

**UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT
DISTRICT**

May 11, 2023

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

University Village Community Development District

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

May 4, 2023

ATTENDEES:

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

Board of Supervisors
University Village Community Development District

Dear Board Members:

The Board of Supervisors of the University Village Community Development District will hold a Regular Meeting on May 11, 2023 at 11:30 a.m., at the offices of Miromar Development Corporation, 10801 Corkscrew Road, Suite 305, Estero, Florida 33928. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Supervisor Mark Geschwendt [Seat 3] *(the following to be provided in a separate package)*
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B: Memorandum of Voting Conflict
4. Consideration of Resolution 2023-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes; and Providing for an Effective Date
5. Consider Appointment to Fill Unexpired Term of Seat 2 [Term Expires November 2026] and Seat 4 [Term Expires November 2024]
 - Administration of Oath of Office

6. Consideration of Resolution 2023-02, Designating Certain Officers of the District, and Providing for an Effective Date
7. Consideration of Resolution 2023-03, Approving a Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
8. Consideration of Resolution 2023-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024 and Providing for an Effective Date
9. Discussion/Consideration: FD-1 Surface and Wastewater Management Plan
10. Acceptance of Unaudited Financial Statements as of March 31, 2023
11. Approval of Minutes
 - A. September 8, 2022 Public Hearing and Regular Meeting
 - B. November 15, 2022 Landowners’ Meeting
12. Staff Reports
 - A. District Counsel: *Coleman Yovanovich Koester*
 - B. District Engineer: *Hole Montes, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - 0 Registered Voters in District as of April 15, 2023
 - NEXT MEETING DATE: August 10, 2023 at 11:30 AM

○ QUORUM CHECK

SEAT 1	JEFFERY STANER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	MARK GESCHWENDT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	RICH POMEROY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

13. Supervisors’ Requests

14. Public Comments

15. Adjournment

If you have any questions, please do not hesitate to contact me at 239-464-7114.

Sincerely,



Chesley "Chuck" E. Adams, Jr.
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE:

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT CODE: 229 774 8903

UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY VILLAGE COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS’ ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), *FLORIDA STATUTES*, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the University Village 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, pursuant to Section 190.006(2), *Florida Statutes*, a landowners meeting is required to be held within 90 days of the District’s creation and every two (2) years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held at which the below recited persons were duly elected by virtue of the votes cast in their favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvass the votes and declare and certify the results of said election.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNIVERSITY VILLAGE COMMUNITY DEVELOPMENT DISTRICT:

1. **ELECTION RESULTS.** The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

No Nomination	Seat 2	0 Votes
Mark Geschwendt	Seat 3	276 Votes
No Nomination	Seat 4	0 Votes

2. **TERMS.** In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisors, the above-named persons are declared to have been elected for the following term of office:

No Nomination	Seat 2	4-Year Term
Mark Geschwendt	Seat 3	4-Year Term
No Nomination	Seat 4	2-Year Term

3. **EFFECTIVE DATE.** This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 11th day of May, 2023.

Attest:

**UNIVERSITY VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY VILLAGE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the University Village Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District desires to designate certain Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNIVERSITY VILLAGE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. _____ is appointed Chair.

SECTION 2. _____ is appointed Vice Chair.

SECTION 3. _____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Craig Wrathell is appointed Assistant Secretary.

SECTION 4. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair and Assistant Secretaries; however, prior appointments by the Board for Secretary, Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

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PASSED AND ADOPTED this 11th day of May, 2023.

ATTEST:

**UNIVERSITY VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY VILLAGE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the University Village Community Development District ("**District**") prior to June 15, 2023, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNIVERSITY VILLAGE COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set as follows:

DATE: August 10, 2023

HOUR: 11:30 AM

LOCATION: Miromar Development Corporation
10801 Corkscrew Road, Suite 305
Estero, Florida 33928

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Lee County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **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.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 11TH DAY OF MAY, 2023.

ATTEST:

**UNIVERSITY VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Proposed Budget

Exhibit A: Fiscal Year 2023/2024 Proposed Budget

**UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024
PROPOSED BUDGET**

**UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
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**UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023			Total Actual & Projected	Adopted Budget FY 2024
	Adopted Budget FY 2023	Actual through 03/31/2023	Projected through 9/30/2023		
REVENUES					
Off-roll assessment	\$ 128,090	\$ 63,720	\$ 64,370	\$ 128,090	\$ 127,940
Interest	-	6	10	16	-
Total revenues	<u>128,090</u>	<u>63,726</u>	<u>64,380</u>	<u>128,106</u>	<u>127,940</u>
EXPENDITURES					
Professional & administrative fees					
Supervisors	2,150	-	2,150	2,150	2,150
Management/accounting/recording	35,000	17,500	17,500	35,000	35,000
Legal	5,000	525	4,475	5,000	5,000
Engineering	5,000	120	2,000	2,120	5,000
Audit	5,000	-	5,000	5,000	5,000
Assessment roll preparation	2,500	2,500	-	2,500	2,500
Arbitrage rebate calculation	500	-	500	500	500
Trustee fees	3,800	4,246	-	4,246	4,300
Postage	100	-	100	100	100
Legal advertising	800	710	90	800	800
Annual district filing fee	175	175	-	175	175
Insurance	5,550	5,270	-	5,270	5,550
Contingencies	450	136	314	450	450
Website hosting and maintenance	705	-	705	705	705
Website ADA compliance	210	-	210	210	210
Total professional	<u>66,940</u>	<u>31,182</u>	<u>33,044</u>	<u>64,226</u>	<u>67,440</u>
Field operations					
Stormwater					
Maintenance, monitoring & reporting	39,000	2,002	36,998	39,000	34,000
Landscape					
Maintenance & sprinkler management	8,000	4,350	4,400	8,750	9,000
Miscellaneous	2,500	-	500	500	500
Irrigation					
Preventative maintenance & repair	2,000	560	1,000	1,560	2,000
Electricity	6,500	6,666	6,000	12,666	13,000
Streetlighting					
Preventative maintenance & repair	1,000	-	500	500	1,000
Contingencies	1,500	-	750	750	1,000
Total field operations	<u>60,500</u>	<u>13,578</u>	<u>50,148</u>	<u>63,726</u>	<u>60,500</u>
Total expenditures	<u>127,440</u>	<u>44,760</u>	<u>83,192</u>	<u>127,952</u>	<u>127,940</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	18,966	(18,812)	154	-
Fund balance - beginning (unaudited)	93,781	99,345	118,311	99,345	99,499
Fund balance - ending (projected)	<u>\$ 93,781</u>	<u>\$ 118,311</u>	<u>\$ 99,499</u>	<u>\$ 99,499</u>	<u>\$ 99,499</u>

# Units	Per Unit Assessment		Revenue
	FY 2023	FY 2024	
87.94	1,449.17	\$ 1,454.86	\$ 127,940

**UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional Services

Supervisors	\$ 2,150
<p>Statutorily set at \$200 (plus applicable taxes) for each meeting of the Board of Supervisors, not to exceed \$4,800 for each fiscal year.</p>	
Management/accounting/recording	35,000
<p>Wrathell, Hunt and Associates, LLC, specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, oversee the issuance of tax exempt bonds, and operate and maintain the assets of the community. The \$35,000 annual fee is inclusive of district management, general fund accounting and recording services.</p>	
Legal	5,000
<p>As a local government attorney, Coleman, Yovanovich and Koester, PA provides ongoing representation specializing in legal issues concerning public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances, contracts, infrastructure and community development.</p>	
Engineering	5,000
<p>Hole Montes, Inc., provides a broad array of engineering, consulting and construction services to the District, which assists the District in crafting solutions with sustainability for the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	5,000
<p>Statutorily required for the District to undertake an independent examination of its books,</p>	
Assessment roll preparation	2,500
<p>The District has a contract with AJC and Associates to prepare the annual assessment</p>	
Arbitrage rebate calculation	500
<p>To ensure the District's compliance with all Tax Regulations, annual computations are</p>	
Postage	100
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Legal advertising	800
<p>These expenditures relate to advertisements for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual district filing fee	175
<p>Annual fee paid to the Department of Economic Opportunity.</p>	
Insurance	5,550
<p>The District carries public officials and general liability insurance . The limit of liability is set at \$1,000,000 per occurrence.</p>	
Contingencies	450
<p>Bank charges, automated AP and other miscellaneous expenses incurred during the year.</p>	
Website hosting and maintenance	705
<p>Cost to maintain required website and URL.</p>	
Website ADA compliance	210
Total professional services	<u>67,440</u>

**UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Field operations

Stormwater

Maintenance, monitoring & reporting 39,000

The District utilizes the services of licensed and qualified contractor(s) to manage it's 8 acres of storm water ponds, 180 acres of preserves and associated interconnecting pipes and control structures and perform the monitoring and reporting requirements related to the success of the preserve area maintenance and replanting.

Maintenance	29,000	
Monitoring and reporting	10,000	
Total	39,000	

Landscape

Maintenance & sprinkler management 9,000

The District utilizes the services of licensed and qualified contractor(s) to maintain it's landscaping within the Village South Boulevard right of way and around the stormwater ponds that are note adjacent to residential or commercial properties.

Miscellaneous 500

Intended to cover plant replacements and sprinkler system repairs.

Irrigation

Preventative maintenance & repair 2,000

The District utilizes the services of two qualified and licensed contractors for the maintenance and repairs of its two irrigation pump stations and in-take piping.

Preventative Maintenance	1,100	
Repairs	900	
	2,000	

Electricity 13,000

Intended to cover the cost of electricity for irrigation pump station.

Streetlighting

Preventative maintenance & repair 1,000

The District utilizes the services of a licensed and qualified electrician to maintain its street lighting system within the Village South Boulevard right of way, which consists of 60 double head street lighting poles utilizing LED technology.

Contingencies

1,000

Total field operations

65,500

Total expenditures

\$ 132,940

**UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2017
FISCAL YEAR 2024**

	Fiscal Year 2023			Total Actual & Projected	Adopted Budget FY 2024
	Adopted Budget FY 2023	Actual through 03/31/2023	Projected through 9/30/2023		
REVENUE					
Special assessment: off-roll	\$ 691,383	\$ 120,641	\$ 570,742	\$ 691,383	\$ 799,347
Interest	-	180	-	180	-
Total revenue	<u>691,383</u>	<u>120,821</u>	<u>570,742</u>	<u>691,563</u>	<u>799,347</u>
EXPENDITURES					
Principal	450,100	-	450,100	450,100	464,900
Interest	241,283	120,641	120,642	241,283	228,230
Total expenditures	<u>691,383</u>	<u>120,641</u>	<u>570,742</u>	<u>691,383</u>	<u>693,130</u>
Net increase/(decrease) in fund balance	-	180	-	180	106,217
Beginning fund balance (unaudited)	100,938	100,977	101,157	100,977	101,157
Ending fund balance (projected)	<u>\$100,938</u>	<u>\$ 101,157</u>	<u>\$ 101,157</u>	<u>\$ 101,157</u>	<u>207,374</u>

Use of fund balance:

Debt service reserve account balance (required)	(100,000)
Principal and Interest expense - November 1, 2024	(107,374)
Projected fund balance surplus/(deficit) as of September 30, 2024	<u>\$ -</u>

**UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2017 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Balance
09/22/17					10,000,000
05/01/18	-	2.90%	106,599.40	106,599.40	10,000,000
11/01/18		2.90%	145,000.00	145,000.00	10,000,000
05/01/19	400,000	2.90%	145,000.00	545,000.00	9,600,000
11/01/19		2.90%	139,200.00	139,200.00	9,600,000
05/01/20	415,000	2.90%	139,200.00	554,200.00	9,185,000
11/01/20		2.90%	133,182.50	133,182.50	9,185,000
05/01/21	424,900	2.90%	133,182.50	558,082.50	8,760,100
11/01/21		2.90%	127,021.45	127,021.45	8,760,100
05/01/22	440,000	2.90%	127,021.45	567,021.45	8,320,100
11/01/22		2.90%	120,641.45	120,641.45	8,320,100
05/01/23	450,100	2.90%	120,641.45	570,741.45	7,870,000
11/01/23		2.90%	114,115.00	114,115.00	7,870,000
05/01/24	464,900	2.90%	114,115.00	579,015.00	7,405,100
11/01/24		2.90%	107,373.95	107,373.95	7,405,100
05/01/25	475,100	2.90%	107,373.95	582,473.95	6,930,000
11/01/25		2.90%	100,485.00	100,485.00	6,930,000
05/01/26	490,000	2.90%	100,485.00	590,485.00	6,440,000
11/01/26		2.90%	93,380.00	93,380.00	6,440,000
05/01/27	504,900	2.90%	93,380.00	598,280.00	5,935,100
11/01/27		2.90%	86,058.95	86,058.95	5,935,100
05/01/28	520,000	2.90%	86,058.95	606,058.95	5,415,100
11/01/28		2.90%	78,518.95	78,518.95	5,415,100
05/01/29	535,100	2.90%	78,518.95	613,618.95	4,880,000
11/01/29		2.90%	70,760.00	70,760.00	4,880,000
05/01/30	549,900	2.90%	70,760.00	620,660.00	4,330,100
11/01/30		2.90%	62,786.45	62,786.45	4,330,100
05/01/31	565,000	2.90%	62,786.45	627,786.45	3,765,100
11/01/31		2.90%	54,593.95	54,593.95	3,765,100
05/01/32	3,765,100	2.90%	54,593.95	3,819,693.95	-
Total	10,000,000		2,972,834.70	12,972,834.70	

UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2023-04

A RESOLUTION OF THE UNIVERSITY VILLAGE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2023/2024 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the University Village Community Development District ("District") is a local unit of special-purpose government organized and existing in accordance with Chapter 190, Florida Statutes, and situated entirely within Lee County, Florida; and

WHEREAS, the Board of Supervisors of the District ("Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNIVERSITY VILLAGE COMMUNITY DEVELOPMENT DISTRICT

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District's Board shall be held during Fiscal Year 2023/2024 as provided on the schedule attached hereto as **Exhibit A**.

