOKS TOWN CENTER COMMERCIAL LAND CONDOMINIUM L.B.E. 1 Pg. 58

Please do not hesitate to contact me with any questions or concerns. Thank you.

Best regards, Mark

Mark A. Zordan, PMP
Project Manager
JOHNSON ENGINEERING, LLC.

An Apex Company

2122 Johnson Street | Fort Myers, FL 33901

Direct: (239) 461-2474 | Main: (239) 334-0046

Mobile: 239-484-4880

Mark.zordan@apexcos.com

www.johnsonengineering.com

From: shane willis <williss@whhassociates.com>

Sent: Friday, January 2, 2026 9:39 AM

To: Dave Garner <Dave.Garner@brookscdds.net>; Edward Franklin <edward.franklin@brookscdds.net>; Jim Merritt <james.merritt@brookscdds.net>; Rod Woolsey <rod.woolsey@brookscdds.net>; charles.orlando@brookscdds.net; Joe Bartoletti <joseph.bartoletti@brookscdds.net>; Kenneth Gould <kenneth.gould@brookscdds.net>; Lynn Bunting <Lynn.bunting@brookscdds.net>; Mary O'Connor <mary.oconnor@brookscdds.net>; Tom Bertucci <tom.bertucci@brookscdds.net>

Cc: Chuck Adams <adamsc@whhassociates.com>; Cleo Adams <crismond@whhassociates.com>; Mark Zordan <maz@johnsoneng.com>; gurbancic@cyklawfirm.com; blake@gulfscapeslandscape.com

Subject: [EXT] Brooks Irrigation FYI

CAUTION

Good Morning,

Hope you all had a great Holiday Season!

Attached is an email from Gulfscapes that I thought was important to share with you. At the location depicted below 2 irrigation satellites were removed last week without prior approval or notification to District Staff. I have made multiple attempts at contacting the construction company via phone and Blake actually spoke to a representative on site who was completely disrespectful and unprofessional (see attached email). To summarize their position, that location is their property and they can do what they want.

As I have received a couple of phone calls on this already I wanted to provide this email to both Boards as an FYI & to keep you all informed, Staff will be gathering the information below to present at your next meeting:

- JEI to provide their opinion on that corner, who owns it & is there an easement at this location etc.... If the Districts are required to move the satellites, where can we move them to in the immediate vicinity to limit costs (boring, running conduit etc..?)
- In the attached email is the replacement cost of the two satellites only, if we do have to relocate them Gulfscapes will provide additional proposals for those costs.
- Gulfscapes will hand water the Districts landscape until replacement is complete to ensure any potential loss is mitigated.
- All of this information will be presented to your District Managers once they return (currently out of the country) and I will have some preliminary discussions with Greg about the District's legal options related to this and any information requirements he may need.





BOARD MEMBERS TO ENSURE COMPLIANCE WITH THE SUNSHINE LAW, DO NOT USE REPLY ALL OR INCLUDE ANOTHER CDD BOARD MEMBER AS A RECIPIENT TO ANY REPLY.

Respectfully,
Shane Willis
Operations Manager
Wrathell , Hunt, & Associates LLC
9220 Bonita Beach Road
Suite #214
Bonita Springs, FL 34135
(239) 259-4299 ©

Brendha Silva

From: Blake Grimes <blake@gulfscapeslandscape.com>
Sent: Wednesday, December 31, 2025 1:59 PM
To: shane willis
Subject: Brooks Clock 3 and 4 replacement
Attachments: 5290 Brooks Clock 3&4 Replacement.pdf

Shane,

Below is a price to replace clocks 3 and 4 as discussed. They were removed and disposed by the people doing the construction on the new apartment complex. I went to see if they still had them we could fish out of the dumpster and reconnect and they told me to go F myself. The cost for any cable moving if we need to move locations of the timer are not included as well as the electrical that will need to be run. We need to determine a location that is our property if this area was not in an easement. This is a very urgent matter as these control all the irrigation from the entrance to the commons club on Coconut Rd through the light down to lighthouse bay as well as from the light going South down imperial. We will hand water what we can during this time.

Thank you,
Blake Grimes

Gulfscapes Landscaping

Gulfscapes Landscape Management Services

PO Box 366757
Bonita Springs, FL 34135
2399137179

Proposal

ADDRESS

Brooks of Bonita Springs
c/o Wrathell, Hart, Hunt & Associates,
LLC
9220 Bonita Beach Rd., #214
Bonita Springs, FL 34135

SHIP TO

Brooks of Bonita Springs
c/o Wrathell, Hart, Hunt &
Associates, LLC
9220 Bonita Beach Rd., #214
Bonita Springs, FL 34135

PROPOSAL # 5290

DATE 12/31/2025

DESCRIPTION	AMOUNT
Provide labor and material to complete the following. Price does not reflect relocation of irrigation cable nor electrical hookup:	
Clock 3:	
- Replace damaged Rainbird ESP-LXME irrigation controller. Install 3 - 12 station modules to allow for proper zoning of controller. Install one IQ cellular module. Test and program new controller.	7,032.00
- Install concrete base and pedestal for irrigation clock.	5,842.00
Clock 4	
- Replace damaged Rainbird ESP-LXME irrigation controller. Install 3 - 12 station modules to allow for proper zoning of controller. Install one IQ cellular module. Test and program new controller.	7,032.00
- Install concrete base and pedestal for irrigation clock.	5,842.00
----- SUBTOTAL 25,748.00	
TAX 0.00	
TOTAL \$25,748.00	

Accepted By

Accepted Date

This Instrument prepared
by and after recording return to:
Matthew L. Grabinski, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103

**DECLARATION OF CONDOMINIUM OF
BROOKS TOWN CENTER,
A COMMERCIAL LAND CONDOMINIUM**

This Declaration of Condominium of Brooks Town Center, a Commercial Land Condominium (this "Declaration") is made this 13th day of December, 2024 by **LONG BAY PARTNERS LLC**, a Florida limited liability company, as the fee simple titleholder of the Land (the "Declarant"), for itself and its successors, grantees and assigns, and joined by, **TOP-CR ASSOCIATES, L.L.C.**, a Florida limited liability company ("TOP") and First Horizon Bank, a Tennessee banking corporation and successor by merger to Iberiabank as leasehold mortgage lender ("Lender") for the purpose of consenting to the submittal of said Land to the Condominium (the "Joinder Party").

1. PLAN OF DEVELOPMENT. The Declarant intends to convert certain real property, hereinafter described, to the condominium form of ownership, and hereby makes the following declarations:

Brooks Town Center, a Commercial Land Condominium, shall be a Commercial Land Condominium initially containing three (3) Units, as set forth herein.

2. LAND OWNERSHIP. The Declarant intends to develop a commercial land Condominium to be known as Brooks Town Center, a Commercial Land Condominium (the "Condominium") on the real property situated in Lee County, Florida and being more particularly identified and described as follows (the "Land"):

SEE EXHIBIT "A", ATTACHED HERETO

3. SUBMISSION STATEMENT. Declarant hereby submits the Land, as described in Exhibit "A", and all easements, rights and appurtenances belonging thereto, to the condominium form of ownership and use in the manner provided by the Condominium Act, excluding therefrom, however, all fixtures, buildings and all improvements (including, without limitation, parking lot improvements, signage and buildings), any public or private utility installations, cable television lines, and other similar equipment that are owned by the entity furnishing such services to the Condominium. The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future Owners of Condominium Parcels. The acquisition of title to a Unit, or any other interest in the Condominium Property, or the lease, occupancy, or use of any portion of the Condominium Property shall constitute an acceptance and ratification of all provisions of this Declaration as it may be amended from time to time, and shall signify agreement to be bound by

its terms. Declarant acknowledges that TOP holds a leasehold interest in certain real property (the "Leased Property") pursuant to and as described in that memorandum of Lease recorded as Instrument #2007000117135, as further amended (the "Lease"). Declarant further acknowledges and agrees that (i) neither the terms or conditions of this Declaration, nor the recording thereof, is intended to terminate the Lease or any leasehold mortgage thereon; (ii) the Lease and leasehold mortgage will remain in full force and effect following recording of this Declaration; and (iii) following the creation of the "Units" pursuant to this Declaration, Tenant shall continue to maintain a leasehold interest in the Leased Property comprising the applicable Units, except as to Unit 1 of the Condominium Property which has been released from the Lease by the Third Amendment to Net Lease and Partial Termination Agreement and from the leasehold mortgage by Partial Release, both of which have been recorded contemporaneously herewith.

4. NAME. The name by which this Condominium shall be identified is BROOKS TOWN CENTER, a Commercial Land Condominium.

5. DEFINITIONS. The terms used in this Declaration and its exhibits shall have the meanings stated below and in Chapter 718, Florida Statutes (the "Condominium Act"), unless the context requires otherwise.

5.1 "Articles" or "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association, attached hereto as Exhibit "C", as amended from time to time.

5.2 "Assessment" shall mean and refer to regular, special and specific assessments, which from time to time are assessed against the Units, as further described in Section 11.

5.3 "Association" shall mean and refer to BROOKS TOWN CENTER CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, the entity responsible for the operation of this Condominium.

5.4 "Association Property" shall mean and refer to all property, real or personal, owned or leased by the Association for the use and benefit of the Unit Owners.

5.5 "Board of Directors" or "Board" shall mean and refer to the representative body which is responsible for the administration of the Association's affairs, and is the same body referred to in the Condominium Act as the "Board of Administration".

5.6 "Building" shall mean and refer to any building constructed within a Unit.

5.7 "Bylaws" means the Bylaws of the Association, attached hereto as Exhibit "D", as amended from time to time.

5.8 "CDD" means Brooks of Bonita Springs Community Development District.

5.10 "Common Elements" means all of the real property submitted to this Declaration that (a) is not within the Unit boundaries set forth in Section 6.2, below, or (b) consists of easement interests granted to the Association hereunder. The Common Elements are defined more particularly in Section 8, below and, due to the nature of this Condominium the Common Elements consist almost entirely of easement interests.

5.11 “Common Expenses” means all expenses properly incurred by the Association in its performance of its duties, as set forth more particularly herein.

5.12 “Common Surplus” means the amount of all receipts or revenues, including Assessments, rents or profits collected by the Association which exceeds Common Expenses.

5.13 “Condominium” shall mean and refer to the commercial land condominium created by this Declaration.

5.14 “Condominium Act” shall mean and refer to Florida Statutes Chapter 718, as the same may be amended from time to time.

5.15 “Condominium Documents” shall mean and include this Declaration and all recorded exhibits hereto, as amended from time to time.

5.16 “Condominium Parcel” means a Unit together with the undivided share in the Common Elements, which are appurtenant to the Unit.

5.17 “Condominium Property” means the land subjected to the condominium form of ownership by this Declaration, and all easements and rights appurtenant thereto, but excluding all vertical improvements located thereon.

5.18 “Declaration” shall mean and refer to this Declaration of Condominium of Brooks Town Center, a Commercial Land Condominium, as amended from time to time.

5.20 “District” means the South Florida Water Management District.

5.21 “Institutional Mortgagee” shall mean and refer to the mortgagee (or its assignee) of a mortgage against a Condominium Parcel, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust.

5.22 “Invitees” means, customers, clients, patients, delivery persons, employees and all others who have reasonable cause to enter the Condominium Property in connection with the business of any Unit Owner or lessee.

5.23 “Land” shall mean and refer to the real property described in Exhibit “A” attached hereto, and any other real property added to the Condominium pursuant to the provisions hereof.

5.24 “Lease” shall mean and refer to the grant by a Unit Owner of a leasehold interest in the Owner’s Unit for valuable consideration. As used herein, the term Lease shall include, without limitation, any ‘ground lease’.

5.25 “Limited Common Elements” shall mean and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of all other Units.

5.26 "Off-Site Drainage Easement" shall mean and refer to that certain Grant of Drainage Easement between the CDD and Declarant dated September 5, 2023 and recorded as Instrument #2023000296393.

5.27 "Owner" or "Unit Owner" shall mean and refer to the record holder of title to a Unit.

5.28 "Percentage Interest" shall mean and refer to each Unit Owner's undivided ownership interest in the Common Elements and Common Surplus, as set forth in Section 7.1, below.

5.29 "Recreational Facilities" shall mean and include swimming pools, "tot lots", playgrounds, shuffleboard courts, basketball courts, volleyball courts, racquetball courts, golf courses, social clubs, clubhouses, fitness centers, community centers, "all purpose" buildings and/or similar facilities that, are typically located (if at all) within residential neighborhoods for the purpose of providing amenities to the residents of such residential neighborhoods. However, for purposes of this Declaration and the general prohibition on the Association acquiring or otherwise incurring expenses to operate Recreational Facilities, bike lanes, paths and/or sidewalks included as part of the Declarant's master plan (or required under the applicable zoning or site development plan shall not be considered "Recreational Facilities".

5.30 "Rules and Regulations" shall mean and refer to the rules and regulations that may be promulgated by the Board of Directors, governing the use of the Common Elements and the operation of the Association.

"Shared Entrance" shall mean and refer to that portion of the Access Easement (as defined in Section 8, below) located within the boundaries of Unit 1.

5.31 "Surface Water Management System" means any real property together with improvements thereon, including work or features such as pipes, basins, drains, swales, ditches, canals, impoundments, berms, ponds, harbors, lakes, retention/detention areas, wetlands, mitigation areas, flow ways, culverts and pumps required or described in any permits issued by the District or any other applicable governmental agency for the management and storage of surface waters, drainage and flood protection for the Condominium. The Off-Site Drainage Easement is part of the Surface Water Management System.

5.32 "Unit" shall have the same meaning as the term "Unit" is defined in the Condominium Act, subject to the terms of this Declaration.

5.33 "Voting Interest" means the voting rights of the Association members for each Unit, which shall be equal to the Unit's Percentage Interest in the Common Elements and Common Surplus.

6. SURVEY AND PLANS; DESCRIPTION OF CONDOMINIUM: DESCRIPTION OF UNITS.

6.1 Survey and Plot Plan. Attached hereto as Exhibit "B", and incorporated by reference herein, are a survey of the Land, and a plot plan, which graphically describe the

location and dimensions of the Units, including their identification numbers, locations and approximate dimensions and the Common Elements and Limited Common Elements, as well as the location of certain easements reserved and created herein. The Land within the Condominium is described in Exhibit "A", attached hereto. Exhibit "B" contains a survey of the Land and a plot plan that depicts the location and dimensions of the Units and common elements as well as certain easements established herein. Together with this Declaration, the Exhibits are in sufficient detail to identify each Unit, the Common Elements, Limited Common Elements and their relative locations and dimensions. No Unit bears the same designation as any other Unit in the Condominium.

6.2 Unit Boundaries. The perimeter boundaries of each Unit are as depicted on Exhibit "B". There are no upper or lower boundaries for any Unit.

6.3 Unit Identification. Exhibit "B" to this Declaration sets forth the Units in the Condominium. Each Unit is designated by a one (1) digit identifying number, as shown on Exhibit "B". The aforesaid identifying number, shall legally identify the applicable Unit.

6.4 Alteration of Unit Boundaries; Combining and Sub-Dividing. The common boundary line separating two Units or a re-subdivision of an existing Unit may be modified by recording an amendment to this Declaration, which amendment need only be executed by the Owner(s) of the affected Unit(s). Such amendment shall include an updated plot plan, and shall also re-allocate the Percentage Interests of the affected Unit(s), based on the adjusted land area of the affected Unit(s) resulting from the re-located common boundary line or re-subdivision. Two or more adjacent Units may also be combined or sub-divided in the same manner, and such amendment shall also only require the signature of the Owner(s) of the combined/sub-divided Unit(s).

7. CONDOMINIUM PARCELS; APPURTENANCES AND USE.

7.1 Percentage Interests. The Percentage Interests of each Unit are based on the approximate acreage of each Unit (as reflected in Exhibit "B") divided by the total approximate acreage of all Units, and is therefore calculated as follows:

Unit 1	$5.33 / 9.96 = 53.5\%$
Unit 2	$3.90 / 9.96 = 39.2\%$
Unit 3	$0.73 / 9.96 = \underline{7.3\%}$
Total:	100.0%

7.2 Appurtenances to Each Unit. The Owner of each Unit shall have certain rights and own a certain interest in the Condominium Property (excluding Units owned by other Owners), including without limitation the following:

7.2.1 An undivided ownership share in the Common Elements and the Common Surplus, as specifically set forth in Section 7.1 above.

7.2.2 Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Articles of Incorporation and Bylaws.

7.2.3 The exclusive right to use the Limited Common Elements reserved for the Unit, and the non-exclusive right to use the Common Elements.

7.2.4 Other appurtenances as may be provided in this Declaration and its exhibits.

7.3 Use and Possession. An Owner is entitled to exclusive use and possession of his or her Unit (subject to the terms hereof and any easements reserved herein), and is entitled to use the Common Elements in accordance with the purposes for which they are intended. All uses shall be permitted as long as such uses are in compliance with Section 13 (or determined compliant pursuant to Section 13.6.2 hereof), below, and all applicable zoning, land usage laws and regulations.

8. COMMON ELEMENTS; EASEMENTS.

8.1 Definition. The term "Common Elements" means all of the property submitted to this Declaration that is not within the Unit Boundaries (if any) as well as certain easement interests granted to the Association pursuant hereto or by separately recorded instrument.:

8.2 Easements. Each of the following easements and easement rights is granted and reserved through the Condominium Property, is a covenant running with the land, and, notwithstanding any provision herein to the contrary, may not be revoked and shall survive the exclusion of any land from the Condominium. None of these easements may be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of Owners with respect to such easements.

8.2.1 Drainage Easements. A non-exclusive drainage easement is reserved in favor of the Association (for the benefit and use of all Owners) and the District, over, across, under and through that certain area as depicted and as described on sheets 17 and 18 of Exhibit "B", attached hereto, for the purpose of providing drainage and for the installation, operation, use and maintenance of Surface Water Management System facilities. In addition, a non-exclusive drainage easement for surface sheet flow, as well as for subterranean drainage pipes is also hereby established over the driveways within the Condominium and such subterranean pipes and other areas within the Condominium are depicted and described on Sheets 17 and 18 of Exhibit "B". An ingress and egress easement is also granted in favor of the District and the CDD with respect to accessing the Surface Water Management System facilities. No structure, planting, fill or other material shall be placed or permitted to remain which may damage or interfere with the use of said easements. An Owner may reconfigure the location of a drainage easement on his or her Unit; provided, said Owner satisfies the following requirements: (a) the Owner notifies the Association regarding the proposed reconfiguration; (b) the Owner obtains all necessary permits and approvals to reconfigure the drainage easement, including South Florida Water Management District, (c) the Owner obtains any required City of Estero and Lee County approvals of the reconfiguration of the drainage easement, together with any other approvals required by City of Estero and Lee County, (d) the Owner provides to the Association revised sheets and 18 of Exhibit "B", for the Association's review and approval, in order to record an amendment to the

Declaration, (e) the Owner obtains the consent of the CDD (if required under applicable permit(s)), and (f) the Owner pays for the cost of recording such amendment to the Declaration. Association acknowledges that it has already received and approved the Easement Plan for the development of Unit 1 as residential apartments and has received all requirements in (a)- (f) of this Section 8.2.1, except that the Owner of Unit 1 will provide the revised sheets for Exhibit B” to the Association for the amendment to the Declaration, upon finalization of the necessary easement vacations and grants, at which time Association agrees that it will prepare and record the applicable amendment.

8.2.2 Landscape Buffer, Utility, Access and Governmental Services Easement.

A non-exclusive utility and governmental services easement is reserved in favor of the Association and all governmental and private service providers for the benefit and use of any and all Owners, over, across, under and through those certain areas within the Units, as described and depicted as “Landscape Buffer Easements” and “Drainage Easements” in Exhibit “B”, attached hereto to provide utility services, including (but not necessarily limited to) potable water and fire protection. Although side-walks, hardscape and landscaping signs, transformers, walls, foundations and other improvements reflected on any approved site plan may be located within such easement areas, such improvements may be removed and/or relocated and area paved to provide for appropriate curb-cuts, pursuant to any site plan approved by City of Estero and Lee County. In addition (and if approved by Lee County), parking spaces may be constructed and maintained by the respective Unit Owner within such easement areas.

8.2.3 Perpetual Ingress and Egress Easement. A perpetual non-exclusive ingress and egress easement is hereby granted in favor of the Association and each Owner and occupant, their guests, tenants, licensees and invitees for reasonable vehicular and pedestrian traffic over, through and across the Access Easement area (A.E.) located within Units 1, 2 and 3, as depicted on sheet 13 of Exhibit “B”, attached hereto and labeled as “Access Easement” and which will extend to and be contiguous with, the west right-of-way line of Three Oaks Parkway to the east, and the north right-of-way line of Coconut Road to the south.

8.2.4 Parking. A non-exclusive reciprocal easement for shared parking is hereby established over the parking lot areas located on Units 2 and 3 (as the same may be modified and re-configured from time to time by the respective Owner thereof), for the benefit of the Owners of Units 2 and 3 and their tenants, guests, licensees and invitees, and a non-exclusive access and parking easement is hereby established over the driveways and parking lot areas located on Unit 2 and Unit 3 for the benefit of the Owner of Unit 1, its tenants, guests, licensees and invitees (collectively the “Parking Easements”), subject, however, to the following:

8.2.4.1 Neither the Owner of Unit 2 nor the Owner of Unit 3 will make any modification or alteration to the drive aisles within its Unit in any way that would affect the rights of the Unit 1 Owner, its tenants, guests, licensees and invitees to access all 281 parking spaces allocated to Unit 1.

8.2.4.2 All parking on Unit 1 will be exclusive to the Unit 1 Owner, its tenants, employees, guests, licensees and invitees. No easement or other right established by this Declaration will give the Association, Declarant or any Unit Owner or their tenants, employees, guests, licensees and invitees, the right to park on Unit 1 or to access Unit 1 over the driveways located on Unit 1, other than the rights of access over the area of the Access Easement as labeled and depicted on Exhibit "B". The Unit 1 Owner will have the right to erect signage that gives notice to all persons, including but not limited to tenants, customers, employees, licensees, invitees and other visitors of the Condominium Property of Owner's exclusive, private rights to access and park on Unit 1.

8.2.5 Shared Utility Easements. Exhibit "B", attached hereto depicts certain public and private utility easements that encumber more than one Unit and that benefit more than one Unit (each a "Shared Utility Easement"). Each Unit Owner is hereby granted a private interest in each Shared Utility Easement that benefits such Owner's Unit. No Owner shall seek to have a Shared Utility Easement terminated, released or otherwise vacated without the written (and recorded) joinder of the Owner(s) of all Units benefitted by such Shared Utility Easement. The foregoing shall not, however, prohibit any Owner from modifying / re-routing that portion of the Shared Utility Easement located on such Owner's Unit so long as such re-location does not disrupt utility service to any other Unit. All Unit Owner's shall cooperate promptly and in good faith with respect to the provisions of this sub-Section.

8.2.6 Encroachments. If any Unit encroaches upon any of the Common Elements or upon any other Unit for any reason other than the intentional act of the Owner of such Unit, or if any Common Element encroaches upon any Unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

8.2.7 Maintenance. The Declarant (including its designees and contractors) shall have the reasonable right to enter the Condominium Property and take any action reasonably necessary for the purpose of maintaining the Common Elements, provided such activity does not prevent or unreasonably interfere with the use or enjoyment by the Unit Owners of the Condominium Property and does not materially and adversely affect the visibility, access, utilities and other services, signage or operation of any Unit.

8.2.8 Declarant's Right to Grant Easements. Subject to the restrictions in Section 8.2.4 relating to Parking Easements, and Access Easement, the Declarant, during any period in which the Declarant has any ownership interest in the Condominium Property, shall have the right to grant such electric, telephone, gas, water, sewer, irrigation, drainage, cable television, maintenance, signage or other easements (including reasonable access thereto), and to relocate any existing easements in any portion of the Common Elements and to grant and relocate access easements in any portion of the Common Elements as the Declarant shall deem reasonably necessary or desirable, and that does not materially and adversely affect the visibility, access, parking, utilities and other services, signage or operation of any Unit. Declarant agrees to and shall have the right to grant (over the Common Elements) easements to any Unit Owner as may be reasonably requested by such Owner and reasonably necessary in connection with the permitting, approval, development, construction or operation

of such Owner's Unit; upon Declarant's request, the Association shall join in such easement grants.

8.2.9 Association's Access to Units. The Association has an irrevocable easement of reasonable access to each Unit, during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or of any portion of a Unit (if any) to be maintained by the Association pursuant to this Declaration, or as necessary to prevent damage to the Common Elements or to one or more Units, however the foregoing will not include access to the interior of any Building or a Unit without the prior consent of the Owner which will not be unreasonably withheld and is subject to the rights of Owner's tenants. The exercise of the Association's rights of access to the Unit shall be accomplished with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Unit. The Association may retain a key to all Units other than residential Units or Buildings thereon. If a Unit Owner alters any lock, or installs a new lock, the Unit Owner shall provide the Association with a key other than residential Units or Buildings thereon. The Association must use reasonable care in connection with such access, maintenance, repair and replacement and must repair, at its sole cost, any damage to the Unit premises or improvements thereon caused by Association, its employees, contractors or agents.

8.3 Restraint Upon Separation and Partition. The Percentage Interest appurtenant to a Unit cannot be conveyed or encumbered separately from the Unit and shall pass with the title to the Unit, whether or not separately described. As long as the Condominium exists, the Common Elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned, pledged or transferred except as an appurtenance to the Units.

9. LIMITED COMMON ELEMENTS. Any part of the Common Elements that is connected to or exclusively serves either a single Unit (or more but less than all of the Units), and is required in Section 12 of this Declaration to be maintained, repaired or replaced by or at the expense of the Unit Owner(s), shall be deemed a Limited Common Element appurtenant to the Unit or Units. Due to the nature of this land Condominium, the Declarant anticipates that there will be few, if any, Limited Common Elements..

10. ASSOCIATION. The Condominium shall be operated by Brooks Town Center Condominium Association, Inc., a Florida not-for-profit corporation, which shall perform its function pursuant to the following:

10.1 Delegation of Management. The Association will be managed by the Board of Directors, however, if approved by 67% of the Voting Interests, the Association may contract for the management and maintenance of the Condominium Property (and/or any improvements located thereon for which the Association is responsible for maintaining) and employ a licensed manager or management company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, keeping of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds made available by the Association for such purposes. The Association and its officers however, shall retain at all

times the powers and duties provided in the Condominium Act. All such services will be contracted for at market rates.

10.2 Membership. The membership of the Association shall be the record Owners of legal title to the Units, as further provided in the Bylaws.

10.3 Acts of the Association. Unless the approval or affirmative vote of the Unit Owners or Unit Owner consent is specifically made necessary by some provision of the Condominium Act or these Condominium Documents or would materially and adversely affect the rights of any Unit Owner to use or enjoy its Unit or would (a) alter or restrict the use rights of any Unit owner, (b) place restrictions on the advertising, marketing, sale, leasing or other transfer of a Unit (or any portion thereof), (c) impose architectural review requirements or private architectural standards on a Unit, (d) create additional easements over a Unit or adversely affect the easement rights appurtenant to a Unit, (e) impose additional maintenance obligations or other affirmative obligations on a Unit Owner, (f) impose rules and/or regulations on any Unit, (g) restrict or limit access, drainage or other services provided to an Owner under this Declaration or by other service provider, (h) change the size or configuration of any Unit, or (i) change any Owner's proportion or percentage of Common Expenses or Common Surplus and the Association will not take any of the foregoing acts without consent of the affected Unit Owner(s), all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the Owners. The officers and directors of the Association have a fiduciary relationship to the Owners. An Owner does not have the authority to act for the Association by reason of being an Owner.

10.4 Powers and Duties. The powers and duties of the Association include those set forth in the Condominium Act and the Condominium Documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Condominium Property and Association Property. The Association may impose reasonable fees for the use of Common Elements or Association Property that are directly related to the cost of maintenance and replacement thereof as supported by an approved budget.

10.5 Official Records. The Association shall maintain its official records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member seeking copies.

10.6 Purchase of Units. The Association has the power to purchase one or more Units in the Condominium, and to own, lease, mortgage, or convey them, such power to be exercised by the Board of Directors.

10.7 Acquisition of Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Unless otherwise specifically provided elsewhere herein, the power to acquire ownership interests in real property shall be exercised by the Board of Directors, but only after approval of a majority of the Voting Interests. However, if the real property interest to be acquired by the Association: (i) is a fee simple interest in real property that was not included within the boundaries of the Condominium Property at the initial recording of this

Declaration, and such acquisition is not needed to comply with any applicable permit or requirement of any governmental agency having jurisdiction over the Condominium Property; or (ii) would dilute the Voting Interest of any Owner; or (iii) would require that the Association levy a special assessment in excess (in the aggregate) of \$5,000.00 to pay for the cost of acquiring or maintaining such real property interest, then such acquisition of such fee simple interest by the Association shall require the approval of 67% of the Voting Interests. In addition, the Association may not acquire, operate, lease or otherwise acquire any use rights in Recreational Facilities without the approval of 100% of the Voting Interests. Notwithstanding the foregoing and to the fullest extent allowed by law, the Declarant shall have the right to convey title to any of the Condominium Property owned by it, or any easement benefitting the Condominium Property or other interest therein, to the Association as Association Property, and the Association shall be required to accept such conveyance, so long the conveyance of such interest is, in the Declarant's opinion (based on Declarant's commercially reasonable discretion) reasonably necessary or otherwise reasonably related to the use, function and/or operation of the Condominium Property and improvements located thereon from time to time. Any such conveyance shall be effective upon recording the deed or instrument of conveyance in the Public Records of Lee County, Florida.

10.8 Disposition of Property. Any personal property owned by the Association, may be sold, leased or otherwise encumbered or disposed of by the affirmative vote of the entire Board of Directors, without the need for authorization by the Owners. The Association shall also have the right to grant easements over the Common Elements, upon the affirmative vote of the entire Board of Directors, without the need for authorization by the Owners. The rights of the Directors under this Section are limited to those actions that will not materially interfere with the operations of any Unit or be materially detrimental to any Unit or its Owner.

10.9 Roster. The Association shall maintain a current roster of names and mailing addresses of the Owners, based upon information supplied by the Owners. A copy of the roster shall be made available to any Owner upon request.

10.10 Limitation on Liability. Notwithstanding its duty to maintain and repair Condominium or Association Property, the Association shall not be liable to individual Unit Owners for personal injury or property damage caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements, Owners or other persons.

10.11 Member Approval of Certain Litigation. Notwithstanding any other provision of the Condominium Documents, the Board of Directors shall be required to obtain the prior approval of 67% of the Voting Interests prior to the payment of, or contracting for the payment of, legal fees to any person engaged by the Association for the purpose of commencing any lawsuit, other than for the following purposes:

10.11.1 the collection of Assessments;

10.11.2 the collection of other charges which Owners are obligated to pay;

10.11.3 in an emergency, when waiting to obtain the approval of the members creates a substantial risk of irreparable injury to the Association or its members;

10.11.4. the enforcement of the covenants and restrictions set forth herein against any Owner violating the same; or

10.11.5 filing a compulsory counterclaim.

11. ASSESSMENTS AND LIENS. The Association has the power to levy and collect Assessments against each Unit and Unit Owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association. This power includes both "regular" Assessments for each Unit's share of the Common Expenses as set forth in the annual budget, and "special" Assessments for unusual, nonrecurring or unbudgeted Common Expenses only. The Association may also levy "specific Assessments" against any individual Unit(s), for any amounts, other than for Common Expenses, which are properly chargeable against such Unit(s). Assessments shall be levied and payment enforced as provided in the Bylaws. The Association will notify each Owner of the due date for all regular assessments not less than ten (10) days prior to the first date such assessments became due and for special assessments not less than thirty (30) days before such assessments become due. All actions taken by the Association under this Section shall be reasonable, but if there is a dispute as to the reasonableness of any action, then the decision of a majority of the Board of Directors shall control. Other than special assessments levied under Section 16.1.2 hereof, no special assessment will be levied without approval of not less than 67% of the Voting Interests.

11.1 Common Expenses. Common Expenses include the expenses of management, operation, maintenance, repair, replacement or insurance of the Common Elements and Association Property, the expenses of operating the Association, the expenses necessary to maintain those portions of the Surface Water Management System (wherever located) not maintained by the CDD, and any other expenses properly incurred by the Association for the Condominium, including amounts budgeted for the purpose of funding reserve accounts (if any).

11.2 Share of Common Expenses; Limited Common Expenses. The Owner of each Unit shall be liable for a share of the Common Expenses equal to his share of Ownership of the Common Elements and the Common Surplus, as set forth in Section 7.1 above. To the extent that the Association or other governmental authority or agency requires one or more Unit owners to install water sub-meters (or if one or more Unit Owners installs its own water meter exclusively serving such Owners Unit), the cost of potable water and sanitary sewer service provided under the master meter for Condominium shall be billed by the Association to each Unit owner as a limited common expense. If any charges or costs are billed to a meter exclusively servicing an Owner's Unit(s) then such costs will be paid directly by the Owner to the service provider and will not be Common Expense of the Association paid by other Owners, nor shall the Owner receiving the exclusive service be charged any cost or expense for the same service provided to other Owners, so long as such same service is provided to a separately metered Unit exclusively through such separate meter (and not as a redundant or otherwise duplicative utility service).

11.3 Ownership. Assessments and other funds collected by or on behalf of the Association become the property of the Association; no Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Unit. An Owner shall not be entitled to withdraw or receive distribution of his share of the Common Surplus, except as otherwise provided herein or by law.

11.4 Liability for Assessments. The Owner of each Unit, regardless of how title was acquired (and including the Declarant, if an Owner), is liable for all Assessments or installments thereon coming due prior to or while he is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Section 20.3, below (as to certain first mortgagees), whenever title to a Condominium Parcel is transferred for any reason, the new Owner is jointly and severally liable with the previous Owner for all Assessments which came due prior to the transfer and remain unpaid as of the date of the transfer, without prejudice to any right the new Owner may have to recover from the previous Owner any past-due amounts paid by the new Owner.

11.5 No Waiver or Excuse from Payment. The liability for Assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Elements, by abandonment of the Unit on which the Assessments are made, or by interruption in the availability of the Unit or the Common Elements for any reason whatsoever. No Unit Owner may be excused from payment of his share of the Common Expenses unless all Unit Owners are likewise proportionately excused from payment, except as otherwise provided in Section 20.3, below (as to certain first mortgagees).

11.6 Application of Payments; Failure to Pay; Interest. Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall thereafter bear interest at the highest rate allowed by law, calculated from the date due until paid. The Association may also charge an administrative late fee, in addition to such interest, of up to the greater of Twenty Five Dollars (\$25.00) or five percent (5%) of each delinquent installment for which the payment is late. Assessments and installments thereon shall become due, and the Unit Owner shall become liable for said Assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, then to late payment fees, court costs and reasonable attorneys' fees, and finally to delinquent Assessments. No payment by check is deemed received until the check has cleared.

11.7 Acceleration. If any Assessment as to a Unit is unpaid thirty (30) days after the due date, the Association shall have the right to record a Claim of Lien for the unpaid amount due. Upon the recordation of Claim of Lien, the Association shall thereafter have the right to accelerate the due date of the entire unpaid balance of the Unit's Assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the public records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, reasonable attorneys' fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose, as required by Section 718.116 of the Condominium Act, or may be sent separately.

11.8 Liens. The Association has a lien on each Condominium Parcel securing payment of past due Assessments, including interest and reasonable attorneys' fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit. The lien is

perfected upon recording a Claim of Lien in the Public Records of Lee County, Florida, stating the description of the Condominium Parcel, the name and address of the Association, the name of the record Owner, the Assessments past due and the due dates. The lien shall be executed and acknowledged by an officer or authorized agent of the Association and shall remain in effect until barred by law. The Claim of Lien secures all unpaid Assessments that are due and that may accrue after the Claim of Lien has been recorded and through the entry of a final judgment of foreclosure, as well as interest and all reasonable costs and reasonable attorneys' fees incurred by the Association incident to the collection process. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

11.9 Priority of Lien. The Association's lien for unpaid Assessments shall be subordinate and inferior to the mortgage or other lien of any Institutional Mortgagee; provided, however, that if the Association records an actual Claim of Lien for unpaid Assessments, then such recorded Claim of Lien shall be superior to any mortgages recorded after such Claim of Lien is recorded. Any lease of a Unit shall be subordinate and inferior to the Association's lien regardless of when the lease was executed.

11.10 Foreclosure of Lien; Prior Notice. The Association may bring an action in its name to foreclose its lien for unpaid Assessments in the manner provided in the Condominium Act, and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any lien rights. However, no foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments or charges. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments or charges, including those coming due after the Claim of Lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Condominium Act.

11.10.1 If the Unit is occupied by a non-residential tenant and the Unit Owner is delinquent in paying any monetary obligation due to the Association, the Association may make a written demand that the non-residential tenant pay the future monetary obligations related to the Unit to the Association, and the non-residential tenant must make such payment. The demand is continuing in nature and, upon demand, the non-residential tenant must pay the monetary obligations to the Association until the Association releases the non-residential tenant or the non-residential tenant discontinues tenancy in the Unit. The Association must mail written notice to the Unit Owner of the Association's demand that the non-residential tenant make payments to the Association. The Association shall, upon request, provide the non-residential tenant with written receipts for payments made. A non-residential tenant who acts in good faith in response to a written demand from an association is immune from any claim from the Unit Owner.

11.10.2 If the non-residential tenant prepaid rent to the Unit Owner before receiving the demand from the Association and provides written evidence of paying the rent to the Association within fourteen (14) days after receiving the demand, the non-residential tenant shall receive credit for the prepaid rent for the applicable period and must make any subsequent rental payments to the Association to be credited against the monetary obligations of the Unit Owner to the Association.

11.10.3 The non-residential tenant is not liable for increases in the amount of the monetary obligations due unless the non-residential tenant was notified in writing of the increase at least ten (10) days before the date the rent is due. The liability of the non-residential tenant may not exceed the amount due from the non-residential tenant to the non-residential tenant's landlord. The Unit Owner shall provide the non-residential tenant a credit against rents due to the Unit Owner in the amount of monies paid to the Association under this section.

11.10.4 The Association may issue notices under Fla. Stat. Sec. 83.56 and may sue for eviction under Fla. Stat. Sec. 83.59-83.625 as if the Association were the landlord under Part II of Chapter 83 Florida Statutes if the non-residential tenant fails to pay a required payment to the Association. However, the Association is not otherwise considered a landlord under Chapter 83 and specifically has no duties under S. 83.51.

11.10.5 The non-residential tenant does not, by virtue of payment of monetary obligations to the Association, have any of the rights of a Unit Owner to vote in any election or to examine the books and records of the Association.

11.10.6 A court may supersede the effect of this Subsection 11.10 by appointment of a receiver.

11.11 Certificate As To Assessments. Within fifteen (15) days after request by a Unit Owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all Assessments and other monies owed to the Association by the Unit Owner with respect to the Condominium Parcel have been paid. Any person other than the Owner who relies upon such certificate shall be protected thereby.

12. MAINTENANCE; LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS. Responsibility for the protection, maintenance, repair and replacement of the Condominium Property, and restrictions on its alteration and improvement shall be as follows:

12.1 Association Maintenance. The Association is responsible for the protection, maintenance, repair and replacement of all Common Elements, Association Property, easements established by this Declaration as well as certain outdoor portions of Units (other than the Limited Common Elements that are required or elected by Owner elsewhere herein to be maintained by the Unit Owner), and the cost of the foregoing shall be a Common Expense. The Association's responsibilities shall include:

12.1.1 Maintenance and repair of outdoor walkways, driveways, sidewalks, parking lot lighting, and/or parking lots (including resurfacing and re-striping), **but only if the Association elects to do so**, and on a uniform basis;

12.1.2 Maintenance of all roadway landscaping as well as the landscaping around the perimeter of each of the Units **but only if the Association elects to do so**;

12.1.3 Maintenance and repair (including periodic resurfacing) of the Shared Entrance (but only with respect to the paved driveway, and NOT any landscape or hardscape improvements that may be located within the Shared Entrance);

12.1.4 Utility infrastructure not dedicated to Lee County and serving all Units;

12.1.5 Maintenance of the Off-Site Drainage Easement, to the extent not undertaken by the CDD.

12.1.6 Operation and maintenance of the Surface Water Management System (as permitted by the District) to the extent not maintained or repaired by the CDD. The Association will assess and collect for the operation, maintenance and replacement of the Surface Water Management System through Assessments. A copy of the District permit ("District Permit") and its conditions are attached hereto as Exhibit "E". Copies of the District Permit and any future District Permit actions will be maintained by the Association's registered agent for the Association's behalf.

Notwithstanding the foregoing any Owner will have the right to notify the Association that it will maintain any part of its Unit that is not a Common Element, and upon receipt of such notice the Association will not maintain any portion of the Unit included in such notice, except to the extent that the Owner fails to maintain its Unit to the standard of maintenance required by any law or permit, or to the standard of similar centers in the area, and the cost of all maintenance by the Association within a Unit will be paid to and paid solely by the Unit Owner and not as Common Expense, unless such maintenance is related to drainage, utility or other shared infrastructure work that benefits all Unit owners. Upon the request of any Unit Owner, the Association will confirm or clarify, in writing as to what portions of an Owner's Unit are Common Elements that the Association will maintain, in the Association's sole discretion, and what must be maintained by Owner. Each Owner will have the right to maintain and enhance all property within its Unit. If there is a good faith dispute, the decision of the Association Board of Directors shall control.

All incidental damage caused to a Unit or Limited Common Elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association with the cost to be a Common Expense. The Association shall restore the property as nearly as practical to its condition before the damage.

12.2 Unit Owner Maintenance. Unless specifically assigned to the Association in Section 12.1, above, each Unit Owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his or her Unit, together with all additions or improvements added thereto, and certain Limited Common Elements. The Owner's responsibilities include, without limitation:

12.2.1 Day to day and extraordinary maintenance, repair and/or replacement of any Building(s) that may be constructed from time to time within a Unit;

12.2.2 The electrical, mechanical and plumbing fixtures and outlets within the Unit Boundaries and serving only such Unit (including connections) (but excluding exterior irrigation and landscaping if the Association elects to maintain same);

12.2.3 Other facilities or fixtures which are located or contained entirely within the Unit, or which serve only the Unit, or which collectively serve one or more of the Units but less than all of the Units;

12.2.4 Periodical repainting of the Buildings;

12.2.5 Periodic pressure cleaning of the Buildings;

12.2.6 Maintenance and repair of all outdoor walkways, driveways, sidewalks, parking lot lighting, and/or parking lots (including resurfacing and re-striping) located on such Owners Unit, unless the Association has elected to perform such work;

12.2.7 Maintenance of all outside landscaping (in accordance with a landscape plan approved by the Association) and irrigation systems located on such Owner's Unit, unless the Association has elected to perform such work; and

12.2.8 maintenance, repair and replacement of the dumpster and any dumpster enclosure located with the Owner's Unit.

12.3 Unit Owner Maintenance Expense Allocations. If a Limited Common Element is an appurtenance to more than one Unit, then the costs to maintain, repair and replace such Limited Common Element shall be ratably shared by the Unit Owners to which such Limited Common Element is appurtenant. Each Unit Owner shall share pro rata in the costs based upon a formula determined as a fraction, the numerator of which is the number of square feet of land area in the Unit (as set forth in Section 7.1), and the denominator of which is the total number of square feet of land area for all the Units to which the Limited Common Element is an appurtenance (also as set forth in Section 7.1).

12.4 Other Unit Owner Responsibilities. Each Unit Owner shall also have the following responsibilities:

12.4.1 Modifications and Alterations. If an Owner makes any modifications, installations or additions to his or her Unit or the Common Elements, then such Owner and his or her successors in title shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions. No Owner shall make any modifications, installations or additions to the Common Elements without the Association's prior written approval. However, no Association approval shall be required with respect to any improvements made entirely within the boundaries of an Owner's Unit.

12.4.2 Use of Licensed and Insured Contractors. If an Owner contracts for or otherwise causes the maintenance, repair, replacement, alteration, addition or improvement of any portion of any Unit or Common Elements, whether with or without Association approval, then such Owner shall be deemed to have

warranted to the Declarant, the Association and its members that his or her contractor(s) are properly licensed and fully insured. In addition, such Owner ("Indemnitor") shall indemnify and hold harmless the Declarant, the Association, and all other Unit Owners (collectively the "Indemnitee") from and against any loss, costs, expense or other liability incurred by the Indemnitee caused (in whole or in part) by an intentional or negligent act or omission of the Owner or any other person and related to the performance of any repairs, maintenance, alterations and/or additions in the Indemnitor's Unit.

12.5 Alteration of Units or Common Elements by Unit Owners. Except as provided in this Section 12.5, an Owner shall not make any alterations or additions to his Unit which would add to or remove any portion of the Common Elements, nor do anything which would adversely affect the safety or soundness of any portion of the Condominium Property. Subject to the foregoing, a Unit Owner shall have the right to make alterations within a Unit without the prior approval of the Board so long as the changes are in compliance with all applicable building codes and also subject to such Owners indemnity obligations set forth in Section 12.4.2, above.

In creating this Land Condominium, the Declarant specifically intends to provide the Owner of each Unit with maximum flexibility with respect to any future improvements or redevelopment that may occur from time to time on such Unit subject to the terms of this Declaration and applicable zoning and building codes and regulations.

12.6 Alterations and Additions to Common Elements and Association Property; Pre-payment of Reserves. The protection, maintenance, repair, insurance and replacement of the Common Elements and Association Property is the responsibility of the Association and the cost shall be a Common Expense. Beyond this function, the Association shall not, without the approval of more than 50% of the Voting Interests, make any material alteration of, or substantial additions of improvements to, the Common Elements or the real property owned by the Association if, for any calendar year, the aggregate cost to the Association of such alterations and/or additions of improvements will exceed \$10,000.00 in excess of budgeted amounts or reserves held by the Association. Alterations or additions of improvements costing less than this amount may be made with Board approval. However, if work is reasonably necessary to protect, maintain, repair, replace or insure the Common Elements or Association Property also constitutes a material alteration or substantial addition to the Common Elements, no prior Unit Owner approval is required. Non-recurring or unexpected capital expenditures shall be paid for with reserves, or via a Special Assessment levied by the Board. Additionally, if reserves for any particular year are not waived, and an Owner notifies the Association that the Owner desires to pre-pay all or any portion of a reserve item (or items) that would otherwise be added to and included in such Owner's share of the Common Expenses for such year, then the Association shall be required to permit such Owner to pre-pay such reserve budget item(s) for one or more calendar years, as determined by the Owner electing to pre-pay. Special Assessments otherwise payable in periodic installments may also be pre-paid at the election of any Unit Owner.

12.7 Enforcement of Maintenance. If, after reasonable written notice an Owner fails to maintain her Unit or its appurtenant Limited Common Elements (except those Limited Common Elements required to be maintained by the Association) as required above, the

Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation. The Association shall have the irrevocable right of access to each Unit during reasonable hours, with or without notice to or consent of the Unit Owner or tenant, when necessary for the maintenance, repair, or replacement of any Common Elements or of any portion of any Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units. Any expenses incurred by the Association pursuant to this Section 12.7 shall be charged to the Unit Owner, together with reasonable attorney's fees and other expenses of collection, if any.

12.8 Negligence; Damage Caused by Condition in Unit. The Owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of Common Elements, other Units, or personal property made necessary by his or her act or negligence, or by that of any member of his or her guests, employees, agents, or tenants. Each Unit Owner has a duty to maintain his or her Unit, any Limited Common Element appurtenant to the Unit (except those Limited Common Elements required to be maintained by the Association), and improvements, fixtures, and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Common Elements or the property of other Owners and/or occupants. If any condition, defect or malfunction resulting from the Owner's failure to perform this duty causes damage to other Units, the Common Elements, Association Property or property within other Units, Buildings, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not covered by insurance. If one or more of the Units involved is not occupied at the time the damage is discovered, the Association may enter the Unit without prior notice to the Owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage without the prior consent of the Owner.

13. USE RESTRICTIONS. The use of the Condominium Property shall be in accordance with the following provisions:

13.1 Units. Each Unit shall be used and occupied as permitted by the applicable zoning laws and regulations and as permitted by any other private restrictive covenants.

13.2 Common Elements. The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

13.3 Signs, Advertising. The use and display of all signage shall be subject to applicable county laws and regulations.

13.4 Lawful Use. No unlawful use shall be made of the Condominium Property nor any part of it, and all valid laws, covenants and restrictions, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for the maintenance and repair of the property concerned.

13.5 Nuisances. No Owner shall use his or her Unit, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to

the occupant of another Unit, or which would be in consistent with the maintenance of the highest standards for a first-class commercial condominium.

13.6 Parking. Each Owner, by acquiring title to a Unit, acknowledges that the Condominium has been created in conjunction with a coordinated re-development of the Condominium Property, and that each Unit does not necessarily contain (within such Unit’s boundaries) the minimum number of parking spaces required to satisfy the Village of Estero’s minimum parking requirements as they pertain to the use of such Unit; rather, the Village of Estero has approved the re-development of the Condominium Property based on the qualification that the Condominium Property, as a whole, will contain the total minimum number of parking spaces required for the Units, based upon the uses of each Unit as such uses may change from time to time. Therefore, each Unit Owner agrees that it will not change (or permit a change in) the use of such Owner’s Unit if such change in use would cause the minimum number of parking spaces required (under the Village of Estero Land Development Code) for such Unit to exceed the Parking Space Density Rights allocated to such Unit, as hereafter set forth. In addition, each Unit Owner shall at all times maintain not less than the number of Mandatory Spaces required for such Owner’s Unit, as set forth in the table, below.

13.6.1. Allocation of Parking Space Density Rights. The Condominium Property contains (or will contain, once Unit 1 is re-developed as multi-family use) a total of 420 parking spaces; of such spaces, the minimum number of parking spaces that must be maintained within each Unit (the “Mandatory Spaces”) and the minimum number of parking spaces (wherever located) allocated to each Unit to satisfy the minimum parking space requirements (per Code) (the “Parking Space Density Rights”) shall be as follows:

Unit #	Minimum Parking Spaces required to be maintained within such Unit (“Mandatory Spaces”)	Total Parking Spaces (wherever located) allocated to such Unit for purposes of satisfying parking space requirements (“Parking Space Density Rights”)	Current minimum requirements per Code and existing parking variance requirements in effect as of 10/1/23 (the “Code Parking Requirements”)
Unit 1	212	281	281
Unit 2	175	109	75
Unit 3	33	30	24
TOTALS:	420	420	380

For further explanation and illustrative purposes:

Although Unit 2 is required to always have at least 175 parking spaces within its boundaries (to satisfy the Mandatory Spaces requirement), only 109 parking spaces are allocated to Unit 2 for its Parking Space Density Rights, meaning that the actual use(s) occurring within Unit 2 may not

be changed if, as a result of the change in such use, the required minimum number of parking spaces (per Code) to accommodate such change in use of Unit 2 will exceed 109 spaces.

Although Unit 1 is required to maintain a minimum of 212 parking spaces within its boundaries (to satisfy the Mandatory Spaces requirement), Unit 1 has been allocated 281 Parking Space Density Rights, meaning that the actual uses occurring within Unit 1 may not be changed, if as a result of the change in such use, the required minimum number of parking spaces (per Code) to accommodate changing the use of Unit 1 will exceed 281 spaces.

13.6.2 Change of Law or Condemnation. The use of Unit 1 for residential use, including but not limited to multifamily residential apartments, and the use of Units 2 and 3 as commercial will continue to be permitted under this Declaration notwithstanding any subsequent governmental condemnation that reduces the parking spaces available to any Unit, or any change in any law, ordinance or code, including any change that would require a Unit Owner to have available for such Unit Owner's Unit more parking spaces than the number of Parking Space Density Rights allocated to such Unit as set forth in the Section 13.6.1 above. The express intent of this Section 13.6.2 is to make it clear that (i) no Unit or Unit Owner will be considered in on-compliance with this Section 13.6 as a result of any future governmental taking or any future change in any law, ordinance or code that results in one or more Units not being in compliance (in terms of parking space requirements) with this Section 13.6, and (ii) all uses will remain permitted under this Declaration for such affected Unit(s).

13.7 Outside Areas. All outside areas, including parking areas and the Common Elements (if any) shall be kept clean and free from dirt, cigarette butts and rubbish, and no Unit Owner or other occupant shall permit any obstruction or the storage of any merchandise, packing containers, pallets, vehicles or other materials to be placed or kept in such areas other than during construction. Such items shall be taken directly to a public dumping facility for disposal or shall be promptly towed to a storage lot at the Owner's expense.

13.8 Prohibition of Antennas or other Fixtures. Notwithstanding any provision herein to the contrary, and in addition to the general restrictions governing improvements of Units and/or Common Elements set forth elsewhere in the Declaration to the extent not prohibited by law, no Owner shall install or cause to be installed an antenna or any other fixture on the roof of the Building or external wall of any Unit, without first obtaining written approval of the Board of Directors, except that antennae and fixtures may be affixed to the roof of any building three (3) stories in height or higher if not visible from ground level. The purpose and intent of this section 13.8 is to provide for a uniform and aesthetic control of the external appearance of the Buildings and to also prevent the intentional puncturing of any portion of any roof or external wall of a Building without the consent of the Association.

13.9 Surface Water Management System. No Unit Owner may construct or maintain any building or structure or undertake or perform any activity in the buffer area(s) and drainage easement(s) described in (a) any approved permit issued by the District, Corps of Engineers, Lee County or the State of Florida or (b) any recorded plats encompassing any

portion of the Condominium Property, unless prior approval is received from both the District pursuant to Chapter 40E, F.A.C., and from Lee County. If such activities are subject to Corps of Engineers or State of Florida permits, approval of those agencies shall also be obtained before any such activity is commenced.

13.10 Use Affecting Other Units. No Unit Owner will change the use of its Unit if such change would cause another Unit to become non-conforming as to, or in violation of any law, including but not limited to, any zoning code, parking requirement or other code ordinance, or regulation.

14. SALE, LEASE, SUBLEASE OR ENCUMBRANCE OF UNITS. There shall be no restriction on the sale, lease, transfer or encumbrance of any Unit including but not limited to any declaration creating a condominium and sub-association within any Unit(s).

15. INSURANCE. Insurance shall be carried and kept in force at all times in accordance with the following provisions:

15.1 Unit Owner. Each Unit Owner is responsible for insuring his or her own Unit, and the Building(s), fixtures and personal property therein.

15.2 Required Unit Owner Coverage. Each Unit Owner shall establish and maintain the following insurance coverages and shall have the Association named as an additional insured under each policy:

15.2.1 Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an "All Risk" property contract, in commercially reasonable amounts.

15.2.2 Liability. General premises and liability for bodily injury and property damage, with coverage of at least \$2,000,000.00 per occurrence. The Association shall be named as an additional insured on such policy.

Notwithstanding any provision herein to the contrary, the Association shall not have any obligation to monitor or otherwise verify that any Owner has procured and/or is maintaining the insurance policies required by this Section 15.2. All insurance policies purchased by the Association or the Unit Owners, as the case may be, shall be purchased through an agent having a place of business in Florida and shall be issued by an insurance company authorized to do business in Florida, having an "A" or better rating by A.M. Best.

15.3 Association Insurance; Duty and Authority to Obtain. The Association is responsible for insuring the Common Elements. The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry by law and under the Condominium Documents, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The named insured shall be the Association. To the extent permitted by law, the Association may self-insure.

15.4 Required Association Coverage. The Association shall maintain adequate insurance covering the Common Elements as well as all Association Property, in amounts

determined annually by the Board of Directors, such insurance to afford the following protection:

15.4.1 Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an "All Risk" property contract.

15.4.2 Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors.

15.4.3 Worker's Compensation. The Association shall carry Worker's Compensation insurance if applicable and required by law. In addition, the Association shall verify that all contracts entered into by the Association with a third party require such third party to furnish evidence of workers compensation coverage, if applicable.

15.5 Optional Association Coverage. The Association may purchase and carry other such insurance coverage as the Board of Directors may determine from time to time to be in the best interest of the Association and Owners. Director's liability insurance may be obtained as an Association expense.

15.6 Description of Coverage. A summary of the coverage included in the master policies, and copies of a master policies, shall be available for inspection by Unit Owners or their authorized representatives upon request.

15.7 Premiums. Premiums for all insurance obtained and purchased by the Association shall be paid by the Association. The cost of insurance premiums, and other incidental expenses incurred by the Association in administering and carrying out the provisions of this Section, shall be assessed against and collected from the Unit Owners as a Common Expense.

15.8 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the Owners and their respective mortgagees in the following shares:

15.8.1 Common Elements. Proceeds on account of damage to Common Elements shall be held in as many undivided shares as there are Units, the shares of each Owner being the same as his share in the Common Elements.

15.8.2 Units. Proceeds on account of damage to one or more Units shall be held in undivided shares based on the prorated amount of damage within each damaged Unit as a percentage of the total damage within all Units.

15.8.3 Mortgagee. If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Unit Owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of

insurance proceeds to any mortgage or mortgages which it may hold against Unit or Units, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

15.9 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Owners in the following manner:

15.9.1 Cost of Reconstruction or Repair. If the damage for which the proceeds are paid is to be reconstructed or repaired by the Association, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be distributed to the beneficial Owners, remittances to Owners and their mortgagees being paid jointly to them.

15.9.2 Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided herein that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial Owners, remittances to Owners and their mortgagees being payable jointly to them.

However, any insurance proceeds paid to the Association with respect to any loss or damage within the Unit which is covered by the Association's casualty insurance policy, and which loss would otherwise be borne by the Unit Owner, shall be paid to the Unit Owner.

15.10 Association as Agent. The Association is hereby irrevocably appointed as agent for each Owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Condominium Property.

16. RECONSTRUCTION OR REPAIR AFTER CASUALTY. If any part of the Condominium Property is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as follows:

16.1 Damage to the Common Elements. Where loss or damage occurs to the Common Elements, the Association shall be obligated to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

16.1.1 The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction.

16.1.2 If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the Common Elements, the Association shall promptly, upon determination of the deficiency, levy a special Assessment against all Owners in proportion to their shares in the Common Elements for the deficiency. Such special Assessments need not be approved by the Owners. The special Assessments shall be added to the funds available for repair and restoration of the Condominium Property.

16.2 Application of Insurance Proceeds. It shall be presumed that the first monies disbursed for repair and restoration are from the insurance proceeds. If there is a balance in the funds held by the Association after the payment of all costs of repair and restoration, such balance shall be distributed to the Unit Owners, except as otherwise provided in Section 15, above.

16.3 Equitable Relief. In the event of damage to the Common Elements which render any Unit uninhabitable, and the damage is not repaired, reconstructed, or rebuilt within a reasonable period of time, the Owner of the uninhabitable Unit may petition a court for equitable relief, which may include a termination of the Condominium and a partition sale. For the purposes of this provision, it shall be presumed that repair, reconstruction or rebuilding has occurred within a reasonable period of time if work is commenced within six (6) months following the damage or destruction and is completed within twelve (12) months thereafter.

17. CONDEMNATION.

17.1 Awards. The taking of all or any part of the Condominium Property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty.

17.2 Determination Whether to Continue Condominium. If any portion of the Condominium Property is taken by condemnation, eminent domain or is conveyed to the governmental entity in lieu of condemnation, than the Condominium will continued unless all Unit Owners vote to terminate the Condominium.

17.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special Assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, but the size of the Condominium will be reduced, the Owners of condemned Units, if any, will be made whole. Proceeds of awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

17.4 Association as Agent. The Association is hereby irrevocably appointed as each Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation.

17.5 Adjustment of Shares in Common Elements. The shares in the Common Elements shall be adjusted to reflect the change in the total square footage of land area of all Units in the Condominium.

17.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in a manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements. If a Unit is mortgaged, the remittance shall be paid jointly to the Owner and mortgagee(s) of the Unit.

17.7 Amendment of Declaration. Any amendments to this Declaration necessitated by condemnation need be approved only by the Owners of a majority of the Units. The consent of lien holders is not required for any such amendment.

18. TERMINATION. The Condominium may be terminated (or partially terminated) in the following manner:

18.1 Agreement. The Condominium may be terminated at any time by the vote of Unit Owners representing 100% of the Voting Interests. The Condominium may also be terminated in accordance with the Condominium Act, provided that such termination is also made with the approval of 100% of the Voting Interests (even if a lesser percentage would otherwise be acceptable under the Act).

18.2 General Provisions. Upon termination, the former Owners shall become the owners, as tenants in common, of all Condominium and Association Property and the assets of the Association. The shares of such tenants-in-common shall be the same as were their shares of the Common Elements immediately prior to such termination. The mortgagee or lienor of a Unit Owner shall have a mortgage or lien solely and exclusively upon the undivided share of such tenant-in-common's interest in and to the lands and other assets of the Association which it may become entitled to receive by reason of such termination. The termination of the Condominium shall be evidenced by a certificate of the Association, executed with the formalities of a deed, and certifying as to the facts effecting the termination. Termination shall become effective when that certificate is recorded in the Public Records of Lee County, Florida.

18.3 New Condominium. The termination of the Condominium does not bar creation of another Condominium affecting all or any portion of the same property.

18.4 Partition; Sale. Following termination, the former Condominium Property and Association Property may be partitioned and sold upon the application of any Unit Owner. If following a termination, one Unit Owner agrees to accept an offer for the sale of the property, all Owners shall be bound to execute deeds and other documents reasonably required to effect the sale. In that event, any action for partition of the Land and improvements thereon shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto.

18.5 Last Board. The termination of the Condominium does not, by itself, terminate the Association. The members of the last Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration for the purpose of winding up the affairs of the Association.

18.6 Provisions Survive Termination. The provisions of this Section 18 are covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed.

19. ENFORCEMENT.

19.1 Duty to Comply; Right to Sue. Each Owner, his or her tenants, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, the Condominium Documents and the Rules and Regulations. Actions for damages or

for injunctive relief, or both, for failure to comply may be brought by the Association or by a Unit Owner against:

- 19.1.1 the Association;
- 19.1.2 an Owner;
- 19.1.3 Anyone who occupies or is a tenant; or
- 19.1.4 Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.

19.2 Waiver of Rights. The failure of the Association or any member to enforce a right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived by a Unit Owner if the waiver would adversely affect the rights of the Owner or defeat the purpose of the provision, except that Unit Owners or Directors may waive notice of specific meetings as provided in the Bylaws. Any written instrument or instruction given by a purchaser or Unit Owner to an escrow agent may be relied upon by the escrow agent, whether or not such instruction and the payment of funds thereunder might otherwise constitute a waiver of any provision of the Condominium Act or the Condominium Documents.

19.3 Attorneys' Fees. In any legal proceeding arising out of an alleged failure of a Unit Owner, tenant, guest or the Association to comply with the requirements of the Condominium Act, the Condominium Documents, or the Rules and Regulations, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

19.4 Fines. The Association, through its Board of Directors, may levy reasonable fines against a Unit for the failure of the Owner or its occupant, licensee or invitee to comply with any provision of the Declaration, Articles, Bylaws or the Rules and Regulations of the Association. No fine will become a lien against a Unit. Fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed the maximum amount allowed by law. The procedure for imposing fines shall be as follows:

19.4.1 Notice. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than 14 days, and the notice shall include:

- 19.4.1.1 a statement of the date, time and place of the hearing;
- 19.4.1.2 a specification of which provisions of the Declaration, Articles, Bylaws or Rules and Regulations which have allegedly been violated;

19.4.1.3 a short and plain statement of the facts alleged by the Association giving rise to such violations; and

19.4.1.4 the possible amounts of any proposed fine.

19.4.2 Hearing. At the hearing the party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before a committee of three (3) Owners appointed by the Board, none of whom may then be serving as Directors. If the committee by majority vote, which may be taken by secret ballot, does not agree with the fine, it may not be levied.

19.5 No Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owners under the law and the Condominium Documents shall be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising any other rights, remedies, or privileges that may be available.

20. RIGHTS OF MORTGAGEES.

20.1 Approvals. Written consent of the Institutional Mortgagee of a Unit shall be required for any amendment to the Declaration which would decrease the Unit's share of Ownership of the Common Elements, except as otherwise provided in Section 17.

20.2 Notice of Casualty or Condemnation. In the event of condemnation, eminent domain proceedings, or substantial damage to, or destruction of, any Unit or any part of the Common Elements, the record holder of any first mortgage on an affected Unit shall be entitled to notice.

20.3 First Mortgage Foreclosure. Unless otherwise provided by law, if the mortgagee of a first mortgage of record acquires title to a Condominium Parcel as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, the mortgagee shall not be liable for such share of the Common Expenses or Assessments attributable to the Condominium Parcel, or chargeable to the former Owner of the parcel, which came due prior to the mortgagee's acquisition of title. If the law requires the mortgagee to be liable, the mortgagee's liability shall be limited to the amount required by law. Any other person acquiring title shall pay the amount owed to the Association to record a Claim of Lien against the Unit and proceed in the same manner as provided for the collection of unpaid Assessments. Any unpaid share of Common Expenses for which such acquirer is exempt from liability becomes a Common Expense collectible from all Unit Owners, including such acquirer and his successors and assigns. No Owner or acquirer of title to a Unit by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any Assessments coming due during the period of such Ownership.

20.4 Redemption. If proceedings are instituted to foreclose any mortgage or lien on any Unit, the Association, on behalf of one or more Owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may

purchase the Unit at the foreclosure sale. Any mortgagee shall have an unrestricted, absolute right to accept title to the Unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the Unit at the foreclosure sale.

20.5 Right to Inspect Books. The Association shall make available to institutional mortgagees requesting same, current copies of the Condominium Documents and the books, records and financial statements of the Association. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be provided at the expense of the person requesting them.

20.6 Financial Statement. Any institutional mortgagee is entitled, upon written request, to a copy of the financial statement of the Association for the immediately preceding fiscal year.

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

20.7.1 Any sixty (60) day or longer delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds a mortgage.

20.7.2 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

20.7.3 Any proposed action that requires the consent of a specified percentage of mortgage holders.

21. DECLARANT'S RIGHTS AND DUTIES. Notwithstanding any other provision of this Declaration, so long as the Declarant or any successor in interest to the Declarant holds any Unit in the Condominium for sale in the ordinary course of business, the following provisions shall apply:

21.2 Assignment. All or any of the rights, privileges, powers and immunities granted or reserved to the Declarant in the Condominium Documents may be assigned by the Declarant to any person or entity without the consent of any other Owner or any holder of a mortgage secured by any Unit. In the event of the foreclosure of any mortgage owed by the Declarant, or deed in lieu of such foreclosure, the person first acquiring title to such interest by reason of such foreclosure, or deed in lieu of foreclosure, shall succeed to all rights, powers, privileges and immunities of the Declarant.

21.3 Amendments by Declarant. Subject to Section 7.1, above, and the express limitations set forth below, the Declarant shall have the right up to the time of turnover of control of the Association, to amend this Declaration and its exhibits in any manner and for any purpose the Declarant deems desirable, except that an amendment which increases or decreases the collective total square footage of land area of Units in the Condominium by more than twenty percent (20%) or dilutes any Owner's Voting Interest shall require the approval of one hundred (100%) percent of the Voting Interests of the Association. An amendment which alters the size or the perimeter configuration of a Unit without

substantially increasing or decreasing the total square footage of land area of all Units comprising the Condominium shall only require the approval of the record owners of the Units to be modified. Subject to the limitations in (a) – (i) below, amendments which do not change the size or configuration of a Unit may be made and executed solely by the Declarant and recorded in the Public Records of Lee County, Florida, without any requirement of securing the consent of any Unit Owner or the Owner or holder of any lien encumbering a Condominium Parcel. After turnover of control, amendments to this Declaration shall be made pursuant to the procedures contained in Section 22, below. Notwithstanding the foregoing, unless such amendment is made to comply with the requirements of the storm water management system permit for the Condominium Property, no amendment by Declarant may materially alter the rights or obligations of any Unit Owner nor (a) alter or restrict the use rights of any Unit owner, (b) place restrictions on the advertising, marketing, sale, leasing or other transfer of a Unit (or any portion thereof), (c) impose architectural review requirements or private architectural standards on a Unit, (d) create additional easements over a Unit or adversely affect the easement rights appurtenant to a Unit, (e) impose additional maintenance obligations or other affirmative obligations on a Unit Owner, (f) impose rules and/or regulations on any Unit, (g) restrict or limit access, drainage or other services provided to an Owner under this Declaration or by other service provider, (h) change the size or configuration of any Unit, or (i) change any Owner's proportion or percentage of Common Expenses or Common Surplus without the Owner of such Unit's written joinder to such amendment. The Declarant shall also have no right to amend this Declaration for the purpose of permitting the Association to acquire any interest in Recreational Facilities nor for the purpose of implementing any rules or regulations.

21.4 Turnover. The Declarant may turn over control of the Association to Owners other than the Declarant prior to the statutory dates, by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Declarant to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of the Declarant's decision to cause its appointees to resign is given to Unit Owners, neither the Declarant, nor such appointees shall be liable in any manner in connection with such resignations, even if Owners other than the Declarant refuse or fail to assume control. If the Declarant holds Units for sale in the ordinary course of business, the Association will not, without approval in writing by the Declarant take any action that would be detrimental to the sales or leasing of Units by the Declarant. However, an increase in Assessments for Common Expenses without discrimination against the Declarant shall not be deemed to be detrimental to the sales or leasing of Units. In addition, the Declarant SHALL turnover control of the Association ("Turnover") by no later than one hundred twenty (120) days after the closing of the sale and conveyance of either Unit 2 or Unit 3 (whichever occurs first); however, if Declarant sales Unit 2 and Unit 3 at the same time, then Declarant shall effectuate Turnover prior to or in conjunction with the closing of such sale. In addition, the sale and conveyance of a majority of the ownership interest in Declarant shall also be deemed a concurrent sale of Unit 2 and Unit 3, requiring Declarant to effectuate Turnover in conjunction with the closing of such corporate transaction.

22. AMENDMENT OF DECLARATION. Except for amendments made by Declarant pursuant to Section 21, above, all amendments to this Declaration shall be proposed and adopted in the following manner:

22.1 Proposal. Amendments to this Declaration may be proposed by the Board of Directors, by written petition to the Board signed by the Owners of at least twenty five percent (25%) of the total Voting Interests.

22.2 Procedure. Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can still be given. Amendments to subdivide a Unit or alter the size or configuration of a Unit and which require only a vote of the Owners in the Unit(s) to be modified shall be submitted to a vote by the special procedures set forth below and in the Bylaws.

22.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Condominium Documents (including, without limitation, Section 7.1, above), this Declaration may be amended if the proposed amendment is approved by at least sixty-seven percent (67%) of the Voting Interests who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose. Alternatively, amendments may be adopted without a meeting following the procedure set forth in Section K of Article IV of the Bylaws. However, no amendment may materially alter any rights or obligations of any Owner nor (a) alter the use rights of any Unit owner, (b) place restrictions on the advertising, marketing, sale or leasing of a Unit (or any portion thereof), (c) impose architectural review requirements or private architectural standards on a Unit, (d) create additional easements over a Unit or adversely affect the easement rights appurtenant to a Unit, (e) impose additional maintenance obligations or other affirmative obligations on a Unit Owner, (f) impose rules and/or regulations on any Unit, (g) restrict or limit access, drainage or other services provided to an Owner under this Declaration or by other service provider, (h) change the size or configuration of any Unit, or (i) change any Owner's proportion or percentage of Common Expenses or Common Surplus without in each instance obtaining such Owner's written joinder to such amendment. In addition, any amendment that purports to enable the Association to acquire any interest in Recreational Facilities or to promulgate any rules or regulations regarding any portion of the Condominium Property other than the Common Elements shall require the approval of 100% of the Voting Interests. The immediately preceding two (2) sentences may not be amended (nor superseded by any provision hereof or subsequent amendment hereto) without the written consent of all Unit Owners.

22.4 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be in the form required by law and shall be executed by the President or Vice President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Lee County, Florida.

22.5 Enlargement of Common Elements. The Common Elements designated by this Declaration may be enlarged to add real property acquired by the Association through amendment of this Declaration. The amendment must be approved by one hundred percent (100%) of the total Voting Interests of the Association. The amendment divests the Association of title and vests title in the Owners without naming them and without further conveyance, in the same proportion as the undivided shares in the Common Elements that are appurtenant to the Units.

22.6 Correction of Errors. If there is an omission or error in this Declaration of Condominium or in other documents required by Florida law to establish the Condominium, the Association may correct the error or omission by following the procedures set forth in the Condominium Act.

22.7 Amendment of Provision Relating to Declarant. As long as the Declarant holds any Unit in the Condominium for sale or lease in the ordinary course of business, no amendment shall be effective which changes any provision relating specifically to or adversely affecting the Declarant's rights hereunder, without the Declarant's prior written consent.

22.8 Surface Water Management System. Any amendment proposed to this Declaration or the Condominium Documents which would affect the Surface Water Management System, or water management portions of the Common Elements must be submitted to the District for a determination of whether the amendment necessitates a modification of the District Permit. If a modification is necessary, the District will so advise the permittee. Any amendment to this Declaration that is required in order to comply with the requirements of the South Florida Water Management District need only be approved by a majority of the Board of Directors of the Association and such amendment shall not be deemed to materially nor adversely affect the rights of any Unit Owner.

22.9 Amendment of Parking Provisions. Notwithstanding anything to the contrary in this Declaration, any amendment (including any amendment by Declarant) that would alter, change, reduce or otherwise affect Section 13.6 or other parking provisions herein will not be effective without the prior written consent of the Owner of Unit 1.

23. MISCELLANEOUS.

23.1 Severability. The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any recorded exhibit to this Declaration, shall not affect the remaining portions.

23.2 Applicable Statutes. The validity, application and construction of this Declaration and its recorded exhibits shall be governed by the Laws of Florida, particularly the Florida Condominium Act, as the same may be amended from time to time.

23.3 Conflicts. If there is a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act shall control. If there is a conflict between this Declaration and the Association's Articles of Incorporation or Bylaws, the Declaration shall control.

23.4 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

23.5 Exhibits. There is hereby incorporated within this Declaration any materials contained in the exhibits hereto which, under the Condominium Act, are required to be part of the Declaration.

23.6 Singular, Plural and Gender. Whenever the context so requires, the use of the plural shall include the singular and the plural, and the use of any gender shall be deemed to include all genders.

23.7 Headings. The headings used in the Condominium Documents are for reference purposes only, and do not constitute substantive matter to be considered in construing the terms and provisions of these documents.

23.8 Duration of Covenants. The covenants and restrictions of this Declaration shall run with and bind the Condominium Property, and shall insure to the benefit of and be enforceable by the Declarant, the Association or the Unit Owners subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time, said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the then Owners of two-thirds (2/3) of the Units have been recorded agreeing to change or terminate said covenants and restrictions in whole or in part. Violation or breach of any conditions, covenants or restrictions herein contained shall give the Declarant and/or Association and/or the Unit Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants or restrictions and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Unit Owner(s), provided such proceeding results in a finding that such Unit Owner was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by Declarant and/or the Association in seeking such enforcement.

23.9 Cooperation. Declarant has contemporaneously with the recording of this Declaration conveyed Unit 1 to PAC Estero Apartments, LLC, a Florida limited liability company ("PAC"). PAC intends to develop Unit 1 as a residential community and related uses, improvements and amenities (collectively "PAC Development"). Declarant agrees not to oppose any application or other submission with respect to the land use, zoning, design, engineering, permits or other approvals for the PAC Development, to attempt to restrict the development of the PAC Development or Unit 1 in any way (collectively "Adverse Action"), or support any adverse Action undertaken by any third party, including any government or agency. This Section shall be binding on Declarant and its successors and assigns, including its successors in title to Unit 2 and/or Unit 3 of the Condominium. Likewise, PAC agrees no to take any Adverse Action with respect to any re-development of Unit 2 or Unit 3 and PAC agrees that this Section shall be binding on its successors in title to Unit 1.

{remainder of page intentionally left blank}

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

[Signature]

LONG BAY PARTNERS LLC,
a Florida limited liability company

By: Bonita Bay Properties, Inc.,
a Florida corporation, its Manager

Witness # 1
Print Name: Ryan W. Haughley
Address: 11325 Palmetto Ridge
Naples FL 34110

By: [Signature]
John Greeley, Vice President

Witness # 2
Print Name: VINCENT O. BARBERO
Address: 15376 NUNNINGTON CT
FF. MYERS, FL 33912

STATE OF FLORIDA)
) ss:
COUNTY OF Lee)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4 day of December, 2024, by John Greeley as Vice President of Bonita Bay Properties, Inc., a Florida corporation, Manager of LONG BAY PARTNERS LLC, a Florida limited liability company, on behalf of the corporation and company. He is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]

[Signature]

Print Name: Rouxann M. Ruberte
Notary Public, State of Florida
Commission #: HH293336
My Commission Expires: July 26, 2026



ROUXANN M. RUBERTE
Commission # HH 293336
Expires July 26, 2026

JOINDER PARTY:

Patricia D. Triche

Witness # 1

Print Name: PATRICIA D. TRICHE

Address: 9100 SW 122 PL #430
MIAMI, FL 33186

Nancy Douglas

Witness # 2

Address: 7501 SW 140 St.

PALMETTO Bay, FL 33158

TOP-CR ASSOCIATES, L.L.C.,
a Florida limited liability company

By: TOP-CR Associates, Ltd.,
a Florida limited partnership,
its sole Manager

By: Newcaster Devcorp, Inc.,
a Florida corporation
its: General Partner

By: Elias Vassilaros

Elias Vassilaros, Vice President

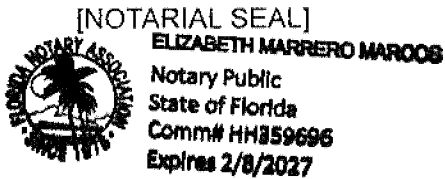
STATE OF FLORIDA)
) ss:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4 day of December, 2024, by Elias Vassilaros as Vice President of Newcaster Devcorp, Inc., a Florida corporation, as General Partner of TOP-CR ASSOCIATES, LTD., a Florida limited partnership, Manager of TOP-CR Associates, L.L.C., a Florida limited liability company, on behalf of such entities. He is personally known to me or who has produced Drivers License as identification.

Elizabeth Marrero Marcos

Elizabeth Marrero Marcos

Print Name: _____
Notary Public, State of Florida
Commission #: HH 359696
My Commission Expires: 2/08/2027

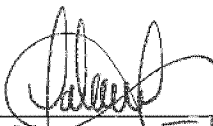


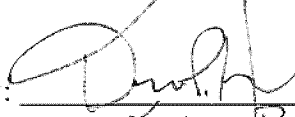
JOINER AND CONSENT


The undersigned is the holder of an Amended and Restated Leasehold Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing recorded in the Official Records of Lee County, Florida (the "Official Records"), under Instrument Number 2020000039420 (the "Mortgage"), and UCC Financing Statement recorded in the Official Records under Instrument Number 2020000039422 (the "Financing Statement"), encumbering Tenant's leasehold interest in the Property. The undersigned hereby joins and consents to the foregoing Amendment to Net Lease and Partial Termination Agreement, and agrees to release the Land Unit from the lien of the Mortgage and the Financing Statement by recording applicable partial releases (or partial termination, as applicable) of same among the Official Records and, in the case of the Financing Statement, in the Florida Secured Transaction Registry.

Signed in the presence of:

FIRST HORIZON BANK,
a Tennessee banking corporation
(as successor by merger to Iberiabank)


Print Name: Tatiana Arrazola
Address: 2150 Goodlette Frank Rd
Naples, FL 34102

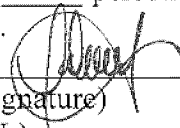
By: 
Name: KEVIN P. HAGAN
Title: SVP


Print Name: Eric Lesur
Address: 2150 Goodlette Rd
Naples, FL 34102

STATE OF FLORIDA

COUNTY OF Collier

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 9 day of December, 2024, by Kevin P. Hagan the SVP of FIRST HORIZON BANK, a Tennessee banking corporation, on behalf of the bank. Such person is personally known to me or produced as identification.


(Notary Signature)
(NOTARY SEAL)

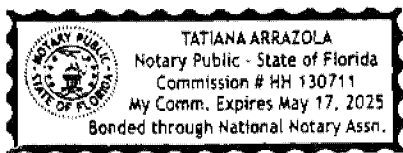


Exhibit "A"

Legal Description of Land

PROPERTY DESCRIPTION:

ALL THAT PART OF SECTION 11, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT E OF SHADOW WOOD AT THE BROOKS UNIT FIVE, AS RECORDED IN PLAT BOOK 65, PAGE 23 THROUGH 28, LEE COUNTY, FLORIDA; THENCE SOUTH 01°33'57" EAST, A DISTANCE OF 563.70 FEET ALONG THE WEST RIGHT-OF-WAY OF THREE OAKS PARKWAY TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING FOR ITS ELEMENTS A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD OF 70.71 FEET, A CHORD BEARING OF SOUTH 43°26'03" WEST, AND ARC DISTANCE OF 78.54 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF COCONUT ROAD; THENCE SOUTH 88°26'03" WEST, ALONG THE NORTH RIGHT-OF-WAY OF COCONUT ROAD A DISTANCE OF 870.87 FEET; THENCE, LEAVING SAID NORTH RIGHT-OF-WAY NORTH 01°34'02" WEST, A DISTANCE OF 382.26 FEET TO A POINT ON THE SOUTH LINE OF TRACT C-1 OF SHADOW WOOD AT THE BROOKS UNIT THREE; THENCE SOUTH 87°34'35" EAST, ALONG SAID SOUTH LINE OF TRACT C-1 A DISTANCE OF 258.81 FEET; THENCE NORTH 85°58'28" EAST, A DISTANCE OF 143.76 FEET; THENCE NORTH 58°20'16" EAST, A DISTANCE OF 30.84 FEET; THENCE NORTH 01°33'57" WEST, A DISTANCE OF 17.34 FEET; THENCE NORTH 58°20'16" EAST, A DISTANCE OF 72.17 FEET; THENCE NORTH 43°47'40" EAST, A DISTANCE OF 195.02; THENCE NORTH 02°43'41" EAST, A DISTANCE OF 2.63 FEET; THENCE NORTH 48°31'36" EAST, A DISTANCE OF 54.00 FEET TO A SOUTHEAST CORNER OF TRACT C-1, AND THE SOUTHWEST CORNER OF TRACT E; THENCE NORTH 88°26'03" EAST, ALONG THE SOUTH LINE OF TRACT E A DISTANCE OF 249.56 FEET TO THE POINT OF BEGINNING.

Exhibit "B"

Survey and Plot Plan Exhibit Sheets

EXHIBIT B

**BROOKS TOWN CENTER,
A COMMERCIAL LAND CONDOMINIUM**

Certificate of Surveyor

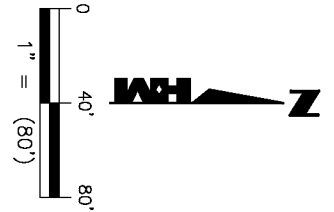
The undersigned, being a surveyor authorized to practice in the State of Florida, pursuant to Section 718.104(4) (e), Florida Statutes, hereby certifies that that the attached Exhibit "B" to the Declaration of Condominium, together with the provisions of the Declaration of Condominium describing the condominium property, is an accurate representation of the location and dimensions of the units. Each unit within the Condominium can be determined from these materials. Since the Condominium is a land condominium (and, by the terms of the Declaration to which this certificate is attached, specifically excludes all improvements), there are no improvements for which a certification of substantial completion is or will be required.