SECTION 2. FILING REQUIREMENT. In accordance with Section 189.015(1), *Florida Statutes*, the District's Secretary is hereby directed to file a schedule of the District's regular meetings annually with Lee County and the Florida Department of Economic Opportunity.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 11th day of May, 2023.

ATTEST:

**UNIVERSITY VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

UNIVERSITY VILLAGE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>offices of Miromar Development Corporation, 10801 Corkscrew Road, Suite 305, Estero, Florida 33928</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
May 9, 2024	Regular Meeting	11:30 AM
August 8, 2024	Public Hearing & Regular Meeting	11:30 AM

UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

9

ORDINANCE NO. 19-04

AN ORDINANCE CONSENTING TO AND AUTHORIZING: THE NAME CHANGE OF THE MIROMAR LAKES SOUTH COMMUNITY DEVELOPMENT DISTRICT TO THE UNIVERSITY VILLAGE COMMUNITY DEVELOPMENT DISTRICT AND THE MODIFICATION OF BOUNDARIES OF THE DISTRICT AS SET FORTH IN FLORIDA STATUTES §190.046; PROVIDING FOR ORDINANCE AUTHORITY; PERTAINING TO MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; PROVIDING FOR CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Miromar Lakes South Community Development District (the "District") was established in accordance with Florida Statutes §190.005(2) resulting in Lee County Ordinance No. 10-42 being adopted by the Lee County Board of County Commissioners on October 26, 2010;

WHEREAS, the District has petitioned the Lee County Board of County Commissioners for authorization to change the name of the District and modify its boundaries pursuant to Florida Statutes §190.046;

WHEREAS, an established community development district may change its name and modify its boundaries only after the Lee County Board of County Commissioners consent to and authorize such action;

WHEREAS, the District specifically requests permission to change its name to the University Village Community Development District;

WHEREAS, the District specifically requests permission to remove the lands set forth in attached Exhibit "A" from the District, resulting in the new District boundary as set forth in attached Exhibit "B";

WHEREAS, staff review of the request to change the name and modify the boundaries of the District and all related information indicates there is no rational basis to refuse the requests set forth in the District's petition; and

WHEREAS, the requested modifications to the District is not inconsistent and will always be subject to the Lee County Comprehensive Land Use Plan and all related land development regulations and are activities of the District.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA:

SECTION ONE: ORDINANCE AUTHORITY

This ordinance is adopted in accordance with Florida Statutes Chapter 190 and other applicable provisions of law governing County Ordinances.

SECTION TWO: AUTHORIZATION TO CHANGE DISTRICT NAME

The Lee County Board of County Commissioners consent to and authorize changing the name of the District.

Specifically, the District name is to be changed to the University Village Community Development District.

SECTION THREE: AUTHORIZATION TO MODIFY DISTRICT BOUNDARIES

The Lee County Board of County Commissioners consent to and authorize modification of the District boundaries as set forth in Florida Statutes §190.046.

Specifically, the District boundaries are to be modified as follows:

1. The lands described in attached Exhibit "A," comprising of approximately 200.3 acres, are removed from the District.
2. The resulting new 282.8-acre District boundary is described in attached Exhibit "B."

SECTION FOUR: STATUTORY PROVISIONS GOVERNING THE DISTRICT

The District will continue to be governed by the provisions of Florida Statutes, Chapter 190.

SECTION FIVE: MODIFICATION

It is the intent of the Board of County Commissioners that the provisions of this Ordinance may be modified as a result of consideration that may arise during Public Hearing(s). Such modifications shall be incorporated into the final version.

SECTION SIX: CONFLICT AND SEVERABILITY

In the event this Ordinance conflicts with any other Lee County ordinance or other applicable law, the more restrictive will apply. If any phase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed a separate, distinct and independent provision and such holding will not affect the validity of the remaining portion.

SECTION SEVEN: EFFECTIVE DATE

This Ordinance becomes effective upon filing with the Office of the Secretary of the Florida Department of State.

Commissioner Manning made a motion to adopt the foregoing ordinance, seconded by Commissioner Mann. The vote was as follows:

John Manning	Aye
Cecil Pendergrass	Absent
Larry Kiker	Absent
Brian Hamman	Aye
Frank Mann	Aye

DULY PASSED AND ADOPTED THIS 2ND DAY OF APRIL, 2019.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Missy Flint
Deputy Clerk

BY: Brian Hamman
For: Larry Kiker, Chair



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

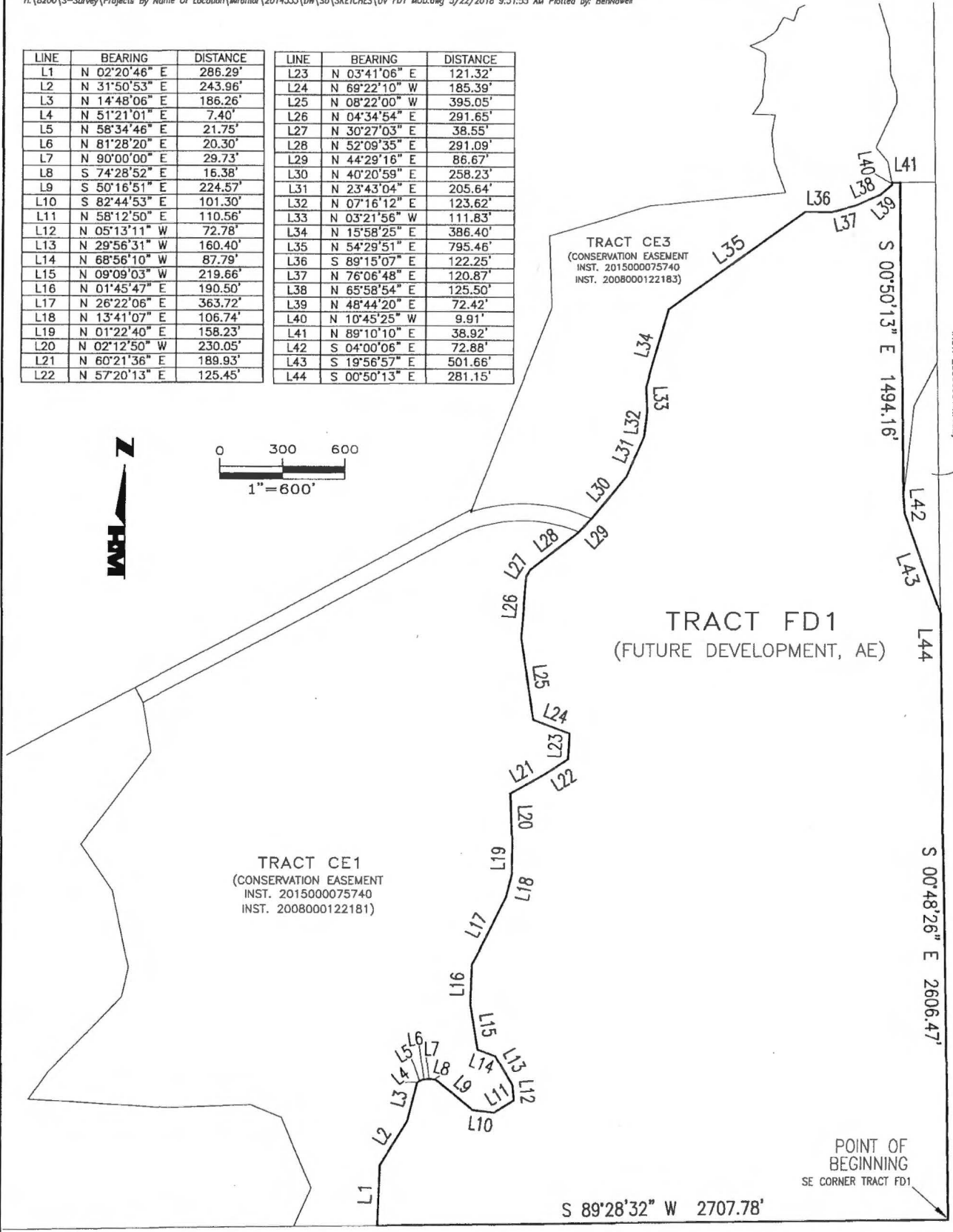
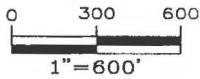
BY: Joseph Adams
Office of County Attorney

Exhibit A: Acreage removed from the District
Exhibit B: The new District boundary

Exhibit A

H:\B200\S-Survey\Projects By Name Of Location\Miramar\2014553\DW\SU\SKETCHES\UV FD1 MOD.dwg 5/22/2018 9:51:55 AM Plotted by: BenHowell

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 02°20'46" E	286.29'	L23	N 03°41'06" E	121.32'
L2	N 31°50'53" E	243.96'	L24	N 69°22'10" W	185.39'
L3	N 14°48'06" E	186.26'	L25	N 08°22'00" W	395.05'
L4	N 51°21'01" E	7.40'	L26	N 04°34'54" E	291.65'
L5	N 58°34'46" E	21.75'	L27	N 30°27'03" E	38.55'
L6	N 81°28'20" E	20.30'	L28	N 52°09'35" E	291.09'
L7	N 90°00'00" E	29.73'	L29	N 44°29'16" E	86.67'
L8	S 74°28'52" E	16.38'	L30	N 40°20'59" E	258.23'
L9	S 50°16'51" E	224.57'	L31	N 23°43'04" E	205.64'
L10	S 82°44'53" E	101.30'	L32	N 07°16'12" E	123.62'
L11	N 58°12'50" E	110.56'	L33	N 03°21'56" W	111.83'
L12	N 05°13'11" W	72.78'	L34	N 15°58'25" E	386.40'
L13	N 29°56'31" W	160.40'	L35	N 54°29'51" E	795.46'
L14	N 68°56'10" W	87.79'	L36	S 89°15'07" E	122.25'
L15	N 09°09'03" W	219.66'	L37	N 76°06'48" E	120.87'
L16	N 01°45'47" E	190.50'	L38	N 65°58'54" E	125.50'
L17	N 26°22'06" E	363.72'	L39	N 48°44'20" E	72.42'
L18	N 13°41'07" E	106.74'	L40	N 10°45'25" W	9.91'
L19	N 01°22'40" E	158.23'	L41	N 89°10'10" E	38.92'
L20	N 02°12'50" W	230.05'	L42	S 04°00'06" E	72.88'
L21	N 60°21'36" E	189.93'	L43	S 19°56'57" E	501.66'
L22	N 57°20'13" E	125.45'	L44	S 00°50'13" E	281.15'