Thomas M. Murphy

Professional Surveyor and Mapper #LS5628
NOT VALID WITHOUT THE SIGNATURE AND
SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER

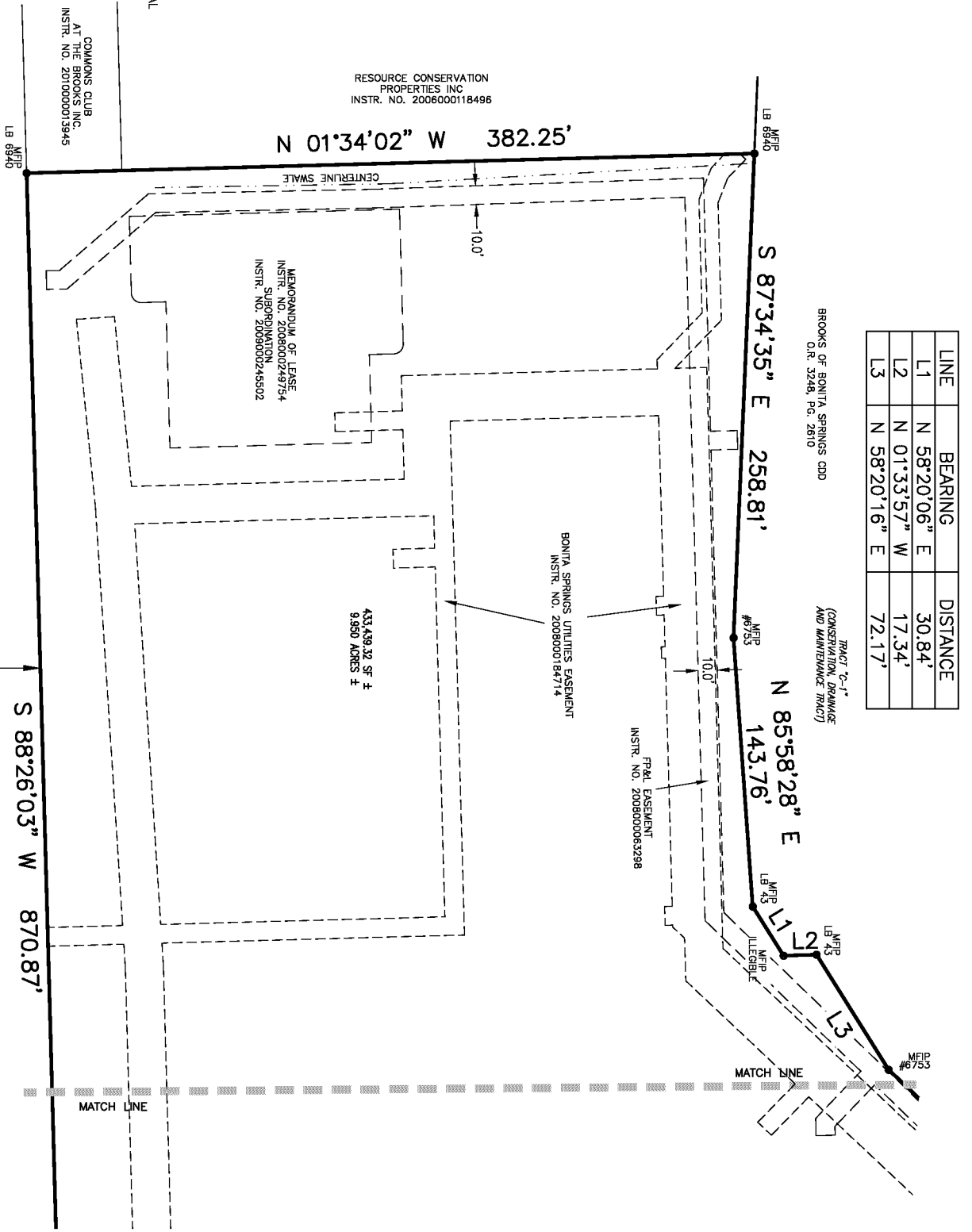
DATE SIGNED: 12/4/2024

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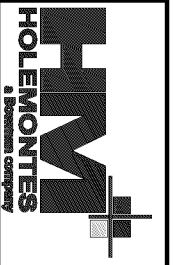


LINE	BEARING	DISTANCE
L1	N 58°20'06" E	30.84'
L2	N 01°33'57" W	17.34'
L3	N 58°20'16" E	72.17'

- LEGEND
- C1 = SEE CURVE TABLE
 - MFP ○ FOUND 5/8" IRON PIN
 - MFP ▲ FOUND NAIL /DISK "LB1772"
 - ▭ COMMUNICATION SERVICE PEDDESTAL
 - ▭ DRAINAGE INLET
 - ▭ DRAINAGE MANHOLE COVER
 - ▭ CONCRETE POLE WITH LIGHT
 - ▭ TRANSFORMER
 - ▭ FIRE HYDRANT
 - ▭ FIRE MAIN GATE VALVE
 - ▭ SANITARY CLEANOUT
 - ▭ SANITARY MANHOLE COVER
 - ▭ WATER VALVE



PARTY CHIEF/FIELD BOOK:	DATE:
BH	2/11/2020
DRAWN BY:	DATE:
JNH/BEN	8/12/2024
SHEET #	OF SHEET
1	24
SEC-TWN-RGE	
11-47-25	

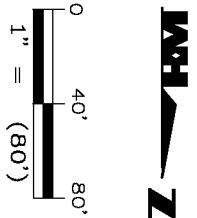


6200 Whiskey Creek Dr.
 Ft. Myers, FL 33919
 Phone: (239) 985-1200
 Florida Certificate of
 Authorization No. 1772

**BROOKS TOWN CENTER A
 COMMERCIAL LAND CONDOMINIUM
 BOUNDARY SURVEY**

DRAWING NO.	H-2383-1
PROJECT NO.	2023.069
FILE NAME:	2023L069 BNDY 8X11 (R1).dwg

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LINE	BEARING	DISTANCE
L4	N 02°43'41" E	2.63'
L5	N 48°31'36" E	54.00'

CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	50.00'	90°00'00"	70.71'	S 43°26'03" W	78.54'

COCONUT ROAD
(150' PUBLIC RIGHT-OF-WAY)

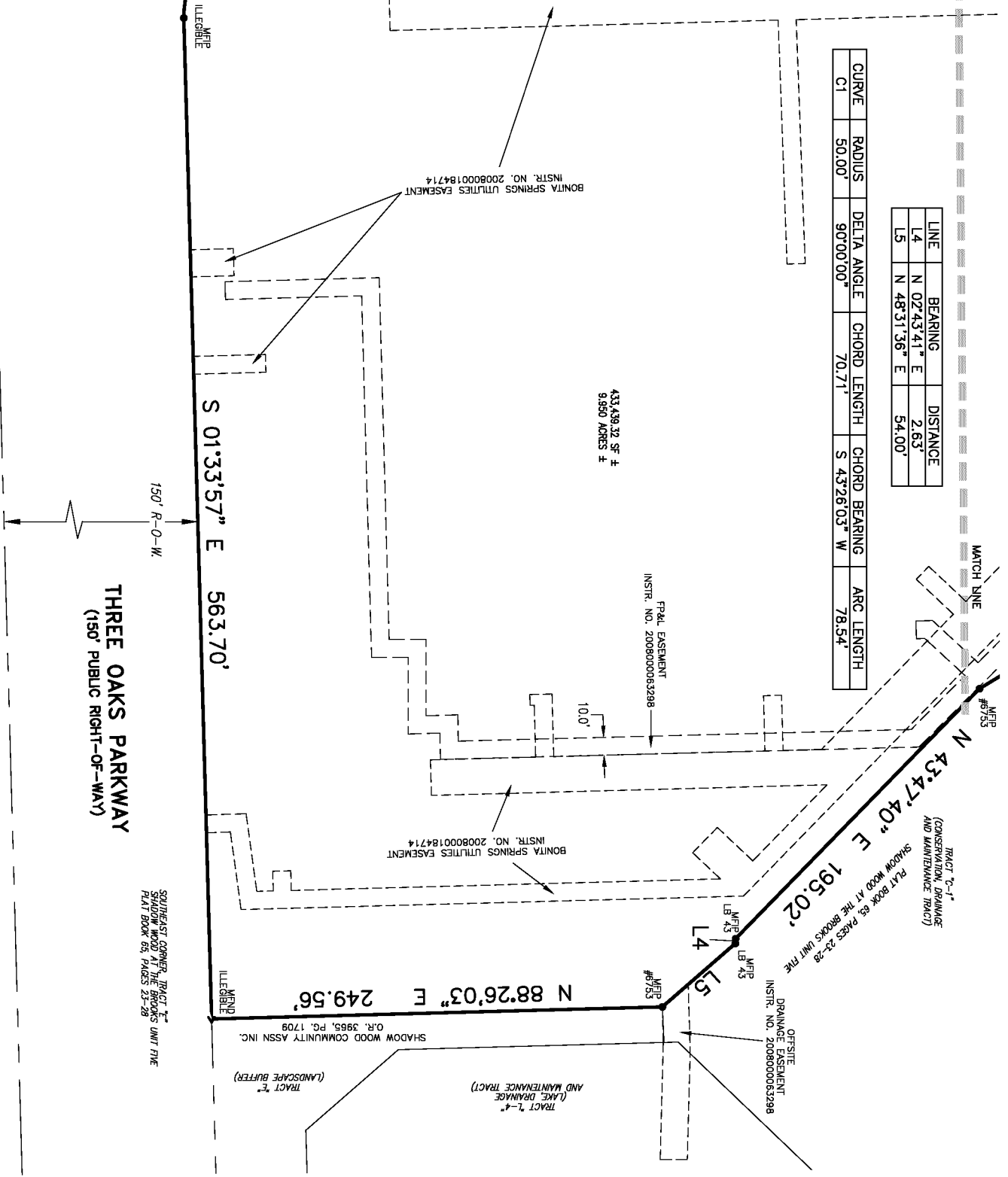
S 88°26'03" W 870.87'

S 01°33'57" E 563.70'

N 88°26'03" E 249.56'

N 43°47'40" E 195.02'

- LEGEND
- C1 = SEE CURVE TABLE
 - MFP ○ FOUND 5/8" IRON PIN
 - MFP △ FOUND NAIL /DISK "L81772"
 - MFP □ COMMUNICATION SERVICE PEDESTAL
 - ▣ DRAINAGE INLET
 - DRAINAGE MANHOLE COVER
 - TRANSFORMER
 - CONCRETE POLE WITH LIGHT
 - FIRE HYDRANT
 - FIRE MAIN GATE VALVE
 - SANITARY CLEANOUT
 - SANITARY MANHOLE COVER
 - WATER VALVE



PARTY CHIEF/FIELD BOOK:	DATE:
BH	2/11/2020
DRAWN BY:	DATE:
JNH/BEN	8/12/2024
SHEET #	OF SHEET
2	24
SEC-TOWN-RGE	
11-47-25	

6200 Whiskey Creek Dr.
Ft. Myers, FL 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No. 17772

**BROOKS TOWN CENTER A
COMMERCIAL LAND CONDOMINIUM
BOUNDARY SURVEY**

DRAWING NO.
H-2383-1
PROJECT NO.
2023.069
FILE NAME:
2023.069 BNDY 8X11 (R1).dwg

PROPERTY DESCRIPTION:

ALL THAT PART OF SECTION 11, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT E OF SHADOW WOOD AT THE BROOKS UNIT FIVE, AS RECORDED IN PLAT BOOK 65, PAGE 23 THROUGH 28, LEE COUNTY, FLORIDA; THENCE SOUTH 01°33'57" EAST, A DISTANCE OF 563.70 FEET ALONG THE WEST RIGHT-OF-WAY OF THREE OAKS PARKWAY TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING FOR ITS ELEMENTS A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD OF 70.71 FEET, A CHORD BEARING OF SOUTH 43°26'03" WEST, AND ARC DISTANCE OF 78.54 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF COCONUT ROAD; THENCE SOUTH 88°26'03" WEST, ALONG THE NORTH RIGHT-OF-WAY OF COCONUT ROAD A DISTANCE OF 870.87 FEET; THENCE, LEAVING SAID NORTH RIGHT-OF-WAY NORTH 01°34'02" WEST, A DISTANCE OF 382.26 FEET TO A POINT ON THE SOUTH LINE OF TRACT C-1 OF SHADOW WOOD AT THE BROOKS UNIT THREE; THENCE SOUTH 87°34'35" EAST, ALONG SAID SOUTH LINE OF TRACT C-1 A DISTANCE OF 258.81 FEET; THENCE NORTH 85°58'28" EAST, A DISTANCE OF 143.76 FEET; THENCE NORTH 58°20'16" EAST, A DISTANCE OF 30.84 FEET; THENCE NORTH 01°33'57" WEST, A DISTANCE OF 17.34 FEET; THENCE NORTH 58°20'16" EAST, A DISTANCE OF 72.17 FEET; THENCE NORTH 43°47'40" EAST, A DISTANCE OF 195.02; THENCE NORTH 02°43'41" EAST, A DISTANCE OF 2.63 FEET; THENCE NORTH 48°31'36" EAST, A DISTANCE OF 54.00 FEET TO A SOUTHEAST CORNER OF TRACT C-1, AND THE SOUTHWEST CORNER OF TRACT E; THENCE NORTH 88°26'03" EAST, ALONG THE SOUTH LINE OF TRACT E A DISTANCE OF 249.56 FEET TO THE POINT OF BEGINNING.

ITEMS LISTED IN THE TITLE SEARCH REPORT ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, HAVING A FILE NO. 1062-4735084, WITH A SEARCH DATE THROUGH APRIL 23, 2020 AT 8:00 AM HAVE BEEN REVIEWED AS FOLLOWS:

THIS PROPERTY FALLS WITHIN RIGHTS IN DEED BOOK 220, PG. 359, AND O.R. 2672, PG. 3963, BLANKET IN NATURE.

THIS PROPERTY DOES NOT FALL WITHIN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, O.R. BOOK 2672, PG. 3942, WITH O.R. 2677, PG. 583 AND O.R. 2801, PG. 3084.

THIS PROPERTY FALLS WITHIN O.R. 2879, PG. 4102, BLANKET IN NATURE.

THIS PROPERTY FALLS WITHIN O.R. 3209, PG. 1880, BLANKET IN NATURE.

THIS PROPERTY FALLS WITHIN O.R. 3618, PG. 1922, BLANKET IN NATURE.

THIS PROPERTY FALLS WITHIN O.R. 2980, PG. 2061, BLANKET IN NATURE.

THIS PROPERTY FALLS WITHIN O.R. 2866, PG. 10, TOGETHER WITH O.R. 2992, PG. 52, O.R. 3009, PG. 3579, O.R. 3037, PG. 2111, O.R. 3020, PG. 2333, O.R. 3206, PG. 4363, O.R. 3647, PG. 2257, O.R. 3663, PG. 1642 AND INSTR. NO. 2007000291455, BLANKET IN NATURE.

THIS PROPERTY FALLS WITHIN O.R. 2189, PG. 3281 AND O.R. 2189, PG. 3334, BLANKET IN NATURE.

EASEMENT, INSTR. NO. 2008000063298 IS LOCATED ON THIS PROPERTY AS SHOWN HEREON.

THIS PROPERTY FALLS WITHIN INSTR. NO. 200800007955, BLANKET IN NATURE.

EASEMENT, INSTR. NO. 2008000151998 AS RE-RECORDED/REPLACED BY INSTR. NO. 2008000184714 IS LOCATED ON THIS PROPERTY AS SHOWN HEREON.

THIS PROPERTY FALLS WITHIN INSTR. NO. 2009000120956, BLANKET IN NATURE.

THIS PROPERTY FALLS WITHIN INSTR. NO. 2007000117135, TOGETHER WITH INSTR. NO. 2007000266856, INSTR. NO. 2007000266857, INSTR. NO. 2007000266858, INSTR. NO. 2007000266859, INSTR. NO. 2008000121443, INSTR. NO. 2010000162332, INSTR. NO. 2013000090808, INSTR. NO. 2013000155415, INSTR. NO. 2017000131220, INSTR. NO. 2018000183067, INSTR. NO. 202000039419, INSTR. NO. 202000039420, INSTR. NO. 202000039422 AND INSTR. NO. 202000039423, BLANKET IN NATURE.

MEMORANDUM OF LEASE INSTR. NO. 2007000525965 TOGETHER WITH INSTR. NO. 2007000274030 AND INSTR. NO. 2007000288440 FALLS WITH THIS PROPERTY, HOWEVER THE SUBTENDANT LEASE AREA (GROCERY STORE) IS VACANT.

MEMORANDUM OF LEASE INSTR. NO. 2008000249754 AND SUBORDINATION INSTR. NO. 2009000245502 ARE LOCATED ON THIS PROPERTY AS SHOWN HEREON.

NOTES:

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS REFER TO THE NORTH RIGHT-OF-WAY LINE OF COCONUT RD AS BEING S88°26'03"W.

THIS SURVEY MEETS THE RELATIVE POSITIONAL PRECISION AS PER SECTION 3.E.1-V.

PUBLIC RIGHT-OF-WAY INFORMATION WAS BASED UPON LEE COUNTY PROPERTY APPRAISER G.I.S. WEB SITE.

AT THE TIME OF SURVEY, THIS PROPERTY WAS LOCATED IN FLOOD ZONE X AREAS OF MINIMAL FLOOD HAZARD AND IN FLOOD ZONE AH, AREAS DETERMINED TO HAVE A FLOOD ELEVATION OF 15.0, AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP (F.I.R.M.) HAVING MAP NO. 12071 C 0593 H, HAVING A F.I.R.M. INDEX DATED 11/17/2022. CONSULT COMMUNITY FLOOD PLAIN MANAGEMENT OFFICE FOR CURRENT FLOOD ZONE INFORMATION.

PROPERTY AREA: 9.95 ACRES, MORE OR LESS.

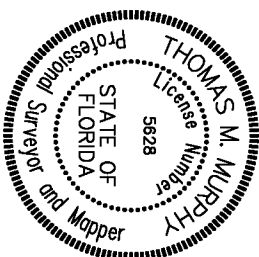
THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TO:


- TOP-CR ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY
- IBERIABANK, ITS SUCCESSORS AND ASSIGNS
- FIRST AMERICAN NATIONAL TITLE INSURANCE COMPANY

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

BY THOMAS M. MURPHY LSS628
STATE OF FLORIDA



PARTY CHIEF/FIELD BOOK:		DATE:	2/11/2020
DRAWN BY:	JNH/BEN	DATE:	8/12/2024
SHEET #	3	OF SHEET	24
SEC-TWN-RGE	11-47-25		



HOLE MONTES
A Professional Company

6200 Whiskey Creek Dr.
Ft. Myers, FL 33919
Phone: (239) 985-1200
Florida Certificate of Authorization No. 1772

BROOKS TOWN CENTER A

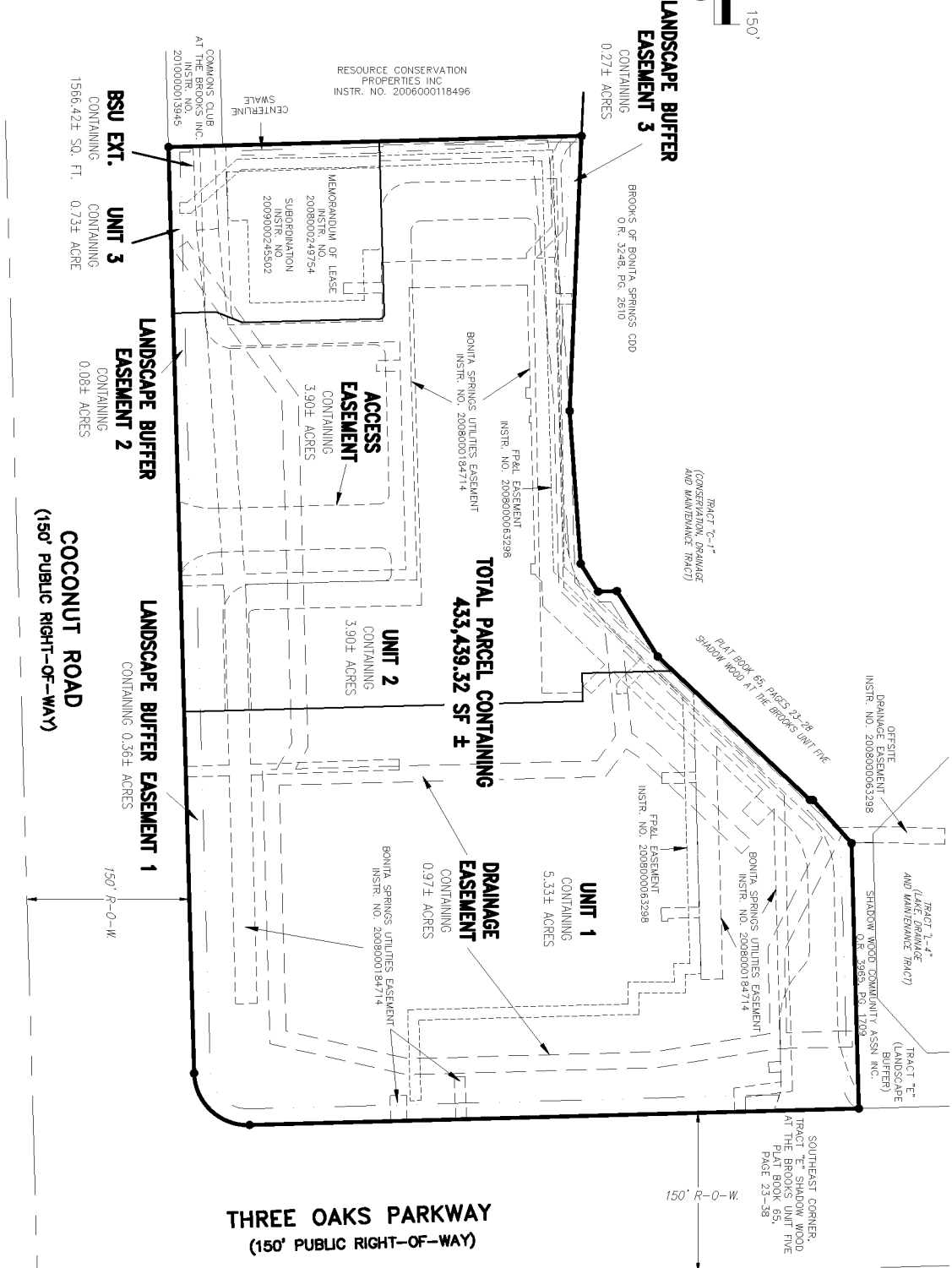
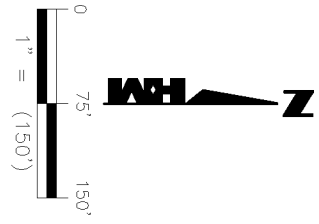
COMMERCIAL LAND CONDOMINIUM

BOUNDARY SURVEY

DRAWING NO.	H-2383-1
PROJECT NO.	2023.069
FILE NAME:	2023.069 INSTR 0311 (R1).dwg

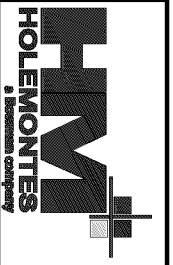
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BROOKS TOWN CENTER A COMMERCIAL LAND CONDOMINIUM



NOT A SURVEY

PARTY CHIEF/FIELD BOOK:	DATE:
BH	2/11/2020
DRAWN BY:	DATE:
JNH	8/12/2024
SHEET #	OF SHEET
4	24
SEC-TOWN-RGE	
11-47-25	



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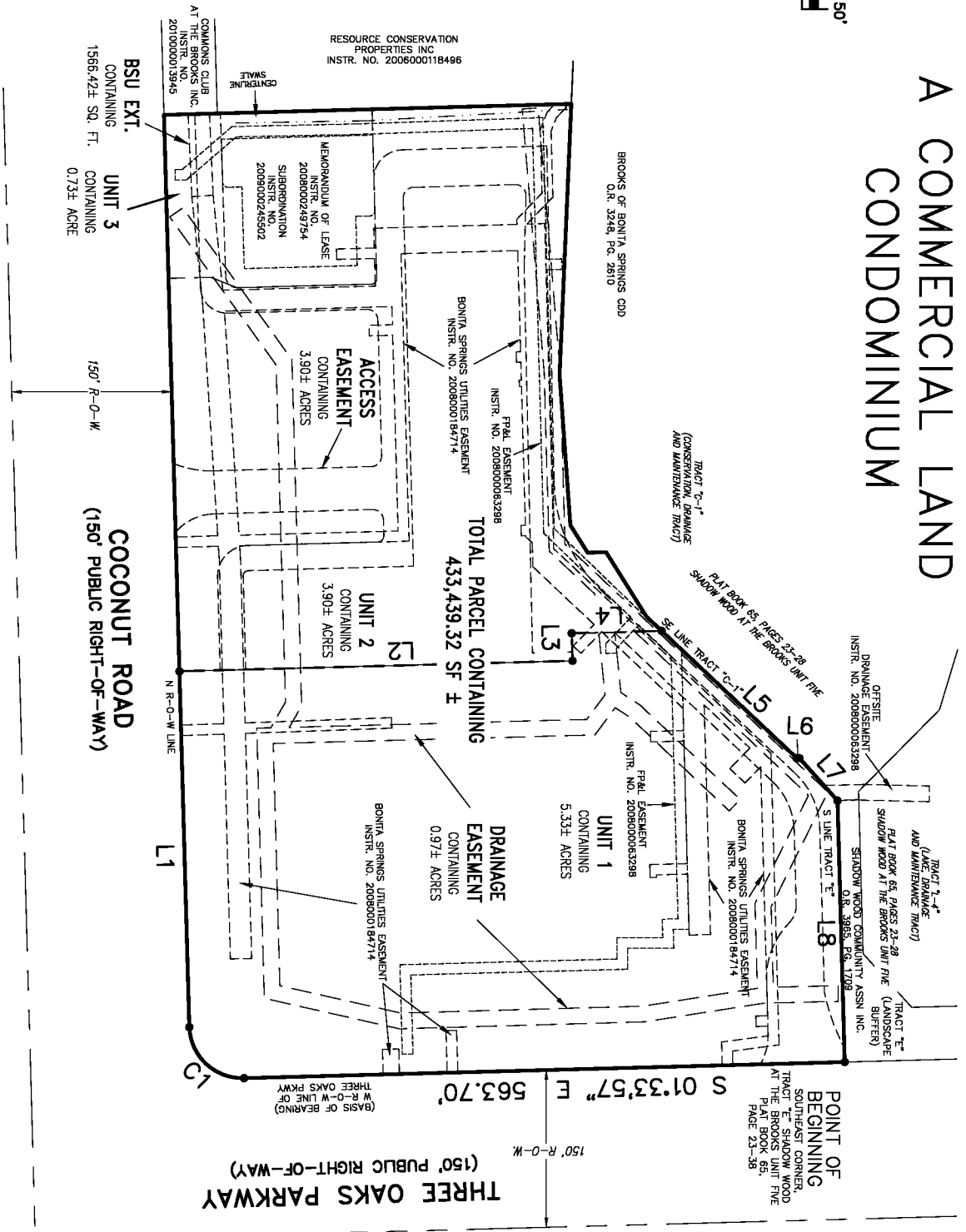
BROOKS TOWN CENTER A
COMMERCIAL LAND CONDOMINIUM
SITE PLAN

DRAWING NO.	H-2383-1
PROJECT NO.	2023.069
FILE NAME:	2023.069 SITE MAP (R1).dwg

C:\Temp\AcPublish_24338\2023.069 S&L UNIT 1 (R1).dwg Tab: UNIT 1 (S) Aug 13, 2024 - 11:23am Plotted by: jharm

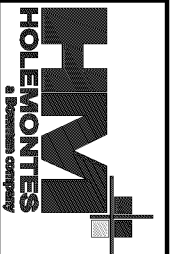


BROOKS TOWN CENTER A COMMERCIAL LAND CONDOMINIUM



NOT A SURVEY

PARTY CHIEF/FIELD BOOK:	DATE:
BH	2/11/2020
DRAWN BY:	DATE:
JNH	8/12/2024
SHEET #	OF SHEET
5	24
SEC-TOWN-RGE	
11-47-25	



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Ft. Myers, FL 33919
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Florida Certificate of
Authorization No. 1772

**BROOKS TOWN CENTER A
COMMERCIAL LAND CONDOMINIUM
UNIT 1**

DRAWING NO.	H-2383-1
PROJECT NO.	2023.069
FILE NAME:	2023.069 S&L UNIT 1 (R1).dwg

C:\Temp\AcPublish_24338\2023.069 S&L UNIT 1 (R1).dwg Tab: UNIT 1 (L) Aug 13, 2024 - 11:23am Plotted by: jharm

BROOKS TOWN CENTER A COMMERCIAL LAND CONDOMINIUM

CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	50.00'	90°00'00"	70.71'	S 43°26'03" W	78.54'

LINE	BEARING	DISTANCE
L1	S 88°26'03" W	339.72'
L2	N 01°33'11" W	368.85'
L3	S 88°26'49" W	26.33'
L4	N 01°33'11" W	84.36'

LINE	BEARING	DISTANCE
L5	N 43°47'40" E	175.37'
L6	N 02°43'41" E	2.63'
L7	N 48°31'36" E	54.00'
L8	N 88°26'03" E	249.56'

LEGAL DESCRIPTION


A PARCEL OF LAND LOCATED IN SECTION 11, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT "E" SHADOW WOOD AT THE BROOKS UNIT FIVE AS RECORDED IN PLAT BOOK 65, PAGE 23-38 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE RUN S01°33'57"E ALONG THE WEST RIGHT OF WAY LINE OF THREE OAKS PARKWAY FOR A DISTANCE OF 563.70 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD OF 70.71 FEET AT A BEARING OF S43°26'03"W, FOR AN ARC LENGTH OF 78.54 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF COCONUT ROAD; THENCE RUN S88°26'03"W ALONG THE SAID NORTH LINE FOR A DISTANCE OF 339.72 FEET; THENCE RUN N01°33'11"W LEAVING SAID NORTH LINE FOR A DISTANCE OF 368.85 FEET; THENCE RUN S88°26'49"W FOR A DISTANCE OF 26.33 FEET; THENCE RUN N01°33'11"W FOR A DISTANCE OF 84.36 FEET TO A POINT ON THE SOUTHEAST LINE OF TRACT "C-1" OF SAID SHADOW WOOD AT THE BROOKS UNIT 5; THENCE RUN N43°47'40"E ALONG THE SAID SOUTHEAST LINE FOR A DISTANCE OF 175.37 FEET; THENCE RUN N02°43'41"E FOR A DISTANCE OF 2.63 FEET; THENCE RUN N48°31'36"E FOR A DISTANCE OF 54.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "E"; THENCE RUN N88°26'03"E ALONG THE SOUTH LINE OF SAID TRACT "E" FOR A DISTANCE OF 249.56 FEET, TO THE POINT OF BEGINNING.

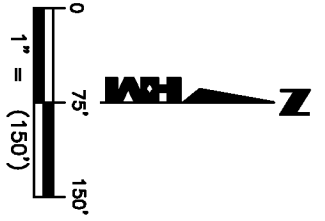
CONTAINING 5.33 ACRES, MORE OR LESS.

BEARINGS REFER TO THE WEST RIGHT OF WAY LINE OF THREE OAKS PARKWAY, AS BEING S01°33'57"E.

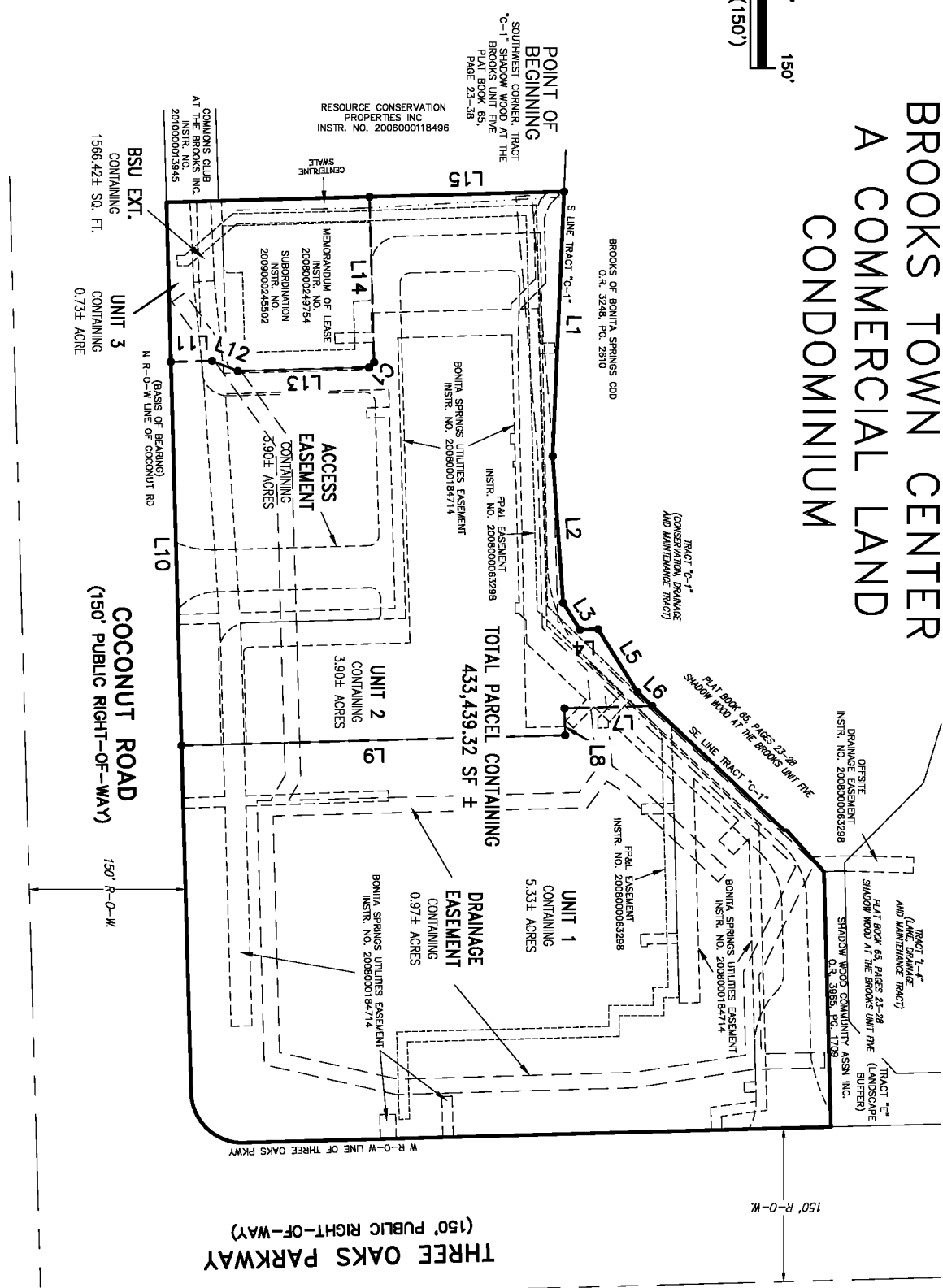
NOT A SURVEY

PARTY CHIEF/FIELD BOOK: BH DRAWN BY: JNH SHEET # 6 SEC-TWN-RGE 11-47-25	DATE: 2/11/2020 DATE: 8/12/2024 OF SHEET 24	 <p>6200 Whiskey Creek Dr. Ft. Myers, FL 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No. 1772</p>	BROOKS TOWN CENTER A COMMERCIAL LAND CONDOMINIUM UNIT 1	DRAWING NO. H-2383-1 PROJECT NO. 2023.069 FILE NAME: 2023.069 S&L UNIT 1 (R1).dwg
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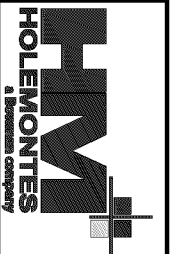


BROOKS TOWN CENTER A COMMERCIAL LAND CONDOMINIUM



NOT A SURVEY

PARTY CHIEF/FIELD BOOK:	DATE:
BH	2/11/2020
DRAWN BY:	DATE:
JNH	8/12/2024
SHEET #	OF SHEET
7	24
SEC-TOWN-RGE	
11-47-25	



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Ft. Myers, FL 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No. 1772

**BROOKS TOWN CENTER A
COMMERCIAL LAND CONDOMINIUM
UNIT 2**

DRAWING NO.	H-2383-1
PROJECT NO.	2023.069
FILE NAME:	2023L069 S&L UNIT 2 (R1).dwg

C:\Temp\AcPublish_24337\2023.069 S&L UNIT 2 (R1).dwg Tab: UNIT 2 (L) Aug 13, 2024 - 11:22am Plotted by: jharm

BROOKS TOWN CENTER A COMMERCIAL LAND CONDOMINIUM

CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	5.00'	89°59'59"	7.07'	N 46°33'57" W	7.85'

LINE	BEARING	DISTANCE
L1	S 87°34'35" E	258.81'
L2	N 85°58'28" E	143.76'
L3	N 58°20'06" E	30.84'
L4	N 01°33'57" W	17.34'
L5	N 58°20'16" E	72.17'
L6	N 43°47'40" E	19.65'
L7	S 01°33'11" E	84.36'

LINE	BEARING	DISTANCE
L8	N 88°26'49" E	26.33'
L9	S 01°33'11" E	368.85'
L10	S 88°26'03" W	375.03'
L11	N 01°33'57" W	39.60'
L12	N 21°54'52" E	26.62'
L13	N 01°33'57" W	126.20'
L14	S 88°25'58" W	161.73'
L15	N 01°34'02" W	187.04'

LEGAL DESCRIPTION


A PARCEL OF LAND LOCATED IN SECTION 11, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT "C-1" SHADOW WOOD AT THE BROOKS UNIT FIVE AS RECORDED IN PLAT BOOK 65, PAGE 23-38 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE RUN S87°34'35"E ALONG THE SOUTH LINE OF SAID TRACT "C-1" FOR A DISTANCE OF 258.81 FEET; THENCE RUN N85°58'28"E FOR A DISTANCE OF 143.76 FEET; THENCE RUN N58°20'06"E FOR A DISTANCE OF 30.84 FEET; THENCE RUN N01°33'57"W FOR A DISTANCE OF 17.34 FEET; THENCE RUN N58°20'16"E FOR A DISTANCE OF 72.17 FEET; THENCE RUN N43°47'40"E FOR A DISTANCE OF 19.65 FEET TO A POINT ON THE SOUTHEAST LINE OF SAID TRACT "C-1"; THENCE RUN S01°33'11"E LEAVING SAID SOUTHEAST LINE FOR A DISTANCE OF 84.36 FEET; THENCE RUN N88°26'49"E FOR A DISTANCE OF 26.33 FEET; THENCE RUN S01°33'11"E FOR A DISTANCE OF 375.03 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF COCONUT ROAD; THENCE RUN S88°26'03"W ALONG THE SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 375.03 FEET; THENCE RUN N01°33'57"W LEAVING SAID NORTH RIGHT OF WAY FOR A DISTANCE OF 39.60 FEET; THENCE RUN N21°54'52"E FOR A DISTANCE OF 26.62 FEET; THENCE RUN N01°33'57"W FOR A DISTANCE OF 126.20 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT; HAVING A RADIUS OF 5.00 FEET, THROUGH A CENTRAL ANGLE OF 89°59'59" AND BEING SUBTENDED BY A CHORD OF 7.07 FEET AT A BEARING OF N46°33'57"W, FOR AN ARC LENGTH OF 7.85 FEET; THENCE RUN S88°25'58"W FOR A DISTANCE OF 161.73 FEET; THENCE RUN N01°34'02"W FOR A DISTANCE OF 187.04 FEET, TO THE POINT OF BEGINNING.

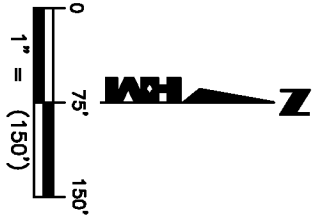
CONTAINING 3.89 ACRES, MORE OR LESS.

BEARINGS REFER TO THE NORTH RIGHT OF WAY LINE OF COCONUT ROAD, AS BEING S88°26'03"W.

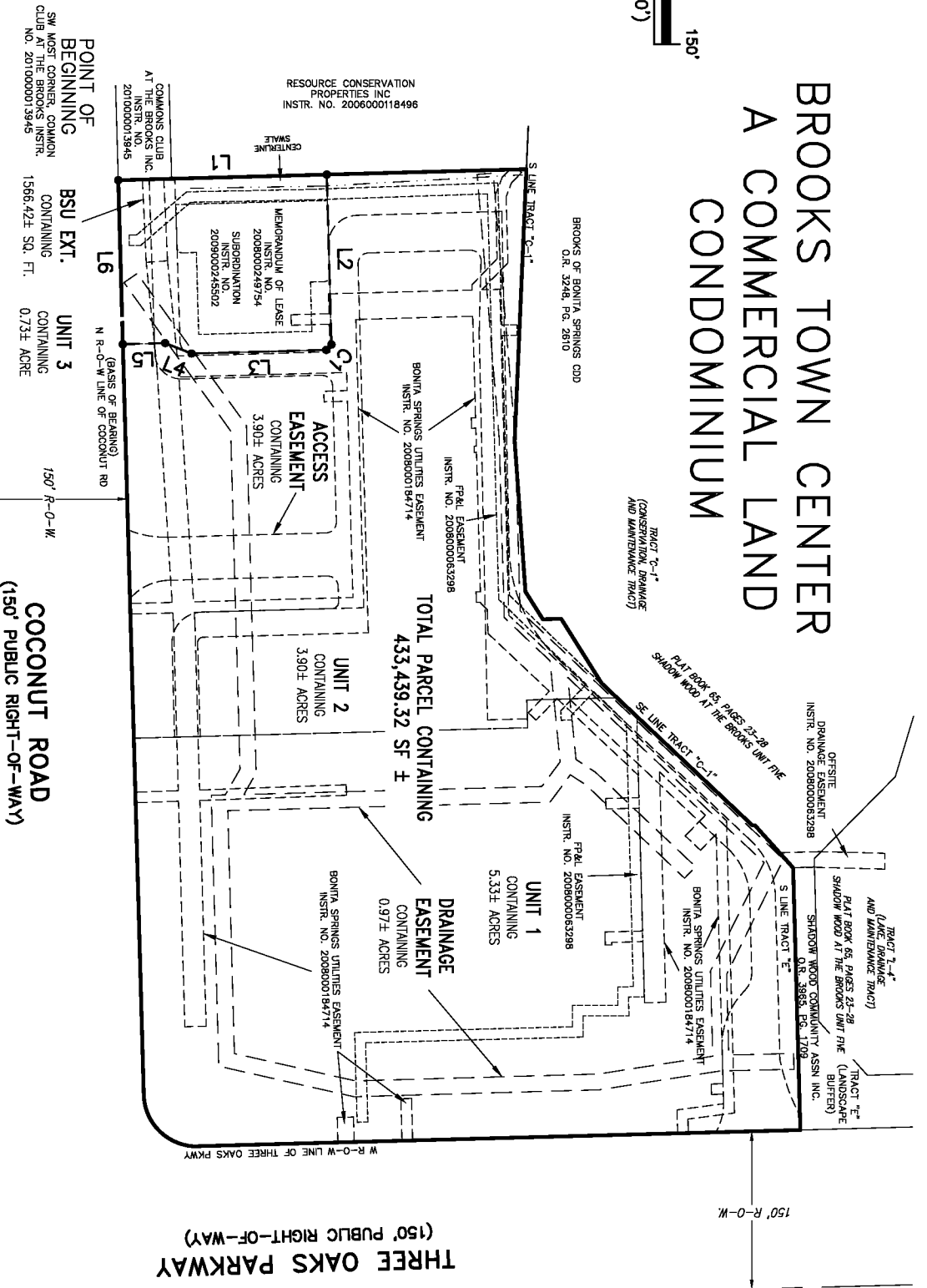
NOT A SURVEY

PARTY CHIEF/FIELD BOOK: BH	DATE: 2/11/2020	 <p>6200 Whiskey Creek Dr. Ft. Myers, FL 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No. 1772</p>	DRAWING NO. H-2383-1	
DRAWN BY: JNH	DATE: 8/12/2024		BROOKS TOWN CENTER A COMMERCIAL LAND CONDOMINIUM UNIT 2	PROJECT NO. 2023.069
SHEET # 8	OF SHEET 24		SEC-TWN-RGE 11-47-25	FILE NAME: 2023.069 S&L UNIT 2 (R1).dwg

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BROOKS TOWN CENTER A COMMERCIAL LAND CONDOMINIUM



NOT A SURVEY

PARTY CHIEF/FIELD BOOK:	DATE:
BH	2/11/2020
DRAWN BY:	DATE:
JNH	8/12/2024
SHEET #	OF SHEET
9	24
SEC-TOWN-NGE	
11-47-25	



6200 Whiskey Creek Dr.
Ft. Myers, FL 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No. 1772

**BROOKS TOWN CENTER A
COMMERCIAL LAND CONDOMINIUM
UNIT 3**

DRAWING NO.	H-2383-1
PROJECT NO.	2023.069
FILE NAME:	2023.069 S&L UNIT 3 (R1).dwg

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BROOKS TOWN CENTER A COMMERCIAL LAND CONDOMINIUM

CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	5.00'	89°59'59"	7.07'	S 46°33'57" E	7.85'

LINE	BEARING	DISTANCE
L1	N 01°34'02" W	195.22'
L2	N 88°25'58" E	161.73'
L3	S 01°33'57" E	126.20'
L4	S 21°54'52" W	26.62'
L5	S 01°33'57" E	39.60'
L6	S 88°26'03" W	156.11'

LEGAL DESCRIPTION


A PARCEL OF LAND LOCATED IN SECTION 11, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST MOST CORNER OF THE COMMON CLUB AT THE BROOKS AS RECORDED IN THE INSTR. NO. 201000013945 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE RUN N01°34'02"W FOR A DISTANCE OF 195.22 FEET; THENCE RUN N88°25'58"E FOR A DISTANCE OF 161.73 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 5.00 FEET, THROUGH A CENTRAL ANGLE OF 89°59'59" AND BEING SUBTENDED BY A CHORD OF 7.07 FEET AT A BEARING OF S46°33'57"E, FOR AN ARC LENGTH OF 7.85 FEET; THENCE RUN S01°33'57"E FOR A DISTANCE OF 126.20 FEET; THENCE RUN S21°54'52"W FOR A DISTANCE OF 26.62 FEET; THENCE RUN S01°33'57"E FOR A DISTANCE OF 39.60 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF COCONUT ROAD; THENCE RUN S88°26'03"W ALONG THE SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 156.11 FEET, TO THE POINT OF BEGINNING.

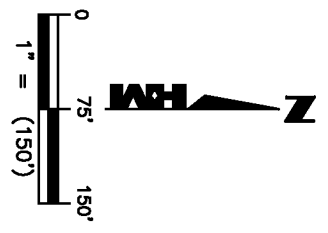
CONTAINING 0.73 ACRE, MORE OR LESS.

BEARINGS REFER TO THE NORTH RIGHT OF WAY LINE OF COCONUT ROAD, AS BEING S88°26'03"W.

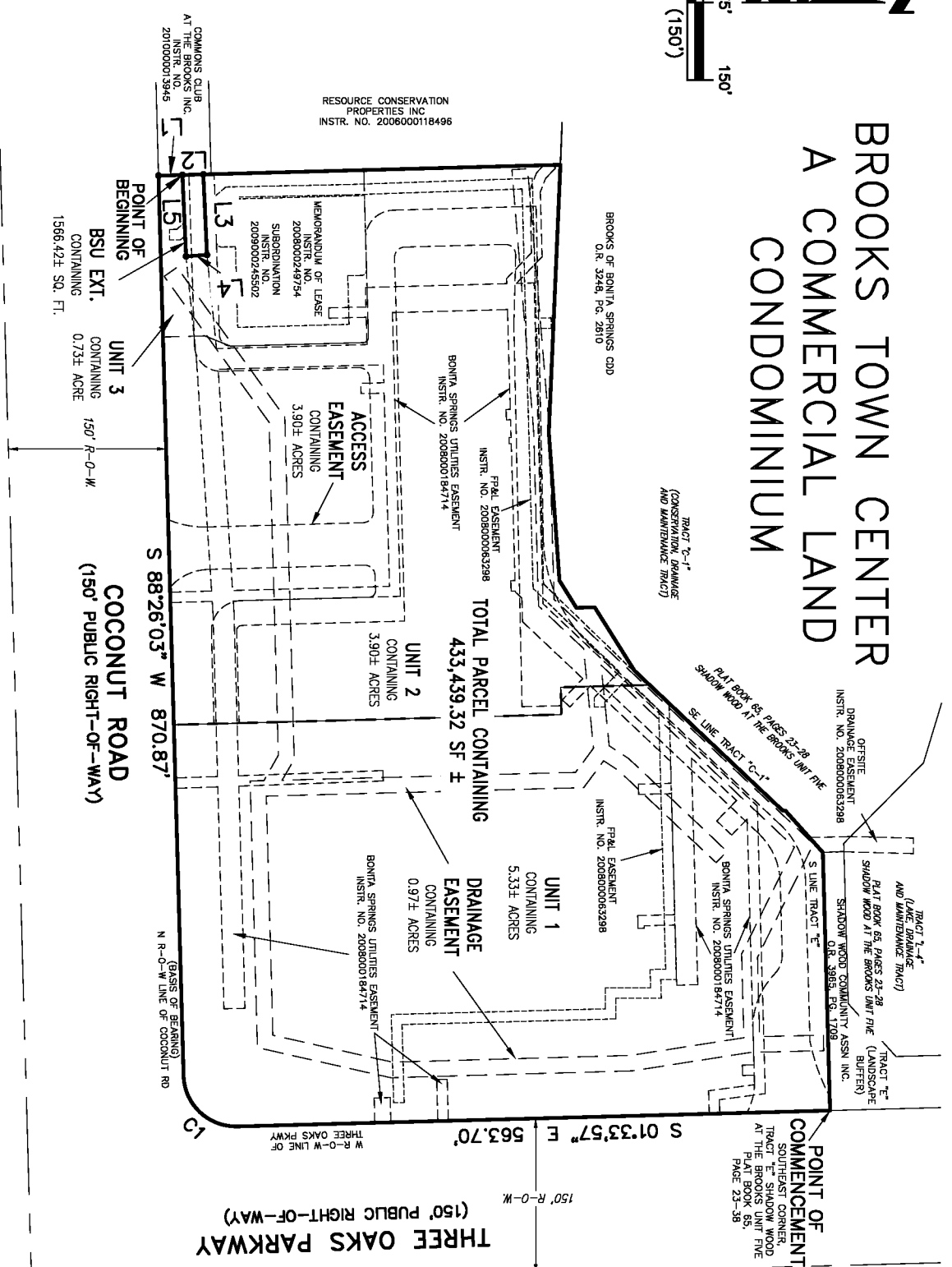
NOT A SURVEY

PARTY CHIEF/FIELD BOOK: BH	DATE: 2/11/2020	 <p>HOLEMONTES A Business Company</p>	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No. 1772
DRAWN BY: JNH	DATE: 8/12/2024		
SHEET # 10	OF SHEET 24		
SEC-TWN-RGE 11-47-25		BROOKS TOWN CENTER A COMMERCIAL LAND CONDOMINIUM UNIT 3	DRAWING NO. H-2383-1 PROJECT NO. 2023.069 FILE NAME: 2023.069 S&L UNIT 3 (R1).dwg

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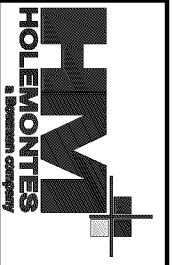


BROOKS TOWN CENTER A COMMERCIAL LAND CONDOMINIUM



NOT A SURVEY

PARTY CHIEF/FIELD BOOK: BH	DATE: 2/11/2020
DRAWN BY: JNH	DATE: 8/12/2024
SHEET # 11	OF SHEET 24
SEC-TOWN-RGE 11-47-25	



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**BROOKS TOWN CENTER A
COMMERCIAL LAND CONDOMINIUM
B.S.U. EXTENSION**

DRAWING NO. H-2383-1	PROJECT NO. 2023.069
FILE NAME: 2023L069 S&L BSU EXT (R1).dwg	

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BROOKS TOWN CENTER A COMMERCIAL LAND CONDOMINIUM

CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	50.00'	90°00'00"	70.71'	S 43°26'03" W	78.54'

LINE	BEARING	DISTANCE
L1	N 01°34'02" W	22.65'
L2	N 01°34'02" W	20.00'
L3	N 87°27'09" E	77.88'
L4	S 04°06'58" E	20.01'
L5	S 87°27'09" W	78.77'

LEGAL DESCRIPTION


A PARCEL OF LAND LOCATED IN SECTION 11, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT "E" SHADOW WOOD AT THE BROOKS UNIT FIVE AS RECORDED IN PLAT BOOK 65, PAGE 23-28 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, SAME AS BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF THREE OAKS PARKWAY, THENCE RUN ALONG THE SAID WEST RIGHT-OF-WAY LINE S01°33'57"E FOR A DISTANCE OF 563.70 FEET; TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD OF 70.71 FEET AT A BEARING OF S43°26'03"W, FOR AN ARC LENGTH OF 78.54 FEET; THENCE RUN S88°26'03"W FOR A DISTANCE OF 870.87 FEET; THENCE RUN N01°34'02"W FOR A DISTANCE OF 22.65 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE N01°34'02"W FOR A DISTANCE OF 20.00 FEET; THENCE RUN N87°27'09"E FOR A DISTANCE OF 77.88 FEET; THENCE RUN S04°06'58"E FOR A DISTANCE OF 20.01 FEET; THENCE RUN S87°27'09"W FOR A DISTANCE OF 78.77 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1566.42 SQUARE FEET OR 0.04 ACRE, MORE OR LESS.

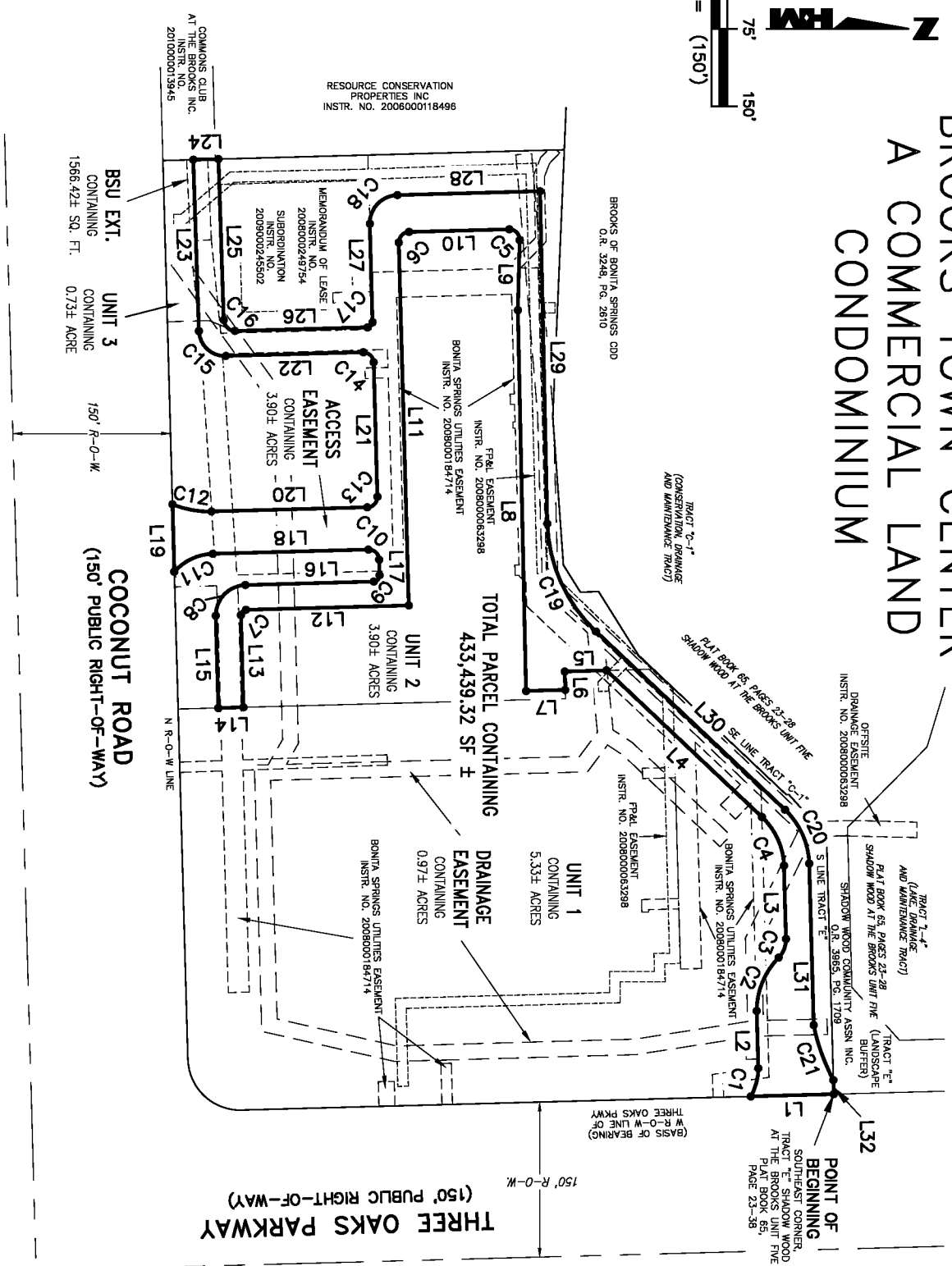
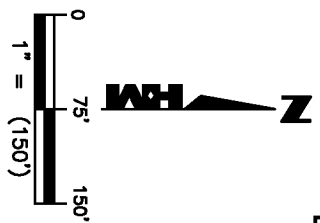
BEARINGS REFER TO THE NORTH RIGHT OF WAY LINE OF COCONUT ROAD, AS BEING S88°26'03"W.

NOT A SURVEY

PARTY CHIEF/FIELD BOOK: BH	DATE: 2/11/2020		6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No. 1772
DRAWN BY: JNH	DATE: 8/12/2024		
SHEET # 12	OF SHEET 24	BROOKS TOWN CENTER A COMMERCIAL LAND CONDOMINIUM B.S.U. EXTENSION	
SEC-TWN-RGE 11-47-25	DRAWING NO. H-2383-1 PROJECT NO. 2023.069 FILE NAME: 2023L09 S&L BSU EXT (R1).dwg		

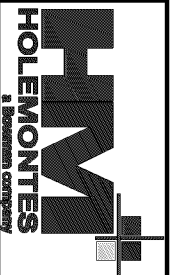
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BROOKS TOWN CENTER A COMMERCIAL LAND CONDOMINIUM



NOT A SURVEY

PARTY CHIEF/FIELD BOOK:	DATE:
BH	2/11/2020
DRAWN BY:	DATE:
JNH	8/12/2024
SHEET #	OF SHEET
13	24
SEC-TOWN-RGE	11-47-25



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**BROOKS TOWN CENTER A
COMMERCIAL LAND CONDOMINIUM
ACCESS EASEMENT**

DRAWING NO.	H-2383-1
PROJECT NO.	2023.069
FILE NAME:	2023.069 S&L A.E.(R1).dwg

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LINE	BEARING	DISTANCE
L1	S 01°33'57" E	79.05'
L2	S 88°26'03" W	55.56'
L3	S 88°26'03" W	70.94'
L4	S 43°47'37" W	205.29'
L5	S 01°33'11" E	39.72'
L6	N 88°26'49" E	17.80'
L7	S 01°33'11" E	37.30'
L8	S 88°47'16" W	368.65'
L9	N 88°33'02" W	67.86'
L10	S 01°33'44" E	95.56'
L11	N 88°26'03" E	351.37'
L12	S 01°34'01" E	155.00'
L13	N 88°26'03" E	89.29'
L14	S 01°33'11" E	24.00'
L15	S 88°26'03" W	89.29'
L16	N 01°34'01" W	122.24'
L17	S 88°26'03" W	15.07'
L18	S 01°34'31" E	148.22'
L19	S 88°26'03" W	65.35'
L20	N 01°34'31" W	148.23'
L21	S 88°26'03" W	130.08'
L22	S 01°33'57" E	130.97'
L23	S 88°09'38" W	165.84'
L24	N 01°34'02" W	24.00'
L25	N 88°09'38" E	155.77'
L26	N 01°33'57" W	126.20'
L27	S 88°25'58" W	95.23'
L28	N 01°33'44" W	135.92'
L29	N 88°46'41" E	321.88'
L30	N 43°47'37" E	249.34'
L31	N 88°26'03" E	156.55'
L32	N 88°26'03" E	13.58'

NOT A SURVEY

CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	59.96'	27°08'11"	28.13'	N 75°13'36" W	28.40'
C2	74.31'	44°03'38"	55.75'	N 68°00'25" W	57.15'
C3	25.00'	45°29'13"	19.33'	N 68°49'21" W	19.85'
C4	67.57'	44°38'26"	51.32'	S 66°06'50" W	52.65'
C5	10.00'	92°31'04"	14.45'	S 46°41'48" W	16.15'
C6	10.00'	90°00'00"	14.14'	S 46°33'57" E	15.71'
C7	5.00'	89°59'56"	7.07'	S 46°33'59" E	7.85'
C8	29.00'	89°59'56"	41.01'	N 46°33'59" W	45.55'
C9	5.99'	87°57'19"	8.32'	N 47°44'41" W	9.19'
C10	10.00'	90°00'34"	14.14'	S 43°25'46" W	15.71'
C11	50.00'	47°43'42"	40.46'	S 25°25'48" E	41.65'
C12	89.21'	24°29'29"	37.84'	N 10°36'26" E	38.13'
C13	10.00'	89°59'28"	14.14'	N 46°34'13" W	15.71'
C14	10.08'	86°34'25"	13.83'	S 44°43'29" W	15.24'
C15	25.00'	89°43'35"	35.27'	S 43°17'50" W	39.15'
C16	11.12'	85°21'06"	15.08'	N 45°00'58" E	16.57'
C17	5.00'	89°59'59"	7.07'	N 46°33'57" W	7.85'
C18	27.00'	89°59'11"	38.19'	N 46°33'46" W	42.41'
C19	150.00'	44°42'09"	114.09'	N 66°04'58" E	117.03'
C20	75.00'	44°38'26"	56.97'	N 66°06'50" E	58.43'
C21	200.00'	16°13'29"	56.45'	N 70°36'45" E	56.64'

PARTY CHIEF/FIELD BOOK:		DATE:
DRAWN BY: JNH		DATE: 8/12/2024
SHEET # 14	OF SHEET 24	
SEC-TOWN-RGE		
11-47-25		



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**BROOKS TOWN CENTER A
 COMMERCIAL LAND CONDOMINIUM
 ACCESS EASEMENT**

DRAWING NO.	H-2383-1
PROJECT NO.	2023.069
FILE NAME:	2023.069 S&L A.E.(R1).dwg

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LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 11, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT "E" SHADOW WOOD AT THE BROOKS UNIT FIVE AS RECORDED IN PLAT BOOK 65, PAGE 23-38 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE RUN S01°33'57"E FOR A DISTANCE OF 79.05 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TO THE LEFT; HAVING A RADIUS OF 59.96 FEET, THROUGH A CENTRAL ANGLE OF 27°08'11" AND BEING SUBTENDED BY A CHORD OF 28.13 FEET AT A BEARING OF N75°13'36"W, FOR AN ARC LENGTH OF 28.40 FEET; THENCE RUN S88°26'03"W FOR A DISTANCE OF 55.56 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 74.31 FEET, THROUGH A CENTRAL ANGLE OF 44°03'38" AND BEING SUBTENDED BY A CHORD OF 55.75 FEET AT A BEARING OF N68°00'25"W, FOR AN ARC LENGTH OF 57.15 FEET, TO A POINT OF REVERSE CURVATURE TO THE LEFT; HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 45°29'13" AND BEING SUBTENDED BY A CHORD OF 19.33 FEET AT A BEARING OF N68°49'21"W, FOR AN ARC LENGTH OF 19.85 FEET; THENCE RUN S88°26'03"W FOR A DISTANCE OF 70.94 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT; HAVING A RADIUS OF 67.57 FEET, THROUGH A CENTRAL ANGLE OF 44°38'26" AND BEING SUBTENDED BY A CHORD OF 51.32 FEET AT A BEARING OF S66°06'50"W, FOR AN ARC LENGTH OF 52.65 FEET; THENCE RUN S43°47'37"W FOR A DISTANCE OF 205.29 FEET; THENCE RUN S01°33'11"E FOR A DISTANCE OF 39.72 FEET; THENCE RUN N88°26'49"E FOR A DISTANCE OF 17.80 FEET; THENCE RUN S01°33'11"E FOR A DISTANCE OF 37.30 FEET; THENCE RUN S88°47'16"W FOR A DISTANCE OF 368.65 FEET; THENCE RUN N88°33'02"W FOR A DISTANCE OF 67.86 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TO THE LEFT; HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 92°31'04" AND BEING SUBTENDED BY A CHORD OF 14.45 FEET AT A BEARING OF S46°41'48"W, FOR AN ARC LENGTH OF 16.15 FEET; THENCE RUN S01°33'44"E FOR A DISTANCE OF 95.56 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT; HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD OF 14.14 FEET AT A BEARING OF S46°33'57"E, FOR AN ARC LENGTH OF 15.71 FEET; THENCE RUN N88°26'03"E FOR A DISTANCE OF 351.37 FEET; THENCE RUN S01°34'01"E FOR A DISTANCE OF 155.00 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT; HAVING A RADIUS OF 5.00 FEET, THROUGH A CENTRAL ANGLE OF 89°59'56" AND BEING SUBTENDED BY A CHORD OF 7.07 FEET AT A BEARING OF S46°33'59"E, FOR AN ARC LENGTH OF 7.85 FEET; THENCE RUN N88°26'03"E FOR A DISTANCE OF 89.29 FEET; THENCE RUN S01°33'11"E FOR A DISTANCE OF 24.00 FEET; THENCE RUN S88°26'03"W FOR A DISTANCE OF 89.29 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 29.00 FEET, THROUGH A CENTRAL ANGLE OF 89°59'56" AND BEING SUBTENDED BY A CHORD OF 41.01 FEET AT A BEARING OF N46°33'59"W, FOR AN ARC LENGTH OF 45.55 FEET; THENCE RUN N01°34'01"W FOR A DISTANCE OF 122.24 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TO THE LEFT; HAVING A RADIUS OF 5.99 FEET, THROUGH A CENTRAL ANGLE OF 87°57'19" AND BEING SUBTENDED BY A CHORD OF 8.32 FEET AT A BEARING OF N47°44'41"W, FOR AN ARC LENGTH OF 9.19 FEET; THENCE RUN S88°26'03"W FOR A DISTANCE OF 15.07 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT; HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'34" AND BEING SUBTENDED BY A CHORD OF 14.14 FEET AT A BEARING OF S43°25'46"W, FOR AN ARC LENGTH OF 15.71 FEET; THENCE RUN S01°34'31"E FOR A DISTANCE OF 148.22 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TO THE LEFT; HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 47°43'42" AND BEING SUBTENDED BY A CHORD OF 40.46 FEET AT A BEARING OF S25°25'48"E, FOR AN ARC LENGTH OF 41.65 FEET TO A POINT ALONG THE NORTH RIGHT OF WAY LINE OF COCONUT ROAD A 150' PUBLIC RIGHT OF WAY; THENCE RUN S88°26'03"W ALONG THE SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 65.35 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TO THE LEFT; HAVING A RADIUS OF 89.21 FEET, THROUGH A CENTRAL ANGLE OF 24°29'29" AND BEING SUBTENDED BY A CHORD OF 37.84 FEET AT A BEARING OF N10°36'26"E, FOR AN ARC LENGTH OF 38.13 FEET; THENCE RUN N01°34'31"W FOR A DISTANCE OF 148.23 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT; HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 89°59'28" AND BEING SUBTENDED BY A CHORD OF 14.14 FEET AT A BEARING OF N46°34'13"W, FOR AN ARC LENGTH OF 15.71 FEET; THENCE RUN S88°26'03"W FOR A DISTANCE OF 130.08 FEET,

NOT A SURVEY

LEGAL CONTINUED

PARTY CHIEF/FIELD BOOK:		DATE:	2/11/2020
DRAWN BY:	JNH	DATE:	8/12/2024
SHEET #	15	OF SHEET	24
SEC-TWN-RGE		11-47-25	



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**BROOKS TOWN CENTER A
 COMMERCIAL LAND CONDOMINIUM
 ACCESS EASEMENT**

DRAWING NO.	H-2383-1
PROJECT NO.	2023.069
FILE NAME:	2023.069 S&L A.E.(R1).dwg

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LEGAL CONTINUED:

TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TO THE LEFT; HAVING A RADIUS OF 10.08 FEET, THROUGH A CENTRAL ANGLE OF 86°34'25" AND BEING SUBTENDED BY A CHORD OF 13.83 FEET AT A BEARING OF S44°43'29"W, FOR AN ARC LENGTH OF 15.24 FEET; THENCE RUN S01°33'57"E FOR A DISTANCE OF 130.97 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 89°43'35" AND BEING SUBTENDED BY A CHORD OF 35.27 FEET AT A BEARING OF S43°17'50"W, FOR AN ARC LENGTH OF 39.15 FEET; THENCE RUN S88°09'38"W FOR A DISTANCE OF 165.84 FEET; THENCE RUN N01°34'02"W FOR A DISTANCE OF 24.00 FEET; THENCE RUN N88°09'38"E FOR A DISTANCE OF 155.77 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TO THE LEFT; HAVING A RADIUS OF 11.12 FEET, THROUGH A CENTRAL ANGLE OF 85°21'06" AND BEING SUBTENDED BY A CHORD OF 15.08 FEET AT A BEARING OF N45°00'58"E, FOR AN ARC LENGTH OF 16.57 FEET; THENCE RUN N01°33'57"W FOR A DISTANCE OF 126.20 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT; HAVING A RADIUS OF 5.00 FEET, THROUGH A CENTRAL ANGLE OF 89°59'59" AND BEING SUBTENDED BY A CHORD OF 7.07 FEET AT A BEARING OF N46°33'57"W, FOR AN ARC LENGTH OF 7.85 FEET; THENCE RUN S88°25'58"W FOR A DISTANCE OF 95.23 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 27.00 FEET, THROUGH A CENTRAL ANGLE OF 89°59'11" AND BEING SUBTENDED BY A CHORD OF 38.19 FEET AT A BEARING OF N46°33'46"W, FOR AN ARC LENGTH OF 42.41 FEET; THENCE RUN N01°33'44"W FOR A DISTANCE OF 135.92 FEET; THENCE RUN N88°46'41"E FOR A DISTANCE OF 321.88 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TO THE LEFT; HAVING A RADIUS OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF 44°42'09" AND BEING SUBTENDED BY A CHORD OF 114.09 FEET AT A BEARING OF N66°04'58"E, FOR AN ARC LENGTH OF 117.03 FEET; THENCE RUN N43°47'37"E FOR A DISTANCE OF 249.34 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 44°38'26" AND BEING SUBTENDED BY A CHORD OF 56.97 FEET AT A BEARING OF N66°06'50"E, FOR AN ARC LENGTH OF 58.43 FEET; THENCE RUN N88°26'03"E FOR A DISTANCE OF 156.55 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TO THE LEFT; HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 16°13'29" AND BEING SUBTENDED BY A CHORD OF 56.45 FEET AT A BEARING OF N70°36'45"E, FOR AN ARC LENGTH OF 56.64 FEET; THENCE RUN N88°26'03"E FOR A DISTANCE OF 13.58 FEET, TO THE POINT OF BEGINNING.

CONTAINING 67198.35 SQUARE FEET OR 1.54 ACRES, MORE OR LESS.

BEARINGS REFER TO THE WEST RIGHT OF WAY LINE OF THREE OAKS PARKWAY, AS BEING S01°33'57"E.

NOT A SURVEY

PARTY CHIEF/FIELD BOOK:		DATE:	2/11/2020
DRAWN BY:		DATE:	8/12/2024
SHEET #		OF SHEET	24
SEC-TWN-RGE		11-47-25	
			
6200 Whiskey Creek Dr. Ft. Myers, FL 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No. 1772			
BROOKS TOWN CENTER A COMMERCIAL LAND CONDOMINIUM ACCESS EASEMENT		DRAWING NO.	H-2383-1
		PROJECT NO.	2023.069
		FILE NAME:	2023.069 S&L A.E.(R1).dwg

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BROOKS TOWN CENTER A COMMERCIAL LAND CONDOMINIUM

LINE	BEARING	DISTANCE
L1	S 01°20'46" E	68.14'
L2	S 88°26'57" W	86.05'
L3	N 64°03'20" W	113.46'
L4	N 64°03'20" W	4.72'
L5	S 43°47'37" W	280.36'
L6	S 43°47'37" W	59.02'
L7	S 88°26'03" W	147.59'
L8	S 85°58'28" W	16.79'
L9	N 87°34'35" W	6.84'

LINE	BEARING	DISTANCE
L10	S 85°18'38" W	241.19'
L11	N 84°20'51" E	102.30'
L12	N 33°30'36" E	24.92'
L13	N 43°48'43" E	129.16'
L14	S 53°50'10" E	35.67'
L15	S 01°33'11" E	161.79'
L16	S 01°33'26" E	134.14'
L17	N 60°38'47" W	34.56'
L18	S 88°26'03" W	326.27'
L19	S 54°44'06" W	175.12'

LINE	BEARING	DISTANCE
L20	S 00°50'40" E	9.79'
L21	N 88°26'53" E	244.59'
L22	N 12°55'42" E	123.26'
L23	N 01°39'08" W	228.39'
L24	N 09°01'08" W	114.25'
L25	N 01°20'46" W	1.70'
L26	S 88°26'03" W	65.48'
L27	S 01°33'57" E	4.36'
L28	S 85°18'38" W	7.51'
L29	S 01°34'02" E	148.74'

LEGAL DESCRIPTION

A 15.00 FOOT WIDE PARCEL OF LAND LOCATED IN SECTION 11 TOWNSHIP 47 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA, LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT "E" SHADOW WOOD AT THE BROOKS UNIT FIVE AS RECORDED IN PLAT BOOK 65, PAGE 23-28 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE RUN S88°26'03"W ALONG THE SOUTH LINE OF SAID TRACT "E" FOR A DISTANCE OF 65.48 FEET; THENCE RUN S01°33'57"E FOR A DISTANCE OF 4.36 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE HEREIN DESCRIBED; THENCE RUN S01°20'46"E FOR A DISTANCE OF 68.14 FEET TO POINT "A"; THENCE RUN S88°26'57"W FOR A DISTANCE OF 86.05 FEET; THENCE RUN N64°03'20"W FOR A DISTANCE OF 113.46 FEET; THENCE RUN N64°03'20"W FOR A DISTANCE OF 4.72 FEET; THENCE RUN S43°47'37"W FOR A DISTANCE OF 280.36 FEET TO POINT "B"; THENCE RUN N84°20'51"E FOR A DISTANCE OF 102.30 FEET TO POINT "D"; THENCE RUN S53°50'10"E FOR A DISTANCE OF 35.67 FEET; THENCE RUN S01°33'11"E FOR A DISTANCE OF 161.79 FEET; THENCE RUN S01°33'26"E FOR A DISTANCE OF 134.14 FEET, TO POINT "F"; THENCE RUN S00°50'40"E FOR A DISTANCE OF 9.79 FEET; THENCE RUN N88°26'53"E FOR A DISTANCE OF 244.59 FEET; THENCE RUN N12°55'42"E FOR A DISTANCE OF 123.26 FEET; THENCE RUN N01°39'08"W FOR A DISTANCE OF 228.39 FEET; THENCE RUN N09°01'08"W FOR A DISTANCE OF 114.25 FEET; THENCE RUN N01°20'46"W FOR A DISTANCE OF 1.70 FEET, TO POINT "A".

THENCE CONTINUE FROM POINT "B" S43°47'37"W FOR A DISTANCE OF 59.02 FEET; THENCE RUN S88°26'03"W FOR A DISTANCE OF 147.59 FEET; THENCE RUN S85°58'28"W FOR A DISTANCE OF 16.79 FEET; THENCE RUN N87°34'35"W FOR A DISTANCE OF 6.84 FEET; THENCE RUN S85°18'38"W FOR A DISTANCE OF 241.19 FEET, TO POINT "C".

THENCE CONTINUE FROM POINT "C" THENCE RUN S01°34'02"E FOR A DISTANCE OF 148.74 FEET, TO POINT "I".

THENCE CONTINUE FROM POINT "C" THENCE RUN S85°18'38"W FOR A DISTANCE OF 7.51 FEET, TO POINT "H".

THENCE CONTINUE FROM POINT "D" N33°30'36"E FOR A DISTANCE OF 24.92 FEET; THENCE RUN N43°48'43"E FOR A DISTANCE OF 129.16 FEET, TO POINT "E".

THENCE CONTINUE FROM POINT "F" N60°38'47"W FOR A DISTANCE OF 34.56 FEET; THENCE RUN S88°26'03"W FOR A DISTANCE OF 326.27 FEET; THENCE RUN S54°44'06"W FOR A DISTANCE OF 175.12 FEET, TO POINT "G".

CONTAINING 42646.98 SQUARE FEET OR 0.97 ACRE, MORE OR LESS.

BEARINGS REFER TO THE WEST RIGHT OF WAY LINE OF THREE OAKS PARKWAY, AS BEING S01°33'57"E.

THE SIDELINES OF THE HEREIN DESCRIBED CENTER LINE ARE TO LENGTHENED OR SHORTENED TO MEET THE ANGLE POINTS FORMED AND TO A LINE WHICH RUNS PERPENDICULAR TO THE POINT OF BEGINNING AND POINTS C,E, AND G.

NOT A SURVEY

PARTY CHIEF/FIELD BOOK:	DATE:
BH	2/11/2020
DRAWN BY:	DATE:
JNH	8/12/2024
SHEET #	OF SHEET
18	24
SEC-TWN-RGE	
11-47-25	

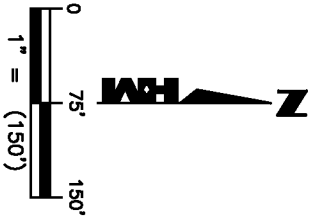


6200 Whiskey Creek Dr.
Ft. Myers, FL, 33919
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Authorization No. 1772

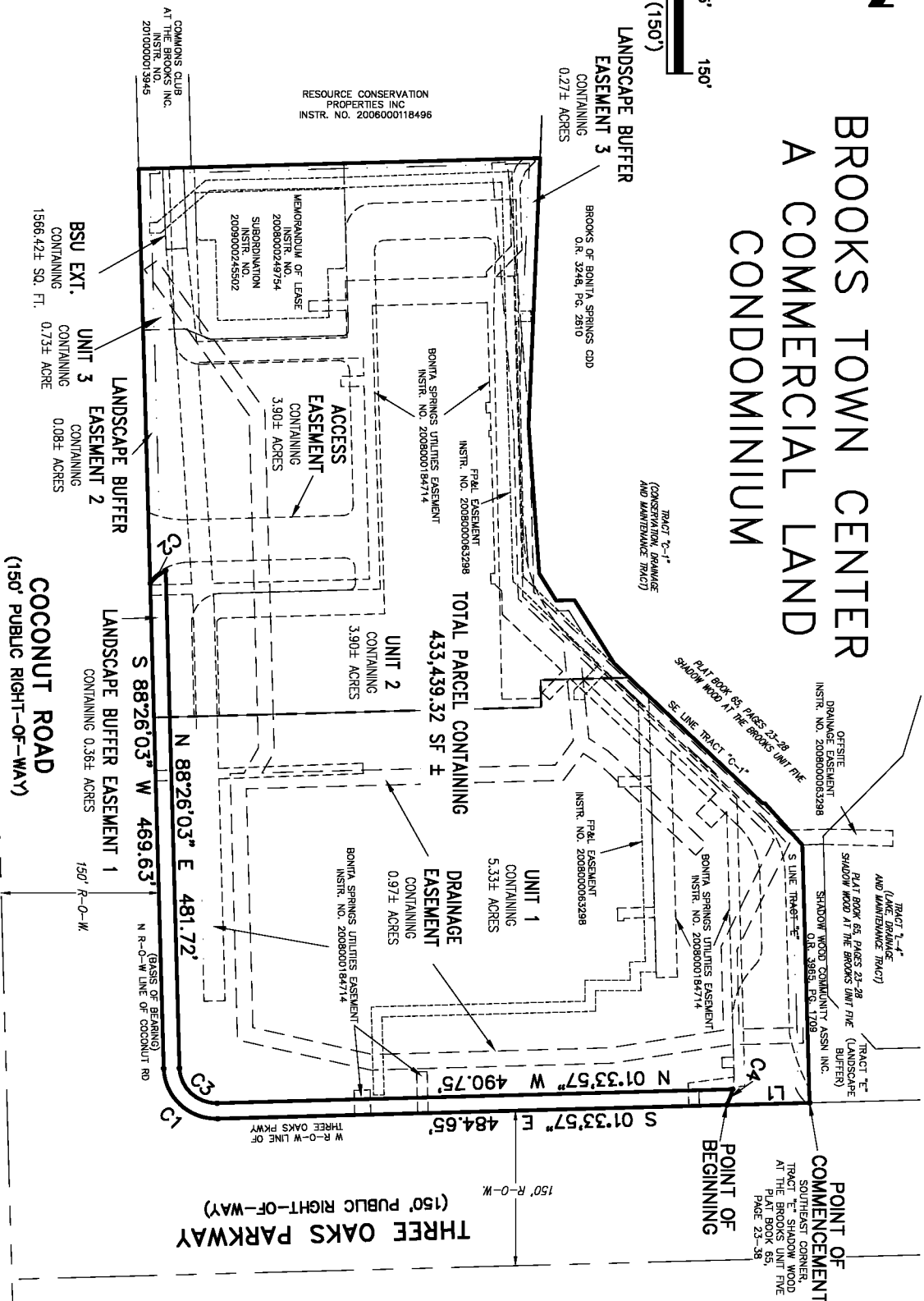
**BROOKS TOWN CENTER A
COMMERCIAL LAND CONDOMINIUM
DRAINAGE EASEMENT**

DRAWING NO.	PROJECT NO.
H-2383-1	2023.069
FILE NAME:	
2023.069 S&L D.E 2 (R1).dwg	

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BROOKS TOWN CENTER A COMMERCIAL LAND CONDOMINIUM



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PARTY CHIEF/FIELD BOOK:	DATE:
BH	2/11/2020
DRAWN BY:	DATE:
JNH	8/12/2024
SHEET #	OF SHEET
19	24
SEC-TOWN-RGE	11-47-25



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Ft. Myers, FL 33919
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**BROOKS TOWN CENTER A
COMMERCIAL LAND CONDOMINIUM**

L.B.E. 1

DRAWING NO.	H-2383-1
PROJECT NO.	2023.069
FILE NAME:	2023.069 S&L LBE 1 (R1).dwg

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BROOKS TOWN CENTER A COMMERCIAL LAND CONDOMINIUM

CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	50.00'	90°00'00"	70.71'	S 43°26'03" W	78.54'
C2	48.00'	23°08'54"	19.26'	N 40°25'02" W	19.39'
C3	35.00'	90°00'00"	49.50'	N 43°26'03" E	54.98'
C4	59.96'	15°31'22"	16.19'	S 69°25'13" E	16.24'

LINE	BEARING	DISTANCE
L1	S 01°33'57" E	79.05'

LEGAL DESCRIPTION


A PARCEL OF LAND LOCATED IN SECTION 11, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT "E" SHADOW WOOD AT THE BROOKS UNIT FIVE AS RECORDED IN PLAT BOOK 65, PAGE 23-28 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, SAME AS BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF THREE OAKS PARKWAY, THENCE RUN ALONG THE SAID WEST RIGHT-OF-WAY LINE S01°33'57"E FOR A DISTANCE OF 79.05 FEET; TO THE POINT OF BEGINNING; THENCE CONTINUE S01°33'57"E FOR A DISTANCE OF 484.65 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD OF 70.71 FEET AT A BEARING OF S43°26'03"W, FOR AN ARC LENGTH OF 78.54 FEET; THENCE RUN S88°26'03"W FOR A DISTANCE OF 469.63 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 48.00 FEET, THROUGH A CENTRAL ANGLE OF 23°08'54" AND BEING SUBTENDED BY A CHORD OF 19.26 FEET AT A BEARING OF N40°25'02"W, FOR AN ARC LENGTH OF 19.39 FEET; THENCE RUN N88°26'03"E FOR A DISTANCE OF 481.72 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT; HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD OF 49.50 FEET AT A BEARING OF N43°26'03"E, FOR AN ARC LENGTH OF 54.98 FEET; THENCE RUN N01°33'57"W FOR A DISTANCE OF 490.75 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 59.96 FEET, THROUGH A CENTRAL ANGLE OF 15°31'22" AND BEING SUBTENDED BY A CHORD OF 16.19 FEET AT A BEARING OF S69°25'13"E, FOR AN ARC LENGTH OF 16.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 15469.64 SQUARE FEET OR 0.36 ACRES, MORE OR LESS.

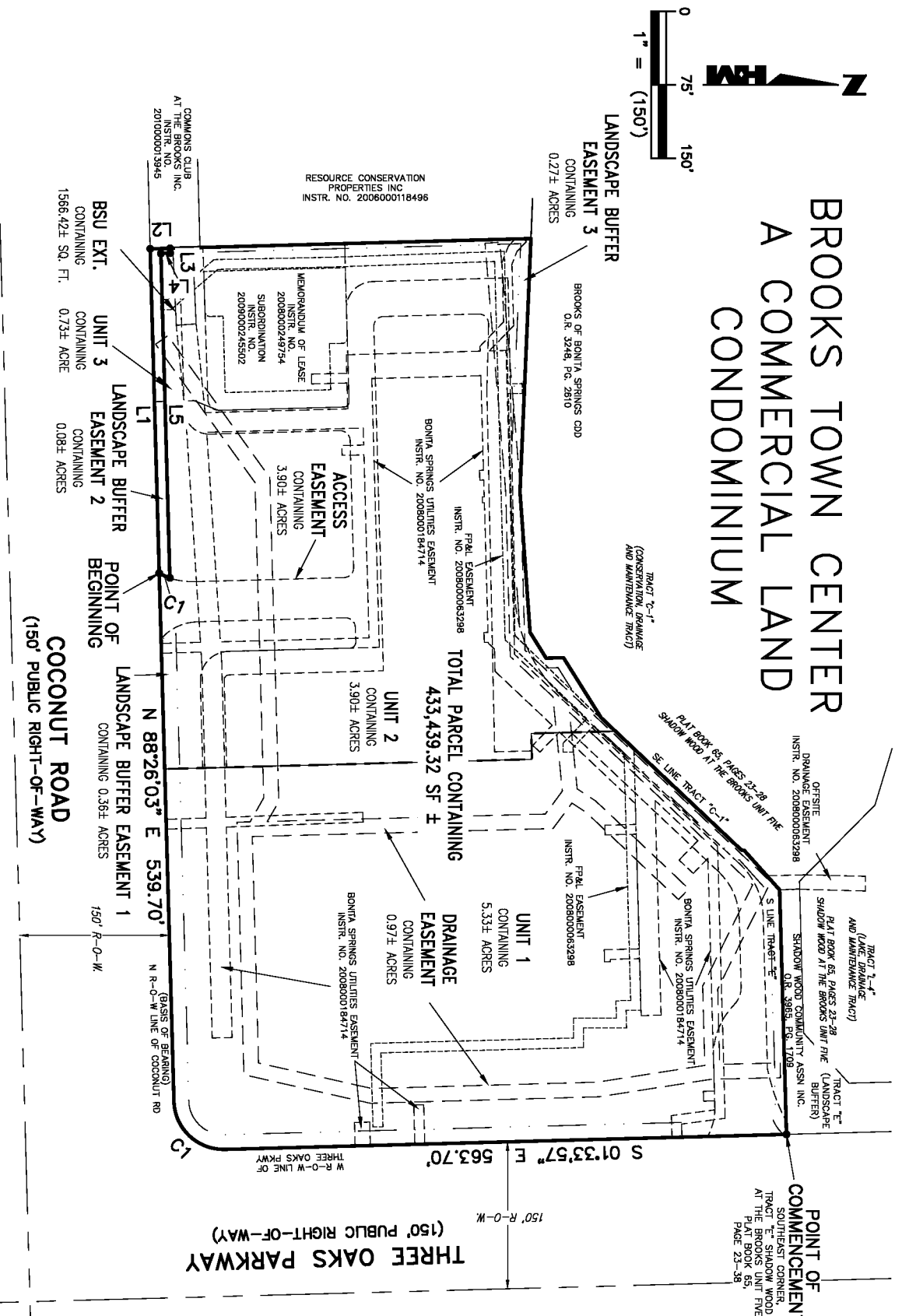
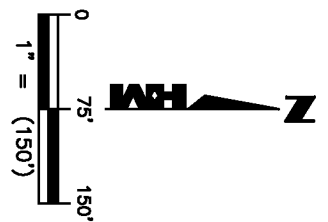
BEARINGS REFER TO THE NORTH RIGHT OF WAY LINE OF COCONUT ROAD, AS BEING S88°26'03"W.

NOT A SURVEY

PARTY CHIEF/FIELD BOOK: BH DRAWN BY: JNH SHEET # 20	DATE: 2/11/2020 DATE: 8/12/2024 OF SHEET 24	 <p>6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No. 1772</p>
SEC-TWN-RGE 11-47-25		BROOKS TOWN CENTER A COMMERCIAL LAND CONDOMINIUM L.B.E. 1
DRAWING NO. H-2383-1		PROJECT NO. 2023.069
FILE NAME: 2023.069 S&L LBE 1 (R1).dwg		

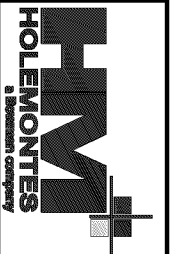
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BROOKS TOWN CENTER A COMMERCIAL LAND CONDOMINIUM



NOT A SURVEY

PARTY CHIEF/FIELD BOOK:	DATE:
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DRAWN BY:	DATE:
JNH	8/12/2024
SHEET #	OF SHEET
21	24
SEC-TOWN-RGE	11-47-25



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Authorization No. 1772

**BROOKS TOWN CENTER A
COMMERCIAL LAND CONDOMINIUM
L.B.E. 2**

DRAWING NO.	H-2383-1
PROJECT NO.	2023.069
FILE NAME:	2023.069 S&L LBE 2 (R1).dwg

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BROOKS TOWN CENTER A COMMERCIAL LAND CONDOMINIUM

CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	48.00'	14°01'21"	11.72'	S 24°13'04" W	11.75'

LINE	BEARING	DISTANCE
L1	S 88°26'03" W	331.17'
L2	N 01°34'02" W	19.99'
L3	N 88°20'42" E	5.00'
L4	S 01°34'02" E	9.45'
L5	N 88°26'03" E	331.26'

LEGAL DESCRIPTION


A PARCEL OF LAND LOCATED IN SECTION 11, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT "E" SHADOW WOOD AT THE BROOKS UNIT FIVE AS RECORDED IN PLAT BOOK 65, PAGE 23-28 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, SAME AS BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF THREE OAKS PARKWAY, THENCE RUN ALONG THE SAID WEST RIGHT-OF-WAY LINE S01°33'57"E FOR A DISTANCE OF 563.70 FEET; TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD OF 70.71 FEET AT A BEARING OF S43°26'03"W, FOR AN ARC LENGTH OF 78.54 FEET; THENCE RUN S88°26'03"W FOR A DISTANCE OF 539.70 FEET; TO THE POINT OF BEGINNING; THENCE CONTINUE S88°26'03"W FOR A DISTANCE OF 331.17 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE RUN N01°34'02"W FOR A DISTANCE OF 19.99 FEET; THENCE RUN N88°20'42"E FOR A DISTANCE OF 5.00 FEET; THENCE RUN S01°34'02"E FOR A DISTANCE OF 9.45 FEET; THENCE RUN N88°26'03"E FOR A DISTANCE OF 331.26 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 48.00 FEET, THROUGH A CENTRAL ANGLE OF 14°01'21" AND BEING SUBTENDED BY A CHORD OF 11.72 FEET AT A BEARING OF S24°13'04"W, FOR AN ARC LENGTH OF 11.75 FEET TO THE POINT OF BEGINNING.

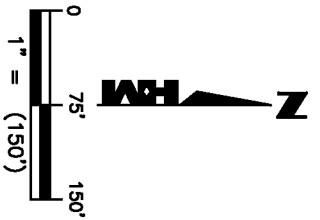
CONTAINING 3571.26 SQUARE FEET OR 0.08 ACRES, MORE OR LESS.

BEARINGS REFER TO THE NORTH RIGHT OF WAY LINE OF COCONUT ROAD, AS BEING S88°26'03"W.