DRAWN BY: BEN	DATE: 5/18
SHEET # 1	OF SHEET 2
SEC-TWN-RGE: 24-46-25	

H.M.
HOLE MONTES
ENGINEERS PLANNERS SURVEYORS

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

SKETCH AND LEGAL DESCRIPTION
UNIVERSITY VILLAGE FD1

DRAWING NO. H-703
PROJECT NO. 14.553
FILE NAME UV FD1 MOD.dwg

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT FD1, UNIVERSITY VILLAGE ACCORDING TO THE PLAT AS RECORDED AS INSTRUMENT NUMBER 2017000253716 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEGINNING AT THE CORNER SOUTHEAST OF TRACT FD1, UNIVERSITY VILLAGE ACCORDING TO THE PLAT AS RECORDED AS INSTRUMENT NUMBER 2017000253716 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S89°28'32"W FOR A DISTANCE OF 2707.78 FEET; THENCE RUN N02°20'46"E FOR A DISTANCE OF 286.29 FEET; THENCE RUN N31°50'53"E FOR A DISTANCE OF 243.96 FEET; THENCE RUN N14°48'06"E FOR A DISTANCE OF 186.26 FEET; THENCE RUN N51°21'01"E FOR A DISTANCE OF 7.40 FEET; THENCE RUN N58°34'46"E FOR A DISTANCE OF 21.75 FEET; THENCE RUN N81°28'20"E FOR A DISTANCE OF 20.30 FEET; THENCE RUN N90°00'00"E FOR A DISTANCE OF 29.73 FEET; THENCE RUN S74°28'52"E FOR A DISTANCE OF 16.38 FEET; THENCE RUN S50°16'51"E FOR A DISTANCE OF 224.57 FEET; THENCE RUN S82°44'53"E FOR A DISTANCE OF 101.30 FEET; THENCE RUN N58°12'50"E FOR A DISTANCE OF 110.56 FEET; THENCE RUN N05°13'11"W FOR A DISTANCE OF 72.78 FEET; THENCE RUN N29°56'31"W FOR A DISTANCE OF 160.40 FEET; THENCE RUN N68°56'10"W FOR A DISTANCE OF 87.79 FEET; THENCE RUN N09°09'03"W FOR A DISTANCE OF 219.66 FEET; THENCE RUN N01°45'47"E FOR A DISTANCE OF 190.50 FEET; THENCE RUN N26°22'06"E FOR A DISTANCE OF 363.72 FEET; THENCE RUN N13°41'07"E FOR A DISTANCE OF 106.74 FEET; THENCE RUN N01°22'40"E FOR A DISTANCE OF 158.23 FEET; THENCE RUN N02°12'50"W FOR A DISTANCE OF 230.05 FEET; THENCE RUN N60°21'36"E FOR A DISTANCE OF 189.93 FEET; THENCE RUN N57°20'13"E FOR A DISTANCE OF 125.45 FEET; THENCE RUN N03°41'06"E FOR A DISTANCE OF 121.32 FEET; THENCE RUN N69°22'10"W FOR A DISTANCE OF 185.39 FEET; THENCE RUN N08°22'00"W FOR A DISTANCE OF 395.05 FEET; THENCE RUN N04°34'54"E FOR A DISTANCE OF 291.65 FEET; THENCE RUN N30°27'03"E FOR A DISTANCE OF 38.55 FEET; THENCE RUN N52°09'35"E FOR A DISTANCE OF 291.09 FEET; THENCE RUN N44°29'16"E FOR A DISTANCE OF 86.67 FEET; THENCE RUN N40°20'59"E FOR A DISTANCE OF 258.23 FEET; THENCE RUN N23°43'04"E FOR A DISTANCE OF 205.64 FEET; THENCE RUN N07°16'12"E FOR A DISTANCE OF 123.62 FEET; THENCE RUN N03°21'56"W FOR A DISTANCE OF 111.83 FEET; THENCE RUN N15°58'25"E FOR A DISTANCE OF 386.40 FEET; THENCE RUN N54°29'51"E FOR A DISTANCE OF 795.46 FEET; THENCE RUN S89°15'07"E FOR A DISTANCE OF 122.25 FEET; THENCE RUN N76°06'48"E FOR A DISTANCE OF 120.87 FEET; THENCE RUN N65°58'54"E FOR A DISTANCE OF 125.50 FEET; THENCE RUN N48°44'20"E FOR A DISTANCE OF 72.42 FEET; THENCE RUN N10°45'25"W FOR A DISTANCE OF 9.91 FEET; THENCE RUN N89°10'10"E FOR A DISTANCE OF 38.92 FEET; THENCE RUN S00°50'13"E FOR A DISTANCE OF 1494.16 FEET; THENCE RUN S04°00'06"E FOR A DISTANCE OF 72.88 FEET; THENCE RUN S19°56'57"E FOR A DISTANCE OF 501.66 FEET; THENCE RUN S00°50'13"E FOR A DISTANCE OF 281.15 FEET; THENCE RUN S00°48'26"E FOR A DISTANCE OF 2606.47 FEET, TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED. CONTAINING 8,723,154.15 SQUARE FEET OR 200.3 ACRES, MORE OR LESS.

HOLE MONTES, INC.
 CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

BY 
 JOHN J. HILTON

LS6278
 STATE OF FLORIDA

Digitally signed by
 John Hilton
 DN: cn=John Hilton,
 o=Hole Montes,
 ou=Survey
 Department,
 email=johnhilton@
 hmeng.com, c=US
 Date: 2018.05.22
 10:17:41-04'00'




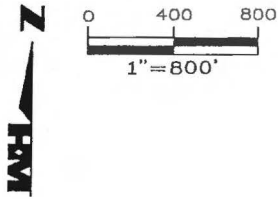
DRAWN BY: BEN	DATE: 5/18	 HOLE MONTES ENGINEERS PLANNERS SURVEYORS	6200 Whiskey Creek Dr. Ft. Myers, FL 33919 Phone: (239) 885-1200 Florida Certificate of Authorization No.1772	SKETCH AND LEGAL DESCRIPTION UNIVERSITY VILLAGE FD1	DRAWING NO. H-703
SHEET # 2	OF SHEET 2				PROJECT NO. 14.553
SEC-TWN-RGE: 24-46-25					FILE NAME UV FD1 MOD.dwg

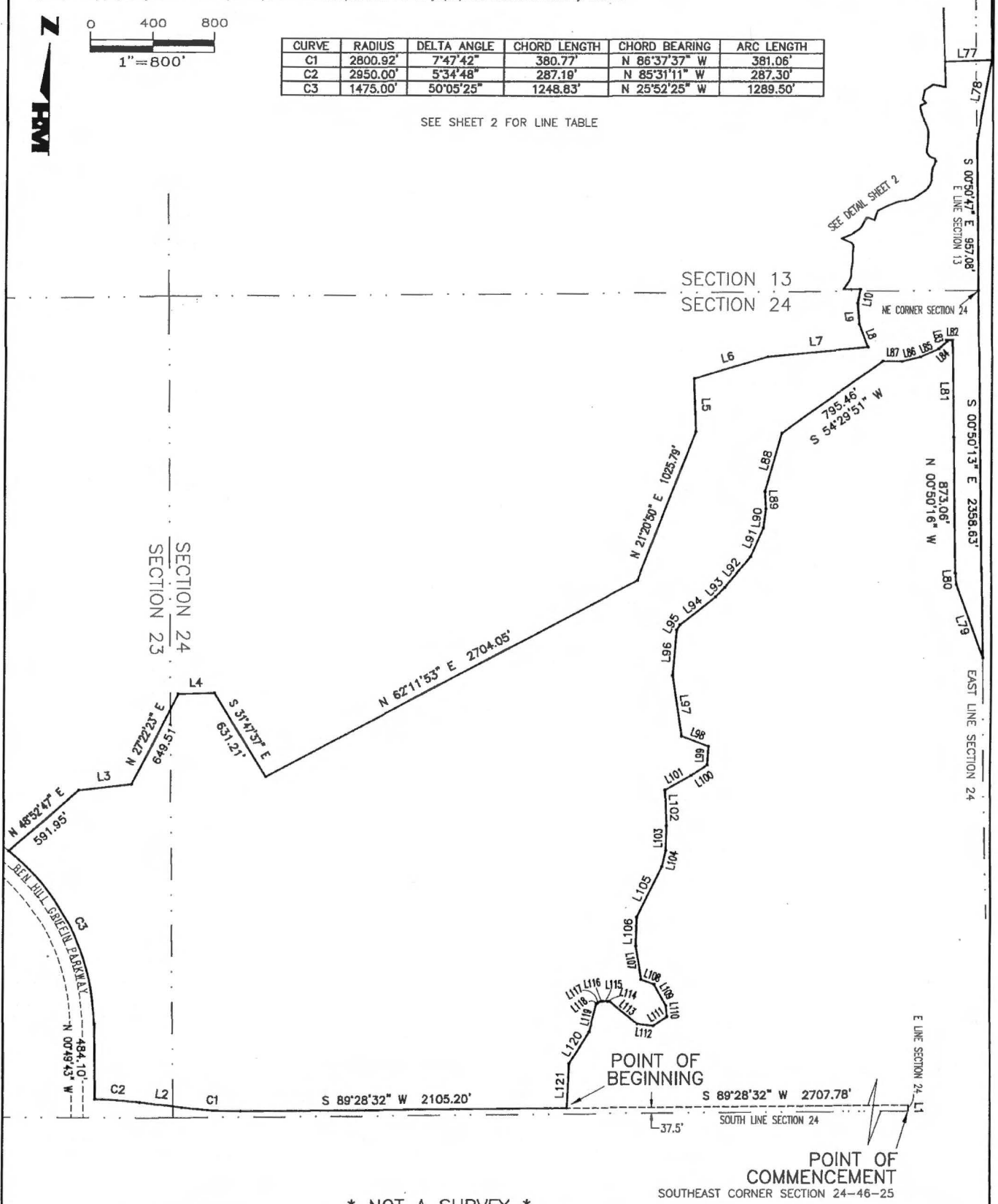
Exhibit B

H:\8200\S-Survey\Projects By Name Of Location\Miromar\2011005 CDD South\CDD South S-L-1.dwg 8/16/2018 11:23:21 AM Plotted by: BenNowell



CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	2800.92'	7°47'42"	380.77'	N 86°37'37" W	381.06'
C2	2950.00'	5°34'48"	287.19'	N 85°31'11" W	287.30'
C3	1475.00'	50°05'25"	1248.83'	N 25°52'25" W	1289.50'

SEE SHEET 2 FOR LINE TABLE



* NOT A SURVEY *

DRAWN BY: BEN	DATE: 8/18
SHEET # 1	OF SHEET 4
SEC-TWN-RGE: 13, 23 & 24-46-25	



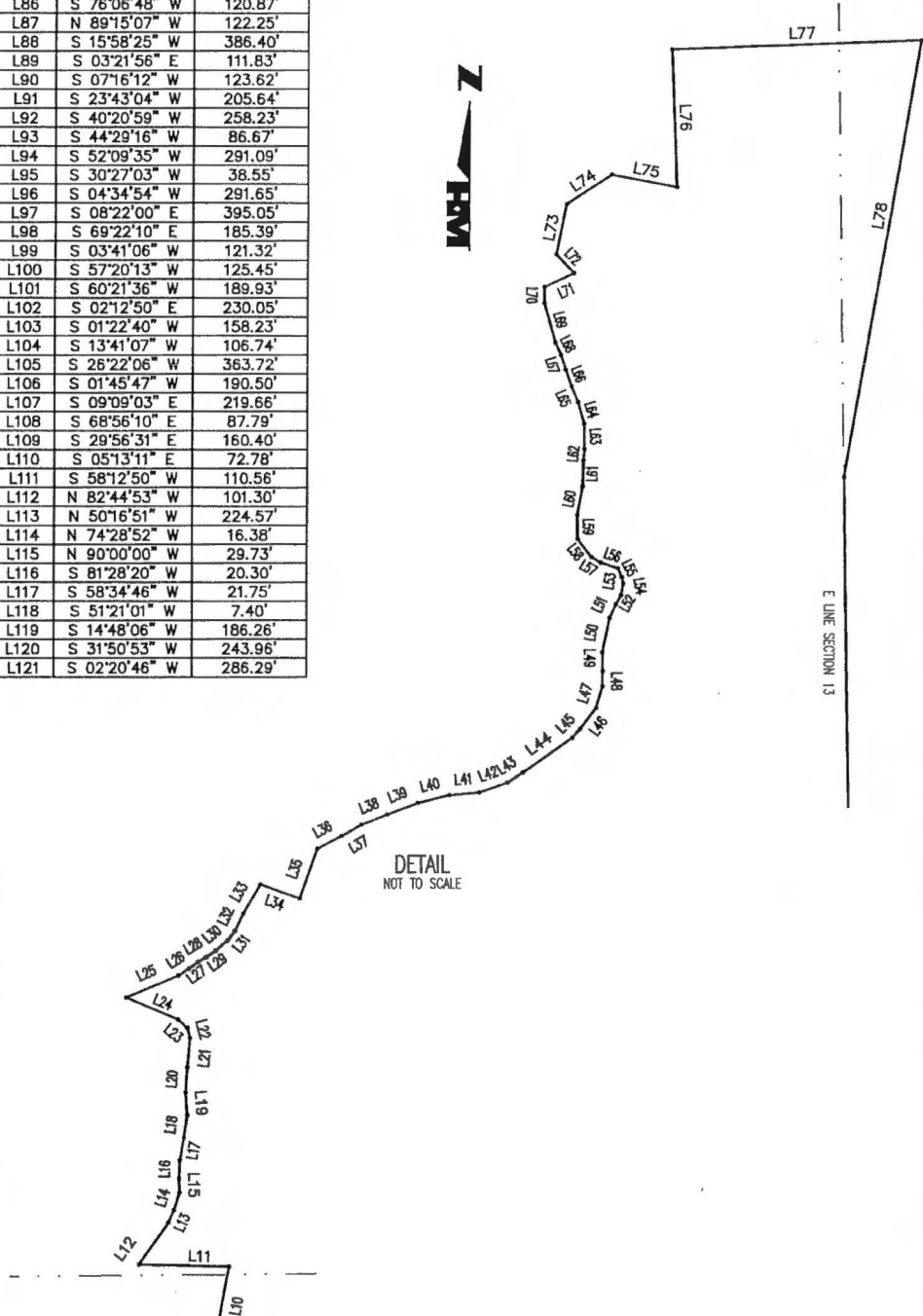
6200 Whiskey Creek Dr.
 Ft. Myers, FL. 33919
 Phone: (239) 985-1200
 Florida Certificate of
 Authorization No.1772