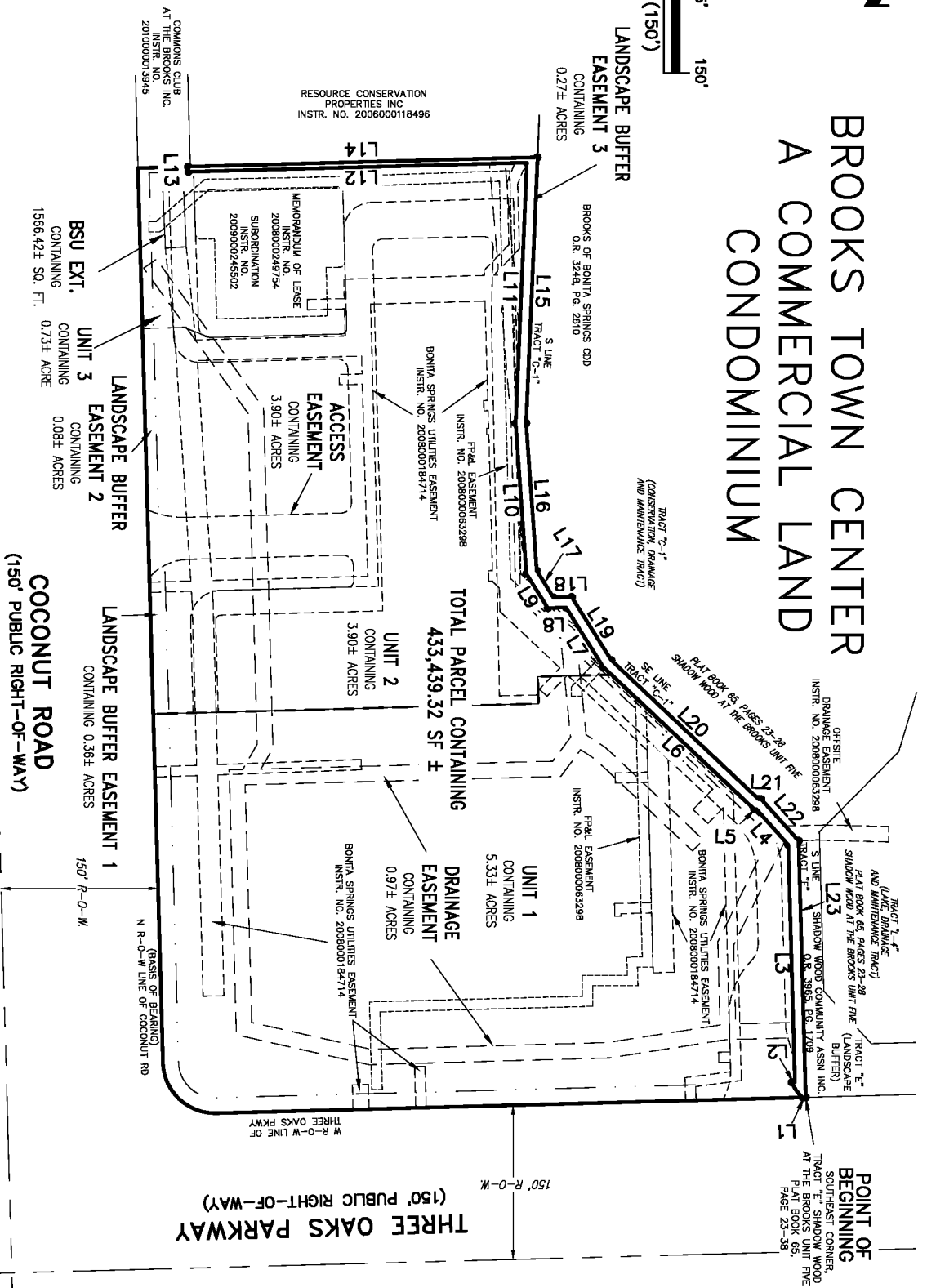
NOT A SURVEY

PARTY CHIEF/FIELD BOOK:		DATE:	2/11/2020
DRAWN BY:		DATE:	8/12/2024
SHEET #		OF SHEET	24
SEC-TWN-RGE		11-47-25	
			
6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No. 1772			
BROOKS TOWN CENTER A COMMERCIAL LAND CONDOMINIUM		L.B.E. 2	
DRAWING NO.		H-2383-1	
PROJECT NO.		2023.069	
FILE NAME:		2023.069 S&L LBE 2 (R1).dwg	

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BROOKS TOWN CENTER A COMMERCIAL LAND CONDOMINIUM



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PARTY CHIEF/FIELD BOOK:	DATE:
BH	2/11/2020
DRAWN BY:	DATE:
JNH	8/12/2024
SHEET #	OF SHEET
23	24
SEC-TOWN-RGE	
11-47-25	



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**BROOKS TOWN CENTER A
COMMERCIAL LAND CONDOMINIUM**

L.B.E. 3

DRAWING NO.	H-2383-1
PROJECT NO.	2023.069
FILE NAME:	2023L069 S&L LBE 3 (R1).dwg

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BROOKS TOWN CENTER A COMMERCIAL LAND CONDOMINIUM

CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	38.00'	27°26'57"	18.03'	S 54°42'16" W	18.20'

LINE	BEARING	DISTANCE
L1	S 01°33'57" E	2.97'
L2	N 01°33'56" W	2.98'
L3	S 88°26'03" W	230.93'
L4	S 48°31'36" W	46.14'
L5	S 02°43'41" W	2.15'
L6	S 43°47'40" W	200.04'
L7	S 58°20'16" W	67.69'
L8	S 01°33'57" E	17.34'

LINE	BEARING	DISTANCE
L9	S 58°20'06" W	39.06'
L10	S 85°58'28" W	146.78'
L11	N 87°34'35" W	253.66'
L12	S 01°34'02" E	323.83'
L13	S 88°48'20" W	5.00'
L14	N 01°34'02" W	334.17'
L15	S 87°34'35" E	258.81'
L16	N 85°58'28" E	143.76'

LINE	BEARING	DISTANCE
L17	N 58°20'06" E	30.84'
L18	N 01°33'57" W	17.34'
L19	N 58°20'16" E	72.17'
L20	N 43°47'40" E	195.02'
L21	N 02°43'41" E	2.63'
L22	N 48°31'36" E	54.00'
L23	N 88°26'03" E	249.56'

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 11, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT "E" SHADOW WOOD AT THE BROOKS UNIT FIVE AS RECORDED IN PLAT BOOK 65, PAGE 23-28 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, SAME AS BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF THREE OAKS PARKWAY, THENCE RUN ALONG THE SAID WEST RIGHT-OF-WAY LINE S01°33'57"E FOR A DISTANCE OF 2.97 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 38.00 FEET, THROUGH A CENTRAL ANGLE OF 27°26'57" AND BEING SUBTENDED BY A CHORD OF 18.03 FEET AT A BEARING OF S54°42'16"W, FOR AN ARC LENGTH OF 18.20 FEET; THENCE RUN N01°33'56"W FOR A DISTANCE OF 2.98 FEET; THENCE RUN S88°26'03"W FOR A DISTANCE OF 230.93 FEET; THENCE RUN S48°31'36"W FOR A DISTANCE OF 46.14 FEET; THENCE RUN S02°43'41"W FOR A DISTANCE OF 2.15 FEET; THENCE RUN S43°47'40"W FOR A DISTANCE OF 200.04 FEET; THENCE RUN S58°20'16"W FOR A DISTANCE OF 67.69 FEET; THENCE RUN S01°33'57"E FOR A DISTANCE OF 17.34 FEET; THENCE RUN S58°20'06"W FOR A DISTANCE OF 39.06 FEET; THENCE RUN S85°58'28"W FOR A DISTANCE OF 146.78 FEET; THENCE RUN N87°34'35"W FOR A DISTANCE OF 253.66 FEET; THENCE RUN S01°34'02"E FOR A DISTANCE OF 323.83 FEET; THENCE RUN S88°48'20"W FOR A DISTANCE OF 5.00 FEET; THENCE RUN N01°34'02"W FOR A DISTANCE OF 334.17 FEET TO A POINT ON THE SOUTH LINE OF TRACT "C-1" OF SAID SHADOW WOODS AT THE BROOKS UNIT FIVE; THENCE RUN ALONG THE SAID SOUTH LINE FOR THE NEXT 8 CALLS: (1) THENCE RUN S87°34'35"E FOR A DISTANCE OF 258.81 FEET; (2) THENCE RUN N85°58'28"E FOR A DISTANCE OF 143.76 FEET; (3) THENCE RUN N58°20'06"E FOR A DISTANCE OF 30.84 FEET; (4) THENCE RUN N01°33'57"W FOR A DISTANCE OF 17.34 FEET; (5) THENCE RUN N58°20'16"E FOR A DISTANCE OF 72.17 FEET; (6) THENCE RUN N43°47'40"E FOR A DISTANCE OF 195.02 FEET; (7) THENCE RUN N02°43'41"E FOR A DISTANCE OF 2.63 FEET; (8) THENCE RUN N48°31'36"E FOR A DISTANCE OF 54.00 FEET TO A POINT ON THE SOUTH LINE OF TRACT "E" OF SAID SHADOW WOODS AT THE BROOKS UNIT FIVE; THENCE RUN ALONG SAID SOUTH LINE N88°26'03"E FOR A DISTANCE OF 249.56 FEET, TO THE POINT OF BEGINNING.

CONTAINING 11842.36 SQUARE FEET OR 0.27 ACRE, MORE OR LESS.

BEARINGS REFER TO THE NORTH RIGHT OF WAY LINE OF COCONUT ROAD, AS BEING S88°26'03"W.

NOT A SURVEY


PARTY CHIEF/FIELD BOOK: BH	DATE: 2/11/2020		6200 Whiskey Creek Dr. Ft. Myers, FL 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No. 17772
DRAWN BY: JNH	DATE: 8/12/2024		
SHEET # 24	OF SHEET 24	BROOKS TOWN CENTER A	COMMERCIAL LAND CONDOMINIUM
SEC-TWN-RGE 11-47-25		L.B.E. 3	
		DRAWING NO. H-2383-1	PROJECT NO. 2023.069
		FILE NAME: 2023.069 S&L LBE 3 (R1).dwg	

Exhibit "C"

Articles of Incorporation

**ARTICLES OF INCORPORATION
OF
BROOKS TOWN CENTER CONDOMINIUM ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a corporation not-for-profit pursuant to Chapter 617, Florida Statutes, and the laws of the State of Florida, hereby adopts the following Articles of Incorporation.

PREAMBLE

Long Bay Partners, LLC, a Florida limited liability company, ("Developer" or "Declarant") intends to execute and record a Declaration of Condominium of Brooks Town Center, a Commercial Land Condominium (the "Declaration"), which will encumber certain real property in Lee County, Florida (the "Land"). This Association is being formed as the Association to administer the Declaration and to perform the duties and exercise the powers pursuant to the Declaration, as and when the Declaration is recorded in the Public Records of Lee County, Florida, with these Articles of Incorporation attached as an exhibit. All of the definitions contained in the Declaration shall apply to these Articles of Incorporation, and to the Bylaws of the Association.

ARTICLE I - NAME AND ADDRESS

The name of the corporation is BROOKS TOWN CENTER CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association". The initial address of the principal office of the Association and the initial mailing address of the Association is c/o Phoenix Bay Ventures, 9990 Coconut Road, Bonita Springs, FL 34135.

ARTICLE II- PURPOSE

The purposes for which the Association is organized are as follows:

1. To operate as a corporation not-for-profit pursuant to Chapter 617, Florida Statutes.
2. To enforce and exercise the duties of the Association as provided in the Declaration.
3. To promote the health, safety, welfare, comfort and economic benefit of the members of the Association.

ARTICLE III - POWERS AND DUTIES

The Association shall have the following powers and duties:

1. All of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida, including, but not limited to Section 617.0389, Florida Statutes.

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CLERK OF STATE
TALLAHASSEE, FLORIDA

2. To administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in or contemplated by the Declaration, including but not limited to, the following:

- A. To own, purchase, sell, mortgage, encumber, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.
- B. To make and collect Assessments against Owners to defray the costs, expenses and losses incurred or to be incurred by the Association and to use the proceeds thereof in the exercise of the Association's powers and duties.
- C. To enforce the provisions of the Declaration, these Articles and the Bylaws.
- D. To the extent not restricted by the Declaration, to make, establish and enforce reasonable rules and regulations governing the use of Units, Common Elements and other property under the jurisdiction of the Association.
- E. To grant and modify easements, and to dedicate property owned by the Association to any public or quasi-public agency, authority or utility company for public, utility, drainage and cable television purposes.
- F. To borrow money for the purposes of carrying out the powers and duties of the Association.
- G. To exercise control over alterations, additions, improvements, or changes in accordance with the terms of the Declaration.
- H. To obtain insurance as provided by the Declaration.
- I. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the Association and for proper operation of the properties for which the Association is responsible, or to contract with others for the performance of such obligations, services and/or duties.
- J. To sue and be sued.

ARTICLES IV – MEMBERS

The members of the Association shall consist of all of the record Owners of Units. Membership shall be established as to each Unit upon the recording of the Declaration. Upon the transfer of ownership of fee title to, or fee interest in, a Unit, whether by conveyance, devise, judicial decree, foreclosure or otherwise, and upon the recordation amongst the public records of Lee County, Florida, the deed or other instrument establishing the acquisition and designating the Unit affected thereby, the

new Owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior Owner as to the Unit designated shall be terminated, provided, however that the Association shall not have the responsibility or obligation of recognizing any such change in membership until it has been delivered a true copy of the applicable deed or other instrument, or is otherwise informed of the transfer of ownership of the Unit. Prior to the recording of the Declaration, the incorporator shall be the sole member of the Association.

The share of each member in the funds and assets of the Association, and the Common Surplus, and any membership in this Association, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that membership is established.

On all matters upon which the membership shall be entitled to vote, each members' Voting Interest shall be as set forth in the Declaration.

The Bylaws shall provide for an annual meeting of the members of the Association and shall make provision for special meetings.

ARTICLE V - TERM OF EXISTENCE

1. The Association shall have perpetual existence.

ARTICLE V - INCORPORATOR

The name and street address of the incorporator is John Greeley, 9990 Coconut Road, Bonita Springs, FL 34135.

ARTICLES VII - DIRECTORS

The property, business and affairs of the Association shall be managed by a Board, which shall consist of not less than three (3) directors, and which shall always be an odd number. The Bylaws may provide for a method of determining the number of directors from time to time. In the absence of a determination as to the number of directors, the Board shall consist of three (3) directors. Directors are not required to be members Association.

All of the duties and powers of the Association existing under the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject to approval by the members only when specifically required.

The Developer shall have the right to appoint all of the Directors subject to the following: (1) When Owners other than the Developer own fifteen percent (15%) or more of the Units, the Owners other than the Developer shall be entitled to elect no less than one-third (1/3) of the members of the Board of Directors; and (2) the rights of Owners to appoint Directors subject to Section V.B.5. of the Bylaws.

Subject to the rights of Owners to appoint Directors pursuant to Section V.B.5 of the Bylaws Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors upon the first to occur of the following:

(a) Three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(b) Three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

(d) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business;

(e) When the Developer files a petition seeking protection in bankruptcy;

(f) When a receiver for the Developer is appointed by a circuit court and is not discharged within thirty (30) days after such appointment, unless the court determines within thirty (30) days after appointment of the receiver that transfer of control would be detrimental to the Association or its members; or

(g) Seven (7) years after recordation of the certificate of a surveyor and mapper pursuant to Section 718.104(4)(e) or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of development rights in favor of the grantee of such unit, whichever occurs first.

Except as provided above and subject to the rights of Owners to appoint Directors under Section V.B.5. of the Bylaws, the Developer is entitled to designate at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%), of the Units in the Condominium. Following the time that Owners other than the Developer are entitled to elect or majority of the Board of Directors, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit Owner, except for purposes of reacquiring control of the Association or selecting the majority of members of the Board of Directors.

Directors shall be elected and removed in the manner provided in the Bylaws. Vacancies on the Board shall be filled in the manner provided by the Bylaws; however any director appointed by the Declarant may only be removed by the Declarant, and any vacancy on the Board shall be appointed by the Declarant if, at the time such vacancy is to be filled, the Declarant is entitled to appoint the directors.

The names and addresses of the initial directors, who shall hold office until their successors are appointed or elected, are as follows:

John Greeley 9990 Coconut Road
Bonita Springs, FL 34135

Elias Vassilaros 703 Waterford Way, Suite 800
Miami, FL 33126

John Greeley 9990 Coconut Road
Bonita Springs, FL 34135

ARTICLE VIII - OFFICERS

The officers of the Association shall be a president, one or more vice presidents, secretary, treasurer and such other officers as the Board may, from time to time by resolution create. The officers shall serve at the pleasure of the Board. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the Board are as follows:

John Greeley	President
Elias Vassilaros	Vice President
John Greeley	Secretary
Brian Kiely	Treasurer

ARTICLE IX - INDEMNIFICATION

The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees) judgments, fines and amounts paid in settlement actually and, reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duties to the Association unless and only to the extent that the court in which the action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to hereinabove, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the board in the specific case upon receipt of an undertaking by or on behalf of the directors, officers, employees or agents to repay such unless it shall be determined that he is entitled to be indemnified by the Association as authorized herein.

The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaws, agreement, vote of members or otherwise, and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE X - BYLAWS

The Bylaws shall be adopted by the Board and may be altered, amended or rescinded by the Declarant, the directors or members in the manner provided by the Bylaws.

ARTICLES XI - AMENDMENTS

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

1. A majority of the Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members, which may be an annual or a special meeting.

2. Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided in the Bylaws for the giving of notice of a meeting of the members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

3. At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the Voting Interest of the entire membership of the Association.

4. Any number of amendments may be submitted to the members and voted upon by them at any one meeting.

5. If all of the directors and all of the members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.

6. Subject to the rights of Owners to appoint Directors in Section V.B.5. of the Bylaws, notwithstanding anything contained herein to the contrary, so long as Declarant is entitled to elect a majority of the Board of Directors, Declarant shall have the right to amend these Articles without the consent or joinder of any other Owner or any Institutional Lender. In addition, no amendment which would in any way adversely effect any of the rights, privileges, powers or options herein provided in favor of or reserved to, the Declarant, unless the Declarant shall join in the execution of the amendment, including, but not limited to, any right of the Declarant to appoint directors.

7. After turnover of control of the Association to members other than the Declarant, no amendment shall change the qualifications for membership or in the Voting Interests of members without approval by all of the members. No amendment shall be made that is in conflict with the Declaration. Prior to the closing of the sale of all Units, no amendment shall in any way adversely effect any of the rights, privileges, powers or options herein provided in favor of; or reserved to, the Declarant, unless the Declarant shall join in the execution of the amendment, including, but not limited to, any right of the Declarant to appoint directors.

8. Notwithstanding anything contained herein to the contrary any amendment to these Articles that alters or affects an Owners' right to appoint one or more Directors pursuant to Section V.B.5 of the Bylaws requires approval of 100% of the Voting Interests to be effective.

ARTICLES X - INITIAL REGISTERED OFFICE AND NAME OF REGISTERED AGENT

The initial registered office of the Association shall be at 9990 Coconut Road, Bonita Springs, FL 34135.

The initial register agent at that address is John Greeley. The registered agent of the Association shall maintain copies of all further permitting actions for the benefit of the Association.

WHEREFORE, the incorporator, and the initial registered agent have executed these Articles on this ____ day of December, 2024. By executing these Articles, the undersigned registered agent accepts the appointment as registered agent and states that the undersigned is familiar with and accepts the obligations of that position.

John Greeley
John Greeley

STATE OF FLORIDA
COUNTY OF LEE

Sworn to and subscribed before me X in person or ___ by online notarization on this 4 day of December, 2024 by John Greeley, who is personally known to me or who produced _____ as identification.

Rouxann M. Ruberte
Notary Public

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the above-named corporation, at the place designated in these Articles of Incorporation, I hereby accept the appointment to act in this capacity and acknowledge that I am familiar with and agree to accept the obligations imposed upon registered agents under the Florida Not For Profit Act.

John Greeley
John Greeley



ROUXANN M. RUBERTE
Commission # HH 293336
Expires July 26, 2026

CSC FIN-77291

FILED
2024 DEC -5 AM 4:34
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Exhibit "D"

Bylaws

BYLAWS OF

BROOKS TOWN CENTER CONDOMINIUM ASSOCIATION, INC.

I. GENERAL PROVISIONS.

A. Identity. These are the Bylaws of Brooks Town Center Condominium Association, Inc., a Florida not-for-profit corporation, hereinafter referred to as the "Association". The Association has been organized for the purposes stated in the Articles and shall have all of the powers provided in these Bylaws, the Articles, the Declaration and any statute or law of the State of Florida, or any other power incident to any of the above powers.

B. Principal Office. The principal office of the Association shall be at such place as the Board may determine from time to time.

C. Fiscal Year. The fiscal year of the Association shall be the calendar year.

D. Seal. The seal of the Association shall have inscribed upon it the name of the Association, the year of its incorporation and the words "Corporation Not for Profit". The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the Association.

E. Inspection of Books and Records. The books and records of the Association shall be open to inspection by all Owners or their authorized representatives, and all holders, insurers or guarantors of any first mortgage encumbering a Unit. Such records of the Association shall include current copies of the Declaration, Articles, Bylaws and Rules and Regulations, and any amendments thereto any contracts entered into by the Association, and the books, records and financial statements of the Association. The Association shall be required to make available to prospective purchasers of Units current copies of the Declaration, Articles, Bylaws and Rules and Regulations, and the most recent annual financial statement of the Association. Notwithstanding the foregoing, any inspection of any books or records of the Association will only be permitted upon reasonable notice, during normal business hours or under reasonable circumstances.

F. Definitions. Unless the context otherwise requires, all terms used in these Bylaws shall have the same meaning as are attributed to them in the Articles and the Declaration of Condominium of Brooks Town Center, a Commercial Land Condominium.

II. MEMBERSHIP IN GENERAL.

A. Qualification. Pursuant to the Articles, all of the record Owners of Units shall be members of the Association. Membership for each Unit shall be established upon the recording of the Declaration. Prior to the recording of the Declaration, the incorporator shall be the sole Member of the Association, but its membership shall terminate upon the recording of the Declaration, unless it owns any Units.

B. Changes in Membership. The transfer of the ownership of any Unit, either voluntarily or by operation of law, shall automatically terminate the membership of the prior Owner, and the transferee or new Owner shall automatically become a Member of the Association. It shall be the responsibility of any such transferor and transferee of a Unit to notify the Association of any change in the ownership of any Unit, and the corresponding change in any membership, by delivering to the Association a copy of the deed or other instrument of conveyance which establishes a transfer of ownership. In the absence of such notification, the Association shall not be obligated to recognize any change in membership or ownership of a Unit for purposes of notice, voting, Assessments, or for any other purpose.

C. Member Register. The secretary of the Association shall maintain a register in the office of the Association showing the names and addresses of the Members of the Association. It shall be the obligation of each Member of the Association to advise the secretary of any change of address of the Member, or of the change of ownership of the Member's Unit, as set forth above. Upon the request of the Association, any Member who mortgages (or who has mortgaged) his Unit shall notify the Association of the name and address of his mortgagee. Any Member who satisfies the mortgage encumbering his Unit shall also notify the Association thereof, and shall file a copy of the satisfaction of mortgage with the Association.

III. MEMBERSHIP VOTING.

A. Voting Rights. Each Member's Voting Interest shall be as set forth in the Declaration. In the event any Unit is owned by more than one (1) person, or is owned by a person other than an individual, the votes for such Unit shall be cast as set forth below, and votes shall not be divisible.

B. Majority Vote and Quorum Requirements. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all Members and Owners for all purposes, except where otherwise provided by law, in the Declaration, in the Articles or in these Bylaws. Unless otherwise so provided, at any regular or special meeting, the presence in person or by proxy of persons entitled to cast one-third (1/3) of the votes of all the Members shall constitute a quorum.

C. Determination as to Voting Rights.

1. In the event any Unit is owned by one individual, his right to cast the votes for the Unit shall be established by the record title to his Unit.
2. In the event any Unit is owned by more than one individual or by an entity, the votes for the Unit may be cast at any meeting by any co-Owner of the Unit provided, however, that in the event a dispute arises between the co-Owners as to how the votes for the Unit shall be cast, or in the event the co-Owners are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to cast the votes for the Unit on the matter being voted upon at that meeting, but their membership shall be counted for purposes of determining the existence of a quorum.

For purposes of this paragraph, the principals or partners of any entity (other than a corporation) owning a Unit shall be deemed co-Owners of the Unit, and the directors and officers of a corporation owning a Unit shall be deemed co-Owners of the Unit.

3. Proxies. Every Member entitled to vote at a meeting of the Members, or to express consent or dissent without a meeting, may authorize another person or persons to act on the Member's behalf by a proxy signed by such Member or his attorney-in-fact. Any proxy shall be delivered to the secretary of the meeting at or prior to the time designated in the order of business for delivering proxies. Members may not vote by general proxy, but may vote by limited proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may also be used for votes taken to amend the Articles or Bylaws or for any matter that requires or permits a vote of the Members. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Member executing it. Every proxy shall specifically set forth the name of the person voting by proxy, and the name of the person authorized to vote the proxy for him. Every proxy shall contain the date, time and place of the meeting for which the proxy is given, and if a limited proxy, shall set forth those items which the proxy holder may vote, and the manner in which the votes are to be cast. Proxies to be used for a vote to waive or reduce reserves must contain a conspicuous notice that waiving, reducing or utilizing reserves for other purposes may result in special assessments.
4. Authority. With respect to any action taken by an officer or purported officer of an entity that is an Owner, the Association shall have no duty to inquire as to the authority of such partner, officer or director.

IV. MEMBERSHIP MEETINGS.

A. Persons Entitled to Attend. In the event any Unit is owned by more than one person, all co Owners of the Unit may attend any meeting of the Members. In the event any Unit is owned by a corporation, any director or officer of the corporation may attend any meeting of the Members. However, the votes for any Unit shall be cast in accordance with the provisions hereof. Institutional Mortgagees have the right to attend all Members meetings.

B. Place. All meetings of the Members shall be held at the principal office of the Association or at such other place and at such time as shall be designated by the Board and stated in the notice of meeting.

C. Notices. Written notice, which must include an agenda, stating the place, day and hour of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given by first-class mail, hand

delivered or electronically transmitted delivered to each Member entitled to vote at such meeting and shall be posted in a conspicuous place on the Condominium Property, not less than fourteen (14) nor more than sixty (60) days before the date of the meeting, and upon notice to the Unit Owners, the Board shall by duly adopted rule designate one or more specific locations on the Condominium Property upon which all notices of Unit Owner meetings shall be posted. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears in the records of the Association, with postage thereon pre-paid. For the purpose of determining Members entitled to notice of, or to vote at, any meeting of the members of the Association, or in order to make a determination of the Members for any other purpose, the Board shall be entitled to rely upon the Member register as same exists fourteen (14) days prior to the giving of the notice of any meeting, and the Board shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so. Notwithstanding the foregoing, if a Unit is owned by more than one individual or by an entity, only one notice shall be required to be given with respect to the Unit, which may be given to any co-Owner as defined hereinabove of these Bylaws. Notice to any Member or co-Owner shall be sent to the Unit of such Member or co-Owner, unless the Owner of the Unit requests otherwise.

D. Waiver of Notice. Whenever any notice is required to be given to any Member under the provisions of the Articles or these Bylaws, or as otherwise provided by law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a Member at a meeting shall constitute a waiver of notice of such meeting, except when the Member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

E. Annual Meeting. The annual meeting for the purposes of electing directors and transacting any other business shall be held once each year at a time and place to be determined by the Board and as is contained in the notice of such meeting.

F. Special Meetings. Special meetings of the Members may be called at any time by any director, the president, or at the request, in writing, by not less than twenty-five percent (25%) of the Members, or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting shall be given in accordance with paragraph C, above.

G. Adjournments. Any meeting may be adjourned or continued by a majority vote of the Members present in person or by proxy and entitled to vote, or if no Member entitled to vote is present, then any officer of the Association may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to Members not present at the original meeting, without giving notice to the Members which were present at such meeting.

H. Organization. At each meeting of the Members, the president, the vice president, or any person chosen by a majority of the Members present, in that order, shall act as chairman of the meeting. The secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting, shall act as secretary of the meeting.

I. Order of Business. The order of business at the annual meetings of the Members shall be:

1. Determination of chairman of the meeting;
2. Calling of the roll and certifying of proxies;
3. Proof of notice of meeting or waiver of notice;
4. Reading and disposal of any unapproved minutes;
5. Reports of directors, officers or committees;
6. Nomination and election of inspectors of election;
7. Determination of number of directors;
8. Election of directors;
9. Unfinished business;
10. New business; and
11. Adjournment.

J. Minutes. The minutes of all meetings of the Members shall be kept in a book available for inspection by the Members or their authorized representatives, and the directors, upon reasonable notice, during reasonable times. The Association shall retain these minutes for a period of not less than seven (7) years.

K. Actions Without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the Members of the Association, may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those Members who have not consented in writing, and such notice shall be mailed, hand delivered or electronically transmitted. The notice shall fairly summarize the material features of the authorized action. If a Unit is owned by more than one (1) person or by a corporation, the consent for such Unit need only be signed by one (1) person who would be entitled to cast the vote for the Unit as a co-Owner pursuant to these Bylaws.

V. DIRECTORS.

A. Membership. The affairs of the Association shall be managed by a Board of not less than three (3) nor more than nine (9) directors. The Board shall initially consist of three (3) directors, and the number of directors shall not be increased without the consent of 66 and 2/3% of the total Voting Interest. If the number of directors on the Board is not changed, then the number of directors shall be the same as the number on the Board prior to such meeting (plus any unfilled vacancies created by the death, resignation or removal of a director). In any event there shall always be an odd number of directors.

B. Election of Directors by Members. Subject to sub-section V.B.5, below, the election of directors to be elected by the Members of the Association shall be conducted in the following manner:

1. Within ninety (90) days after the Members other than the Developer are entitled to elect any directors, as provided in the Articles, or within ninety (90) days after the Developer notifies the Association that it waives its right to appoint one or more directors, the Association shall call a special meeting of the Members to elect any directors the Members are then entitled to elect, or to replace the appropriate number of directors previously appointed by the Developer. Such special meeting may be called and the notice given by any Member if the Association fails to do so. At such special meeting the Members shall be required to elect any directors which they are entitled to elect, and if they fail to do so any directors appointed by Developer which would have been replaced by any directors elected by the Members may resign without further liability or obligation to the Association. The Members of the board shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the board, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise. Not less than sixty (60) days before a scheduled election, the Association shall mail, deliver, or electronically transmit, whether by separate Association mailing or included in another Association mailing, delivery, or transmission, including regularly published newsletters, to each Unit Owner entitled to a vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the board must give written notice to the Association not less than forty (40) days before a scheduled election. The Association shall mail, deliver, or electronically transmit a second notice of the election to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 ½ by 11 inches, which must be furnished by the candidate not less than thirty five (35) days before the election, to be included with the mailing, delivery or transmission of the ballot, with the costs of mailing, delivery, or electronic transmission and copying to be born by the Association. The Association is not liable for the contents of the information sheets prepared by the candidates. In

order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper.

2. Except as provided above, the Members shall elect directors at a special meeting of the Members.
3. Prior to any special or annual meeting at which directors are to be elected by the Members, the existing Board may nominate a committee, which committee shall nominate one (1) person for each director to be elected by the Members, on the basis that the number of directors to serve on the Board will not be altered by the Members at the Members' meeting. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.
4. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of the members of the Board. No Unit Owner shall permit any other person to vote his or her ballot, and any such ballots improperly cast shall be deemed invalid. A Unit Owner who needs assistance in casting the ballot for the reasons stated in Florida Statute 101.051 may obtain assistance in casting the ballot. Each Member voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
5. Any Unit Owner owning two (2) Units (an "Appointing Owner") shall be entitled to appoint one (1) director to the Board, with the remaining vacant Board seats being filled by a vote of the majority in interest of the remaining Unit owners (without taking into account the voting interests allocated to the two (2) Units owned by Appointing Owner). If an Appointing Owner owns three (3) Units, the such Owner may nevertheless vote the Voting Interest of its third (3rd) Unit in the election to fill the remaining Board seats (if any). If an Appointing Owner owns four (4) Units, then such Appointing Owner shall be entitled to appoint two (2) directors.

C. Term of Office. All directors elected by the Members shall hold office until the next annual meeting of the Members and until their successors are duly elected, appointed pursuant to sub-section V.B.5, above, or until such director's death, resignation or removal, as hereinafter provided or as otherwise provided by statute or by the Articles.

D. Organizational Meeting. The newly elected Board shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten (10) days of the same at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

E. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. No regular meetings of the Board will be required.

F. Special Meetings. Special meetings of the Board may be called by any director, or by the president, at any time.

G. Notice of Meetings. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus-one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the board. However, written notice of any meeting at which: (1) nonemergency Special Assessments, or (2) amendments to rules regarding Unit use will be considered shall be mailed, delivered, or electronically transmitted to the Unit Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property or Association Property upon which all notices of Board meetings shall be posted.

H. Meetings to Adopt Budgets and Assessments. Any meeting at which a proposed annual budget of the Association will be considered by the Board or Unit Owners shall be open to all Unit Owners. At least fourteen (14) days prior to such a meeting, the Board shall hand deliver to each Unit Owner, mail to each Unit Owner at the address last furnished to the Association by the Unit Owner, or electronically transmit to the location furnished by the Unit Owner for that purpose a notice of such meeting and a copy of the proposed annual budget. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement, and such affidavit shall be filed among the official records of the Association. Evidence of compliance with the foregoing fourteen (14) day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property or Association Property upon which all notices of Board meetings shall be posted. Notice of any meeting in which the regular special assessments against Unit Owners are to be considered for any reason shall specifically state that assessments will be considered and the nature, estimated cost and description of the purposes of such assessments. Meetings of a committee to take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are subject to the provisions of this paragraph. However, meetings of a committee that does not take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are not subject to the provisions of this section.

If a Board adopts in any fiscal year an annual budget which requires Assessments against Unit Owners which exceed one hundred fifteen percent (115%) of Assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board receives, within twenty-one (21) days after the adoption of the annual budget, a written request for a special meeting from at least ten percent (10%) of all Voting Interests. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board shall hand deliver to each Unit Owner, or mail to each unit owner at the address last furnished to the Association, a notice of

the meeting. An officer or manager of the Association, or other person providing notice to such meeting shall execute an affidavit evidencing compliance with this notice requirement, and such affidavit shall be filed among the official records of the Association. Unit Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all Voting Interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board shall take effect as scheduled.

Any determination of whether Assessments exceed one hundred fifteen percent (115%) of assessments for the prior fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses of the Association which the Board does not expect to be incurred on a regular or annual basis, or Assessments for betterments to the Condominium Property.

If the Developer controls the board, Assessments shall not exceed one hundred fifteen percent (115%) of Assessments for the prior fiscal year unless approved by a majority of all Voting Interests.

In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance, unless Members other than the Developer have determined, by a majority vote at a duly called meeting of the Association, to provide no reserves or less reserves than required by this subsection. However, prior to turnover of control of an Association by the Developer to Unit Owners other than a Developer, the Developer may vote to waive the reserves or reduce the funding of reserves for the first two (2) fiscal years of the Association's operation, beginning with the fiscal year in which the initial declaration is recorded. After such time reserves may be waived or reduced only upon the vote of a majority of all non-developer Voting Interests voting in person or by limited proxy at a duly called meeting of the Association.

I. Quorum and Manner of Acting. A majority of the directors determined in the manner provided in these Bylaws shall constitute a quorum for the transaction of any business at a meeting of the Board. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number of directors is required by the Declaration, Articles or by applicable law. A director who is present at a meeting of the board shall be deemed to have voted in favor of any action taken, unless he voted against or abstained from voting because of an asserted conflict of interest. The vote or abstention of each director present on each issued voted upon shall be recorded in the minutes.

J. Committees. The Board may, by resolution duly adopted, appoint committees. Any committee shall have and may exercise such powers, duties and functions as may be determined by the Board from time to time, which may include any powers which may be exercised by the Board and which are not prohibited by law from being exercised by a committee.

K. Resignation. Any director may resign at any time by giving written notice of his resignation to another director or officer. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

L. Removal of Directors. Directors may be removed as follows:

- i. Any director other than a director appointed by the Developer may be removed by majority vote of the remaining directors, if such director has been absent for the last three (3) consecutive Board meetings and adjournments and continuances of such meetings.
2. Any director other than a director appointed by the Developer may be removed with or without cause by a majority of the votes of the Members of the Association at a special meeting of the Members called by not less than ten percent (10%) of the Members of the Association expressly for that purpose. The vacancy on the Board caused by any such removal may be filled by the Members at such meeting or, if the Members shall fail to fill such vacancy, by the Board, as in the case of any other vacancy on the Board.

M. Vacancies.

1. Vacancies in the Board may be filled by a majority vote of the directors then in office, though less than a quorum, or by a sole remaining director, and a director so chosen shall hold office until the next annual election and until his successor is duly elected, unless sooner displaced. If there are no directors, then a special election of the members shall be called to, elect the directors. Notwithstanding anything contained herein to the contrary, the Developer at all times shall have the right to appoint the maximum number of directors permitted by the Articles, and any vacancies on the Board may be filled by the Developer to the extent that the number of directors then serving on the Board which were appointed by the Developer is less than the number of directors the Developer is then entitled to appoint.
2. In the event the Association fails to fill vacancies on the Board sufficient to constitute a quorum in accordance with these Bylaws; any Owner may apply to the Circuit Court of Lee County for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Owner shall mail to the Association a notice describing the intended action giving the Association the opportunity to fill the vacancies. If during such time the Association fails to fill the vacancies, the Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorney's fees. The receiver shall have all powers and duties of a duly constituted member of the Board, and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum. A director may join by written concurrence in any action taken at a meeting of the Board but such concurrence may not be used for the purposes of creating a quorum.

N. Adjourned Meetings. A majority of the directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the Board to another place and time. Notice of any such adjourned meeting shall be given to the directors who are not present at the time of the adjournment, and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

O. Presiding Officer. The presiding officer of the Board meetings shall be the chairman of the Board if such an officer is elected and if none, the president of the Association shall preside. In the absence of the presiding officer, the directors shall designate one of their members to preside.

P. Order of Business. The order of business at a Board meeting shall be:

1. Calling of roll;
2. Proof of due notice of meeting;
3. Reading and disposal of any unapproved minutes;
4. Reports of officers and committees;
5. Election of officers;
6. Unfinished business;
7. New business; and
8. Adjournment

Q. Minutes of Meetings. The minutes of all meetings of the Board shall be kept in a book available for inspection by the Members of the Association, or their authorized representatives, and the directors, upon reasonable notice, during reasonable times. The Association shall retain these minutes and all other records for a period of not less than seven (7) years within Lee County or within forty five (45) miles of the Condominium, and shall be open to inspection by any Association Member or the authorized representative of the Member at all reasonable times. Alternatively, the Association may offer access to records electronically. Personal information, such as social security, drivers' license and credit card numbers shall not be disclosed.

R. Directors Appointed by the Developer. Notwithstanding anything contained herein to the contrary, the Developer shall have the right to appoint the maximum number of directors in accordance with the privileges granted to the Developer pursuant to the Articles. All directors appointed by the Developer shall serve at the pleasure of the Developer, and the Developer shall have the absolute right, at any time, and in its sole discretion, to remove any director appointed by it, and to replace such director with another person to serve on the Board. Replacement of any director appointed by the Developer shall be made by written instrument delivered to any officer or any other director, which instrument shall specify the name of the person designated as successor director. The removal of any director and the designation of his successor

by the Developer shall become effective immediately upon delivery of such written instrument by the Developer.

S. Compensation. The directors shall not be entitled to any compensation for serving as directors unless the Members approve such compensation, provided however, the Association may reimburse any director for expenses incurred on behalf of the Association, without approval of the Members.

T. Powers and Duties. The directors shall have the right to exercise all of the powers and duties of the Association, express or implied, existing under these Bylaws, the Articles, the Declaration, or as otherwise provided by statute or law.

VI. OFFICERS.

A. Members and Qualifications. The officers of the Association shall include a president, vice president, treasurer and secretary, all of whom shall be elected by the directors and may be removed from office with or without cause by the directors. Any person may hold two or more offices except that the president shall not also be the secretary. The Board may, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be appropriate to manage the affairs of the Association from time to time. Each officer shall hold office until the meeting of the board following the next annual meeting of the Members, or until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these Bylaws.

B. Resignation. Any officer may resign at any time by giving written notice of his resignation to any director or officer. Any such resignation shall take effect at the time specified therein, or if there is not time specified therein, immediately upon its receipt and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

C. Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause may be filled for the unexpired portion of the term of such vacant office, in the manner prescribed in these Bylaws for the regular election or appointment of such office.

D. The President. The president shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an Association or corporation including, but not limited to, the power to appoint committees from among the Members from time to time, as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

E. The Vice President. The vice president shall, in the absence or disability of the president, exercise the powers and perform the duties of the president. He shall also assist the president generally and exercise such other powers and perform such other duties as may be prescribed by the directors.

F. The Secretary. The secretary shall prepare and keep the minutes of all proceedings of the directors and the Members. He shall attend to the giving and serving of all notices to the Members and directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a

seal when duly executed. He shall keep the records of the Association, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an Association, and as may be required by the directors or the president.

G. The Treasurer. The treasurer shall have custody of all property of the Association, including funds, securities, and evidence of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board for examination at reasonable times. He shall submit a Treasurer's Report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer. He shall collect all Assessments and shall report to the Board the status of collections as requested.

H. Compensation. The officers shall not be entitled to compensation unless the Board specifically votes to compensate them. However, neither this provision, nor the provision that directors will not be compensated unless otherwise determined by the Members, shall preclude the Board from employing a director or an officer as an employee of the Association and compensating such employee, nor shall they preclude the Association from contracting with a director for the management of property subject to the jurisdiction of the Association, or for the provision of services to the Association, and in either such event to pay such director a reasonable fee for such management or provision of services.

VII. FINANCES AND ASSESSMENTS.

A. Assessment Roll. The Association shall maintain an Assessment roll for each Unit, designating the name and current mailing address of the Owner, the amount of each Assessment against such Owner, the dates and amounts in which the Assessments come due, the amounts paid upon the account of the Owner, and the balance due.

B. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, directors or other persons as may be designated by the Board. Fidelity bonds as required by the Declaration shall be required of all signatories on any account of the Association.

C. Depositing of Payments. All sums collected by the Association from Assessments may be deposited in single fund or divided into more than one fund, as determined by the Board.

D. Accounting Records and Reports. The Association shall maintain accounting records according to good accounting practices. The records shall be open to inspection by Owners and Institutional Lenders or their authorized representatives, at reasonable times. Within ninety (90) days after the end of the fiscal year, or annually on a date provided in the Bylaws, the Association shall prepare and complete, or contract for the preparation and completion of, a financial report for the preceding fiscal year. Within twenty-one (21) days after the final financial report is completed by the Association or received from the third party, but not later than one hundred twenty (120) days after the end of the fiscal year or other date as provided in the Bylaws, the

Association shall mail to each Unit Owner at the address last furnished to the association by the Unit Owner, or hand deliver to each Unit Owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the Unit Owner, without charge, upon receipt of a written request from the Unit Owner. The Association shall prepare an annual report of cash receipts and disbursements.

A report of cash receipts and disbursements must disclose the amount of receipts by accounts and receipt classification in the amount of expenses by accounts and expense classifications including, but not limited to, the following, as applicable: taxes, insurance costs, building maintenance and repair, expenses for lawn care, expenses for refuse collection and utility services, security, professional and management fees and expenses, administration and salary expenses, and reserves accumulated and expended for capital expenditures, deferred maintenance and any other category which the Association maintains reserves.

E. Reserves. Subject to the Developer's right to waive reserves for the first two (2) years of operation, the budget of the Association shall provide for a reserve fund for the periodic maintenance, repair and replacement of the Common Elements and other property which the Association is obligated to maintain (if any).

VIII. PARLIAMENTARY RULES. Roberts Rules of Order (latest Edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, Articles or these Bylaws.

IX. AMENDMENTS. Except as otherwise provided, these Bylaws may be amended in the following manner:

A. 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.

B. Initiation. A resolution to amend these Bylaws may be proposed either by any director, or by or at the direction of Members holding twenty-five percent (25%) or more of the votes of the Association.

C. Adoption of Amendments.

1. A resolution for the adoption of the proposed amendment shall be adopted by not less than a majority of the votes of the entire membership of the Association.
2. Notwithstanding the foregoing but subject to IX.C.4. below, these Bylaws may be amended solely by the Board, upon the unanimous vote of the directors and without the vote or approval of the Members, if the purpose of such amendment is solely to conform these Bylaws to the provisions of any applicable state statute including any amendment to any statute hereafter adopted.
3. Notwithstanding anything contained herein to the contrary but subject to IX.C.4. below, so long as the Developer is entitled to

appoint a majority of the directors, the Developer shall have the right to unilaterally amend these Bylaws without the joinder or approval of the Board or Members and so long as the Developer owns any Unit for sale in the ordinary course of business, no amendment to these Bylaws shall be effective without the written approval of Developer.

4. Any amendment to these Bylaws that alters or affects an Owners' right to appoint one or more Directors pursuant to Section V.B.5 hereof requires approval of 100% of the Voting Interests to be effective.

D. Amendments after Turnover. After turnover of control of the Association to Members other than the Developer, no amendment shall make any changes in the qualification for membership nor in the Voting Interests of Members without approval by all of the Members and the joinder of all record owners of mortgages upon the Units. No amendment shall be made that is in conflict with the Declaration or the Articles. Prior to the closing of the sale of all Units, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to, the Developer, unless the Developer shall join in the execution of the amendment.

E. Form of Amendment. These bylaws shall not be revised or amended by reference to title or number only. Proposals to amend these bylaws shall contain the full text of the bylaws to be amended. New words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw. See bylaw _____ for present text".

F. Execution and Recording. No modification of, or amendment to, the Bylaws, shall be valid until recorded in the public records of the county in which the Condominium is located.

X. MISCELLANEOUS.

A. Tenses and Genders. The use of any gender or any tenses in these Bylaws shall refer to all genders or to all tenses, wherever the context so requires.


B. Partial Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

C. Conflicts. In the event of any conflict, the Declaration, the Articles, these Bylaws and the Rules and Regulations shall govern, in that order.

D. Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these Bylaws or the intent of any provision hereof.

E. Waiver of Objections. The failure of the Board or any officers of the Association to comply with any terms and provisions of the Declaration, the Articles, or these Bylaws which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such failure shall be waived if it is not objected to by a Member of the Association within ten (10) days after the Member is notified, or becomes aware, of the failure. Furthermore, if such failure occurs at a general or special meeting, the failure shall be waived as to all Members who received notice of the meeting or appeared and failed to object to such failure at the meeting.

The foregoing were adopted as the Bylaws of the Association this 4th day of December, 2024.



Elias Vassilaros, Secretary

Brooks Town Center Condominium
Association, Inc.

By:  PRESIDENT

(corporate seal)

Exhibit "E"
District Permit

#78272568_v4



South Florida Water Management District
Individual Environmental Resource Permit No. 36-109799-P
Date Issued: November 7, 2023

Permittee: Long Bay Partners, LLC
PAC Estero Apartments, LLC

Project: Brooks Town Center Apartments

Application No. 230809-39814

Location: Lee County, See Exhibit 1

Your application for an Individual Environmental Resource Permit is approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330, Florida Administrative Code (F.A.C.). Unless otherwise stated, this permit constitutes certification of compliance with state water quality standards under section 401 of the Clean Water Act, 33 U.S.C. 1341, and a finding of consistency with the Florida Coastal Management Program. Please read this entire agency action thoroughly and understand its contents.

This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource Permits.
- The attached Special Conditions.
- All referenced Exhibits.

All documents are available online through the District's ePermitting site at www.sfwmd.gov/ePermitting.

If you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

The District does not publish notices of action. If you wish to limit the time within which a person may request an administrative hearing regarding this action, you are encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Legal requirements and instructions for publishing a notice of agency action, as well as a noticing format that can be used, are available upon request. If you publish a notice of agency action, please send a copy of the affidavit of publication provided by the newspaper to the District's West Palm Beach office for retention in this file.

If you have any questions regarding your permit or need any other information, please call us at 1-800-432-2045 or email epermits@sfwmd.gov.

Rich Batewell, III, P.E.
Section Administrator

Permittees:

Long Bay Partners, LLC
9990 Coconut Road, Suite 202
Bonita Springs, FL 34135

PAC Estero Apartments, LLC
730 Bonnie Brae Street
Winter Park, FL 32789

**South Florida Water Management District
Individual Environmental Resource Permit No. 36-109799-P**

Date Issued:	November 7, 2023	Expiration Date:	November 7, 2028
Project Name:	Brooks Town Center Apartments		
Permittees:	Long Bay Partners, LLC 9990 Coconut Road, Suite 202 Bonita Springs, FL 34135 PAC Estero Apartments, LLC 730 Bonnie Brae Street Winter Park, FL 32789		
Operating Entity:	Long Bay Partners, LLC 9990 Coconut Road, Suite 202 Bonita Springs, FL 34135 PAC Estero Apartments, LLC 730 Bonnie Brae Street Winter Park, FL 32789		
Location:	Lee County		
Permit Acres:	5.33 acres		
Project Land Use:	Government		
Special Drainage District:	N/A		
Water Body Classification:	CLASS III		
FDEP Water Body ID:	3258D4		
Conservation Easement to District:	No		
Sovereign Submerged Lands:	No		

Project Summary

This Environmental Resource Permit (ERP) authorizes the construction and operation of a stormwater management (SWM) system serving 5.33 acres of a residential development known as Brooks Town Center Apartments.

The project proposes the redevelopment of a commercial building into a multifamily residential building. The SWM system will convey stormwater to an existing master system. Refer to the Engineering Evaluation and Exhibit No. 2.0 for additional information.

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062, F.A.C.

Site Description

The site contains an existing commercial building with associated infrastructure. The project is located on the northwest corner of the intersection of Three Oaks Parkway and Coconut Road in Lee County. Refer to Exhibit No. 1.0 for a location map.

For information on wetland and other surface water (OSW) impacts, please see the Wetlands and OSWs section of this permit.

Background

This project was initially authorized for the construction of a commercial building under Permit No. 36-00288-S-02 as part of The Brooks master SWM system. The project was certified and converted to operation in December 2015.

Ownership, Operation, and Maintenance (O&M)

Perpetual operation and maintenance of the SWM system will be the responsibility of Long Bay Partners, LLC and PAC Estero Apartments, LLC. Upon conveyance or division of ownership or control of the property or the system, the permittee must notify the Agency in writing within 30 days, and the new owner must request transfer of the permit.

Engineering Evaluation:**Land Use**

Please refer to the Engineering Evaluation Tables for land use details.

Water Quality

The project is located within the Halfway Creek Waterbody (WBID 3258D4), a watershed identified by the Florida Department of Environmental Protection as impaired; therefore, the design includes a site-specific pollutant loading analysis and an additional 50% water quality treatment volume above the amounts required pursuant to Section 4.2.1, ERP Applicant's Handbook (AH) Volume (Vol.) II, as reasonable assurances that the projects discharge will not cause or contribute to violations of State water quality standards. The master SWM system authorized under Permit No. 36-00288-S-02 provides the required water quality treatment. The project includes implementation of a Turbidity and Erosion Control Plan, (Exhibit No. 2.0), as additional reasonable assurance of compliance with water quality criteria during construction.

Water Quantity

This project will convey stormwater to an existing master SWM system for water quality treatment, attenuation, and nutrient removal.

Discharge

The project is consistent with land use and grading of the master SWM system as authorized by ERP No. 36-00288-S-02. The SWM design meets the criteria of Section 3.2(b), ERP AH Vol. II. Project discharge has not been limited to a specified rate.

Parking Lot Design

As found in Exhibit No. 2.0 - page 6, the minimum parking lot elevations have been set at or above the peak design storm elevation.

Road Design

As found in Exhibit No. 2.0 - page 6, the minimum road crown elevations have been set at or above the peak design storm elevation.

Perimeter Berm

As found in Exhibit No. 2.0 - page 6, the minimum perimeter berm elevations have been set at or above the peak design storm elevation.

Finished Floors

As found in Exhibit No. 2.0 - page 6, the minimum finished floor elevations have been set at or above the peak design storm elevation.

Certification and O&M

Pursuant to Chapter 62-330.310, F.A.C., Individual Permits will not be converted from the construction phase to the operation phase until construction completion certification (CCC) of the project is submitted to and accepted by the District. This includes compliance with all permit conditions, except for any long-term maintenance and monitoring requirements. It is suggested that the permittee retain the services of an appropriate professional registered in the State of Florida for periodic observation of construction of the project.

For projects permitted with an operating entity that is different from the permittee, it should be noted that until the CCC is accepted by the District and the permit is transferred to an acceptable operating entity pursuant to Sections 12.1 - 12.3, ERP AH Vol. I and Section 62-330.310, F.A.C., the permittee is liable for O&M in compliance with the terms and conditions of this permit.

In accordance with Section 373.416(2), F.S., unless revoked or abandoned, all SWM systems and works permitted under Part IV of Chapter 373, F.S., must be operated and maintained in perpetuity.

The efficiency of SWM systems, dams, impoundments, and most other project components will decrease over time without periodic maintenance. The O&M entity must perform periodic inspections to identify if there are any deficiencies in structural integrity, degradation due to insufficient maintenance, or improper operation of projects that may endanger public health, safety, or welfare, or the water resources. If deficiencies are found, the O&M entity is responsible for correcting the deficiencies in a timely manner to prevent compromises to flood protection and water quality. See Section 12.4, ERP AH Vol. I for Minimum Operation and Maintenance Standards.

Notable project components requiring routine inspection and maintenance include but are not limited to:

- Side slopes for stormwater lakes and ponds – maintain side slopes no steeper than 4:1 (horizontal:vertical) to a depth of 2.0 feet below the control elevation and nurtured or planted from 2.0 feet below to 1.0 feet above the control elevation pursuant to Section 5.4.2, ERP AH Vol. II.
- Conveyance pipes, conveyance structures and discharge structures – all pipes and structures must be inspected for structural integrity and be maintained clear of trash, sediment and vegetative debris.
- Exfiltration trenches – all pipes and structures must be inspected for structural integrity and be maintained clear of trash, sediment and vegetative debris.
- Swales – maintain the permitted cross-section and vegetative cover.
- Underground storage facilities – all facilities must be inspected for structural integrity and be maintained clear of trash, sediment and vegetative debris.
- Pumps – float switches should be inspected and any obstructions removed to ensure proper operation; intake and discharge pipes should be maintained clear of trash, sediment and vegetative debris; motors should be maintained to ensure proper operation.

Engineering Evaluation Tables:**Land Use**

Basin	Land Type	Area (ac)	% of Total Basin
BTC Apartments	Building Cover New	1.62	30.39
	Pavement	1.99	37.34
	Concrete	0.66	12.38
	Open Space	1.06	19.89
	Total:		5.33

Environmental Evaluation:

Wetland and OSW Description

There are no wetlands or OSWs located within the project site. There is one offsite wetland, located north of the project boundary.

Wetland and OSW Impacts

There are no proposed wetland or OSW impacts.

Secondary Impacts

The adjacent offsite wetland will have no secondary impacts, as the existing conditions will remain the same and there will be no encroachment to the wetland.

Fish, Wildlife, and Listed Species

The project site does not contain significant habitat for wetland-dependent endangered or threatened wildlife species, or species of special concern. No wetland-dependent endangered or threatened species or species of special concern were observed onsite. Submitted information indicates that potential use of the site by such species is minimal.

This permit does not relieve the permittee from complying with all applicable rules and any other agencies' requirements if, in the future, endangered or threatened species or species of special concern are discovered on the site.

Related Concerns:

Water Use Permit Status

The permittee has indicated that surface water lakes and groundwater will be used as a source for irrigation water for the project. Water Use Permit No. 36-00282-W is currently active at the project site.

The permittee has indicated that dewatering is not required for construction of this project.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation.

Water and Wastewater Service

Bonita Springs Utilities

Historical/ Archaeological Resources

No information has been received that indicates the presence of archaeological or historical resources on the project site or indicating that the project will have any effect upon significant historic properties listed, or eligible for listing in the National Register of Historic Places.

This permit does not release the permittee from complying with any other agencies requirements in the event that historical and/or archaeological resources are found on the site.

General Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms, and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit"[Form 62-330.310(3)]; or
 - b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations, and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the

County in which the activity is located.

b. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the Agency in writing:
 - a. Immediately if any previously submitted information is discovered to be inaccurate; and
 - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

Special Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. The construction authorization for this permit shall expire on the date shown on page 2.
2. Perpetual operation and maintenance of the SWM system shall be the responsibility of Long Bay Partners, LLC and PAC Estero Apartments, LLC. The permittees shall notify the Agency in writing within 30 days of any conveyance or division of ownership or control of the property of the system, and the new owner must request transfer of the permit in accordance with Rule 62-330.340, F.A.C.
3. A stable, permanent and accessible elevation reference shall be established on or within 100 feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
4. Prior to any future construction, the permittee shall apply for and receive an Individual ERP. As part of the permit application, the applicant for that phase shall provide documentation verifying that the proposed construction is consistent with the design of the master stormwater management system, including the land use and site grading assumptions.
5. Prior to initiating construction activities associated with this ERP, the permittee is required to hold a pre-construction meeting with field representatives, consultants, contractors, District Environmental Resource Bureau (ERB) staff, and any other local government entities as necessary. The purpose of the pre-construction meeting is to discuss construction methods, sequencing, best management practices, identify work areas, staking and roping of preserves where applicable, and to facilitate coordination and assistance amongst relevant parties. To schedule a pre-construction meeting, please contact ERB staff from the Fort Myers Service Center at (239) 338-2929 or via e-mail at: precon@sfwmd.gov. When sending a request for a pre-construction meeting, please include the application number, permit number, and contact name and phone number.
6. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or permittee associated with this project. Please refer to Chapter 68A-27, F.A.C. for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to: FWCConservationPlanningServices@MyFWC.com.

Project Work Schedule for Permit No. 36-109799-P

The following activities are requirements of this Permit and shall be completed in accordance with the Project Work Schedule below. Please refer to General Conditions, Special Conditions and/or Specific Conditions for more information. Any deviation from these time frames will require prior approval from the District's Environmental Resources Bureau and may require a modification to this permit. Such requests must be made in writing and shall include: (1) reason for the change, (2) proposed start/finish and/or completion dates, and (3) progress report on the status of the project.

Condition No.	Date Added	Description (Application Number)	Due Date	Date Satisfied
GC 4	11/07/2023	Construction Commencement Notice	Prior to Construction	
GC 6	11/07/2023	Submit Certification	30 Days After Construction Completion	
GC 7	11/07/2023	Submit Operation Transfer Request	Within 30 days of Certification	
SC 5	11/07/2023	Pre-Construction Meeting	Prior to Construction	

GC = General Condition

SC = Special Condition

Distribution List

Charles Krebs, Hole Montes a Bowman Company

Audubon of Florida

Div of Recreation and Park - District 4

US Army Corps of Engineers - Permit Section

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website at <http://my.sfwmd.gov/ePermitting> and searching under this application number 230809-39814.

[Exhibit No. 1.0 Location Map](#)

[Exhibit No. 2.0 Stormwater Management Plans](#)

NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.

- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401-.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.



**BROOKS OF BONITA SPRINGS
&
BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS**

8

**STORMWATER MANAGEMENT
RULES AND POLICIES
FOR
BROOKS OF BONITA SPRINGS COMMUNITY DEVELOPMENT DISTRICT
AND
BROOKS OF BONITA SPRINGS II COMMUNITY DEVELOPMENT DISTRICT**

Section 1. Short Title, Authority and Applicability

a. This document shall be known and may be cited as the “Stormwater Management Rules and Policies for Brooks Community Development Districts”.

b. The Boards of Supervisors (each, a “**Board**”) of Brooks of Bonita Springs Community Development District and Brooks of Bonita Springs II Community Development District (collectively, the “**District**”) has the authority to adopt rules and policies pursuant to Chapter 190 of the Florida Statutes, as amended.

c. These rules and policies shall be applicable to all those property owners, community and condominium associations, persons or entities who are served by, or are utilizing, the master stormwater management system operated by the District.

d. It is intended that these Rules will be administered in conjunction with the Gutter, Downspout, and Drainage Standards (the “**Standards**”) published and enforced by the Architectural Review Board of the Association (defined herein), as the Standards may be amended from time to time. The Standards have been developed collectively by (i) the District, (ii) Spring Run Golf Club Community Association, Inc. (“**Spring Run**”), (iii) Shadow Wood Community Association, Inc. (“**Shadow Wood**”), (iv) Copperleaf Golf Club Community Association, Inc. (“**Copperleaf**”), and (v) The Harbour Club at Lighthouse Bay, Inc. (“**Lighthouse Bay**”) (Spring Run, Shadow Wood, Copperleaf and Lighthouse Bay are referred to collectively herein as the “**Association**”) to meet both: (i) the aesthetic needs of the Association and (ii) the functional needs of the District to significantly limit erosion and washout to lake banks which may affect the proper operation of the Master Stormwater System (defined herein). A copy of the Standards may be obtained on the District’s website at <https://brookscdds.net/>.

Commented [MM1]: Confirm Association information and confirm this section is correct.
Note: These stormwater rules contemplate that the District and the Association will work together to develop gutter, downspout and drainage standards. If not correct, this can be revised.

Section 2. Background, Intent, Findings and Purpose

a. The District was created pursuant to the provisions of Chapter 190, Florida Statutes (the “**Act**”) and was established to provide for ownership, operation, maintenance, and provision of various public improvements, facilities and services within its jurisdiction. The purpose of these rules and policies (individually, each a “**Rule**” and collectively, the “**Rules**”) is to describe and implement the various policies of the District relating to stormwater management.

b. Definitions located within any section of the Rules shall be applicable within all other sections, unless specifically stated to the contrary.

c. A Rule of the District shall be effective upon adoption by affirmative vote of the Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

d. The District is the operating entity responsible for the long-term operation and maintenance of the stormwater management system servicing the property located within the boundaries of the District (the “**Master Stormwater System**”). The District owns certain real property and other improvements that comprise the Master Stormwater System. Stormwater lakes (or ponds), control structures, lake interconnect piping, littoral plantings and natural wetlands are all integral parts of the Master Stormwater System. The owners and residents of real property within the District play an integral part in keeping the Master Stormwater System functioning properly. The failure of all or a portion of the Master Stormwater System due to improper actions of third-parties could result in significant damage or harm to real property, personal property and/or homes with the District.

e. The Master Stormwater System is permitted through South Florida Water Management District (“**SFWMD**”) and the Lee County (“**County**”), and the regulations of such governmental bodies together with the Village of Estero (the “**Village**”) control the design, operation and use of the Master Stormwater System. Notwithstanding the same, consistent with the regulations of such entities there are certain practices and actions that can be controlled to enhance the effectiveness of the Master Stormwater System and improve the overall function and aesthetic value of the Master Stormwater System.

f. Runoff from normal rain events, tropical storms and hurricanes originating from impervious surfaces such as roofs, gutters and downspouts, may cause significant lake bank erosion and washouts throughout the District and may otherwise affect the proper operation of the Master Stormwater System. Based upon prior experiences of the District, undertaking corrective action for such events may result in the District expending significant sums of money to restore the Master Stormwater System (including lake banks) to maintain compliance with applicable permits and ensure public safety. These Rules are intended to establish rules and policies relating to the following installation and use of gutters and downspouts and other forms of drainage on privately owned property within the District and other sources of water (including, but not limited to, pools, potable water, and irrigation) within the District (collectively, “**Lot Drainage Improvements**”) that are discharging either via overland flow or directly into the District’s lakes and wetlands. These Rules are intended to serve the following goals: (1) reduce and/or spread the volume of water flowing from an owner’s property toward the lakes and wetlands within the District; (2) reduce the velocity of water flowing from an owner’s property toward the lakes and wetlands; and (3) maintain compliance with applicable SFWMD and County permits and regulations.

Commented [MM2]: Confirm whether this encompasses all improvements.

Section 3. Lot Drainage Improvements (Including Gutters and Downspouts)

a. Installation or Modification of Lot Drainage Improvements Generally.

i. Drainage patterns for each property within the District shall be consistent with the approved SFWMD permit for the subject property. Each property owner within the District shall be obligated to comply with all applicable SFWMD and County permits pertaining to drainage. In the event the drainage pattern, direction or outfall from a particular property is proposed to be altered or is currently inconsistent with the approved SFWMD permit and all appurtenant permit modifications, then a modification to the applicable SFWMD permit would be required by the applicable owner. All permitted cross sections and grade elevations shall be maintained per the applicable SFWMD permit unless and until a modification is approved.

ii. The installation or modification of Lot Drainage Improvements on a home, condominium building or other structure (any, a “**Structure**”) within the District shall be subject to the Rules set forth herein and also subject to the Standards. Any owner requesting to install or modify Lot Drainage Improvements (including gutters or downspouts on a Structure) that are located on a property designated as a Drainage Property (defined below) and/or requesting to connect Lot Drainage Improvements to District Outfall Improvements (defined below) (a “**Requesting Party**”) must follow the procedures and rules set forth herein and shall be responsible for the applicable fees and costs set forth herein. In such a case, the plan for the Lot Drainage Improvements must first be approved by the District to allow for piping of the discharge directly into the adjacent lake in the manner set forth herein.

iii. In order to prevent erosion and washouts upon the banks and shorelines of the District’s stormwater detention lakes caused by stormwater runoff emanating from Lot Drainage Improvements (including gutter and downspout discharge), or runoff from any impervious structure or improvement including, but not limited to, roof-tops, driveways, patios, or outbuildings, any Lot Drainage Improvements on a property that is designated a Drainage Property (defined below) shall, to the extent required by the District to avoid erosion and washouts, be designed such that all water runoff will be collected and routed to pipes, collection boxes and other drainage improvements located on property of the District (“**District Outfall Improvements,**” and together with the Lot Drainage Improvements the “**Outfall Improvements**”) by a method consistent with the Standards and applicable permitting. Attached hereto and made a part hereof as **Exhibit “A”** are example concepts showing various authorized methods within the District of collecting stormwater runoff and illustrating the intrusion of the outfall into the adjacent lake to discharge the stormwater. As reflected in each of the attached examples, all outfalls from the Outfall Improvements into the lake shall be installed below the control elevation of the lake. All drainage design plans for Outfall Improvements shall be consistent and compliant with existing permits, rules and regulations. As the District is the owner of the adjacent lake property, no intrusion of Outfall Improvements into a lake shall be permitted without the prior review and approval of the District. Further, each example of Outfall Improvements has a defined connection point (the “**Connection Point**”) to delineate the separation of maintenance responsibility of the District and the owner. The District will be responsible for the maintenance of improvements downstream of the Connection Point and the owner will be responsible for the maintenance of improvements upstream of the Connection Point.

iv. The District may periodically identify properties within its boundary (each a “**Drainage Property**” and collectively, the “**Drainage Properties**”) on which the installation and/or modification of Lot Drainage Improvements or connections to District Outfall Improvements are determined to be necessary in order to limit washouts and erosion to lake banks which may affect the proper operation of the Master Stormwater System. The initial designation by the District of the Drainage Properties is attached hereto as **Exhibit “B”**; provided, however, that the District may modify such designations from time to time without updating these Rules. The Association has agreed to use diligent efforts and applicable enforcement mechanisms at its disposal to facilitate the installation and/or modification of Lot Drainage Improvements on the Drainage Properties in accordance with these Rules.

Commented [MM3]: District to review and determine whether this section should be included.

b. Properties Identified as Drainage Properties.

Commented [MM4]: Confirm allocation and responsibility procedure.

i. Compliant Existing Lot Drainage Improvements; Existing District Outfall Improvements; Required Connection to District Outfall Improvements. If a Drainage Property has existing Lot Drainage Improvements that meet the Standards and either (A) District Outfall Improvements have already been permitted and installed adjacent to the Drainage Property or (B) the District is in the process of permitting and installing District Outfall Improvements adjacent to the Drainage Property, the District shall coordinate with the Association, or directly with the applicable property owner, as determined by the District, and require that the existing Lot Drainage Improvements be connected to the District Outfall Improvements. The District will review whether any additional permitting through SFWMD and/or the County is required to connect the existing Lot Drainage Improvements to the District Outfall Improvements. If additional permitting is required, then the District shall be responsible for the cost and expense of any additional planning, design, engineering and permitting required for the connection. The applicable owner of the Drainage Property will be responsible for all costs and expenses relating to connecting the existing Lot Drainage Improvements to the District Outfall Improvements. Notwithstanding the same, the District may elect to make the connection of the existing Lot Drainage Improvements to the District Outfall Improvements at the District’s cost and expense if deemed in the best interest of the District. To the extent the District is performing the connection, the owner must provide written authorization to the District to enter upon the owner’s property to perform the work to connect the existing Lot Drainage Improvements to the District Outfall Improvements by way of a temporary license agreement substantially in the form attached hereto as **Exhibit “C”** (the “**License Agreement**”). In either case, once the connection is made, the District shall be responsible for the maintenance of only improvements below the Connection Point and the owner of the Drainage Property (or such owner’s successor-in-title) will be responsible for the maintenance of improvements above the Connection Point. Each owner is advised that routine maintenance is necessary and required to prevent clogging of the drain lines, which could potentially result in a back-up of water and damage to the property or the Structure on the property. The District shall not be responsible for any damage caused by any lack of maintenance including, without limitation, damage caused by back-ups or clogs in such lines.

Commented [MM5]: District to review and determine whether the requirement for homeowners to enter into a License agreement should be included.

ii. Compliant Existing Lot Drainage Improvements; Request by Owner to Connect; No Established District Outfall Improvements. If (A) a Drainage Property has existing Lot Drainage Improvements that meet the Standards, (B) District Outfall Improvements have not already been permitted and installed adjacent to the Drainage Property and (c) the owner of such

Drainage Property, as the Requesting Party, is seeking to connect to District Outfall Improvements, such Requesting Party shall submit a request to the Association and the District for installation of, and connection to, District Outfall Improvements. The District will review whether any additional permitting through SFWMD and/or the County is required for such installation of, and connection to, District Outfall Improvements. If additional permitting is required, then the Requesting Party shall be solely responsible for the cost and expense of any additional planning, design, engineering and permitting required for the installation and connection. All permitting shall be done through the District. The District will review the request and advise the Requesting Party on the manner in which the installation and connection must be made. The Requesting Party shall be solely responsible for all costs and expenses relating to the installation of, and connection to, the District Outfall Improvements. Notwithstanding the same, the District may elect to make the connection of the existing Lot Drainage Improvements to the District Outfall Improvements at the District's cost and expense if deemed in the best interest of the District. The installation and connection work can either be done through the District or a contractor approved by this District for such work. All work shall be performed and completed consistent with applicable permits and approvals. To the extent the District is performing the work, the Requesting Party must provide written authorization to the District to enter upon the Requesting Party's property to perform the work by way of a License Agreement. If the work is to be performed by the Requesting Party, all work, once completed, will be inspected by the District to ensure that it meets all District installation and functionality requirements. Once the installation and connection are made, the District will only be responsible for the maintenance of improvements below the Connection Point and the Requesting Party (or the Requesting Party's successor-in-title) will be responsible for the maintenance of improvements above the Connection Point. The Requesting Party is advised that routine maintenance is necessary and required to prevent clogging of the drain lines, which could potentially result in a back-up of water and damage to the Requesting Party's property or the Structure on the property. The District shall not be responsible for any damage caused by any lack of maintenance including, without limitation, damage caused by back-ups or clogs in such lines.

iii. Existing Lot Drainage Improvements Causing Damage to Lake Banks; No Established District Outfall Improvements. The District performs ongoing and periodic inspections of the lakes within The Brooks. If a Drainage Property has Lot Drainage Improvements (including existing gutters and downspouts) and if District Outfall Improvements have not already been permitted and installed adjacent to such Drainage Property, and the District determines that water runoff from the Drainage Property is causing damage to the lake banks, the owner of such Drainage Property will be responsible for repairing such damage to the District's property, including lake banks. Notwithstanding the same, the District may, at the District's option, initiate remedial action to install District Outfall Improvements in compliance with these Rules as well as repair the damaged District property, including lake banks. In such a case, the District will review whether any additional permitting through SFWMD and/or the County is required for such installation of, and connection to, the District Outfall Improvements. If additional permitting is required, then the District will undertake any additional planning, design, engineering and permitting required for the installation and connection. If the District elects to install District Outfall Improvements, the District will construct and install the District Outfall Improvements and the owner of the Drainage Property will be required to connect the Lot Drainage Improvements to the District Outfall Improvements. The applicable owner of the Drainage Property will be responsible for all costs and expenses relating to connecting the existing Lot

Drainage Improvements to the District Outfall Improvements. Notwithstanding the same, the District may elect to make the connection of the existing Lot Drainage Improvements to the District Outfall Improvements at the District's cost and expense if deemed in the best interest of the District. To the extent the District is performing the connection work, the owner must provide written authorization to the District to enter upon the owner's property to perform the work by way of a License Agreement. Once the installation and connection are made, the District will only be responsible for the maintenance of improvements below the Connection Point and the owner (or the owner's successor-in-title) will be responsible for the maintenance of improvements above the Connection Point. The owner is advised that routine maintenance is necessary and required to prevent clogging of the drain lines, which could potentially result in a back-up of water and damage to the owner's property or the Structure on the property. The District shall not be responsible for any damage caused by any lack of maintenance including, without limitation, damage caused by back-ups or clogs in such lines.

iv. No Existing (or Incomplete or Non-Compliant) Lot Drainage Improvements; Request for New Installation of Lot Drainage Improvements; Existing District Outfall Improvements. If a Drainage Property does not have Lot Drainage Improvements (or such Lot Drainage Improvements are incomplete or non-compliant) and if District Outfall Improvements have already been permitted and installed adjacent to such Drainage Property, the owner of such Drainage Property, as the Requesting Party, shall submit a request to the Association and the District to install Lot Drainage Improvements and to connect to such existing District Outfall Improvements. The District will review whether any additional permitting through SFWMD and/or the County is required for the Requesting Party's connection. If additional permitting is required, then the Requesting Party shall be solely responsible for the cost and expense of any additional planning, design, engineering and permitting required for the connection. All permitting shall be done through the District. If no additional permitting is required, the District will review the request and advise the Requesting Party on the manner in which the connection must be made. The Requesting Party shall be solely responsible for all costs and expenses relating to the connection to the District Outfall Improvements. The connection work can either be done through the District or a contractor approved by this District for such work. All work shall be performed and completed consistent with applicable permits and approvals. To the extent the District is performing the work, the Requesting Party must provide written authorization to the District to enter upon the Requesting Party's property to perform the work by way of a License Agreement. If the work is to be performed by the Requesting Party, all work, once completed, will be inspected by the District to ensure that it meets all District installation and functionality requirements. Once the connection is made, the District will only be responsible for the maintenance of improvements below the Connection Point and the Requesting Party (or the Requesting Party's successor-in-title) will be responsible for the maintenance of improvements above the Connection Point. The Requesting Party is advised that routine maintenance is necessary and required to prevent clogging of the drain lines, which could potentially result in a back-up of water and damage to the Requesting Party's property or the Structure on the property. The District shall not be responsible for any damage caused by any lack of maintenance including, without limitation, damage caused by back-ups or clogs in such lines.

v. No Existing (or Incomplete or Non-Compliant) Lot Drainage Improvements; Request for New Installation of Lot Drainage Improvements; No Existing District

Outfall Improvements. If a Drainage Property does not have Lot Drainage Improvements (or such Lot Drainage Improvements are incomplete or non-compliant) and if District Outfall Improvements have not already been permitted and installed adjacent to such Drainage Property, the owner of such Drainage Property, as the Requesting Party, shall submit a request to the Association and the District for installation of Lot Drainage Improvements and for the installation of, and connection to, District Outfall Improvements, if the District feels that District Outfall Improvements are necessary to protect the lake banks from any damage due to this new installation. The District will review whether any additional permitting through SFWMD and/or the County is required for such installation of, and connection to, District Outfall Improvements. If additional permitting is required, then the Requesting Party shall be solely responsible for the cost and expense of any additional planning, design, engineering and permitting required for the installation and connection. All permitting shall be done through the District. The District will review the request and advise the Requesting Party on the manner in which the installation and connection must be made. The Requesting Party shall be solely responsible for all costs and expenses relating to the installation of, and connection to, the District Outfall Improvements. The installation and connection work can either be done through the District or a contractor approved by the District for such work. All work shall be performed and completed consistent with applicable permits and approvals. To the extent the District is performing the work, the Requesting Party must provide written authorization to the District to enter upon the Requesting Party's property to perform the work by way of a License Agreement. If the work is to be performed by the Requesting Party, all work, once completed, will be inspected by the District to ensure that it meets all District installation and functionality requirements. Once the installation and connection are made, the District will only be responsible for the maintenance of improvements below the Connection Point and the Requesting Party (or the Requesting Party's successor-in-title) will be responsible for the maintenance of improvements above the Connection Point. The Requesting Party is advised that routine maintenance is necessary and required to prevent clogging of the drain lines, which could potentially result in a back-up of water and damage to the Requesting Party's property or the Structure on the property. The District shall not be responsible for any damage caused by any lack of maintenance including, without limitation, damage caused by back-ups or clogs in such lines.

vi. Existing Structure without Lot Drainage Improvements Causing Damage to Lake Banks. The District performs ongoing and periodic inspections of the lakes within The Brooks. If a Drainage Property does not have Lot Drainage Improvements (including existing gutters and downspouts) and the District determines that water runoff from such property is causing damage to the lake banks, the owner of such property will be responsible for repairing such damage to the District's property, including lake banks. If District Outfall Improvements have already been permitted and installed adjacent to such property, the District will encourage the owner to pursue the installation of Lot Drainage Improvements pursuant to subsection iv, above. If District Outfall Improvements have not already been permitted and installed adjacent to such property, the District will encourage the owner to pursue the installation of Lot Drainage Improvements and District Outfall Improvements pursuant to subsection v, above.

c. Properties Not Identified as Drainage Properties

i. Homes and Buildings Desiring Lot Drainage Improvements Not Identified as Drainage Properties. The District shall not be responsible for the costs and expenses associated with any Lot Drainage Improvements made on properties that have not been designated as

Drainage Properties. If a property owner is required by the Association to install any improvements necessary to bring the Structure in compliance with the Standards, or if a property owner wishes to install said improvements on their own accord, the property owner shall be responsible for any costs associated with the improvements. This includes any cost and expense of any additional planning, design, engineering and permitting required for the installation. If the Lot Drainage Improvements include a direct connection to a previously installed District Outfall Improvement, the District will be responsible for the maintenance of only improvements below the Connection Point and the property owner (or the property owner's successor in title) will be responsible for the maintenance of improvements above the Connection Point. The property owner is advised that routine maintenance is necessary and required to prevent clogging of the drain lines, which could potentially result in a back-up of water and damage to the property owner's property or the Structure on the property. The District shall not be responsible for any damage caused by any lack of maintenance including, without limitation, damage caused by back-ups or clogs in such lines.

Section 4. Compliance with Laws

All property owners, community and condominium associations, persons or entities who are served by, or are utilizing, the Master Stormwater System shall, in addition to these Rules, be obligated to comply with all applicable federal, state, and local laws and regulations including, without limitation, all permits issued by SFWMD for the operation and use of the Master Stormwater System.

Section 5. Enforcement

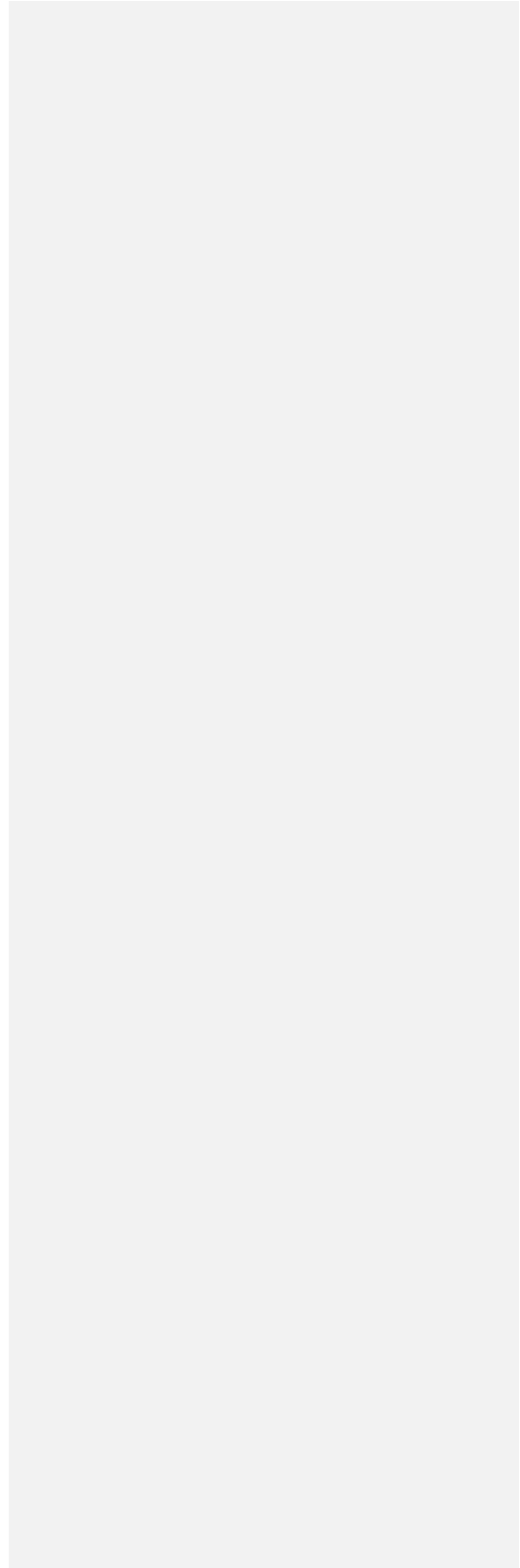
The District shall have any and all rights available under the Act and Florida law to enforce the provisions of these Rules. The District's staff including, without limitation, the District Manager shall have the authority to act on behalf of the District with respect to the enforcement of these Rules including, without limitation, taking any actions necessary to the enforcement and/or prosecution of violations of these Rules consistent with Florida law. In addition to, and not as a limitation on the District, the District shall have the right to notify SFWMD, Lee County or any other appropriate regulatory body of a violation of these Rules or any existing permits issued by any such regulatory body.

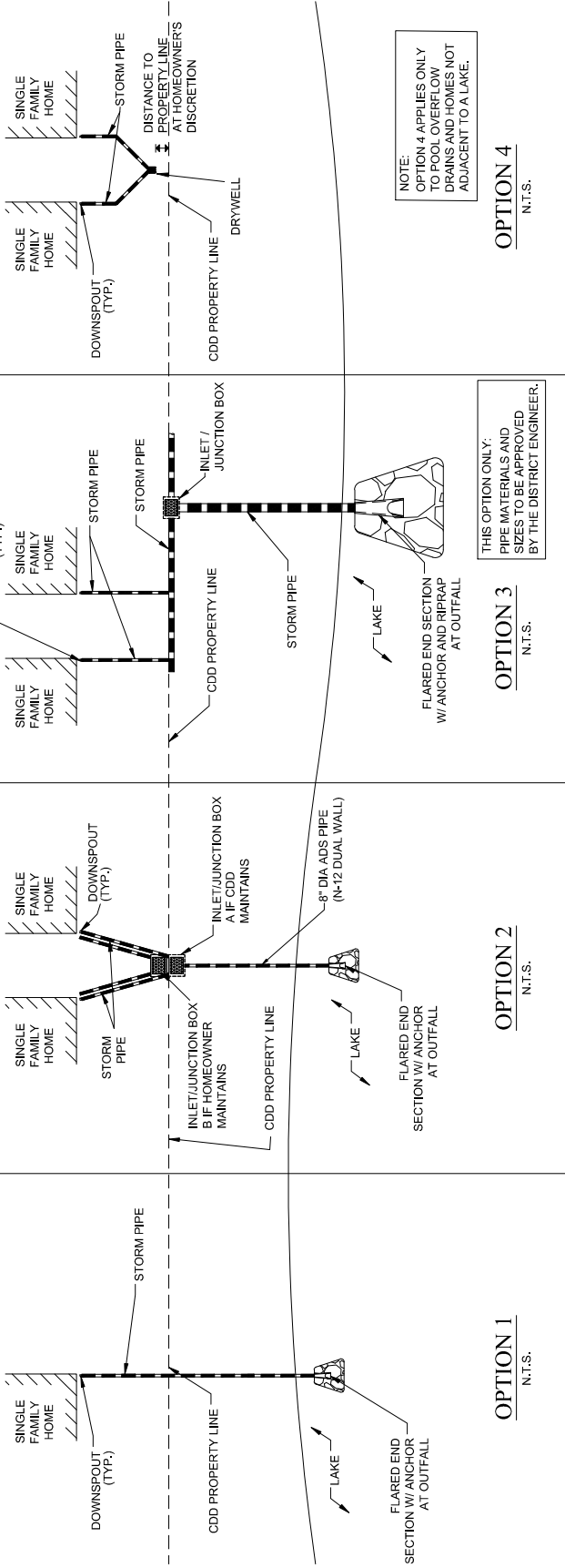
Section 6. Effective Date

These Rules shall be effective upon their adoption.

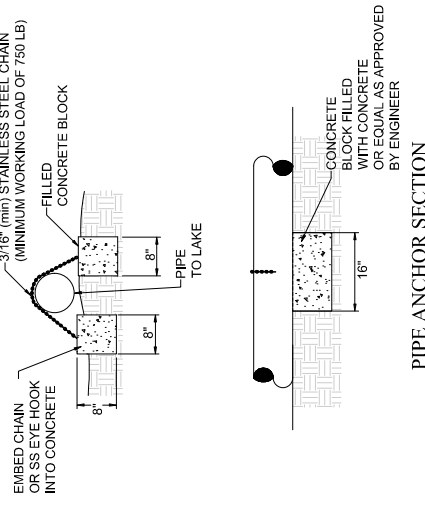
- Exhibit "A"** – Stormwater Collection Illustrations
- Exhibit "B"** – Initial Designation of Drainage Properties
- Exhibit "C"** – License Agreement

Exhibit "A"





STORMWATER MANAGEMENT
 CONNECTION DETAILS



NOTES:
 1. PRE-APPROVED PIPE MATERIALS: POLYETHYLENE, POLYPROPYLENE, REINFORCED CONCRETE, AND PVC (SCH. 40).
 2. ALL HARDWARE SHALL BE STAINLESS STEEL.

REVISIONS

NO.	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

DATE: SEPTEMBER, 2025
 PROJECT NO.: 20200216-000
 FILE NO.: 20-04-26
 SCALE: AS SHOWN

DRAIN CONNECTION EXHIBIT A

SHEET NUMBER
A

Exhibit "B"
Initial Designation of Drainage Properties

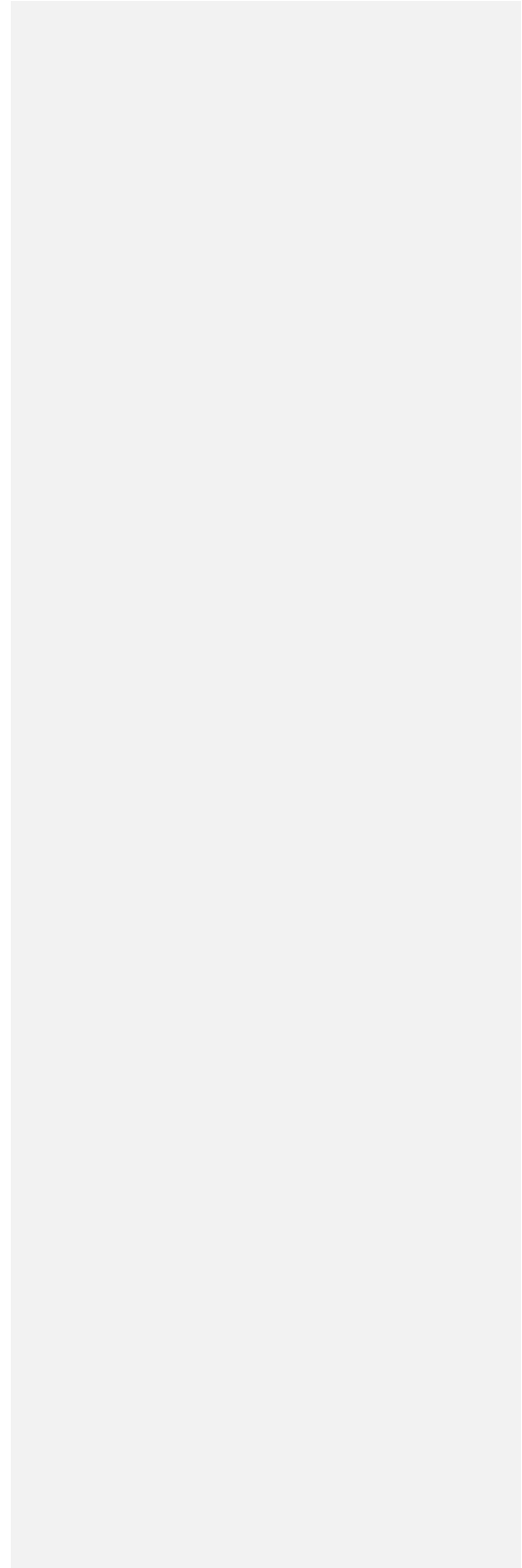


Exhibit “C”

LICENSE FOR ACCESS

THIS LICENSE FOR ACCESS (this “**License**”) is made as of the _____ day of _____ 202____, by and between _____ (“**Licensor**”) and BROOKS OF BONITA SPRINGS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes and BROOKS OF BONITA SPRINGS II COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (collectively, “**Licensee**”).

R E C I T A L S

WHEREAS, Licensor is the owner of certain real property located at _____ and shown on **Exhibit “A”** attached hereto and by this reference made a part hereof (the “**Property**”); and

WHEREAS, Licensee is undertaking a project to prevent erosion and other damage to the stormwater lakes it owns located throughout The Brooks residential community from surface water runoff from residential properties (the “**Project**”); and

WHEREAS, as the Project necessitates that the Licensee, in coordination with *[insert name of applicable association - Spring Run, Shadow Wood, Copperleaf or Lighthouse Bay]* (“**Association**”), install drainage improvements including, but not limited to, gutters, downspouts and drains (“**Drainage Improvements**”) in a manner which meets Association Architectural Review Board and Licensee standards on certain properties; and

Commented [MM6]: This is a template document that could work with any of the four associations. The applicable information could be inserted, as necessary.

WHEREAS, Licensee has identified the Property as one on which Drainage Improvements are to be installed in order to meet the goals of the Project; and

WHEREAS, the plans for the Drainage Improvements to be installed on the Property are attached hereto as **Exhibit “B”**; and

WHEREAS, pursuant to Section _____ of that certain *[insert name of applicable governing Declaration of Covenants, Conditions, Restrictions and Easements]*, recorded in the Official Records of Lee County, Florida at Official Records Instrument Number _____, as amended from time to time, Licensee has an easement over the property for the purpose of *[insert language from applicable governing Declaration regarding easement rights pertaining to Surface Water Management System and any improvement constructed]* (the “**Easement**”); and

Commented [MM7]: The information for the applicable governing Declaration could be inserted, as applicable.