SKETCH AND LEGAL DESCRIPTION
 MIROMAR CDD SOUTH

DRAWING NO. H-428-1
PROJECT NO. 11.005
FILE NAME CDD South S-L-1.dwg

LINE	BEARING	DISTANCE
L1	N 00°48'26" W	37.50'
L2	N 82°43'46" W	275.20'
L3	N 83°15'50" E	340.40'
L4	N 88°17'12" E	233.73'
L5	N 02°13'31" W	339.05'
L6	N 73°40'08" E	497.73'
L7	N 84°27'10" E	648.96'
L8	N 20°19'20" W	155.37'
L9	N 04°47'10" W	137.24'
L10	N 10°20'25" E	89.58'
L11	N 88°40'48" W	108.51'
L12	N 35°22'24" E	61.49'
L13	N 24°10'35" E	16.58'
L14	N 16°58'33" E	22.30'
L15	N 01°25'10" W	17.20'
L16	N 02°00'52" E	22.73'
L17	N 10°34'22" E	27.69'
L18	N 08°31'29" E	27.56'
L19	N 04°17'29" W	27.54'
L20	N 03°50'00" E	32.88'
L21	N 05°16'54" E	34.74'
L22	N 14°36'53" W	12.71'
L23	N 49°59'45" W	15.95'
L24	N 67°08'11" W	67.75'
L25	N 67°33'34" E	68.16'
L26	N 57°34'58" E	15.64'
L27	N 53°45'20" E	13.61'
L28	N 58°32'02" E	11.22'
L29	N 54°40'50" E	13.85'
L30	N 49°36'55" E	19.09'
L31	N 37°17'03" E	14.40'
L32	N 25°04'13" E	22.74'
L33	N 30°25'33" E	40.77'
L34	S 70°47'07" E	50.50'
L35	N 19°32'42" E	63.26'
L36	N 62°41'55" E	33.33'
L37	N 60°03'38" E	27.79'
L38	N 68°56'32" E	33.67'
L39	N 69°27'09" E	39.32'
L40	N 76°09'54" E	38.69'
L41	N 84°37'56" E	35.30'
L42	N 71°01'39" E	36.05'
L43	N 56°16'09" E	22.32'
L44	N 54°45'23" E	72.52'
L45	N 43°40'48" E	14.33'
L46	N 36°37'28" E	31.97'
L47	N 16°15'53" E	27.07'
L48	N 00°14'32" W	18.58'
L49	N 01°01'18" W	22.80'
L50	N 11°30'29" E	41.66'
L51	N 25°25'32" E	18.52'
L52	N 29°13'14" E	12.77'
L53	N 09°42'26" E	13.86'
L54	N 10°10'17" W	8.24'
L55	N 25°29'33" W	11.70'
L56	N 71°45'42" W	21.85'
L57	N 59°03'27" W	13.21'
L58	N 37°04'03" W	27.24'
L59	N 00°38'43" W	28.85'
L60	N 10°12'59" E	35.02'
L61	N 01°52'01" E	31.20'
L62	N 05°34'22" E	13.39'
L63	N 01°01'36" W	30.61'
L64	N 15°40'00" W	27.26'
L65	N 22°54'25" W	20.46'
L66	N 20°19'15" W	21.36'
L67	N 17°17'45" W	18.27'
L68	N 25°34'23" W	16.79'
L69	N 15°41'23" W	49.27'
L70	N 00°29'10" W	19.63'
L71	N 65°22'51" E	39.63'
L72	N 43°47'29" W	31.43'
L73	N 11°37'49" E	61.39'
L74	N 56°32'16" E	65.40'
L75	S 79°13'23" E	80.22'
L76	N 02°10'07" W	165.47'
L77	N 87°49'53" E	301.29'
L78	S 09°57'20" W	533.59'
L79	N 19°56'57" W	501.65'
L80	N 04°00'04" W	72.88'

LINE	BEARING	DISTANCE
L81	N 00°50'10" W	621.10'
L82	S 89°10'10" W	38.92'
L83	S 10°45'25" E	9.91'
L84	S 48°44'20" W	72.42'
L85	S 65°58'54" W	125.50'
L86	S 76°06'48" W	120.87'
L87	N 89°15'07" W	122.25'
L88	S 15°58'25" W	386.40'
L89	S 03°21'56" E	111.83'
L90	S 07°16'12" W	123.62'
L91	S 23°43'04" W	205.64'
L92	S 40°20'59" W	258.23'
L93	S 44°29'16" W	86.67'
L94	S 52°09'35" W	291.09'
L95	S 30°27'03" W	38.55'
L96	S 04°34'54" W	291.65'
L97	S 08°22'00" E	395.05'
L98	S 69°22'10" E	185.39'
L99	S 03°41'06" W	121.32'
L100	S 57°20'13" W	125.45'
L101	S 60°21'36" W	189.93'
L102	S 02°12'50" E	230.05'
L103	S 01°22'40" W	158.23'
L104	S 13°41'07" W	106.74'
L105	S 26°22'06" W	363.72'
L106	S 01°45'47" W	190.50'
L107	S 09°09'03" E	219.66'
L108	S 68°56'10" E	87.79'
L109	S 29°56'31" E	160.40'
L110	S 05°13'11" E	72.78'
L111	S 58°12'50" W	110.56'
L112	N 82°44'53" W	101.30'
L113	N 50°16'51" W	224.57'
L114	N 74°28'52" W	16.38'
L115	N 90°00'00" W	29.73'
L116	S 81°28'20" W	20.30'
L117	S 58°34'46" W	21.75'
L118	S 51°21'01" W	7.40'
L119	S 14°48'06" W	186.26'
L120	S 31°50'53" W	243.96'
L121	S 02°20'46" W	286.29'



* NOT A SURVEY *

DRAWN BY: BEN	DATE: 8/18
SHEET # 2	OF SHEET 4
SEC-TWN-RGE: 13, 23 & 24-46-25	



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

SKETCH AND LEGAL DESCRIPTION
MIROMAR CDD SOUTH


DRAWING NO. H-428-1
PROJECT NO. 11.005
FILE NAME CDD South S-L-1.dwg

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTIONS 13, 23, AND 24, TOWNSHIP 46 SOUTH, RANGE 25 EAST, AND SECTION 18, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN N00°48'26"W ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 24, FOR A DISTANCE OF 37.50 FEET TO A POINT 37.50 FEET AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SECTION 24; THENCE RUN S89°28'32"W, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 24, FOR A DISTANCE OF 2707.78 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S89°28'32"W FOR A DISTANCE OF 2105.20 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2800.92 FEET, THROUGH A CENTRAL ANGLE OF 07°47'42" AND BEING SUBTENDED BY A CHORD OF 380.77 FEET AT A BEARING OF N86°37'37"W, FOR AN ARC LENGTH OF 381.06 FEET; THENCE RUN N82°43'46"W FOR A DISTANCE OF 275.20 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2950.00 FEET, THROUGH A CENTRAL ANGLE OF 05°34'48" AND BEING SUBTENDED BY A CHORD OF 287.19 FEET AT A BEARING OF N85°31'11"W, FOR AN ARC LENGTH OF 287.30 FEET; THENCE RUN N00°49'43"W FOR A DISTANCE OF 484.10 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1475.00 FEET, THROUGH A CENTRAL ANGLE OF 50°05'25" AND BEING SUBTENDED BY A CHORD OF 1248.83 FEET AT A BEARING OF N25°52'25"W, FOR AN ARC LENGTH OF 1289.50 FEET; THENCE RUN N48°52'47"E FOR A DISTANCE OF 591.95 FEET; THENCE RUN N83°15'50"E FOR A DISTANCE OF 340.40 FEET; THENCE RUN N27°22'23"E FOR A DISTANCE OF 649.51 FEET; THENCE RUN N88°17'12"E FOR A DISTANCE OF 233.73 FEET; THENCE RUN S31°47'37"E FOR A DISTANCE OF 631.21 FEET; THENCE RUN N62°11'53"E FOR A DISTANCE OF 2704.05 FEET; THENCE RUN N21°20'50"E FOR A DISTANCE OF 1025.79 FEET; THENCE RUN N02°13'31"W FOR A DISTANCE OF 339.05 FEET; THENCE RUN N73°40'08"E FOR A DISTANCE OF 497.73 FEET; THENCE RUN N84°27'10"E FOR A DISTANCE OF 648.96 FEET; THENCE RUN N20°19'20"W FOR A DISTANCE OF 155.37 FEET; THENCE RUN N04°47'10"W FOR A DISTANCE OF 137.24 FEET; THENCE RUN N10°20'25"E FOR A DISTANCE OF 89.58 FEET; THENCE RUN N88°40'48"W FOR A DISTANCE OF 108.51 FEET; THENCE RUN N35°22'24"E FOR A DISTANCE OF 61.49 FEET; THENCE RUN N24°10'35"E FOR A DISTANCE OF 16.58 FEET; THENCE RUN N16°58'33"E FOR A DISTANCE OF 22.30 FEET; THENCE RUN N01°25'10"W FOR A DISTANCE OF 17.20 FEET; THENCE RUN N02°00'52"E FOR A DISTANCE OF 22.73 FEET; THENCE RUN N10°34'22"E FOR A DISTANCE OF 27.69 FEET; THENCE RUN N08°31'29"E FOR A DISTANCE OF 27.56 FEET; THENCE RUN N04°17'29"W FOR A DISTANCE OF 27.54 FEET; THENCE RUN N03°50'00"E FOR A DISTANCE OF 32.88 FEET; THENCE RUN N05°16'54"E FOR A DISTANCE OF 34.74 FEET; THENCE RUN N14°36'53"W FOR A DISTANCE OF 12.71 FEET; THENCE RUN N49°59'45"W FOR A DISTANCE OF 15.95 FEET; THENCE RUN N67°08'11"W FOR A DISTANCE OF 67.75 FEET; THENCE RUN N67°33'34"E FOR A DISTANCE OF 68.16 FEET; THENCE RUN N57°34'58"E FOR A DISTANCE OF 15.64 FEET; THENCE RUN N53°45'20"E FOR A DISTANCE OF 13.61 FEET; THENCE RUN N58°32'02"E FOR A DISTANCE OF 11.22 FEET; THENCE RUN N54°40'50"E FOR A DISTANCE OF 13.85 FEET; THENCE RUN N49°36'55"E FOR A DISTANCE OF 19.09 FEET; THENCE RUN N37°17'03"E FOR A DISTANCE OF 14.40 FEET; THENCE RUN N25°04'13"E FOR A DISTANCE OF 22.74 FEET; THENCE RUN N30°25'33"E FOR A DISTANCE OF 40.77 FEET; THENCE RUN S70°47'07"E FOR A DISTANCE OF 50.50 FEET; THENCE RUN N19°32'42"E FOR A DISTANCE OF 63.26 FEET; THENCE RUN N62°41'55"E FOR A DISTANCE OF 33.33 FEET; THENCE RUN N60°03'38"E FOR A DISTANCE OF 27.79 FEET; THENCE RUN N68°56'32"E FOR A DISTANCE OF 33.67 FEET; THENCE RUN N69°27'09"E FOR A DISTANCE OF 39.32 FEET; THENCE RUN N76°09'54"E FOR A DISTANCE OF 38.69 FEET; THENCE RUN N84°37'56"E FOR A DISTANCE OF 35.30 FEET; THENCE RUN N71°01'39"E FOR A DISTANCE OF 36.05 FEET; THENCE RUN N56°16'09"E FOR A DISTANCE OF 22.32 FEET; THENCE RUN N54°45'23"E FOR A DISTANCE OF 72.52 FEET; THENCE RUN N43°40'48"E FOR A DISTANCE OF 14.33 FEET; THENCE RUN N36°37'28"E FOR A DISTANCE OF 31.97 FEET; THENCE RUN N16°15'53"E FOR A DISTANCE OF 27.07 FEET; THENCE RUN N00°14'32"W FOR A DISTANCE OF 18.58 FEET; THENCE RUN N01°01'18"W FOR A DISTANCE OF 22.80 FEET; THENCE RUN N11°30'29"E

* NOT A SURVEY *

DRAWN BY: BEN	DATE: 8/18	 HOLE MONTES ENGINEERS PLANNERS SURVEYORS	6200 Whiskey Creek Dr. Ft. Myers, FL 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	SKETCH AND LEGAL DESCRIPTION MIROMAR CDD SOUTH	DRAWING NO. H-428-1
SHEET # 3	OF SHEET 4		SEC-TWN-RGE: 13, 23 & 24-46-25		PROJECT NO. 11.005