WHEREAS, notwithstanding the existence of the Easement and without intending to impact Licensee’s rights under the Easement, Licensee has requested that Licensor grant Licensee the right to temporarily access the portion of the Property identified on Exhibit “A” as the “**License Area**” in connection with the completion of the Project; and

WHEREAS, in furtherance thereof, Licensee has also requested that Licensor allow Licensee’s agents, contractors and consultants, access onto the License Area for purposes of installing the Drainage Improvements in accordance with Exhibit “B”, and Licensor is willing to grant such access; and

WHEREAS, subsequent to the installation of the Drainage Improvements, Licensor agrees to be responsible for the maintenance of the Drainage Improvements located above the connection point to Licensee's stormwater system.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged by Licensor, Licensor and Licensee hereby agree as follows:

- 1. Recitals.** The above recitals are incorporated herein and made a part hereof.
- 2. Grant of Access.** Licensor hereby grants to Licensee, for itself, its agents, contractors and consultants, a license to enter onto the License Area for the purpose of Installing the Drainage Improvements ("**License Purpose**"), subject to the further terms and provisions hereof. Licensor represents and warrants to Licensee that it has full power and authority to grant Licensee the rights described herein.
- 3. License.** The rights granted herein to Licensee shall be deemed a license in favor of Licensee for the purposes as set forth herein. Notwithstanding anything to the contrary herein contained, this License shall automatically expire on the date upon which the Drainage Improvements are fully installed or, _____, 202____, whichever occurs sooner.
- 4. No Disruption.** Licensee agrees by acceptance hereof to undertake the License Purpose in a commercially reasonable manner customary and typical of similar projects so as not to unreasonably interfere with Licensor's use of the Property.
- 5. Restoration.** Licensee shall repair any damage resulting from the License Purpose and restore the Property to the condition it was in prior to Licensee's use of the License Area.
- 6. Maintenance.** Subsequent to the installation of the Drainage Improvements, Licensor agrees to be responsible for the maintenance of the Drainage Improvements located above the connection point to Licensee's stormwater system
- 7. Entire Agreement.** This License contains the entire understanding between the parties and shall not be amended or modified except in a writing signed by the party to be charged.
- 8. Counterparts; Electronic Signatures.** This License may be executed in multiple counterparts, each of which shall be deemed an original and all of which collectively shall constitute one instrument. Further, Licensor and Licensee agree that this License may be executed and delivered by electronic signature and transmission.

{Remainder of page intentionally left blank. Signatures appear on following page(s)}.

IN WITNESS WHEREOF, the parties have executed this License as of the day and year first above written.

LICENSOR:

Print Name: _____

LICENSEE:

**BROOKS OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Print Name: _____
Title: Chairman / Vice Chairman

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Print Name: _____
Title: Chairman / Vice Chairman

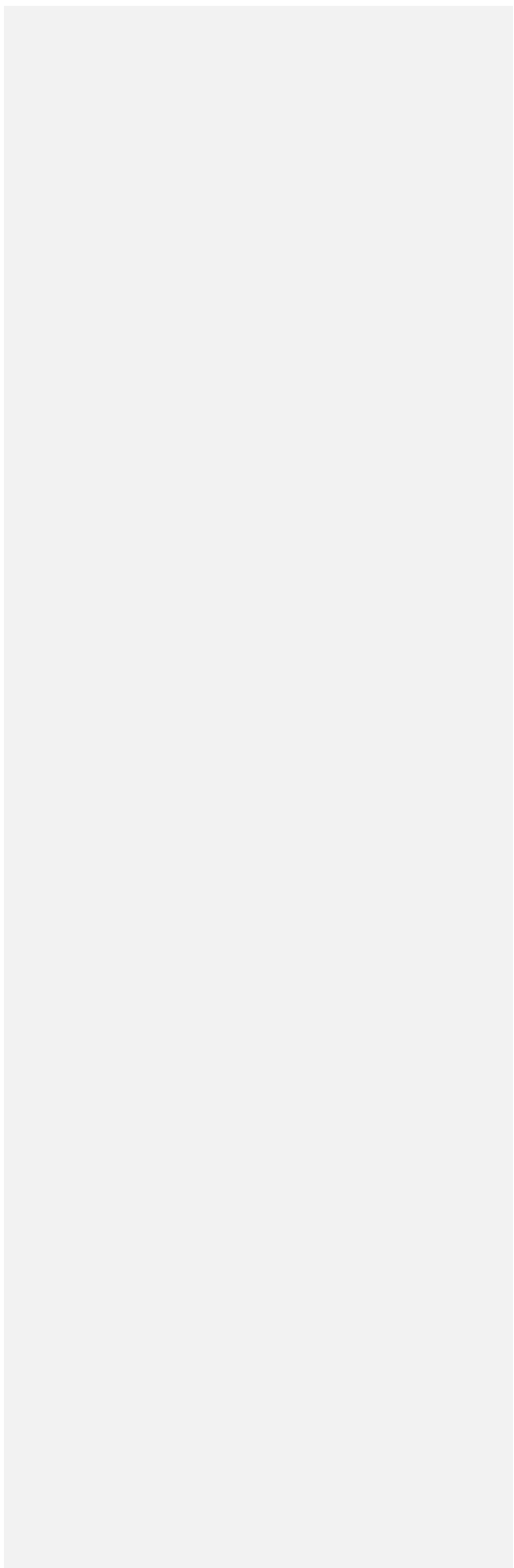


EXHIBIT "A"

Depiction of the Property and License Area

(See Attached)

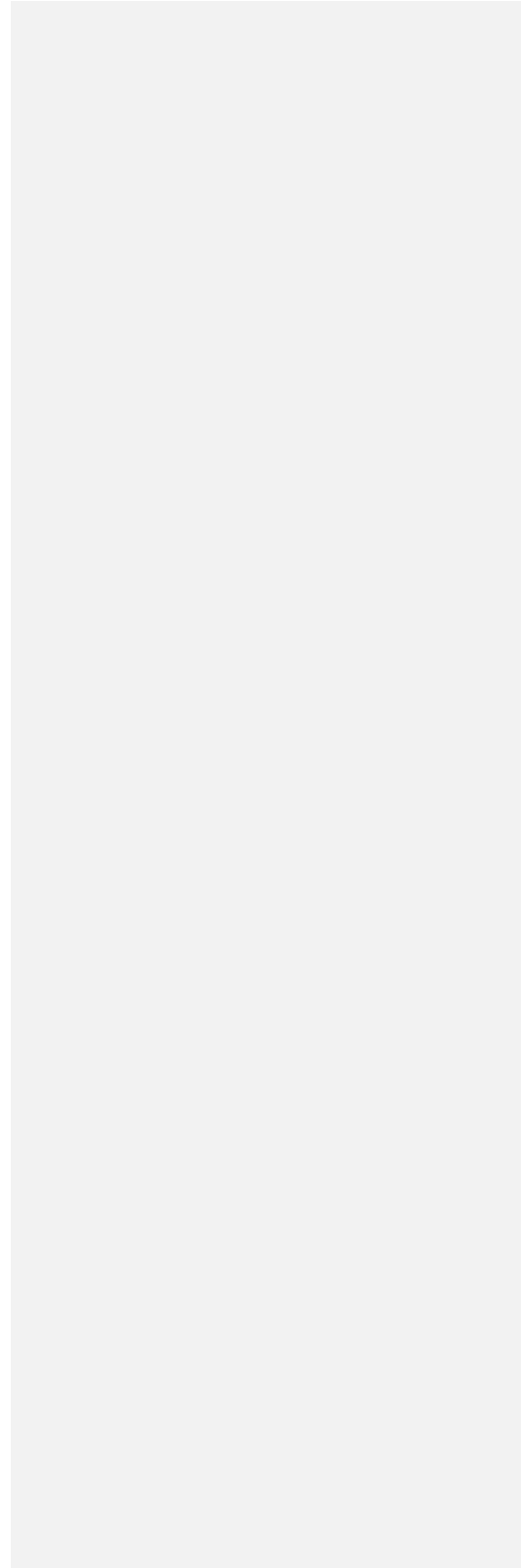
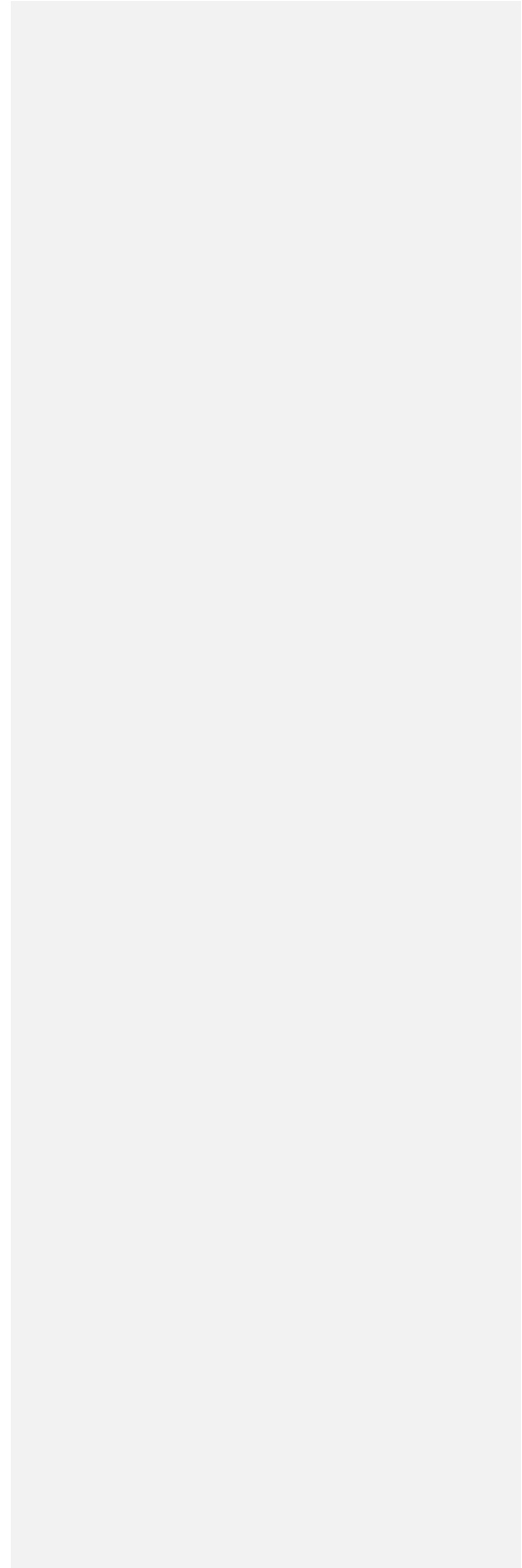


EXHIBIT “B”
Plan for Drainage Improvements
(See Attached)



CDD/HOA AGREEMENT

THIS CDD/HOA AGREEMENT (this “**Agreement**”) is made and entered into this _____ day of _____, 2025 by and between **BROOKS OF BONITA SPRINGS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes and **BROOKS OF BONITA SPRINGS II COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (collectively, the “**District**”), **SPRING RUN GOLF CLUB COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation (“**Spring Run**”), **SHADOW WOOD COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation (“**Shadow Wood**”), **COPPERLEAF GOLF CLUB COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation (“**Copperleaf**”), and **THE HARBOUR CLUB AT LIGHTHOUSE BAY, INC.**, a Florida not-for-profit corporation (“**Lighthouse Bay**”) (Spring Run, Shadow Wood, Copperleaf, and Lighthouse Bay are referred to collectively herein as the “**Association**”). (Spring Run, Shadow Wood, Copperleaf, Lighthouse Bay, and the District are sometimes individually referred to herein as a “**Party**” and collectively as the “**Parties**”).

Commented [MM8]: This Agreement is provided for review. District to discuss whether they desire to negotiate and enter into such an Agreement with the four Associations.

RECITALS

WHEREAS, the District is a local unit of special-purpose government established to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate and maintain systems, facilities and infrastructure in conjunction with the development of the lands within its boundaries; and

WHEREAS, the District has constructed and/or acquired, certain stormwater management facilities, including stormwater lakes (or ponds) (including seawall & rip-rap shoreline protection), storm inlets, drains, pipes, water quality swales, weirs, and other water control structures, lake interconnect piping, littoral plantings and natural wetlands (collectively the “**Master Stormwater System**”); and

WHEREAS, the District is obligated to operate and maintain these assets for the purpose of satisfying South Florida Water Management District (“**SFWMD**”) permitting requirements, and satisfying obligations under the District’s bond indentures to reasonably maintain assets funded with tax-exempt bond proceeds; and

WHEREAS, runoff from normal rain events, tropical storms and hurricanes originating from impervious surfaces such as roofs, gutters, and downspouts as well as drainage from other sources such as pools and dry-wells may cause significant lake bank erosion and washouts throughout the District and may otherwise affect the proper operation of the Master Stormwater System; and

WHEREAS, the owners and residents of real property within the District play an integral part in keeping the Master Stormwater System functioning properly and the failure of all or a portion of the Master Stormwater System due to improper actions of third-parties could

result in significant damage or harm to real property, personal property and/or homes within the District; and

WHEREAS, the Association is a Florida not-for-profit corporation which sets standards for improvements including, but not limited to, gutters, downspouts and drainage on properties within the District through the Association's Architectural Review Board; and

WHEREAS, the District seeks to coordinate with the Association to ensure that gutters, downspouts, and/or other forms of drainage on properties within the district ("**Lot Drainage Improvements**") are installed in a manner which meets all permitting requirements and also meets both District and Association standards to help prevent erosion, washouts, or other damage to the Master Stormwater System lake banks within the district; and

WHEREAS, the District and the Association desire to define their respective obligations relative to this issue; and

NOW, THEREFORE, in consideration of the recitals, agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. DISTRICT OBLIGATIONS. The District shall identify properties within its boundary ("**Drainage Properties**") on which the installation of Lot Drainage Improvements is necessary in order to significantly limit washouts and erosion to lake banks which may affect the proper operation of the Master Stormwater System. The responsibility for payment for the materials and installation for Lot Drainage Improvements on Drainage Properties shall be as set forth in the Stormwater Management Rules and Policies adopted by the District. The District shall not be responsible for the maintenance of the Lot Drainage Improvements after installation. Specifically, as to Lot Drainage Improvements that drain directly into the Master Stormwater System through a District constructed connection point, the owner of a Drainage Property shall be responsible for the maintenance of all improvements above the connection point. The District shall additionally be responsible for ensuring that alterations to the drainage patterns for Drainage Properties caused by the installation of Lot Drainage Improvements are consistent with the approved South Florida Water Management District permit for the subject property.

3. ASSOCIATION OBLIGATIONS.

a. Development of Gutter, Downspout, and Drainage Standards. The Association shall work with the District in developing a set of standards, to be titled "Gutter, Downspout, and Drainage Standards," for Lot Drainage Improvements which meet both the aesthetic needs of the Association as well as the functional needs required by the District to significantly limit erosion and washout to lake banks which may affect the proper operation of the Master Stormwater System. The Association agrees to adopt these standards once developed and employ them through its Architectural Review Board.

b. Facilitation of Installation of Lot Drainage Improvements on Drainage Properties. The Association shall use all due diligence and enforcement mechanisms at its disposal in order to facilitate the applicable installation of the Lot Drainage Improvements on the Drainage Properties.

c. Installation of Lot Drainage Improvements on Properties Not Identified as Necessary by the District. For any lot that has not been identified as a Drainage Property where a property owner desires to install Lot Drainage Improvements, the Association shall require such property owners to install the Lot Drainage Improvements in accordance with the standards developed by the District and the Association. The property owner shall be responsible for the installation and maintenance of improvements made in accordance with this subsection.

d. Maintenance of Lot Improvements. The Association shall use diligent efforts and enforcement mechanisms at its disposal to obligate property owners to maintain Lot Drainage Improvements installed on their property, provided however, that the District shall be responsible for the maintenance of improvements located below the connection point to the Master Stormwater System.

4. COMPENSATION. The District shall pay the Association the sum of Ten Dollars (\$10.00) per year for the provision of the services to be performed by the Association pursuant to the terms of this Agreement.

5. TERM. The term of this Agreement is for a period of twenty (20) years commencing on the Effective Date (the “**Initial Term**”) and shall be automatically renewed for additional ten (10) year periods, unless either party provides at least ninety (90) days written notice of its intent not to renew. The District shall have the right to terminate this Agreement effective immediately at any time due to the Association’s failure to perform in accordance with the terms of this Agreement, or upon thirty (30) days written notice without a showing of cause. The Association shall have the right, after the expiration of the Initial Term to terminate this Agreement upon thirty (30) days written notice without a showing of cause provided such notice shall be provided prior to May 1 of any calendar year after the expiration of the Initial Term.

6. PRE-SUIT MEDIATION; RECOVERY OF COSTS AND FEES. Prior to filing any action to enforce this Agreement, the Parties shall mediate the dispute with a Florida licensed mediator unless the Parties agree to waive mediation. Each Party shall be responsible for half of the mediator’s fee. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney’s fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement

shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

8. ASSIGNMENT. Neither the District nor the Association may assign this Agreement without the prior written approval of the other.

9. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

10. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Association relating to the subject matter of this Agreement.

11. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

12. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

13. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to District: Brooks of Bonita Springs
Community Development District
Attn: District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

AND

Brooks of Bonita Springs II
Community Development District
Attn: District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

With copy to: Coleman, Yovanovich & Koester, P.A.
Attn: Gregory L. Urbancic, Esq.
Attn: Meagan E. Magaldi, Esq.
4001 Tamiami Trail North, Suite 300
Naples, FL 34103

If to Spring Run: Spring Run Golf Club Community Association, Inc.
Attn: General Manager
9501 Spring Run Boulevard
Estero, Florida 34135

With copy to: _____
Attn: _____

If to Shadow Wood: Shadow Wood Community Association, Inc.
Attn: General Manager
23101 Oakwilde Boulevard
Estero, Florida 34135

With copy to: _____
Attn: _____

If to Copperleaf: Copperleaf Golf Club Community Association, Inc.
Attn: General Manager
23101 Copperleaf Boulevard
Bonita Springs, Florida 34135

With copy to: _____
Attn: _____

If to Lighthouse Bay: The Harbour Club at Lighthouse Bay, Inc.
Attn: General Manager
23740 Old Lighthouse Road
Bonita Springs, Florida 34135

With copy to: _____
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Association may deliver Notice on behalf of the District and the Association. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

14. NO THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors, and assigns.

15. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Sole and exclusive venue for any litigation shall be a court of competent jurisdiction in Lee County, Florida.

16. PUBLIC RECORDS. The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

17. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

18. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one agreement. The delivery of counterpart signatures by e-mail or facsimile transmission shall have the same force and effect as the delivery of a signed hard copy.

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

ATTEST:

**BROOKS OF BONITA SPRINGS
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary

By: _____
Chairman

ATTEST:

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary

By: _____
Chairman

**SPRING RUN GOLF CLUB
COMMUNITY ASSOCIATION, INC.**

By: _____
Print Name: _____
Title: _____

**SHADOW WOOD COMMUNITY
ASSOCIATION, INC.**

By: _____
Print Name: _____
Title: _____

**COPPERLEAF GOLF CLUB
COMMUNITY ASSOCIATION, INC.**

By: _____
Print Name: _____
Title: _____

**THE HARBOUR CLUB AT
LIGHTHOUSE BAY, INC.**

By: _____
Print Name: _____
Title: _____

**BROOKS OF BONITA SPRINGS
&
BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS**

9

**BROOKS OF BONITA SPRINGS
&
BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS**

9A

RESOLUTION 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BROOKS OF BONITA SPRINGS COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), FLORIDA STATUTES, AND REQUESTING THAT THE LEE COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FOR THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Brooks of Bonita Springs Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Lee County, Florida; and

WHEREAS, the Board of Supervisors of Brooks of Bonita Springs Community Development District ("Board") seeks to implement section 190.006(3), Florida Statutes, and to instruct the Lee County Supervisor of Elections ("Supervisor") to conduct the District's general election ("General Election").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BROOKS OF BONITA SPRINGS COMMUNITY DEVELOPMENT DISTRICT:

1. **GENERAL ELECTION SEATS.** Seat 4, currently held by John (Rod) Woolsey, and Seat 5, currently held by David L Garner, are scheduled for the General Election in November 2026. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Lee County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District’s General Election in November 2026, and for each subsequent General Election unless otherwise directed by the District’s Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

7. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 28TH DAY OF JANUARY, 2026.

ATTEST:

**BROOKS OF BONITA SPRINGS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

BROOKS OF BONITA SPRINGS COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE
BOARD OF SUPERVISORS OF THE BROOKS OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Brooks of Bonita Springs Community Development District will commence at noon on June 8, 2026, and close at noon on June 12, 2026. Candidates must qualify for the office of Supervisor with the Lee County Supervisor of Elections located at 2480 Thompson Street, Third Floor, Fort Myers, Florida 33901, (239) 533-8683. All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be a qualified elector of the District, as defined in Section 190.003, Florida Statutes. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Lee County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The Brooks of Bonita Springs Community Development District has two (2) seats up for election, specifically seats 4 and 5. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 3, 2026, in the manner prescribed by law for general elections.

For additional information, please contact the Lee County Supervisor of Elections.

District Manager
Brooks of Bonita Springs Community Development District

**BROOKS OF BONITA SPRINGS
&
BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS**

9B

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BROOKS OF BONITA SPRINGS II COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), *FLORIDA STATUTES*, AND REQUESTING THAT THE LEE COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE DISTRICT’S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FOR THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Brooks of Bonita Springs II Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Lee County, Florida; and

WHEREAS, the Board of Supervisors of Brooks of Bonita Springs II Community Development District (“Board”) seeks to implement section 190.006(3)(A)(2)(c), Florida Statutes, and to instruct the Lee County Supervisor of Elections (“Supervisor”) to conduct the District’s general election (“General Election”).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BROOKS OF BONITA SPRINGS II COMMUNITY DEVELOPMENT DISTRICT:

1. **GENERAL ELECTION SEATS.** Seat 3, currently held by Mary O’Connor, Seat 4, currently held by Thomas J. Bertucci, and Seat 5, currently held by Joseph R. Bartoletti, are scheduled for the General Election in November 2026. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Lee County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District’s General Election in November 2026, and for each subsequent General Election unless otherwise directed by the District’s Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

7. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 28TH DAY OF JANUARY, 2026.

ATTEST:

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

BROOKS OF BONITA SPRINGS II COMMUNITY DEVELOPMENT DISTRICT

**NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE
BROOKS OF BONITA SPRINGS II COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Brooks of Bonita Springs II Community Development District will commence at noon on June 8, 2026, and close at noon on June 12, 2026. Candidates must qualify for the office of Supervisor with the Lee County Supervisor of Elections located at 2480 Thompson Street, Third Floor, Fort Myers, Florida 33901, (239) 533-8683. All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Lee County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The Brooks of Bonita Springs II Community Development District has three (3) seats up for election, specifically seats 3, 4, and 5. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 3, 2026, in the manner prescribed by law for general elections.

For additional information, please contact the Lee County Supervisor of Elections.

District Manager

Brooks of Bonita Springs II Community Development District

**BROOKS OF BONITA SPRINGS
&
BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS**

10

**BROOKS OF BONITA SPRINGS
&
BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS**

10A

**BROOKS OF BONITA SPRINGS
&
BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS**

10A1

**BROOKS OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025**

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes No

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes No

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes No

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes No

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes No

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

Measurement: Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

Standard: CDD website contains 100% of the following information: most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes No

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

Achieved: Yes No

C. Adams

District Manager

CHESLEY E. ADAMS JR.

Print Name

7.29.24

Date

J. Merritt

Chair/Vice Chair, Board of Supervisors

James Merritt

Print Name

07/24/2024

Date

**BROOKS OF BONITA SPRINGS
&
BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS**

10A11

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025**

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes No

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes No

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes No

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes No

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes No

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

Measurement: Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

Standard: CDD website contains 100% of the following information: most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes No

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

Achieved: Yes No

CEFA
District Manager

CHESLEY E. ADAMS JR.
Print Name

7.29.24
Date

Bartoletti
Chair/Vice Chair, Board of Supervisors

Joseph Bartoletti
Print Name

07/24/24
Date

**BROOKS OF BONITA SPRINGS
&
BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS**

10B

**BROOKS OF BONITA SPRINGS
&
BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS**

10BI

**BROOKS OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026**

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes No

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes No

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes No

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes No

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes No

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

Measurement: Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

Standard: CDD website contains 100% of the following information: most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes No

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

Achieved: Yes No

District Manager

Chair/Vice Chair, Board of Supervisors

Print Name

Print Name

Date

Date

**BROOKS OF BONITA SPRINGS
&
BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS**

10BII

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026**

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes No

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes No

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes No

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes No

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes No

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

Measurement: Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

Standard: CDD website contains 100% of the following information: most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes No

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

Achieved: Yes No

District Manager

Chair/Vice Chair, Board of Supervisors

Print Name

Print Name

Date

Date

**BROOKS OF BONITA SPRINGS
&
BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS**

11

Brendha Silva

From: Cleo Adams
Sent: Thursday, January 22, 2026 8:59 AM
To: Gianna Denofrio
Cc: Daphne Gillyard; Chuck Adams; shane willis
Subject: FW: Brooks Irrigation Satellite Controllers_Exhibit attached
Attachments: The Brooks_Coconut & Three Oaks - existing conditions.pdf

Hi Gianna,
Not sure if this was provided to you for the agenda. Please see attached.

SW Florida Strong –

Cleo Adams
District Manager
Wrathell, Hunt & Associates, LLC
9220 Bonita Beach Road
Suite #214
Bonita Springs, FL 34135
(239) 989-2939 (M)

FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.

From: Mark Zordan <maz@johnsoneng.com>
Sent: Wednesday, January 21, 2026 3:50 PM
To: Meagan Magaldi <mmagaldi@cyklawfirm.com>; Greg Urbancic <gurbancic@cyklawfirm.com>; Chuck Adams <adamsc@whhassociates.com>; Cleo Adams <crismondc@whhassociates.com>
Cc: shane willis <williss@whhassociates.com>; Blake Blake <blake@gulfscapeslandscape.com>; Christian Mumme <Christian.Mumme@apexcos.com>
Subject: Brooks Irrigation Satellite Controllers_Exhibit attached

Hi Meagan/Greg/Chuck/Cleo,

Please see the attached exhibit showing the 15' Landscape Buffer Easement with pictures of the wooden lathes that mark out the LBE.

I recommend that Blake do a site visit to confirm that the controllers were in the LBE as I suspect.

Please do not hesitate to contact me with any questions or concerns. Thank you.

Best regards, Mark

Mark A. Zordan, PMP
Project Manager

JOHNSON ENGINEERING, LLC.

An Apex Company

2122 Johnson Street | Fort Myers, FL 33901

Direct: (239) 461-2474 | Main: (239) 334-0046

Mobile: 239-484-4880

Mark.zordan@apexcos.com

www.johnsonengineering.com

From: shane willis <williss@whhassociates.com>

Sent: Tuesday, January 20, 2026 5:15 PM

To: Mark Zordan <maz@johnsoneng.com>; Meagan Magaldi <mmagaldi@cyklawfirm.com>; Greg Urbancic <gurbancic@cyklawfirm.com>

Cc: Kevin RisCassi <KMR@johnsoneng.com>; Chuck Adams <adamsc@whhassociates.com>; Cleo Adams <crismondc@whhassociates.com>; Blake Blake <blake@gulfscapeslandscape.com>

Subject: [EXT] RE: Brooks Irrigation Satellite Controllers_Exhibit

CAUTION

My Apologies Meagan, I thought you were on the original email.

Attached is the JEI report and the Gulfscapes proposal for replacement.

Respectfully,

Shane Willis

Operations Manager

Wrathell, Hunt, & Associates, LLC

9220 Bonita Beach Road

Suite #214

Bonita Springs, FL 34135

(239) 259-4299 ©

FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.

From: Mark Zordan <maz@johnsoneng.com>

Sent: Tuesday, January 20, 2026 4:56 PM

To: Meagan Magaldi <mmagaldi@cyklawfirm.com>; Greg Urbancic <gurbancic@cyklawfirm.com>

Cc: shane willis <williss@whhassociates.com>; Kevin RisCassi <KMR@johnsoneng.com>; Chuck Adams <adamsc@whhassociates.com>; Cleo Adams <crismondc@whhassociates.com>; Blake Blake <blake@gulfscapeslandscape.com>

Subject: Brooks Irrigation Satellite Controllers_Exhibit

Hi Meagan,

Survey work has been completed. I anticipate forwarding the exhibit to you tomorrow.

FYI – The irrigation satellite controllers were located within the Landscape Buffer Easement (LBE).

Please do not hesitate to contact me with any questions or concerns. Thank you.

Best regards, Mark

Mark A. Zordan, PMP
Project Manager
JOHNSON ENGINEERING, LLC.
An Apex Company
2122 Johnson Street | Fort Myers, FL 33901
Direct: (239) 461-2474 | Main: (239) 334-0046
Mobile: 239-484-4880
Mark.zordan@apexcos.com
www.johnsonengineering.com

From: Meagan Magaldi <mmagaldi@cyklawfirm.com>
Sent: Tuesday, January 20, 2026 4:49 PM
To: Mark Zordan <maz@johnsoneng.com>; Greg Urbancic <gurbancic@cyklawfirm.com>
Cc: shane willis <willis@whhassociates.com>; Kevin RisCassi <KMR@johnsoneng.com>; Chuck Adams <adamsc@whhassociates.com>; Cleo Adams <crismondc@whhassociates.com>
Subject: [EXT] RE: Brooks Irrigation Satellite Controllers_Declaration & Survey Schedule

CAUTION

Good afternoon,

I wanted to follow up on this. Were the surveyors about to go out to the site and determine the exact locations and property ownership/easements?

Thank you,
Meagan

Meagan E. Magaldi, Esq.

Coleman, Yovanovich & Koester, P.A.
The Northern Trust Building
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
P: 239.435.3535 | F: 239.435.1218
mmagaldi@cyklawfirm.com



Visit cyklawfirm.com to learn more about us.

Both Meagan E. Magaldi and Coleman, Yovanovich & Koester, P.A. intend that this message be used exclusively by the addressee(s). This message may contain information that is privileged, confidential and exempt from disclosure under applicable law. Unauthorized disclosure or use of this information is strictly prohibited. If you have received this communication in error, please permanently dispose of the original message and notify Meagan E. Magaldi immediately at mmagaldi@cyklawfirm.com or (239) 435-3535. Thank you.

FRAUD ALERT ---- PLEASE DO NOT WIRE ANY FUNDS TO OUR FIRM UNLESS YOU OR THE SENDING BANK HAVE VERIFIED THE WIRING INSTRUCTIONS DIRECTLY WITH OUR FIRM VIA TELEPHONE.

From: Mark Zordan <maz@johnsoneng.com>
Sent: Friday, January 9, 2026 10:57 AM

To: Greg Urbancic <gurbancic@cyklawfirm.com>; Meagan Magaldi <mmagaldi@cyklawfirm.com>
Cc: shane willis <williss@whhassociates.com>; Kevin RisCassi <KMR@johnsoneng.com>; Christian Mumme <Christian.Mumme@apexc.com>; Blake Blake <blake@gulfscapeslandscape.com>; Chuck Adams <adamsc@whhassociates.com>; Cleo Adams <crismondc@whhassociates.com>
Subject: Brooks Irrigation Satellite Controllers_Declaration & Survey Schedule

Hi Greg/Meagan,

Survey Update: I have our surveyors scheduled to go to the site on Monday morning & stakeout toe ROW line & the Landscape Buffer Easement (see attached picture).

For your reference - After reviewing the attached "DECLARATION OF CONDOMINIUM OF BROOKS TOWN CENTER, A COMMERCIAL LAND CONDOMINIUM" at LeeClerk.org, we have found some pertinent information that is listed below with page numbers.

8.) Common Elements; Easements. Pg. 6

8.1) Definition. Pg. 6

8.2) Easements. Pg. 6

8.2.2) Landscape Buffer, Utility, Access, and Governmental Services Easement. Pg. 7

8.2.7) Maintenance. Pg. 8

16.) RECONSTRUCTION OR REPAIR AFTER CASUALTY. Pg. 24

16.1, 16.1.1, 16.1.2) Damage to the Common Elements. Pg. 24

Plan of BROOKS TOWN CENTER COMMERCIAL LAND CONDOMINIUM L.B.E. 1 Pg. 58

Please do not hesitate to contact me with any questions or concerns. Thank you.

Best regards, Mark

Mark A. Zordan, PMP
Project Manager
JOHNSON ENGINEERING, LLC.
An Apex Company

2122 Johnson Street | Fort Myers, FL 33901
Direct: (239) 461-2474 | Main: (239) 334-0046

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Mark.zordan@apexc.com

www.johnsonengineering.com

From: shane willis <williss@whhassociates.com>

Sent: Friday, January 2, 2026 9:39 AM

To: Dave Garner <Dave.Garner@brookscdds.net>; Edward Franklin <edward.franklin@brookscdds.net>; Jim Merritt <james.merritt@brookscdds.net>; Rod Woolsey <rod.woolsey@brookscdds.net>; charles.orlando@brookscdds.net; Joe Bartoletti <joseph.bartoletti@brookscdds.net>; Kenneth Gould <kenneth.gould@brookscdds.net>; Lynn Bunting

<Lynn.bunting@brookscdds.net>; Mary O'Connor <mary.oconnor@brookscdds.net>; Tom Bertucci <tom.bertucci@brookscdds.net>

Cc: Chuck Adams <adamsc@whhassociates.com>; Cleo Adams <crismondc@whhassociates.com>; Mark Zordan <maz@johnsoneng.com>; gurbancic@cyklawfirm.com; blake@gulfscapeslandscape.com

Subject: [EXT] Brooks Irrigation FYI

CAUTION

Good Morning,

Hope you all had a great Holiday Season!

Attached is an email from Gulfscapes that I thought was important to share with you. At the location depicted below 2 irrigation satellites were removed last week without prior approval or notification to District Staff. I have made multiple attempts at contacting the construction company via phone and Blake actually spoke to a representative on site who was completely disrespectful and unprofessional (see attached email). To summarize their position, that location is their property and they can do what they want.

As I have received a couple of phone calls on this already I wanted to provide this email to both Boards as an FYI & to keep you all informed, Staff will be gathering the information below to present at your next meeting:

- JEI to provide their opinion on that corner, who owns it & is there an easement at this location etc.... If the Districts are required to move the satellites, where can we move them to in the immediate vicinity to limit costs (boring, running conduit etc..?)
- In the attached email is the replacement cost of the two satellites only, if we do have to relocate them Gulfscapes will provide additional proposals for those costs.
- Gulfscapes will hand water the Districts landscape until replacement is complete to ensure any potential loss is mitigated.
- All of this information will be presented to your District Managers once they return (currently out of the country) and I will have some preliminary discussions with Greg about the District's legal options related to this and any information requirements he may need.





BOARD MEMBERS TO ENSURE COMPLIANCE WITH THE SUNSHINE LAW, DO NOT USE REPLY ALL OR INCLUDE ANOTHER CDD BOARD MEMBER AS A RECIPIENT TO ANY REPLY.

Respectfully,
Shane Willis
Operations Manager
Wrathell , Hunt, & Associates LLC
9220 Bonita Beach Road
Suite #214
Bonita Springs, FL 34135
(239) 259-4299 ©

EXISTING CONDITIONS
EXHIBIT

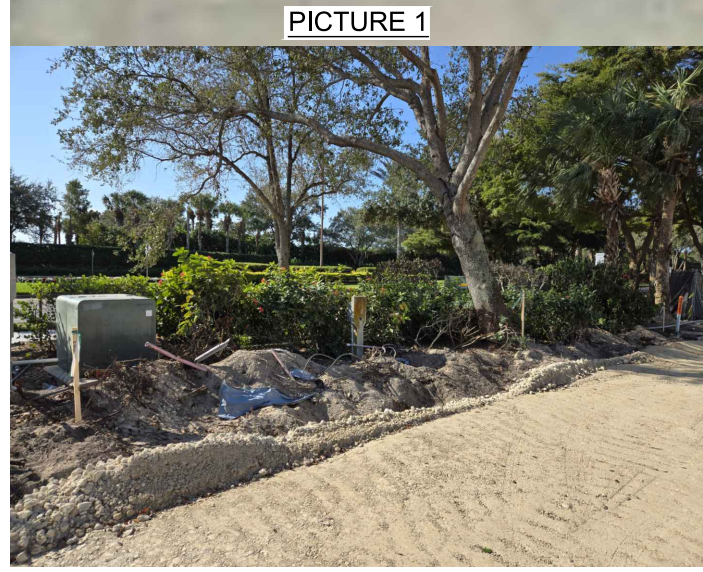
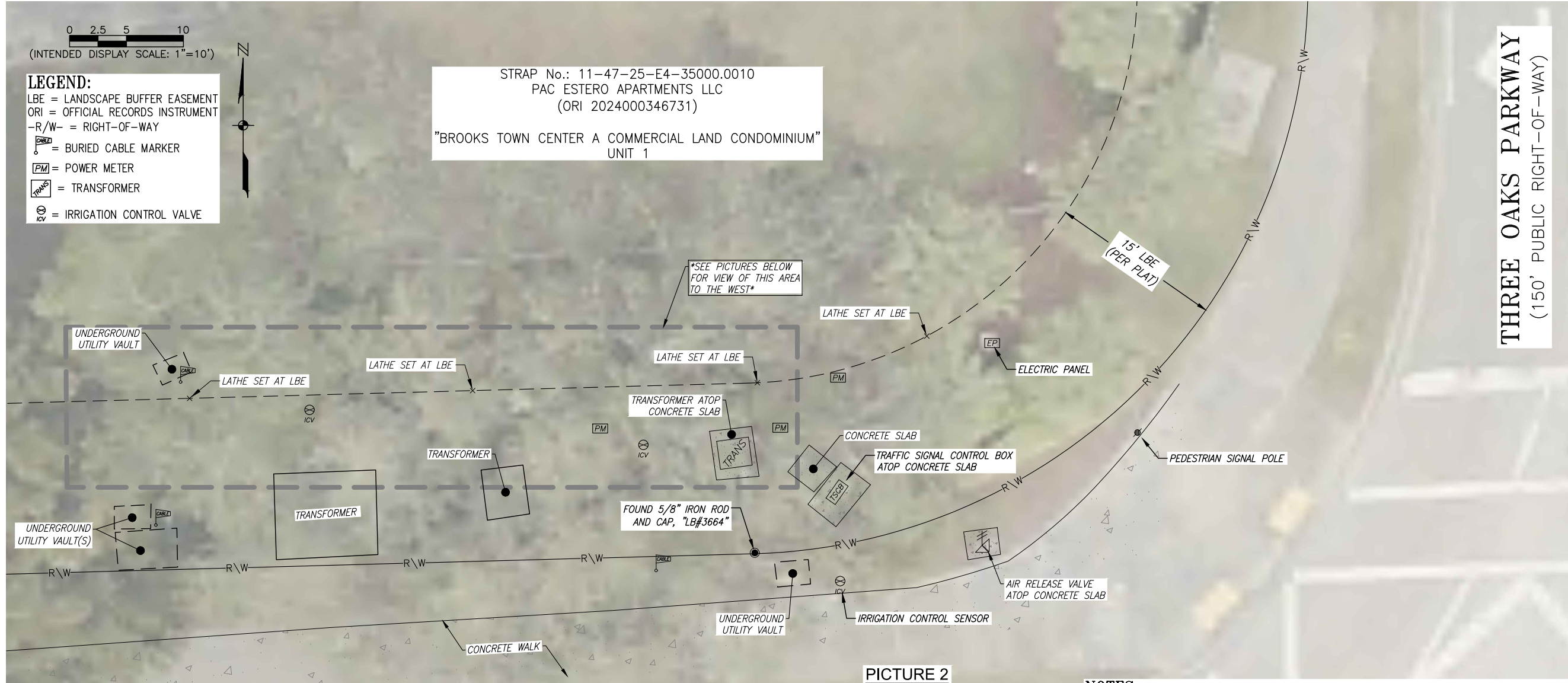
THE BROOKS
 "NW CORNER OF COCONUT ROAD AND
 THREE OAKS PARKWAY"
 SECTION 11, TOWNSHIP 47 SOUTH, RANGE 25 EAST
 VILLAGE OF ESTERO, LEE COUNTY, FLORIDA

NO.	REVISIONS DESCRIPTION	DATE

DATE: 01/15/26
 PROJECT NO.: 20023646-001
 FILE NO.: 11-47-25
 SCALE: 1"=10'

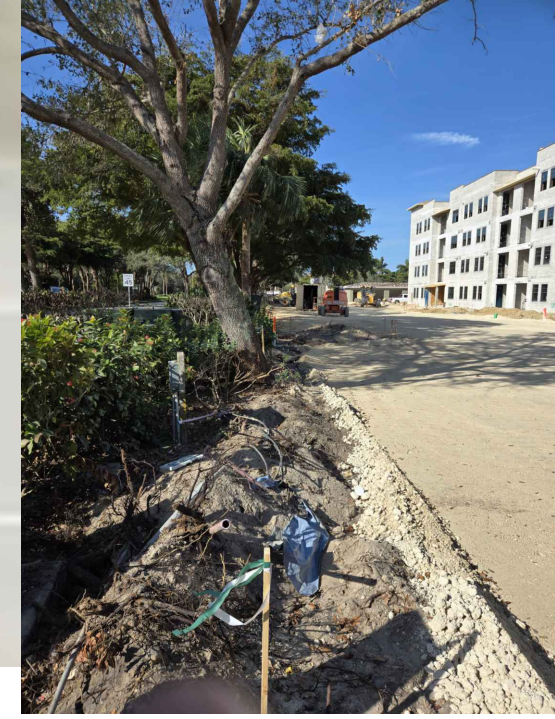
EXISTING CONDITIONS
DETAIL

THREE OAKS PARKWAY
 (150' PUBLIC RIGHT-OF-WAY)



PICTURE 1

COCONUT ROAD
 (150' PUBLIC RIGHT-OF-WAY)



PICTURE 2

NOTES:

- DATE OF LAST FIELDWORK: JANUARY 12, 2026.
- HORIZONTAL DATA SHOWN HEREON ARE IN FEET AND ARE PROJECTED ONTO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT.
- SUBSTANTIAL VISIBLE IMPROVEMENTS OTHER THAN THOSE SHOWN, NOT LOCATED. UNDERGROUND IMPROVEMENTS AND/OR ENCROACHMENTS WERE NOT LOCATED AS A PART OF THIS EXHIBIT.
- THIS EXHIBIT IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. A TITLE COMMITMENT AND/OR ABSTRACT OF TITLE WAS NOT PROVIDED TO THE EXHIBITOR.
- THIS EXHIBIT DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
- NO ENVIRONMENTAL ASSESSMENT OR AUDIT WAS PERFORMED ON THE EXHIBITED PARCEL BY THIS FIRM. THIS EXHIBIT WAS PERFORMED FOR THE PURPOSE SHOWN HEREON AND DOES NOT MAKE ANY REPRESENTATION AS TO THE DELINEATION OF ANY JURISDICTIONAL LINES EXCEPT AS SHOWN OR NOTED. THIS EXHIBIT DOES NOT PURPORT TO DELINEATE THE REGULATORY JURISDICTION OF ANY FEDERAL, STATE OR LOCAL AGENCY.
- THIS EXHIBIT DOES NOT DETERMINE PROPERTY OWNERSHIP OR PROPERTY RIGHTS. THIS EXHIBIT LOCATED THE ABOVE-GROUND IMPROVEMENTS AS SPECIFIED BY CLIENT IN ACCORDANCE WITH AND IN RELATION TO THE LEGAL DESCRIPTION.
- ADDITIONS OR DELETIONS TO THIS EXHIBIT MAP OR REPORT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.
- AERIAL PHOTOGRAPHY SHOWN HEREON WAS OBTAINED FROM LEE COUNTY AND IS DATED 2025. IT IS INCLUDED FOR ORIENTATION PURPOSES ONLY.

**BROOKS OF BONITA SPRINGS
&
BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS**

12



Florida Department of Environmental Protection

Florida *Green Lodging* Program Best Management Practice



STORMWASTER POLLUTION PREVENTION

Stormwater can pick up debris, chemicals, dirt and other pollutants and flow into a storm sewer system or directly to a lake, stream, river, wetland or coastal water. Anything that enters a storm sewer system is eventually discharged into the groundwater or waterbodies we use for swimming, fishing and providing drinking water.

For additional information, including publications, visit [DEP Nonpoint Source Management](#).

See Rule 62-624.200(2), Florida Administrative Code for the complete details.

Stormwater Pollution Prevention Best Management Practices

Polluted stormwater runoff can have many adverse side effects on plants, fish, animals and people

- Sediment can cloud the water and make it difficult or impossible for aquatic plants to grow.
- Excess nutrients can cause algae blooms. When algae die, they sink to the bottom and decompose in a process that removes oxygen from the water. Fish and other aquatic organisms can't exist in water with low dissolved oxygen levels.
- Bacteria and other pathogens can wash into swimming areas and create health hazards, often making beach closure necessary.
- Plastic bags, six-pack rings, bottles and cigarette butts washed into waterbodies can choke, suffocate or disable aquatic life like otters, fish, turtles and birds.
- Household hazardous wastes like insecticides, pesticides, paint, solvents, used motor oil and other auto fluids can poison aquatic life.
- Polluted stormwater often affects drinking water sources. This, in turn, can affect human health and increase drinking water treatment costs.

Keep debris out of stormwater drains

Landscaping debris, leaves, grass clippings and sediment must be composted or disposed of properly. They should not be hosed, swept or blown into the street or stormwater drain for disposal.

Educate your guests with effective signage

Clearly mark stormwater drains that discharge directly to stormwater facilities or waterbodies such as lakes, streams or estuaries.

Properly manage wastewaters

Storm drains are only for stormwater. Cleaning wastewaters generated from mopping, carpet cleaning or from cleaning HVAC coils, air handlers or PTAC must be disposed of properly via sanitary sewer, if allowed. Consider using steam cleaning and a wet vacuum to remove material.



Florida Department of Environmental Protection

Florida *Green Lodging* Program Best Management Practice



Questions on proper disposal can be directed to the local DEP District Office. Click [here](#) for contact information.

Water landscape wisely

Keep irrigation water on the lawn or garden and off the parking areas where runoff from watering can pick up pollutants such as oil, gasoline and sediments to prevent them from being discharged to the stormwater system. Use “Florida-Friendly” plants in landscaping to reduce the need for watering.

[Florida Yards and Neighborhoods Handbook: A Guide to Environmentally Friendly Landscaping](#) from the University of Florida (UF) Institute of Food and Agricultural Science (IFAS), describes how to minimize nonpoint source pollution from landscapes, especially residential ones.

Practice proper management of chemicals, fertilizers, pesticides and paints

Label and store substances in a designated chemical storage cabinet to avoid leaks and spills. Clean up spills immediately and dispose of properly. Properly dispose of excess or expired products through established waste collection programs or donate unused portions, such as paints, to local organizations.

Questions on proper disposal can be directed to the local DEP District Office. Click [here](#) for contact information.

Swimming Pool Discharges

Background

Swimming pool discharges can be a source of illicit discharges in municipal separate storm sewer systems (MS4). Chlorine and other chemicals used in maintaining pools and spas which often include acidic or alkaline cleaning compounds, can have a negative impact on the plant and aquatic life in surface waters. Even at low levels, chlorine can be toxic to aquatic life. Subsection 62-302.530(19), Florida Administrative Code (F.A.C.) limits the discharge of chlorine to surface water bodies to ≤ 0.01 milligram per liter (mg/L). In addition, turbidity associated with backwashing and cleaning can also violate surface water quality standards.

Existing Regulations

The Florida Department of Health regulates public swimming pools and bathing places. Subsection 64E-9.007(15) “Pool waste water disposal” states in part: “Pool waste water shall be discharged through an air gap; disposal shall be to sanitary sewers, storm sewers, drainfields, or by other means, in accordance with local municipal and building official requirements including obtaining all necessary permits.”

Other states including Michigan, Pennsylvania, Maryland and New Jersey, require public swimming pools to obtain general national Pollution Discharge Elimination System (NPDES) permit to discharge wastewater from public swimming pools. There is no such requirement in Florida, Dechlorinated swimming pool discharges are authorized in Florida in accordance with 62-624.200(2)(q), F.A.C.;



Florida Department of Environmental Protection

Florida *Green Lodging* Program Best Management Practice



provided that they do not cause a violation of water quality standards.

Guidance

To help protect Florida's environment, the following best management practices should be followed when draining swimming pools or discharging filter backwash into the environment.

- Only drain your pool when necessary. Avoid draining/backwashing your pool during periods of drought and during significant rainfall events. Do not drain your pool when watering restrictions are in place.
- Before draining your pool, allow the water to stand for at least 48 hours after the last addition of chlorine or until the free chlorine residual is ≤ 0.01 mg/L. (If you need to drain your pool quickly, you can purchase chlorine-neutralizing chemicals such as sodium thiosulfate at your local pool supply company.)
- Test the free chlorine residual before discharging. A free chlorine residual should not be detected. The chlorine residual can be tested using a standard pool test kit. (Refer to 64E-9.004(11), F.A.C. for additional information).
- The water should be clear and free of solids.
- The pH must be between 6.5 and 8.5 before it is discharged.
- Algaecides containing copper or silver can interrupt algal and plant growth in surface water bodies and should be used with caution. Follow the manufacturer's instructions before discharging water that has had an algaecide added recently.
- Control the rate of discharge across your property to avoid erosion and nuisance conditions for neighboring properties. Nuisance conditions such as the creation of odors, mosquito breeding conditions or flooding can occur when water is ponded for a prolonged period.
- Direct the discharge over a vegetated surface so that some level of filtration can occur.
- Do not discharge on areas recently treated with herbicides or pesticides.

Disposal to Sanitary Sewer Systems

- Pool and spa wastewater should not be discharged into the sanitary sewer system without the permission of the wastewater treatment facility.
- Avoid discharging to the sanitary sewer system during or immediately after a significant rainfall event.

This document was developed in part using information obtained from the following sources. It should not be considered comprehensive as other local permitting requirements may apply.

Environmental Times. *"From the Pool to the Lagoon. Pool Owners Can Protect the Lake Worth Lagoon,"* Reprinted from the *"Lake Worth Lagoon Update."* Spring 2004.

Maryland Department of Environmental Protection. *"Fact Sheet for General No. 01SI Discharges from Swimming Pools and Spas"*



Florida Department of Environmental Protection

Florida *Green Lodging* Program Best Management Practice



Maryland Department of Environmental Protection. *"Just the Facts About.....Swimming Pool & Spa Guidelines."*

**BROOKS OF BONITA SPRINGS
&
BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS**

**UNAUDITED
FINANCIAL
STATEMENTS**

**BROOKS OF BONITA SPRINGS & BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2025**

**BROOKS OF BONITA SPRINGS & BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS
COMBINED BALANCE SHEET
DECEMBER 31, 2025**

	General Funds	Debt Service Funds	Total Governmental Funds
	<u> </u>	<u> </u>	<u> </u>
ASSETS			
Cash & investments	\$4,837,149	\$ 505,745	\$ 5,342,894
Deposits	525	-	525
Due from clearing fund	11,571	943,911	955,482
Accounts receivable	47,164	-	47,164
Due from other funds			
Brooks I			
General fund	-	72,501	72,501
Brooks II			
General fund	-	111,650	111,650
Undeposited fund	-	43,217	43,217
Total assets	<u>\$ 4,898,419</u>	<u>\$ 1,677,024</u>	<u>\$ 6,575,443</u>
LIABILITIES & FUND BALANCES			
Liabilities:			
Accounts payable	\$ 9,609	\$ -	\$ 9,609
Due to other funds			
Brooks I			
Debt service - series 2021	72,501	-	72,501
Brooks II			
Debt service - series 2021	111,650	-	111,650
Brooks II			
General fund	2,010	-	2,010
Total liabilities	<u>1,139,681</u>	<u>-</u>	<u>1,139,681</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	<u>36,142</u>	<u>-</u>	<u>36,142</u>
Total deferred inflows of resources	<u>36,142</u>	<u>-</u>	<u>36,142</u>
Fund balances:			
Restricted for:			
Debt service	-	1,677,024	1,677,024
Capital outlay projects	200,000	-	200,000
Unassigned	<u>3,522,596</u>	<u>-</u>	<u>3,522,596</u>
Total fund balances	<u>3,722,596</u>	<u>1,677,024</u>	<u>5,399,620</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 4,898,419</u>	<u>\$ 1,677,024</u>	<u>\$ 6,575,443</u>

**BROOKS OF BONITA SPRINGS & BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS
COMBINED STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUNDS
FOR THE PERIOD ENDED DECEMBER 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 2,098,217	\$ 3,048,966	\$ 3,537,139	86%
Coconut Road - cost sharing (mall contribution)	-	-	13,000	0%
Interest & miscellaneous	4,308	10,098	44,999	22%
Total revenues	<u>2,102,525</u>	<u>3,059,064</u>	<u>3,595,138</u>	85%
EXPENDITURES				
Administrative				
Supervisors	-	2,153	14,000	15%
Management	7,627	22,881	91,526	25%
Accounting	3,173	9,519	38,077	25%
Audit	-	-	19,000	0%
Legal	3,850	3,850	20,000	19%
Field management	3,632	10,894	43,576	25%
Engineering	3,277	19,509	50,000	39%
Trustee	-	-	12,900	0%
Dissemination agent	167	501	2,000	25%
Arbitrage rebate calculation	-	-	6,000	0%
Assessment roll preparation	2,250	6,750	26,999	25%
Telephone	87	259	1,035	25%
Postage	17	253	1,200	21%
Insurance	-	26,572	26,150	102%
Printing and binding	190	569	2,277	25%
Legal advertising	-	-	1,500	0%
Contingencies	690	1,231	3,999	31%
Capital outlay - 2023 note repayment	51,357	51,357	899,999	6%
Annual district filing fee	-	350	350	100%
ADA website compliance	-	-	810	0%
Communication	-	-	1,000	0%
Total administrative	<u>76,317</u>	<u>156,648</u>	<u>1,262,398</u>	12%
Water management				
Contractual services	29,000	68,440	408,000	17%
NPDES permit	1,541	8,238	20,000	41%
Aquascaping	23,199	23,200	30,000	77%
Aeration	-	-	65,000	0%
Aeration operating supplies	4,029	20,507	106,000	19%
Culvert cleaning	-	123,800	88,501	140%
Capital outlay-lake bank erosion	8,463	8,463	100,000	8%
Boundary exotic removal	-	-	42,000	0%
Miscellaneous	-	-	5,000	0%
Total water management	<u>66,232</u>	<u>252,648</u>	<u>864,501</u>	29%

**BROOKS OF BONITA SPRINGS & BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS
COMBINED STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUNDS
FOR THE PERIOD ENDED DECEMBER 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
Lighting services				
Contractual services	16,224	16,224	20,000	81%
Electricity	4,145	12,385	46,000	27%
Miscellaneous	217	652	2,500	26%
Total lighting services	<u>20,586</u>	<u>29,261</u>	<u>68,500</u>	43%
Maintenance				
Railroad crossing lease	-	-	15,000	0%
Total maintenance	<u>-</u>	<u>-</u>	<u>15,000</u>	0%
Coconut Rd. & Three Oaks Parkway				
Pine straw/soil/sand	-	-	55,000	0%
Plant replacement supplies	-	-	80,000	0%
Maintenance supplies	2,200	2,200	9,999	22%
Electricity	172	523	649	81%
Irrigation water	9,670	17,042	110,000	15%
Electric - 41 entry feature/irrigation	781	2,289	10,000	23%
Contract services	-	-	4,501	0%
Irrigation repairs	-	-	24,999	0%
Landscape maintenance contract	46,323	127,001	762,000	17%
Capital Improvement 2023/2024	92,372	129,128	-	N/A
Capital outlay	777,441	1,462,209	-	N/A
Irrigation management	-	2,205	13,300	17%
Total Coconut Rd. & Three Oaks Parkway	<u>928,959</u>	<u>1,742,597</u>	<u>1,070,448</u>	163%

**BROOKS OF BONITA SPRINGS & BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS
COMBINED STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUNDS
FOR THE PERIOD ENDED DECEMBER 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
Other fees and charges				
Tax collector & property appraiser	-	6,545	9,458	69%
Total other fees and charges	-	6,545	9,458	69%
Total expenditures	1,092,094	2,187,699	3,290,303	66%
 Excess/(deficiency) of revenues over/(under) expenditures	 1,010,431	 871,365	 304,835	
 Fund balances - beginning	 2,712,165	 2,851,231	 828,921	
Assigned: capital outlay projects	200,000	200,000	200,000	
Unassigned	3,522,596	3,522,596	933,747	
Fund balances - ending	<u>\$ 3,722,596</u>	<u>\$ 3,722,596</u>	<u>\$ 1,133,756</u>	

**BROOKS OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GENERAL FUND
DECEMBER 31, 2025**

	Balance
ASSETS	
BankUnited	\$ 140,000
Bank United ICS	638,488
Truist	1,383,397
Finemark: MMF	32,068
SunTrust - reserve	10,635
Series 2023 B1	240,992
Deposits	525
Due from clearing fund	7,615
Accounts receivable	30,987
Total assets	\$ 2,484,707
 LIABILITIES & FUND BALANCES	
Liabilities:	
Accounts payable	\$ 6,313
Due to other funds	
Brooks I	
Debt service - series 2021	72,501
Due to other governments	
Brooks II	
General fund	2,010
Total liabilities	80,824
 DEFERRED INFLOWS OF RESOURCES	
Deferred receipts	23,745
Total deferred inflows of resources	23,745
 Fund balances:	
Reserved for:	
Capital outlay projects	131,400
Unassigned	2,248,738
Total fund balances	2,380,138
Total liabilities, deferred inflows of resources and fund balances	\$ 2,484,707

**BROOKS OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 1,376,221	\$ 2,001,344	\$ 2,323,901	86%
Coconut Road - cost sharing (mall contribution)	-	-	8,541	0%
Interest & miscellaneous	1,890	6,385	29,565	22%
Total revenues	<u>1,378,111</u>	<u>2,007,729</u>	<u>2,362,007</u>	85%
EXPENDITURES				
Administrative				
Supervisors	-	1,415	9,198	15%
Management	5,011	15,033	60,133	25%
Accounting	2,085	6,254	25,017	25%
Audit	-	-	12,483	0%
Legal	2,529	2,529	13,140	19%
Field management	2,386	7,157	28,629	25%
Engineering	2,153	12,817	32,850	39%
Trustee	-	-	8,475	0%
Dissemination agent	110	329	1,314	25%
Arbitrage rebate calculation	-	-	3,942	0%
Assessment roll preparation	1,478	4,435	17,739	25%
Telephone	57	170	680	25%
Postage	11	166	788	21%
Insurance	-	17,458	17,181	102%
Printing and binding	125	374	1,496	25%
Legal advertising	-	-	986	0%
Contingencies	425	725	2,628	28%
Capital outlay - 2023 note repayment	33,742	33,742	591,300	6%
Annual district filing fee	-	230	230	100%
ADA website compliance	-	-	532	0%
Communication	-	-	657	0%
Total administrative	<u>50,112</u>	<u>102,834</u>	<u>829,398</u>	12%
Water management				
Contractual services	19,053	44,965	268,056	17%
NPDES permit	1,013	5,413	13,140	41%
Aquascaping	15,242	15,242	19,710	77%
Aeration	-	-	42,705	0%
Aeration operating supplies	2,647	13,473	69,642	19%
Culvert cleaning	-	81,337	58,145	140%
Capital outlay-lake bank erosion	5,560	5,560	65,700	8%
Boundary exotic removal	-	-	27,594	0%
Miscellaneous	-	-	3,285	0%
Total water management	<u>43,515</u>	<u>165,990</u>	<u>567,977</u>	29%

**BROOKS OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
Lighting services				
Contractual services	10,659	10,659	13,140	81%
Electricity	2,723	8,137	30,222	27%
Miscellaneous	143	428	1,643	26%
Total lighting services	<u>13,525</u>	<u>19,224</u>	<u>45,005</u>	43%
Maintenance				
Railroad crossing lease	-	-	9,855	0%
Total maintenance	<u>-</u>	<u>-</u>	<u>9,855</u>	0%
Coconut Rd. & Three Oaks Parkway				
Pine straw/soil/sand	-	-	36,135	0%
Plant replacement supplies	-	-	52,560	0%
Maintenance supplies	1,446	1,446	6,570	22%
Electricity	113	343	427	80%
Irrigation water	6,353	11,197	72,270	15%
Electric - 41 entry feature/irrigation	513	1,504	6,570	23%
Contract services	-	-	2,957	0%
Irrigation repairs	-	-	16,425	0%
Landscape maintenance contract	30,434	83,440	500,634	17%
Capital improvement 2023/2024	60,688	84,837	-	N/A
Capital outlay	510,779	960,671	-	N/A
Irrigation management	-	1,449	8,738	17%
Total Coconut Rd. & Three Oaks Parkway	<u>610,326</u>	<u>1,144,887</u>	<u>703,286</u>	163%

**BROOKS OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
Other fees & charges				
Tax collector & property appraiser	-	4,263	6,214	69%
Total other fees & charges	-	4,263	6,214	69%
Total expenditures	<u>717,478</u>	<u>1,437,198</u>	<u>2,161,735</u>	66%
 Excess/(deficiency) of revenues over/(under) expenditures	 660,633	 570,531	 200,272	
Fund balances - beginning	1,719,505	1,809,607	476,408	
Assigned: capital outlay projects	131,400	131,400	131,400	
Unassigned	2,248,738	2,248,738	545,280	
Fund balances - ending	<u>\$ 2,380,138</u>	<u>\$ 2,380,138</u>	<u>\$ 676,680</u>	

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GENERAL FUND
DECEMBER 31, 2025**

	Balance
ASSETS	
BankUnited	\$ 223,795
BankUnited ICS	219,557
Truist	1,804,303
Series 2023 BII	133,279
Finemark: MMF	10,635
Due from clearing fund	3,956
Accounts receivable	16,177
Due from other governments	
Brooks I	
General fund	2,010
Total assets	\$ 2,413,712
 LIABILITES & FUND BALANCES	
Liabilities:	
Accounts payable	\$ 3,296
Due to other funds	
Brooks II	
Debt service - series 2017	943,911
Debt service - series 2021	111,650
Total liabilities	1,058,857
 DEFERRED INFLOWS OF RESOURCES	
Deferred receipts	12,397
Total deferred inflows of resources	12,397
 Fund balances:	
Reserved for:	
Capital outlay projects	68,600
Unassigned	1,273,858
Total fund balances	1,342,458
 Total liabilities, deferred inflows of resources and fund balances	 \$ 2,413,712

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 721,996	\$1,047,622	\$1,213,238	86%
Coconut Road - cost sharing (mall contribution)	-	-	4,459	0%
Interest & miscellaneous	2,418	3,713	15,435	24%
Total revenues	<u>724,414</u>	<u>1,051,335</u>	<u>1,233,132</u>	85%
EXPENDITURES				
Administrative				
Supervisors	-	738	4,802	15%
Management	2,616	7,848	31,393	25%
Accounting	1,088	3,265	13,060	25%
Audit	-	-	6,517	0%
Legal	1,321	1,321	6,860	19%
Field management	1,246	3,737	14,947	25%
Engineering	1,124	6,692	17,150	39%
Trustee	-	-	4,425	0%
Dissemination agent	57	172	686	25%
Arbitrage rebate calculation	-	-	2,058	0%
Assessment roll preparation	772	2,315	9,261	25%
Telephone	30	89	355	25%
Postage	6	87	412	21%
Insurance	-	9,114	8,969	102%
Printing and binding	65	195	781	25%
Legal advertising	-	-	515	0%
Contingencies	265	506	1,372	37%
Capital outlay - 2023 note repayment	17,615	17,615	308,700	6%
Annual district filing fee	-	120	120	100%
ADA website compliance	-	-	278	0%
Communication	-	-	343	0%
Total administrative	<u>26,205</u>	<u>53,814</u>	<u>433,004</u>	12%
Water management				
Contractual services	9,947	23,475	139,944	17%
NPDES permit	528	2,825	6,860	41%
Aquascaping	7,957	7,958	10,290	77%
Aeration	-	-	22,295	0%
Aeration operating supplies	1,382	7,034	36,358	19%
Culvert cleaning	-	42,463	30,356	140%
Capital outlay-lake bank erosion	2,903	2,903	34,300	8%
Boundary exotic removal	-	-	14,406	0%
Miscellaneous	-	-	1,715	0%
Total water management	<u>22,717</u>	<u>86,658</u>	<u>296,524</u>	29%

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
Lighting services				
Contractual services	5,565	5,565	6,860	81%
Electricity	1,422	4,248	15,778	27%
Miscellaneous	74	224	858	26%
Total lighting services	<u>7,061</u>	<u>10,037</u>	<u>23,496</u>	43%
Maintenance				
Railroad crossing lease	-	-	5,145	0%
Total maintenance	<u>-</u>	<u>-</u>	<u>5,145</u>	0%
Coconut Rd. & Three Oaks Parkway				
Pine straw/soil/sand	-	-	18,865	0%
Plant replacement supplies	-	-	27,440	0%
Maintenance supplies	754	754	3,430	22%
Electricity	59	180	223	81%
Irrigation water	3,317	5,845	37,730	15%
Electric - 41 entry feature/irrigation	268	785	3,430	23%
Contract services	-	-	1,544	0%
Irrigation repairs	-	-	8,575	0%
Landscape maintenance contract	15,889	43,561	261,366	17%
Capital improvement 2023/2024	31,684	44,291	-	N/A
Capital outlay	266,662	501,538	-	N/A
Irrigation management	-	756	4,562	17%
Total Coconut Rd. & Three Oaks Parkway	<u>318,633</u>	<u>597,710</u>	<u>367,165</u>	163%

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
Other fees & charges				
Tax collector & property appraiser	-	2,282	3,244	70%
Total other fees & charges	-	2,282	3,244	70%
Total expenditures	374,616	750,501	1,128,578	66%
Excess/(deficiency) of revenues over/(under) expenditures	349,798	300,834	104,554	
Fund balances - beginning	992,660	1,041,624	352,513	
Assigned: capital outlay projects	68,600	68,600	68,600	
Unassigned	1,273,858	1,273,858	388,467	
Fund balances - ending	<u>\$1,342,458</u>	<u>\$1,342,458</u>	<u>\$ 457,067</u>	

**BROOKS OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
DEBT SERVICE FUND SERIES 2021 (REFUNDED SERIES 2001)
DECEMBER 31, 2025**

	Balance
ASSETS	
Due from other funds	
Brooks I	
General fund	\$ 72,501
Undeposited fund	43,217
Total assets	\$ 115,718
 LIABILITIES & FUND BALANCES	
Liabilities:	
Total liabilities	-
 Fund balances:	
Restricted for:	
Debt service	115,718
Total fund balances	115,718
 Total liabilities & fund balances	 \$ 115,718

**BROOKS OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021 (REFUNDED SERIES 2001)
FOR THE PERIOD ENDED DECEMBER 31, 2025**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Special assessment: on-roll	\$ 37,973	\$ 55,103	\$ 72,439	76%
Total revenues	<u>37,973</u>	<u>55,103</u>	<u>72,439</u>	76%
EXPENDITURES				
Debt service				
Principal	-	-	50,000	0%
Principal prepayment	-	-	40,000	0%
Interest	-	5,778	13,849	42%
Total debt service	<u>-</u>	<u>5,778</u>	<u>103,849</u>	6%
Excess/(deficiency) of revenues over/(under) expenditures	37,973	49,325	(31,410)	
Fund balances - beginning	77,745	66,393	79,086	
Fund balances - ending	<u>\$ 115,718</u>	<u>\$ 115,718</u>	<u>\$ 47,676</u>	

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
DEBT SERVICE FUND SERIES 2017 (REFUNDED SERIES 2006)
DECEMBER 31, 2025**

	Balance
ASSETS	
Investments:	
Revenue	\$ 231,560
Prepayment	214
Reserve	273,970
Sinking	1
Due from general fund	943,911
Total assets	\$ 1,449,656
 LIABILITIES & FUND BALANCES	
Liabilities:	
Total liabilities	-
 Fund balances:	
Restricted for:	
Debt service	1,449,656
Total fund balances	1,449,656
Total liabilities & fund balances	\$ 1,449,656

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2017 (REFUNDED SERIES 2006)
FOR THE PERIOD ENDED DECEMBER 31, 2025**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Special assessment: on-roll	\$ 651,941	\$ 943,911	\$ 1,092,960	86%
Interest	1,505	5,257	-	N/A
Total revenues	<u>653,446</u>	<u>949,168</u>	<u>1,092,960</u>	87%
EXPENDITURES				
Debt service				
Principal	-	-	922,000	0%
Interest	-	92,675	185,349	50%
Total debt service	<u>-</u>	<u>92,675</u>	<u>1,107,349</u>	8%
Excess/(deficiency) of revenues over/(under) expenditures	653,446	856,493	(14,389)	
Fund balances - beginning	796,210	593,163	552,230	
Fund balances - ending	<u>\$ 1,449,656</u>	<u>\$ 1,449,656</u>	<u>\$ 537,841</u>	

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
DEBT SERVICE FUND SERIES 2021 (REFUNDED SERIES 2003)
DECEMBER 31, 2025**

	Balance
ASSETS	
Due from other funds	
Brooks II	
General fund	\$ 111,650
Total assets	\$ 111,650
 LIABILITIES & FUND BALANCES	
Liabilities:	
Total liabilities	-
 Fund balances:	
Restricted for:	
Debt service	111,650
Total fund balances	111,650
 Total liabilities & fund balances	 \$ 111,650

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021 (REFUNDED SERIES 2003)
FOR THE PERIOD ENDED DECEMBER 31, 2025**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Special assessment: on-roll	\$ 55,759	\$ 80,730	\$ 93,437	86%
Total revenues	<u>55,759</u>	<u>80,730</u>	<u>93,437</u>	86%
EXPENDITURES				
Debt service				
Principal	-	-	65,000	0%
Interest	-	12,996	26,100	50%
Total debt service	<u>-</u>	<u>12,996</u>	<u>91,100</u>	14%
Excess/(deficiency) of revenues over/(under) expenditures	55,759	67,734	2,337	
Fund balances - beginning	55,891	43,916	47,258	
Fund balances - ending	<u>\$ 111,650</u>	<u>\$ 111,650</u>	<u>\$ 49,595</u>	

**BROOKS OF BONITA SPRINGS
&
BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS**

MINUTES

DRAFT

**MINUTES OF MEETING
BROOKS OF BONITA SPRINGS & BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS**

The Boards of Supervisors of the Brooks of Bonita Springs & Brooks of Bonita Springs II Community Development Districts held a Joint Regular Meeting on October 22, 2025 at 1:00 p.m., at the Estero Community Church, 21115 Design Parc Ln., Estero, Florida 33928.

Present for Brooks CDD:

James Merritt	Chair
David Garner	Vice Chair
John (Rod) Woolsey	Assistant Secretary
Edward Franklin	Assistant Secretary
Charles Orlando	Assistant Secretary

Present for Brooks II CDD:

Joseph Bartoletti	Chair
Ken D. Gould	Vice Chair
Thomas Bertucci	Assistant Secretary
Mary O'Connor	Assistant Secretary
Lynn Bunting	Assistant Secretary

Also present:

Chuck Adams	District Manager
Cleo Adams	District Manager
Shane Willis	Operations Manager
Meagan Magaldi	District Counsel
Josh Hildebrand	Johnson Engineering, Inc. (JEI)
Chad Unger	Bonness
Derek Buschow (via Zoom)	President, iamGIS
Caleb Domeyer (via Zoom)	Senior Solutions Engineer, iamGIS

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 1:00 p.m. For Brooks of Bonita Springs, all Supervisors were present. For Brooks of Bonita Springs II, all Supervisors were present.

Mr. Bartoletti proposed addressing the Fifth, Sixth and Ninth Orders of Business earlier in the meeting, and adding an agenda item to discuss how to change the Town Center billing from an acreage basis, as the apartment buildings will soon charge rent. The Board agreed.

SECOND ORDER OF BUSINESS

Public Comments: Agenda items only [3 minutes per person]

44 No members of the public spoke.

45

46 **BROOKS OF BONITA SPRINGS CDD ITEMS**

47 **THIRD ORDER OF BUSINESS**

Administration of Oath of Office to Charles Orlando (the following will be provided under separate cover)

48

49

50

51 Mr. Adams stated that the Oath of Office was administered to Mr. Orlando prior to the
52 meeting. Mr. Adams will review the following items with Mr. Orlando after the meeting:

53 **A. Required Ethics Training and Disclosure Filing**

- 54 • **Sample Form 1 2023/Instructions**

55 **B. Membership, Obligations and Responsibilities**

56 **C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and**
57 **Employees**

58 **D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local**
59 **Public Office**

- 60 ▪ **Discussion: Premier Lakes Quality Control Lake Report – September 2025**

61 **This item, previously the Fifth Order of Business, was presented out of order.**

62 The September 2025 Quality Control Lake Report was included for informational
63 purposes. There were no questions.

64

65 **FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2026-01,
Electing and Removing Officers of the
District and Providing for an Effective Date**

66

67

68

69 Mr. Adams presented Resolution 2026-01. Mr. Woolsey nominated the following:

70	James Merritt	Chair
71	David Garner	Vice Chair
72	John (Rod) Woolsey	Assistant Secretary
73	Edward Franklin	Assistant Secretary
74	Charles Orlando	Assistant Secretary

75 No other nominations were made.

76 This Resolution removes the following from the Board:

77	Sandra Varnum	Assistant Secretary
----	---------------	---------------------

78 The following prior appointments by the Board remain unaffected by this Resolution:

79	Chesley “Chuck” Adams	Secretary
80	Craig Wrathell	Assistant Secretary
81	Craig Wrathell	Treasurer
82	Jeff Pinder	Assistant Treasurer

83 **On MOTION by Mr. Woolsey and seconded by Mr. Franklin, with all in favor,**
84 **Resolution 2026-01, Electing, as nominated, and Removing Officers of the**
85 **District and Providing for an Effective Date, was adopted.**

86
87

88 **JOINT BUSINESS ITEMS**

89 **FIFTH ORDER OF BUSINESS**

**Discussion: Premier Lakes Quality Control
Lake Report – September 2025**

90
91

92 This item was addressed following the Third Order of Business.

93

94 **SIXTH ORDER OF BUSINESS**

**Landscape Report: GulfScapes Landscape
Management Services**

95
96

- 97 • **Irrigation Reports**
- 98 **A. Meter Usage by Clock**
- 99 **B. Year-Over-Year Water Usage**

100 The Irrigation Reports were included for informational purposes. There were no
101 questions.

- 102 ▪ **Update: Sidewalk Project**

103 **This item, previously the Ninth Order of Business, was presented out of order.**

104 Mr. Merritt stated that representatives of Bonness and Johnson Engineering are present
105 to address any questions regarding progress on the sidewalks.

106 Mr. Bartoletti asked when the project will be completed. Johnson Engineering Project
107 Manager Josh Hildebrand discussed the progress. Barring weather delays, the majority of the
108 concrete work should be completed by mid-November. Crews will come back for final cleanup,
109 minor work and closeout with the County, so the sidewalk is open before the holiday season.

110 Discussion ensued regarding the need to prioritize compliance with the Americans with
111 Disability Act (ADA) requirements at the Three Oaks intersection so people can use pathways.
112 Mr. Hildebrand thinks that, per the original plan, all mainline sidewalks will be tied in; Bonness

113 will coordinate with the County as quickly as possible with regard to signals and relocating pole
114 boxes and components.

115 Mr. Bartoletti noted that the ADA work might not be completed by mid-November due
116 to County processes, so some blockages might remain.

117 Mr. Hildebrand discussed the scope of work, concrete processes and increased
118 thicknesses to ensure the viability of underwater concrete.

119 Mr. Bartoletti and Mr. Hildebrand will provide an email update to residents.

120 It was noted that the pedestrian crosswalks will still be accessible during season as they
121 were previously, although the crosswalks are not ADA compliant.

122 Discussion ensued regarding a potential concrete abutment safety issue, the need for
123 pedestrian access to cross the road, whether ADA compliance will be achieved by Thanksgiving,
124 previous survey work in the area that led to the discovery of rotted subbase, whether the ADA
125 work might incur costs for the CDD, and removing selected barriers until ADA compliance is
126 addressed, with appropriate cautionary sidewalk markings and warning signs.

127 Mr. Bartoletti questioned why ADA compliance was not included in the original bid and
128 the original plans from Bonness. It was noted that, while it was originally thought to be the
129 County's responsibility, the CDD was deemed to be responsible after bidding was completed.

130 Mr. Hildebrand discussed the likely scope of work to make the Four Corners intersection
131 ADA compliant, including removal of concrete and ramps, reconstruction with new ADA mats,
132 crosswalk realignment and additional paint to highlight the condition in the middle. It was noted
133 that signal boxes would need adjustment and would ideally be removed from the sidewalk.

134 Mr. Adams stated old concrete can be bleached/pressure washed for aesthetic purposes.
135 A sidewalk cleaning and maintenance line item will be added to the Fiscal Year 2027 budget.

136 The consensus was that, by Monday, October 27, 2025, Johnson Engineering will provide
137 Ms. Bunting and Mr. Merritt with an update including how the concrete will be finished and the
138 timeframe for the ADA intersection area.

139

140 **SEVENTH ORDER OF BUSINESS**

**Continued Discussion: Rule Making Process
[Stormwater Management]**

141

142

143 Ms. Magaldi presented the proposed Rules and Executive Summary. She recalled
144 discussions of lake bank erosion repairs and expenditure of CDD funds for recurring lake bank

145 issues, some due to gutters, downspouts, pool overflows and irrigation on private property. The
146 Rules could provide a mechanism to address specific property owners and allow for connection
147 to underground collection boxes. The process contemplates working with the Neighborhood
148 Associations on enforcement. The document is underway; feedback is welcomed and, once
149 acceptable, buy-in and feedback from each Association will be necessary in order to proceed.

150 Mr. Bartoletti noted that the Rosie Spoonbill's building might need to be included due to
151 runoff.

152 Mr. Garner stated that his Association is not an HOA, it is a Master Condominium
153 Association with eight sub associations; all nine own lake bank property, and the Master's
154 enforcement ability over the sub associations is limited to anything visible from the street.

155 The Boards and Staff discussed how to introduce the Rules to the four Associations, how
156 the Rules would be applied to problematic residential properties, and how The Commons Club
157 could be included.

158 Ms. Magaldi stated a Memorandum of Understanding (MOU) works well with golf clubs.

159 Discussion ensued regarding including Shadow Wood Country Club and the Country
160 Clubs, the MOU clarifying the responsibilities of the CDD and adjacent property owners and
161 serving as a resource to homeowners, and CDD recourse options if owners are put on notice of
162 their responsibility to the extent that erosion occurs as a result of discharge from their properties.

163 Mr. Bartoletti thinks it is important to educate homeowners that the responsibilities were
164 included in their original documents. Mr. Adams stated that the MOUs will be drafted carefully
165 and clearly, and perhaps customized to address each neighborhood's specific responsibilities.

166 Mr. Garner suggested the CDDs determine which lakes will be remediated, inform the
167 community or Association, survey the lake to identify issues, and then notify homeowners of
168 their responsibility to remediate drainage issues on their property and to be in compliance before
169 the CDD performs its remediations, so that CDD funds are not wasted.

170 Mr. Merritt believes the two matters are the need to emphasize the benefit of the
171 program and identify issues and follow through and take corrective action where necessary, as
172 required by the South Florida Water Management District (SFWMD) permit.

173 Mr. Garner wondered if HOAs could pursue owners to rectify the issues rather than the
174 CDD. He thinks some Associations might seek reimbursement for repairs that they made that are
175 now deemed a CDD responsibility. Mr. Adams stated, typically, the CDD's responsibility begins at

176 the control elevation; homeowners are generally responsible all the way to the water's edge. He
177 noted that the remediations performed at Lighthouse Bay resulted from a suit and a settlement.

178 Discussion ensued regarding whether the GIS maps confirm that the distance from the
179 homeowner's lot line to the water's edge is owned by the CDD in all cases, what the CDD will do
180 if a homeowner placed a structure on CDD property that caused erosion, lake banks that have
181 shifted in the past 25 years, the inaccuracy of drawings of platted constructed ponds, and erosion
182 caused by a homeowner structure installed over an easement at 23161 Foxtail Creek.

183 Mrs. Adams stated that Premier Lakes technicians provide observations made while on
184 site. Technicians will be asked to submit a list of observations for the next meeting.

185 The Boards and Staff discussed the need to have a definitive line up as to which property
186 the owners will maintain. Mr. Adams stated property owners maintain up to the high-water mark
187 or the turf line, which can move; when lake banks are restored, several more feet of turf line can
188 be restored. He noted that an easy sprinkler adjustment is generally sufficient to install additional
189 plantings; homeowners are informed in this regard when lake bank remediations are underway.

190 Ms. Magaldi asked for Board direction regarding how to proceed. Mr. Bartoletti discussed
191 the various Associations with which he interacts. Mr. Merritt thinks that addressing lake bank
192 erosion is the CDD's responsibility. Mr. Bartoletti voiced his opinion that The Commons Club
193 should eventually be added to the MOU. He thinks the Town Center does not have a problem
194 due to its catch basins, and The Commons Club's only issue is Rosie Spoonbill's. He suggested
195 adding all residential areas, areas owned by a Master Association, and areas owned by a
196 Neighborhood Association.

197 Mr. Garner suggested holding a meeting to discuss the funds to be spent for lake bank
198 restoration, erosion hastening the process, and what is feasible. The consensus was to schedule
199 a Stormwater Focus Group meeting and assign a designee from each Board. Mr. Garner will serve
200 as designee for Brooks and Ms. Bunting will serve as designee for Brooks II.

201 **▪ iamGIS Presentation**

202 **This item was an addition to the agenda.**

203 Derek Buschow and Caleb Domeyer, of iamGIS, which recently entered into a GIS program
204 with Copperleaf, conducted a demonstration and presentation introducing iamGIS and proposed
205 providing a more robust GIS solution for the CDDs.

206 Mr. Domeyer demonstrated and discussed the features and functionality of the software
207 and discussed data integrity, work orders, picture and video storage, and unlimited data.

208 Mr. Domeyer stated all data entered into the software is owned by the client; should the
209 contract end, the client retains their data, and technicians will assist in the process to ensure all
210 maps and data export successfully. He reviewed the costs, including the one-time \$1,500 setup
211 fee and the \$5,500 annual subscription for both CDDs. The initial term is three years; at the end
212 of three years, a 5% annual increase begins.

213 Discussion ensued regarding pricing, subscription, features and benefits of the software,
214 new user training, and support.

215 This item will be included on a future agenda.

216

217 **EIGHTH ORDER OF BUSINESS**

**Continued Discussion/Update: Capital
Improvements [20 Year Bond]**

218

219

220 This item was not addressed.

221

222 **NINTH ORDER OF BUSINESS**

Update: Sidewalk Project

223

224 This item was presented following the Sixth Order of Business.

225

226 **TENTH ORDER OF BUSINESS**

Update: Street Light Project

227

228 Mr. Bertucci stated, after the last meeting with Village officials Steve Sarcozy and David
229 Willems and discussion about going pole per pole on Coconut Road, the Village determined the
230 CDD must utilize decorative fixtures. Regarding cost, Mr. Sarcozy proposed the CDD replace pole
231 for pole with the decorative lights but not meet the requirements yet. After tree trimming and
232 tree removal, they would determine if more poles are needed.

233 Mr. Woolsey stated Mr. Sarcozy is willing to attend a CDD meeting to share his long-term
234 vision for Estero and its development; the Village is considering cost sharing.

235 Discussion ensued regarding whether additional poles can be installed where trees were
236 removed for better photometrics, obtaining feedback from another consultant, costs, various
237 considerations related to the project, and previous discussions with the Village and the County.

238 The consensus was to invite Mr. Sarcozy to attend the January meeting.

239

240 **ELEVENTH ORDER OF BUSINESS**

Update: Tree Removal Project

241
242 Ms. Bunting stated Mr. Willems is concerned that the integrity of the street will be
243 changed. She had an arborist review the trees, and he will provide a letter in support of removing
244 the trees, which she will provide to the Village. A map of the trees is needed.

245
246 **TWELFTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
247 **Statements as of September 30, 2025**

248
249 • **Financial Highlights Report**

250 The financials were accepted.

251 ▪ **District Counsel: Coleman, Yovanovich & Koester, P.A.**

252 **This item, previously Item 14A, was presented out of order.**

253 Ms. Magaldi reminded the Board Members to complete the required four hours of ethics
254 training by December 31, 2025. The Memorandum includes free course options.

255 It was noted that no actions were taken regarding the Agreement related to sidewalks in
256 the Lee County right-of-way (ROW).

257
258 **THIRTEENTH ORDER OF BUSINESS** **Approval of August 27, 2025 Joint Public**
259 **Hearing and Regular Meeting Minutes**

261 **On MOTION for Brooks of Bonita Springs II by Mr. Bartoletti and seconded by**
262 **Ms. O'Connor, with all in favor, the August 27, 2025 Joint Public Hearing and**
263 **Regular Meeting Minutes, as amended to include any changes submitted to**
264 **Management, were approved.**

266 **On MOTION for Brooks of Bonita Springs by Mr. Merritt and seconded by Mr.**
267 **Woolsey, with all in favor, the August 27, 2025 Joint Public Hearing and Regular**
268 **Meeting Minutes, as amended to include any changes submitted to**
269 **Management, were approved.**

270
271
272 **FOURTEENTH ORDER OF BUSINESS** **Staff Reports**

273
274 **A. District Counsel: Coleman, Yovanovich & Koester, P.A.**

275 District Counsel's report occurred following the Twelfth Order of Business.

276 **B. District Engineer: Johnson Engineering, Inc.**

277 There was no report.

278 **C. Field Operations: Wrathell, Hunt and Associates, LLC**

279 • **Monthly Status Report – Field Operations**

280 The Field Operations Report was included for informational purposes.

281 Mr. Willis stated that the Lake Bank Restoration Project is complete. The Engineer
282 accepted it and is working with the Village on final inspection. All littorals were planted, and he
283 filed for final closure with the Village.

284 **D. District Manager: Wrathell, Hunt and Associates, LLC**

285 Discussion ensued regarding adjustments to the 2025 audit. Mrs. Adams stated that
286 Shadow Wood work completed in October 2025 will be reflected in Fiscal Year 2026.

287 • **NEXT MEETING DATE: January 28, 2026 at 1:00 PM**

288 ○ **QUORUM CHECK – BROOKS OF BONITA SPRINGS**

289 All Supervisors confirmed their attendance at the January 28, 2026 meeting.

290 ○ **QUORUM CHECK – BROOKS OF BONITA SPRINGS II**

291 Supervisors Gould, O’Connor, Bertucci and Bartoletti confirmed their attendance at the
292 January 28, 2026 meeting. Supervisor Bunting will attend via telephone.

293

294 **FIFTEENTH ORDER OF BUSINESS**

Supervisors’ Requests

295

296 Mr. Garner asked if there have been further discussions with the Lighthouse Bay General
297 Manager about the seawall causing a trip hazard on property adjacent to the lake.

298

299 **SIXTEENTH ORDER OF BUSINESS**

**Public Comments: Non-Agenda items only
[3 minutes per person]**

300

301

302 No members of the public spoke.

303

304 **SEVENTEENTH ORDER OF BUSINESS**

Adjournment

305

306 **On MOTION for Brooks of Bonita Springs by Mr. Garner and seconded by Mr.**
307 **Merritt, with all in favor, the meeting adjourned at 3:31 p.m.**

308

309 **On MOTION for Brooks of Bonita Springs II by Mr. Bartoletti and seconded by**
310 **Mr. Bertucci with all in favor, the meeting adjourned at 3:31 p.m.**

**BROOKS OF BONITA SPRINGS &
BROOKS OF BONITA SPRINGS II CDDS
FOR BROOKS OF BONITA SPRINGS:**

DRAFT

October 22, 2025

311

312

313

314

315

316 _____
Secretary/Assistant Secretary

_____ Chair/Vice Chair

317

318

319 **FOR BROOKS OF BONITA SPRINGS II:**

320

321

322

323

324 _____
Secretary/Assistant Secretary

_____ Chair/Vice Chair

**BROOKS OF BONITA SPRINGS
&
BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS**

**STAFF
REPORTS**

**BROOKS OF BONITA SPRINGS AND BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS**

BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 JOINT MEETING SCHEDULE

LOCATION

Estero Community Church, 21115 Design Parc Ln., Estero, Florida 33928

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 22, 2025	Regular Meeting	1:00 PM
January 28, 2026	Regular Meeting	1:00 PM
April 22, 2026	Regular Meeting <i>Presentation of FY2027 Proposed Budget</i>	1:00 PM
June 24, 2026	Regular Meeting	1:00 PM
July 22, 2026	Regular Meeting	1:00 PM
August 26, 2026	Public Hearing & Regular Meeting <i>Adoption of FY2027 Budget</i>	1:00 PM