FOR A DISTANCE OF 41.66 FEET; THENCE RUN N25°25'32"E FOR A DISTANCE OF 18.52 FEET; THENCE RUN N29°13'14"E FOR A DISTANCE OF 12.77 FEET; THENCE RUN N09°42'26"E FOR A DISTANCE OF 13.86 FEET; THENCE RUN N10°10'17"W FOR A DISTANCE OF 8.24 FEET; THENCE RUN N25°29'33"W FOR A DISTANCE OF 11.70 FEET; THENCE RUN N71°45'42"W FOR A DISTANCE OF 21.85 FEET; THENCE RUN N59°03'27"W FOR A DISTANCE OF 13.21 FEET; THENCE RUN N37°04'03"W FOR A DISTANCE OF 27.24 FEET; THENCE RUN N00°38'43"W FOR A DISTANCE OF 28.85 FEET; THENCE RUN N10°12'59"E FOR A DISTANCE OF 35.02 FEET; THENCE RUN N01°52'01"E FOR A DISTANCE OF 31.20 FEET; THENCE RUN N05°34'22"E FOR A DISTANCE OF 13.39 FEET; THENCE RUN N01°01'36"W FOR A DISTANCE OF 30.61 FEET; THENCE RUN N15°40'00"W FOR A DISTANCE OF 27.26 FEET; THENCE RUN N22°54'25"W FOR A DISTANCE OF 20.46 FEET; THENCE RUN N20°19'15"W FOR A DISTANCE OF 21.36 FEET; THENCE RUN N17°17'45"W FOR A DISTANCE OF 18.27 FEET; THENCE RUN N25°34'23"W FOR A DISTANCE OF 16.79 FEET; THENCE RUN N15°41'23"W FOR A DISTANCE OF 49.27 FEET; THENCE RUN N00°29'10"W FOR A DISTANCE OF 19.63 FEET; THENCE RUN N65°22'51"E FOR A DISTANCE OF 39.53 FEET; THENCE RUN N43°47'29"W FOR A DISTANCE OF 31.43 FEET; THENCE RUN N11°37'49"E FOR A DISTANCE OF 61.39 FEET; THENCE RUN N56°32'16"E FOR A DISTANCE OF 65.40 FEET; THENCE RUN S79°13'23"E FOR A DISTANCE OF 80.22 FEET; THENCE RUN N02°10'07"W FOR A DISTANCE OF 165.47 FEET; THENCE RUN N87°49'53"E FOR A DISTANCE OF 301.29 FEET; THENCE RUN S09°57'20"W FOR A DISTANCE OF 533.59 FEET; THENCE RUN S00°50'47"E FOR A DISTANCE OF 957.08 FEET; THENCE RUN S00°50'13"E FOR A DISTANCE OF 2358.63 FEET; THENCE RUN N19°56'57"W FOR A DISTANCE OF 501.65 FEET; THENCE RUN N04°00'04"W FOR A DISTANCE OF 72.88 FEET; THENCE RUN N00°50'16"W FOR A DISTANCE OF 873.06 FEET; THENCE RUN N00°50'10"W FOR A DISTANCE OF 621.10 FEET; THENCE RUN S89°10'10"W FOR A DISTANCE OF 38.92 FEET; THENCE RUN S10°45'25"E FOR A DISTANCE OF 9.91 FEET; THENCE RUN S48°44'20"W FOR A DISTANCE OF 72.42 FEET; THENCE RUN S65°58'54"W FOR A DISTANCE OF 125.50 FEET; THENCE RUN S76°06'48"W FOR A DISTANCE OF 120.87 FEET; THENCE RUN N89°15'07"W FOR A DISTANCE OF 122.25 FEET; THENCE RUN S54°29'51"W FOR A DISTANCE OF 795.46 FEET; THENCE RUN S15°58'25"W FOR A DISTANCE OF 386.40 FEET; THENCE RUN S03°21'56"E FOR A DISTANCE OF 111.83 FEET; THENCE RUN S07°16'12"W FOR A DISTANCE OF 123.62 FEET; THENCE RUN S23°43'04"W FOR A DISTANCE OF 205.64 FEET; THENCE RUN S40°20'59"W FOR A DISTANCE OF 258.23 FEET; THENCE RUN S44°29'16"W FOR A DISTANCE OF 86.67 FEET; THENCE RUN S52°09'35"W FOR A DISTANCE OF 291.09 FEET; THENCE RUN S30°27'03"W FOR A DISTANCE OF 38.55 FEET; THENCE RUN S04°34'54"W FOR A DISTANCE OF 291.65 FEET; THENCE RUN S08°22'00"E FOR A DISTANCE OF 395.05 FEET; THENCE RUN S69°22'10"E FOR A DISTANCE OF 185.39 FEET; THENCE RUN S03°41'06"W FOR A DISTANCE OF 121.32 FEET; THENCE RUN S57°20'13"W FOR A DISTANCE OF 125.45 FEET; THENCE RUN S60°21'36"W FOR A DISTANCE OF 189.93 FEET; THENCE RUN S02°12'50"E FOR A DISTANCE OF 230.05 FEET; THENCE RUN S01°22'40"W FOR A DISTANCE OF 158.23 FEET; THENCE RUN S13°41'07"W FOR A DISTANCE OF 106.74 FEET; THENCE RUN S26°22'06"W FOR A DISTANCE OF 363.72 FEET; THENCE RUN S01°45'47"W FOR A DISTANCE OF 190.50 FEET; THENCE RUN S09°09'03"E FOR A DISTANCE OF 219.66 FEET; THENCE RUN S68°56'10"E FOR A DISTANCE OF 87.79 FEET; THENCE RUN S29°56'31"E FOR A DISTANCE OF 160.40 FEET; THENCE RUN S05°13'11"E FOR A DISTANCE OF 72.78 FEET; THENCE RUN S58°12'50"W FOR A DISTANCE OF 110.56 FEET; THENCE RUN N82°44'53"W FOR A DISTANCE OF 101.30 FEET; THENCE RUN N50°16'51"W FOR A DISTANCE OF 224.57 FEET; THENCE RUN N74°28'52"W FOR A DISTANCE OF 16.38 FEET; THENCE RUN N90°00'00"W FOR A DISTANCE OF 29.73 FEET; THENCE RUN S81°28'20"W FOR A DISTANCE OF 20.30 FEET; THENCE RUN S58°34'46"W FOR A DISTANCE OF 21.75 FEET; THENCE RUN S51°21'01"W FOR A DISTANCE OF 7.40 FEET; THENCE RUN S14°48'06"W FOR A DISTANCE OF 186.26 FEET; THENCE RUN S31°50'53"W FOR A DISTANCE OF 243.96 FEET; THENCE RUN S02°20'46"W FOR A DISTANCE OF 286.29 FEET, TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED. CONTAINING 282.8 ACRES, MORE OR LESS.


Digitally signed by
 Thomas M Murphy
 DN: cn=Thomas M
 Murphy, o=Hole
 Montes Inc, ou,
 email=tommurphy
 @hmfeng.com,
 c=US
 Date: 2018.08.20
 10:45:58-04'00'



HOLE MONTES, INC.
 CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

BY Thomas M. Murphy LS5628
 THOMAS M. MURPHY STATE OF FLORIDA

* NOT A SURVEY *

DRAWN BY: BEN SHEET # 4	DATE: 8/18 OF SHEET 4	 6200 Whiskey Creek Dr. Ft. Myers, FL 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	SKETCH AND LEGAL DESCRIPTION MIROMAR CDD SOUTH	DRAWING NO. H-428-1 PROJECT NO. 11.005 FILE NAME CDD South S-L-1.dwg
SEC-TWN-RGE: 13, 23 & 24-46-25				

**FLORIDA COUNTY ORDINANCE DATA RETRIEVAL SYSTEM
CODRS CODING FORM**

COUNTY: (Lee)

COUNTY ORDINANCE #(19-04)
(e.g.,93-001)

PRIMARY KEYFIELD

DESCRIPTOR: (Special Districts)

SECONDARY KEYFIELD

DESCRIPTOR: (Local Government)

OTHER KEYFIELD

DESCRIPTOR: (Government Agencies)

ORDINANCE DESCRIPTION: (UNIVERSITY VILLAGE CDD)
(25 characters maximum including spaces)

ORDINANCES AMENDED: (List below the ordinances that are amended by this legislation. If more than two, list the most recent two.)

AMENDMENT #1:(10-42); AMENDMENT #2:(_____).

ORDINANCES REPEALED: (List below the ordinances that are repealed by this legislation.)

REPEAL #1: (N/A); REPEAL #3: (_____);
REPEAL #2: (_____); REPEAL #4: (_____);

(Others repealed: list all that apply): _____

=====

(FOR OFFICE USE ONLY):	COUNTY CODE NUMBER: (<u> </u>)
KEYFIELD 1 CODE: (<u> </u>)	KEYFIELD 2 CODE: (<u> </u>)
KEYFIELD 3 CODE: (<u> </u>)	

Rev. 6/29/93

=====

RECEIVED

By Missy Flint at 4:56 pm, Apr 03, 2019



FLORIDA DEPARTMENT *of* STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

April 3, 2019

Honorable Linda Doggett
Clerk of the Circuit Courts
Lee County
Post Office Box 2469
Fort Myers, Florida 33902-2469

Attention: Missy Flint

Dear Ms. Doggett:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Ordinance No. 19-04, which was filed in this office on April 3, 2019.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

Prepared by and after recording return to:
Mark W. Geschwendt, Esq.
Miromar Development Corporation
10801 Corkscrew Road, Suite 305
Estero, Florida 33928

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

UNIVERSITY VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

THIS DECLARATION is made this 16th day of November, 2017, by Miromar Lakes, LLC, a Florida limited liability company ("Declarant"), for itself and its successors, grantees and assigns.

RECITALS

A. Declarant is the owner of that certain parcel of property located in Lee County, Florida, which is more particularly described in Exhibit "A" attached to this Declaration and made a part of it by reference ("Property").

B. Declarant desires to impose certain covenants, conditions and restrictions on the Property as specifically set forth in this Declaration.

DECLARATION

THEREFORE, the Declarant declares that the Property (including any appurtenances to it) will be held, transferred, sold, conveyed, encumbered, leased, used, occupied and improved subject to the terms and conditions of this Declaration which will run with title to the Property, and which will be binding upon all parties having any right, title or interest in the Property or any portion of it, and their respective heirs, successors, successors-in-title and assigns

ARTICLE 1

INTENT OF DECLARATION AND DISCLOSURES

This Declaration will be binding on the Property. This Declaration is intended to provide for the preservation and enhancement of the Property by imposing mutually beneficial covenants, conditions, restrictions and easements on the Property, and establishes a method of administration, maintenance, preservation, use and enjoyment of the Property. It is intended by this Declaration that the Property be utilized for the development of single and multi-family residential units, retail and commercial establishments, as such terms are defined below.

Declarant is not obligated to develop any of the Property. Declarant will have the right to alter, amend, modify, or terminate the development of the Property at any time.

ARTICLE 2
DEFINITIONS

2. **DEFINITIONS.** When used in this Declaration, unless the context requires otherwise, the following capitalized terms will have the following meanings:

2.1 **"Additional Property"** will mean all or any portion of real property added to the Development (not currently submitted to this Declaration) and all improvements on it, as Declarant may acquire from time to time, if Declarant specifically subjects such real property to the terms of this Declaration by an amendment or supplement recorded in the Public Records of Lee County, Florida.

2.2 **"Articles of Incorporation" or "Articles"** will mean and refer to the Articles of Incorporation of University Village Property Owners' Association, Inc., which is attached to this Declaration as **Exhibit "B"** and incorporated into this Declaration, and as otherwise amended from time to time.

2.3 **"Assessments"** will mean and refer to those charges made by the Association from time to time against the Parcels and/or Improvements in accordance with Article 8 of this Declaration.

2.4 **"Association"** will mean and refer to University Village Property Owners' Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

2.5 **"Board of Directors" or "Board"** will mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

2.6 **"By-laws of the Association" or the "By-laws"** will mean and refer to the By-laws of the University Village Property Owners' Association, Inc. attached to this Declaration as **Exhibit "C"** and incorporated by reference, and as otherwise amended from time to time.

2.7 **"Common Areas"** will mean and refer to all real or personal property now or hereafter leased to, dedicated to or owned by the Association, or for which the Association accepts maintenance responsibilities for the common use and enjoyment of the Owners. For example, the Common Areas may include maintenance areas, tracts for right-of-way or access easements and corresponding roads/streets, rights-of-way dedicated to a public body but which the Association is required to maintain, utilities, parking lots, walkways, sidewalks, street lighting signage, fire protection systems, landscaping (which may include perimeter landscape buffer areas along public roads), irrigation systems, Conservation Areas, if any, the Stormwater Management System and utility easements or tracts for corresponding sewer/potable water. The designation of any land and/or improvements as Common Areas will not mean or imply that the public at large acquires any easement of use or enjoyment of them.

2.8 **"Common Expenses"** will mean and refer to all actual and estimated expenditures made or incurred by or on behalf of the Association, together with all funds assessed for the creation or maintenance of reserves, if any, pursuant to the provisions of this Declaration.

2.9 **"Conservation Areas"** will mean and refer to those certain parcels of the Property, if any, which may be conveyed or dedicated to the Association as conservation or preservation areas, or to which the Association accepts maintenance responsibilities as Conservation Areas.

2.10 **"Declarant"** will mean and refer to Miromar Lakes, LLC, a Florida limited liability company, with its principal place of business located in Lee County, Florida. The term "Declarant" will also mean any successors in interest to the Declarant's right and duties under this Declaration.

2.11 **"Declaration"** will mean and refer to this Declaration of Covenants, Conditions and Restrictions for the Association, as amended and/or supplemented from time to time. The Declaration will be recorded in the Public Records of Lee County, Florida.

2.12 **"Department"** will mean the Department of Planning and Zoning for Lee County, Florida.

2.13 **"Design Review Committee" or "DRC"** will mean and refer to the committee which will be appointed by the Association's Board of Directors to approve exterior and structural improvements, additions, changes and other matters within the Property so as to comply with the Design Review Guidelines.

2.14 **"Design Review Guidelines"** will mean the design and architectural standards promulgated by the Developer, from time to time for the Project.

2.15 **"Development"** will refer to the University Village project to be constructed by the Declarant on the Property.

2.16 **"Development Order"** will mean and refer to the Development of Regional Impact Development Order ("DRI D.O.") approved by Lee County, Florida Board of County Commissioners, at a public hearing held on June 18, 2014: Notice of Adoption of the DRI D.O. recorded at Instrument No. 2014000155114, of the Public Records of Lee County, Florida and Instrument No. 5116340 DRI Development Agreement, as now or hereafter amended.

2.17 **"Directors"** will mean and refer to the individual members of the Association's Board of Directors.

2.18 **"Foreclosure"** will mean and refer to, without limitation, the judicial foreclosure of a Mortgage or the conveyance of secured property by a deed in lieu of a judicial foreclosure.

2.19 **"Improvement"** will mean and refer to any building, structure or other man-made improvement constructed anywhere within the Property, including, without limitation, multi-family dwelling units, retail, commercial, office or hotel buildings, including related amenities

such as parking garages, recreational facilities, entry features, signage, landscaping, irrigation and utilities.

2.20 **"Interest Rate"** will mean the lesser of: (i) the rate of 18% per annum or (ii) the highest rate legally permissible to be charged with respect the obligations for which interest is payable.

2.21 **"Institutional Mortgage"** will mean a Mortgage held by a bank, trust company, insurance company, pension fund, real estate investment trust or other recognized lending institution, or by an institution or governmental purchaser of mortgage loans in the secondary market, such as Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, and the holder of any Mortgage of public record given or assumed by Declarant, and the successor and assigns of any of the foregoing.

2.22 **"Member"** will mean those persons who are entitled to membership in the Association as provided in the Association's Articles of Incorporation and this Declaration.

2.23 **"Mortgage"** will mean and refer to a mortgage or other similar security instrument granting, creating or conveying a lien upon, or a security interest in, a Parcel or Improvement.

2.24 **"Mortgagee"** will mean and refer to the holder of a Mortgage.

2.25 **"Neighborhood"** will mean and refer to any portion of the Property in which common elements or common areas are owned by either the Owners residing in such Neighborhood as tenants-in-common, by a Neighborhood Association composed of such Owners, or as otherwise designated as a Neighborhood by amendment or supplement to this Declaration.

2.26 **"Neighborhood Association"** will mean and refer to a not-for-profit association or such other corporation allowed by law which shareholders or members are comprised entirely of Owners of Parcels or buildings or units within a Neighborhood.

2.27 **"Neighborhood Declaration"** will mean and refers to any instrument and any amendments, which are recorded in the Public Records of Lee County, Florida, with respect to any Neighborhood and which creates a property owners or homeowners' association for such Neighborhood or imposes covenants, conditions, easements and restrictions with respect to such Neighborhood.

2.28 **"Occupant"** will mean and refer to any person, including, without limitation, any Owner, customer, invitee, lessee, tenant or subtenant occupying or otherwise using a Parcel, or Improvement thereon, or any portion of or within the Property.

2.29 **"Owner"** will mean and refer to one or more persons, including Declarant, who or which owns fee simple title to any Parcel. To the extent that multi-family dwelling, such as a condominium, has been built upon a Parcel, each unit owner will be an Owner for purposes of this Declaration and bound by the terms and provisions of this Declaration.

2.30 "Parcel" means and refers to any portion of the Property, whether developed or undeveloped, including any subdivided parcel of record.

2.31 "Person" means and refers to any natural person, corporation, association, company, limited liability company, partnership, limited partnership, organization, governmental or quasi-governmental unit, or other entity.

2.32 "Plat" means and refers to that certain Plat known as UNIVERSITY VILLAGE, recorded at Instrument Number 2017000253716 of the Public Records of Lee County, Florida.

2.33 "Property" means and refers to the property described in the attached Exhibit "A" to this Declaration together with, upon submission to the provisions of this Declaration, any Additional Property.

2.34 "Storm Water Management System" means and refers to the surface/storm water management system, including dedicated and private lake tracts, lake maintenance or drainage easements, ditches, culverts, dry retention areas and pre-treatment areas, and other water management facilities within the Property and corresponding infrastructure such as pipes, as well as any lake aeration systems.

ARTICLE 3
THE ASSOCIATION

3.1 **Creation of Association; Period of Existence.** Declarant has formed the Association for the purpose of enforcing the provisions of, and performing the duties and functions described in, this Declaration as the responsibility of the Association. The Association will exist in perpetuity. However, in the event the Association is dissolved for any reason, the Common Areas and corresponding infrastructure will be conveyed or dedicated to a similar non-profit organization or entity to assure continued maintenance and operation.

3.2 **Duties and Powers of the Association.** The duties and powers of the Association are those set forth in the provisions of the laws of Florida relating to non-profit corporations, this Declaration, the Articles of Incorporation, the Bylaws and any rules and regulations promulgated under them; provided, however, that if there are conflicts or inconsistencies between the laws of Florida, this Declaration, the Articles of Incorporation, the Bylaws or rules and regulations promulgated under them, the provisions of the laws of Florida, this Declaration, the Articles of Incorporation, the Bylaws and the rules and regulations, in that order, will prevail, and each Owner of a Parcel by acceptance of a deed or other conveyance, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies. Notwithstanding the foregoing provisions of this Section 3.2 or any provision of this Declaration to the contrary, for so long as Declarant owns a Parcel or any portion of it, the Association will not, without the consent of Declarant, borrow money or pledge, mortgage or hypothecate all or any portion of the Common Areas. In addition to the powers set forth in the Articles and By-Laws, the Association, acting through the Board, will have the power to:

- (i) own and convey property;

- (ii) make, modify and enforce rules and regulations governing use of the Property, including the Common Areas;
- (iii) assess members and enforce assessments;
- (iv) sue and be sued;
- (v) contract for services necessary to operate and maintain the Common Areas (tracts and easements) and any corresponding infrastructure;
- (vi) take such other actions which the Board deems advisable in order to effectuate or enforce the provisions of this Declaration or as otherwise permitted by law.

3.3 **Governance of Association.** The Association will be governed by the Board.

3.4 **Budget.** The Board of Directors of the Association will adopt an annual budget of the proposed Common Expenses to be incurred by the Association for the following fiscal year in accordance with the terms of Article 8 of this Declaration and any applicable provisions of the Articles or By-laws of the Association.

3.5 **Management.** In performing its responsibilities under this Declaration, the Association, through its Board of Directors, will have the authority to delegate to persons of its choice such duties of the Association as may be determined by the Board of Directors. In furtherance of the foregoing, and not in limitation, the Association may obtain and pay for the services of any person or entity to manage its affairs or any part of it, to the extent it deems advisable, as well as such other personnel as the Association finds it necessary or desirable for the proper operation of the Property whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. All costs and expenses incident to the employment or retention of a manager will be Common Expenses.

ARTICLE 4 **MAINTENANCE**

4.1 **Responsibilities of Owners.** Each Owner or Neighborhood Association will be responsible for maintaining the interior and exterior of its buildings and other Improvements in a neat, clean and sanitary condition, and such responsibility will include the maintenance and care of all exterior surfaces of all buildings and other Improvements. Notwithstanding the foregoing, maintenance of all lawns, trees, shrubs, hedges, grass and other landscaping within the Common Areas will be the obligation of the Association in accordance with Section 4.2. The cost and expense of obtaining utilities exclusively serving a particular Parcel or Improvement will be the responsibility of the Owner of such Parcel or Improvement. As provided in Section 4.3, each Owner and Neighborhood Association will also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining or cleaning any item that is the responsibility of such Owner or Neighborhood Association, but which responsibility such Owner or Neighborhood Association fails or refuses to discharge.

4.2 **Association Responsibility.** Except as otherwise specifically provided in this Declaration, the Association will maintain and keep in good repair all portions of the Common Areas, the Conservation Areas, if any, and the Storm Water Management System, which responsibility will include the maintenance, repair and replacement of: (i) all roads and streets, sewer/potable water facilities, parking areas, streetlights, entrances and other improvements made by Declarant or the Association situated within the Common Areas or within designated easements encumbering Parcels, Improvements or Neighborhoods; (ii) such monitoring systems and utility lines, pipes, plumbing, wires, conduits and related systems which are a part of the Storm Water management System which are not maintained by a Community Development District, public authority, public service district, public or private utility or other person; (iii) all lawns, trees, shrubs, hedges, grass and other landscaping and all lakes and ponds situated within or upon the Common Areas; and (iv) the Storm Water Management System, Conservation Areas, if any, wetlands, if any, and all retention and drainage areas and facilities constructed by Declarant wherever located, that are part of the Common Areas, including lake aeration systems, if not dedicated to and transferred to a Community Development District.

In the event the Association fails to perform its obligations under this Section 4.2, an Owner (or Neighborhood Association in the event of a Neighborhood), will have the right to bring an action in a court of competent jurisdiction to enforce the maintenance covenants set forth in this Section 4.2, subject to first providing no less than thirty (30) days' prior written notice and opportunity to cure to the Association and provided, further, that if the obligation is of a nature that takes more than thirty (30) days to cure, the Association will be granted such additional time as may be reasonably necessary to cure provided that the Association is diligently pursuing the action to completion.

4.3 **Failure to Maintain Property.** In the event that Declarant or the Board of Directors determines that: (i) any Owner or Neighborhood Association has failed or refused to discharge properly his or its obligations with regard to the maintenance, cleaning, repair or replacement of items for which he or it is responsible hereunder, or (ii) that the need for maintenance, cleaning, repair or replacement which is the responsibility of the Association is caused by the willful or negligent act of an Owner, or Neighborhood Association, its lessees, tenants, guests or invitees, and is not covered and promptly paid for by insurance, in whole or in part, then, in either event, Declarant or the Association, except in the event of an emergency situation, will give Owner or Neighborhood Association written notice of Declarant's or the Associations' intent to provide such necessary maintenance, cleaning, repair or replacement, at the sole cost and expense of such Owner, and setting forth with reasonable particularity the maintenance, cleaning, repairs or replacement deemed necessary. Except in the event of emergency situations, such Owner or Neighborhood Association will have fifteen (15) days after notice within which to complete the work in good and workmanlike manner not to exceed an additional thirty (30) days unless otherwise approved in writing by the Association. In the event of an emergency situation, or the failure of any Owner or Neighborhood Association to comply with the provisions set forth above, the Declarant or the Association may provide (but will not have the obligation to so provide) any such maintenance, repair or replacement at the sole cost and expense of such Owner or Neighborhood Association and the cost will be added to and become a part of the Assessment to which such Owner or Neighborhood Association and his or her Parcel or Improvement are subject, and in such event, the Declarant and/or Association will have the right to exercise the remedies available under Section 8.8 for non-payment of Assessments and/or such other

remedies as may be available under law. In the event Declarant undertakes the maintenance, cleaning, repair or replacement, the Association will promptly reimburse Declarant for Declarant's costs and expenses of any nature.

4.4. **Request for Maintenance of Property.** Any Owner (including Declarant) or Neighborhood Association will have the right, to request of the Association that the Owner or Neighborhood Association is responsible for certain specified maintenance and repair obligations reserved to the Association. In the event the Association determines, in its sole and absolute discretion, that the Owner or Neighborhood Association is capable of performing such obligations in a satisfactory manner, the Association will notify the Owner or Neighborhood Association in writing and the Owner or Neighborhood Association will be responsible for the matters as of the date set forth in the written notice with the understanding that the Association reserves the right (but will not be obligated) to take over responsibility at a later date in instances where the Owner or Neighborhood Association fails to comply with the Association's standards for maintenance and repair.

ARTICLE 5

STORM WATER MANAGEMENT SYSTEM

5.1 **Maintenance of Storm Water Management System.** The Association will be responsible for the maintenance of the Storm Water Management System, except as otherwise specifically provided in this Declaration. Further to the extent required by permits affecting the Property, the Association will be responsible for preparation of annual reports and submission of water quality data as required by the South Florida Water Management District.

5.2 **Notices and Disclaimers as to Water Bodies.** By the acceptance of their deed or other conveyance or other interest in the Property, each Owner, Occupant or other user agrees not to enter upon, or allow children, guests, or other Persons under their control or direction to enter upon, any lake or other water body within the Property. Declarant and Association, and their respective officers, directors, employees and management agents will not be liable for any losses, damages, injuries or deaths arising from or relating to the entry, upon or use of any lake or other water body within the Property.

5.3 **Indemnification.** Each Owner and Neighborhood Association will severally pay for and defend Declarant and the Association and hold them harmless against all costs, expenses, liabilities, fines, penalties and clean-up costs incurred by Declarant or the Association, as applicable, as a result of any damage or alteration to the Storm Water Management System caused by such Owner or Neighborhood Association, or any unlawful discharge of such Owner or Neighborhood Association into the Storm Water Management System. In the event any damage to the Storm Water Management System by an Owner or Neighborhood Association is not reimbursed upon demand, the Association may levy and assess an individual Assessment against such Owner or Neighborhood Association to cover the cost incurred by the Association or Declarant in correcting the damage, alternation or unlawful discharge, and will pay the amount to Declarant or Association, as applicable.

5.4 **Storm Water Management District Approval.** Notwithstanding anything contained in this Declaration to the contrary, any amendment to this Declaration, the Articles of

Incorporation or Bylaws that will affect the Storm Water Management System, including water management portions of the Common Areas, will require prior approval from the South Florida Water Management District.

ARTICLE 6 **EASEMENTS**

6.1 **Easement over Common Areas.** There is reserved for the benefit of Declarant, Association and their respective successors and assigns, a perpetual right and easement on, over, through, under and across the Common Areas for the purpose of constructing, installing, maintaining, repairing and replacing such improvements to the Common Areas as are contemplated by this Declaration, as well as the power to grant and accept easements to and from Lee County, the South Florida Water Management District, or any other public authority or agency, public service district, public or private utility or cable company, upon, over, under and across all or any portion of the Common Areas.

ARTICLE 7 **DEVELOPMENT RIGHTS**

7.1 **Additional Property.** Declarant will have the right, to be exercised in its sole discretion, to submit Additional Property to the Development and to the provisions of this Declaration or to withdraw any portion of the Property from the provisions of this Declaration as a result of any change whatsoever in Declarant's plans for the Property, without the joinder or consent of any party other than the Owners of that portion of the Property to be withdrawn. Declarant will subject the Additional Property to this Declaration or withdraw Property from this Declaration by executing an amendment to this Declaration which will be filed in the Public Records of Lee County, Florida, together with a legal description of the Additional Property added by such amendment or withdrawn by such amendment. The provisions set forth in this Section 7.1 may not be abrogated, modified, rescinded, supplemented or amended in whole or in part without the prior written consent of Declarant.

7.2 **Supplemental Agreements.** Declarant reserves the right to enter into and/or record supplemental agreements with Owners and other Occupants of the Property pertaining to, among other things, maintenance and development obligations as to particular Parcels and/or Improvements.

7.3 **No Condominium; Primary Non-Residential Use.** The Association created pursuant to this Declaration and the Articles of Incorporation of the Association is not subject to the provisions of Florida Statutes Chapter 720 because the Development consists of commercial and other uses. Any residential development within the Development may be subject to Chapter 718 or 720 of the Florida Statutes.

7.4 **Common Areas.** All land designated as Common Areas will be used only as Common Areas. Any and all ad valorem and non-ad valorem taxes assessed to the Common Area will be included in the Assessments. No Member other than Declarant will seek a change in the manner in which the Common Areas are taxed. In no event will any change in the status of taxation of the Common Areas be permitted without the prior written consent of the Declarant.

If requested by Declarant, each Member will execute and deliver to Declarant a Consent and Waiver, on a form to be provided by Declarant, pursuant to which each Member will consent to the foregoing terms and provisions.

7.5 **Dedication.** Declarant and Association reserve the right to dedicate or convey all or any part of the Common Areas to one or more governmental authorities without the joinder or consent of any party other than the Owner and Mortgagee of any part of the Common Area to be dedicated or conveyed and provided further that dedication or conveyance by the Association will require an affirmative vote of no less than two-thirds (2/3rds) of the voting interests of Owners of the Property including the Declarant (subject to the voting rights in favor of the Declarant as set forth in Section 5.2 of the Articles of Incorporation). The Declarant and Association will thereafter have no obligation to maintain that part of the Common Areas so dedicated or conveyed to the extent that the governmental authority accepts responsibility for the maintenance of it.

ARTICLE 8 **ASSESSMENTS**

8.1 **Purpose of Assessments.** The Assessments for Common Expenses provided for in this Declaration will be used for the general purposes of promoting the welfare, common benefit and enjoyment of the Owners and Occupants of the Property, and maintaining the Property and Improvements on it and corresponding infrastructure, all as may be authorized in this Declaration, the Articles, the By-Laws and as may otherwise be determined from time to time by the Board of Directors.

8.2 **Creation of Lien and Personal Obligation of Assessments.** Each Owner of a Parcel by acceptance of a deed or other conveyance, whether or not it will be so expressed in the deed or conveyance, is deemed to covenant and agree to pay to the Association: (a) annual Assessments, such Assessments to be established and collected as provided in Section 8.3; (b) special Assessments, such Assessments to be established and collected as provided in Section 8.4; and (c) individual or specific Assessments against any particular parcel which are established pursuant to the terms of this Declaration.

Any such Assessment, together with late charges, simple interest at the rate of eighteen percent (18%) per annum, and court costs and reasonable attorneys' fees incurred to enforce or collect such Assessment will be a continuing lien on the Parcel and the Owner which is responsible for payment. Any purchase of a Parcel (including Improvements on it) through a foreclosure sale will thereafter be subject to all future Assessments. In the event of co-ownership of any Parcel or Improvements, all of the co-Owners will be jointly and severally liable for the entire amount of such Assessments. Assessments will be paid in the manner and on such dates as may be fixed by the Board of Directors.

8.3 Computation of Annual Assessments.

8.3.1 It will be the duty of the Board prior to the Association annual meeting to prepare a budget covering the estimated Common Expenses during the coming year. The budget and the annual Assessments will become effective unless disapproved at the annual meeting by either

(i) Declarant, for so long as Declarant has the authority to appoint and remove directors and officers of the Association, or (ii) a vote of the majority of the voting interests of the Association (provided that a minimum vote of fifty-one percent (51%) of all the voting interests of the Association will be required to disapprove the budget). If any budget at any time proves inadequate for any reason, then the Board may call a meeting with the Association for the approval of a special Assessment as provided in Section 8.4. The Association will have no obligation to create or maintain reserves.

Except as provided in Section 8.10, each Parcel will be subject to annual Assessments based upon one or more of the following standards: (a) direct charge to the Owner exclusively benefited by the cost or expense; (b) allocation among Owners benefited by the cost of expense based upon the relative intensity or quantity of use of the item or service with respect to which the cost or expense was incurred (by way of example, but not limitation, Neighborhoods comprised of condominiums may be allotted a greater portion of Assessments based on the number of users that is disproportionate to the gross square footage of the parcel or parcels of Property on which the Neighborhood is located); or (c) pro rata based on the ratio of the gross acreage of a Parcel (not to include the square footage of any Improvements on the Parcel) in relation to the gross acreage of all Parcels within the Development; provided, further that, in the sole discretion of Declarant, Common Areas will not be included for purposes of calculating the ratio of gross acreage owned. Any allocated or shared cost or expense will be allocated as determined by the Association, and the determination by the Association will be dispositive.

8.3.2 Notwithstanding the foregoing, in the event the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as a budget will have been determined as provided in this Declaration, the budget in effect for the immediately preceding year will continue for the current year subject to a maximum five percent (5%) increase in each line item of the preceding year's budget.

8.4 **Special Assessments.** In addition to the annual Assessments authorized above, the Association acting through its Board of Directors, may levy, in any Assessment year, special Assessments for Common Expenses, applicable to that year only, provided that any such Assessment will be approved by (i) Declarant, for so long as Declarant owns any Parcel or Improvement, and (ii) by a majority of the votes of the Members of the Association who are voting at a meeting called for this purpose. The Board of Directors may make such special Assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted.

8.5 **Benefit Assessments.** Any expenses of the Association arising out of either or both of the following events will be specially assessed against the appropriate Neighborhood and/or Owner(s) and their respective Parcels or Improvements: (i) any expenses occasioned by the conduct of less than all of the Owners or by the tenants, lessees, agents, guests or invitees of any Owner; and (ii) any expenses arising out of the provision by the Association or Declarant of maintenance service under Section 4.3. The individual Assessments provided for in this Section 8.5 will be levied by the Board of Directors and the amount and due date of such Assessments so levied by the Board will be specified by the Board.

8.6 **Discrete Common Expenses.** Notwithstanding anything to the contrary contained in this Declaration, Assessments may be divided by the Board of Directors into several categories, as the Board of Directors may determine in its sole and absolute discretion. Without limitation of the foregoing, the Board of Directors may determine in its sole discretion that certain expenses exclusively and directly benefit some but not all of the Owners ("Discrete Expenses"), in which event the Board of Directors may ratably allocate those Discrete Expenses only among those Owners that the Board of Directors determines are benefited.

8.7 **Liens.** All sums assessed against any Parcel, including Improvements, if any, pursuant to this Declaration, together with court costs, reasonable attorneys' fees, late charges and interest as provided in this Declaration, will be secured by a continuing lien on the Parcel and Improvements in favor of the Association. Such liens will be superior to all other liens and encumbrances on such Parcel and Improvements except only for (i) liens of ad valorem taxes, and (ii) liens for all sums unpaid on a first priority Institutional Mortgage or on any Mortgage to Declarant or its affiliates, and all amounts advanced pursuant to any such Mortgage and secured thereby in accordance with the terms of such instrument. Notwithstanding the foregoing to the contrary, the subordination of Assessments to the lien of such Mortgages will only apply to such Assessments which have become due and payable prior to a Foreclosure.

8.8 **Effect of Nonpayment; Remedies of the Association.** Any Assessment of an Owner or any portions of any Assessment which is not paid when due will be delinquent. Any Assessment delinquent for a period of more than ten (10) days after the date when due may incur a late charge in an amount as may be determined by the Board from time to time and will also commence to accrue simple interest at the rate of eighteen percent (18%) per annum, or the greatest amount allowed by law, whichever is less. If any installment of the Assessment for such year has not been paid within thirty (30) days, the entire unpaid balance of the Assessment may be accelerated at the option of the Board and be declared due and payable in full.

The continuing lien of such Assessment will include the late charge established by the Board of Directors, interest on the principal amount due at the rate of eighteen percent (18%) per annum, or the greatest amount allowed by law, whichever is less, all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law. In the event that the Assessment remains unpaid after sixty (60) days from the original due date, the Association may, as the Board will determine, institute suit to collect such amounts and to foreclose its lien. The equitable charge and lien provided for in this Article will be in favor of the Association, and each Owner, by his acceptance of a deed or other conveyance to a Parcel, vests in the Association and its agents the right and power to bring all actions against him personally for the collection of such Assessments as a debt and/or foreclose the aforesaid lien in the same manner as other liens for the improvement of real property.

8.9 **Certificate.** The treasurer or any assistant treasurer will, within ten (10) days of a written request and upon payment of such fee as is from time to time reasonably determined by the Board of Directors, furnish to any Owner or such Owner's Mortgagee which requests the same, a certificate in writing signed by the treasurer or assistant treasurer, setting forth whether the Assessment for which Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest and other penalty charges. As to parties without knowledge of any error who rely on the certification, such certificate will be

presumptive evidence against all, other than the Owner, of payment of any Assessments stated in the certification to have been paid.

8.10 Date of Commencement of Annual Assessments; Declarant's Rights and Obligations. The annual Assessments will commence as to each Parcel and Improvement, if any, on the day on which such Parcel is conveyed to a person other than Declarant and will be due and payable in such manner and on such schedule as the Board of Directors may provide. Notwithstanding contained in this Declaration to the contrary, Declarant will not be responsible for the payment of annual or special Assessments on Parcels or Improvements which it owns. Declarant will have the option to either (i) pay annual Assessments on Parcels owned by Declarant or (ii) fund any deficit which may exist between the amount of the Assessments payable by the Owners of Parcels or Improvements (not owned by Declarant) and the annual budget of the Association for so long as Declarant has the authority under this Declaration to appoint and remove directors of the Association; provided, however, that the budget, Assessments and deficits, if any, will be annually reviewed by Declarant and the Board of Directors, and during such period Declarant's obligation for funding deficits will only be up to the amount of the Association's budget. Any surplus in funds held by or due to the Association will be carried over from year to year so as to reduce Declarant's obligation to pay Assessments, and Declarant will have no obligation to fund reserves if the Board of Directors creates such reserves. Upon Declarant no longer having the authority to appoint directors or officers of the Association, Declarant will be obligated to pay Assessments on Parcels owned by Declarant.

8.11 Common Areas and Certain Other Property. Unless otherwise provided in this Declaration, no Common Areas will be subject to assessment. The foregoing exemption will apply to all land owned by a public agency as long as such land is used for public purposes. In the event of any ambiguity or doubt as to whether any particular open space or other land is subject to assessment, the determination of Declarant will be final and conclusive.

8.12 Neighborhood Association Collections. Each Neighborhood Association will have the obligation to collect Assessments for the Parcels it administers or controls and pay such Assessments to the Association as and when such Assessments are due in accordance with the terms of this Declaration, provided, however, that the Association may, in its sole discretion, elect whether to collect or not collect Assessments directly from Owners.

ARTICLE 9 **INSURANCE**

9.1 Property Insurance. The Board of Directors or its authorized agents will have the authority to and may obtain, in its sole discretion, property insurance, in such form as the Board deems appropriate, for the benefit of the Association and insuring all insurable improvements in and to the Common Areas against loss or damage by fire or other hazards, such coverage to be in an amount sufficient to cover the full replacement cost (subject to such deductible levels as are deemed reasonable by the Board) for any repair or reconstruction in the event of damage or destruction from any such hazard.

9.2 **Liability Insurance.** The Board or its authorized agents will have the authority to and may obtain, in its sole discretion, commercial general liability insurance covering all of the Common Areas and all damage or injury caused by the negligence of the Association, its Members, Owners, its directors and officers, or any of its agents. Such commercial general liability insurance will provide such coverage as are determined to be necessary by the Board of Directors.

9.3 **Other Insurance.** The Board or its authorized agents will have the authority to and may obtain, in its sole discretion, (i) workers' compensation insurance to the extent necessary to comply with any applicable laws and (ii) such other types and amounts of insurance as may be determined by the Board to be necessary or desirable, including directors' and officers' insurance, if available at reasonable cost, as determined by the Board of Directors in its sole discretion.

9.4 **Insured Party.** All insurance obtained by the Board of Directors will be written in the name of the Association as trustee for each of the Owners and costs of all such coverage will be a Common Expense. Exclusive authority to adjust losses under policies obtained by the Association and in force with respect to the Property will be vested in the Board of Directors; provided, however, that no Mortgagee or other security holder of the Common Areas having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to any adjustment to losses under the policies.

9.5 **Personal Insurance.** It will be the individual responsibility of each Owner at his, her or its own expense to provide public liability, property damage, title and other insurance with respect to his, her or its own Parcel and Improvements, if any.

ARTICLE 10

ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

10.1 **Purpose.** In order to preserve the natural setting and beauty of the Property, to establish and preserve a harmonious and aesthetically pleasing design for the Property, and to protect and promote the value of the Property, Parcels, Improvements, and Neighborhoods, any and all Improvements located within or on will be subject to the restrictions set forth in this Article 10. Every grantee of any interest in a Parcel or Improvement, and every Neighborhood Association, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article 10.

10.2 Restrictions Applicable to Buildings and Other Improvements.

10.2.1 Design Review Committee.

10.2.1.1 The Board of Directors will establish the Design Review Committee, which will consist of up to five (5) (but not less than three (3) members), and who may or may not be members of the Board of Directors, provided that prior to the termination of Declarant's right to appoint and remove officers and directors of the Association, any members appointed by Declarant do not have to be Owners. The regular term of office for each member will be one (1) year, coinciding with the fiscal year of the Association. Any member appointed by the Board

may be removed with or without cause by the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy will serve the remainder of the term of the former member. Notwithstanding the foregoing to the contrary, any member appointed to the Design Review Committee by the Board will be subject to the prior approval of Declarant until the date which is one (1) year from and after the date on which Declarant's right to appoint and remove officers and directors of the Association is terminated.

10.2.1.1.2 The Design Review Committee will elect a chairman, or in his or her absence, the vice chairman, will be the presiding officer at its meeting. Meetings will be held at such places as may be designated by the chairman. Three (3) members will constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or by proxy at a meeting of the Design Review Committee will constitute the action of the Design Review Committee on any matter before it.

10.2.1.1.3 The Design Review Committee is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors and/or attorneys in order to advise and assist the Design Review Committee in performing its functions set forth in this Declaration. The Design Review Committee may establish fees sufficient to cover the expenses of reviewing applications, plans and related data, and to compensate any consulting architects, landscape architects, urban designers, inspectors or attorneys retained in accordance with the terms of this Article 10.

10.2.2 Requirement of Design Review; Standards; Delegation of Authority.

10.2.2.1.1 No building or other Improvement of any nature whatsoever will be constructed, altered, added to or maintained upon any part of the Property, except for (i) buildings and other Improvements which are constructed by Declarant; (ii) such Improvements as are approved by the Design Review Committee in accordance with this Article 10 and thereafter receive all necessary approvals as to design and compliance with the requirements of Lee County, Florida, or (iii) Improvements which pursuant to this Article 10 do not require the consent of the Design Review Committee.

10.2.2.1.2 The Design Review Committee is authorized to promulgate from time to time written rules, policies, and guidelines governing the contents of submissions of plans and specifications and other information to the Design Review Committee so as to enable the Design Review Committee to review the submission for compliance with the Design Review Guidelines. Any such Standards published by the Design Review Committee will be binding and enforceable on all Owners with respect to all Improvements in the Property requiring the approval of the Design Review Committee.

10.2.2.1.3 The Design Renew Committee will have the right, in its sole and absolute discretion, to delegate its authority under this Section 10.2 to a Neighborhood Association (or a design review board of a Neighborhood Association) as to Improvements within the Neighborhoods that are not the responsibility of Declarant. Such Neighborhood design review board or Neighborhood Association will provide the Design Review Committee with copies of all design and architectural review decisions made, together with copies of all information and supporting documentation reviewed in making such decision.

Notwithstanding any such delegation under this Section 10.2.2.1.3, the Design Review Committee will have the right to object to any design or architectural review decision made by any Neighborhood design review board or Neighborhood Association within thirty (30) days after the Design Review Committee's receipt of a design or architectural review decision (and information and supporting documentation) from such Neighborhood design review board or Neighborhood Association. If the Design Review Committee objects to any such design or architectural review decision, the Owner no later than ten (10) days after the Design Review Committee's request, will submit a complete application to the Design Review Committee. In the event of any objection by the Design Review Committee, the decision of the Neighborhood design review board or Neighborhood Association will be set aside, and the decision of the Design Review Committee will be binding and final.

10.2.3 Design Approval. No construction of any building or other Improvement of any nature whatsoever will be commenced or maintained by any Owner or Neighborhood Association, other than Declarant, with respect to the construction or affecting the exterior appearance of any building or other Improvement upon any portion of the Property, including landscaping, unless and until the plans and specifications and related data (including site plan, elevations and landscaping plan, as applicable) showing the nature, color, type, shape, height, materials, and location of them is submitted to and approved in writing by the Design Review Committee as to the compliance of such plans and specifications with the Design Review Guidelines.

Notwithstanding the foregoing, an Owner may make interior improvements and interior alterations to an Improvement that do not affect the exterior appearance, and a Neighborhood Association may make interior improvements or alterations within a building, structures or other Improvements which it owns or maintains that do not affect the exterior appearance, without the necessity of approval or review by the Design Review Committee subject to compliance with the requirements of Lee County, Florida, including energy efficiency features, and other rules and regulations of the Lee County, Florida including code compliance.

The Design Review Committee will have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association. Following the approval of any plans and specifications by the Design Review Committee, representatives of the Design Review Committee will have the right during reasonable hours to enter upon and inspect any Parcel, building, Neighborhood or other Improvement with respect to which construction is underway to determine whether or not the plans and specifications have been approved and are being complied with.

In the event the Design Review Committee determines that such plans and specifications have not been approved or are not being complied with, the Design Review Committee will be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. In the event the Design Review Committee fails to approve or disapprove in writing any proposed plans and specifications within thirty (30) days after such plans and specifications and all other materials as the Design Review Committee may request, such plans and specifications will be treated as approved, provided the proposed improvements comply with the Design Review Guidelines.

Refusal of approval of plans and specifications may be based by the Design Review Committee upon any ground which is consistent with the objects and purposes of this Declaration, so long as such grounds are not arbitrary or capricious. Parties who have obtained approval of the Design Review Committee acknowledge that all plans and specifications remain subject to approval by Lee County, Florida, as to compliance with governmental ordinances and regulations, including building code compliance, and that the function of the Design Review Committee is design and architectural review.

10.2.4 Building Restrictions. All buildings and other structures and improvements will be constructed in compliance with all applicable state, county and municipal zoning and building restrictions and any applicable regulations and restrictions of applicable governmental agencies including applicable zoning codes and the Development Order.

10.2.5 Disclaimer as to Design Review Committee; Approval Not Guarantee. NO APPROVAL BY THE DESIGN REVIEW COMMITTEE AND NO PUBLICATION OF STANDARDS BY THE DESIGN REVIEW COMMITTEE WILL BE CONSTRUED AS REPRESENTING OR IMPLYING THAT SUCH PLANS OR SPECIFICATIONS WILL BE APPROVED BY APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING LEE COUNTY, FLORIDA, OR, IF FOLLOWED, WILL RESULT IN PROPERLY DESIGNED OR CONSTRUCTED IMPROVEMENTS, IT BEING UNDERSTOOD BY WAY OF EXAMPLE, BUT NOT LIMITATION, THAT SUCH MATTERS AS COMPLIANCE WITH BUILDING AND ZONING CODES ARE NOT THE RESPONSIBILITY OF THE DESIGN REVIEW COMMITTEE. SUCH APPROVALS AND STANDARDS WILL IN NO EVENT BE CONSTRUED AS REPRESENTING OR GUARANTEEING THAT ANY UNIT OR OTHER IMPROVEMENT BUILT IN ACCORDANCE THEREWITH WILL BE BUILT IN A GOOD AND WORKMANLIKE MANNER OR WILL COMPLY WITH CODE. NEITHER DECLARANT, THE ASSOCIATION NOR THE DESIGN REVIEW COMMITTEE WILL BE RESPONSIBLE OR LIABLE FOR ANY DEFECTS IN ANY PLANS OR SPECIFICATIONS SUBMITTED, REVISED OR APPROVED PURSUANT TO THE TERMS OF THIS ARTICLE X, ANY LOSS OR DAMAGE TO ANY PERSON ARISING OUT OF THE APPROVAL OR DISAPPROVAL OF ANY PLANS OR SPECIFICATIONS, ANY LOSS OR DAMAGE ARISING FROM THE NONCOMPLIANCE OF SUCH PLANS AND SPECIFICATIONS WITH ANY GOVERNMENTAL ORDINANCES AND REGULATIONS, OR ANY DEFECTS IN CONSTRUCTION UNDERTAKEN PURSUANT TO SUCH PLANS AND SPECIFICATIONS.

ARTICLE 11 **RULEMAKING**

11.1 Rules and Regulations. Subject to the provisions of this Article 11, the Board of Directors may establish reasonable rules and regulations concerning the use of the Parcels, Neighborhoods and the Common Areas and Improvements and facilities located on them. Copies of such rules and regulations and amendments will be furnished by the Association to all Owners prior to the effective date of such rules and regulations and amendments. Such rules and regulations will be binding on the Owners, their families, tenants, guests invitees, servants and agents, until and unless any such rule or regulation is specifically overruled, canceled or modified by the Board of Directors or in a regular or special meeting of the Association by the vote of the

Members holding a majority of the total votes in the Association, provided that in the event of such vote, such action must also be approved by Declarant, for so long as Declarant owns any Parcel or Improvement.

11.2 **Authority and Enforcement.** Subject to the provisions of Section 11.3, upon the violation of this Declaration, the Bylaws or any rules and regulations adopted under this Declaration, including, without limitation, the failure to timely pay any Assessments, the Board will have the power (i) to impose reasonable monetary fines which will constitute a continuing lien upon the Parcel or Improvements, the Owners or Occupants of which are guilty of such violation; or (ii) to suspend an Owner's right to vote in the Neighborhood Association or Association, as applicable; and the Board will have the power to impose all or any combination of these sanctions.

11.3 **Discipline Procedure.**

11.3.1 **Enforcement.** The Board of Directors or its delegate will have the power to impose reasonable fines against an Owner and Owner's tenants, guests, and invitees, to the full amount permitted by the Florida law, which will constitute an automatic and continuing lien upon the Parcel of the violating Owner. A fine may be levied by the Board of Directors on the basis of each day of a continuing violation, with a single notice and opportunity to be heard as provided below.

The Board of Directors will have the power to suspend an Owner's right and the right of an Owner's tenants, guests or invitees to use the Common Areas and the right of an Owner to vote and to preclude contractors, subcontractors, agents and other invitees of an Owner or occupant from the community for violation of any duty imposed under the Declaration or the By-Laws; provided, however, nothing will authorize the Association or the Board of Directors to limit an Owner's or tenant's vehicular and pedestrian ingress and egress to or from their Parcel, including, but not limited to, the right to park.

In the event that any occupant of a Parcel violates the Declaration, the By-Laws or the Rules and Regulations, and a fine is imposed, the fine will first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board of Directors, the Owner will pay the fine upon notice from the Association. Fines may be levied on a daily or periodic basis for continuing violations, each such day or period being deemed a separate violation. Fines are considered Assessments, as such is defined in Section 8.5. The failure of the Board of Directors to enforce any provision of the Declaration or By-Laws will not be deemed a waiver of the right of the Board of Directors to do so thereafter.

11.3.2 **Notice.** Prior to imposition of any sanction under Article XI which involves a fine or exclusion from access to use of any portion of the Property for a period in excess of fourteen (14) days, the Board of Directors or its delegate will serve the owner with written notice describing (1) the general nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than fourteen (14) days within which the alleged owner violator may present a written request to the Board of Directors for a hearing, and (iv) a statement that the proposed sanction will be imposed as contained in the notice unless a hearing has been requested within the fourteen (14) day notice. A hearing will not be required for suspension for failure to pay amounts owed to the Association in a timely manner.

11.3.3 **Hearing.** If a hearing is requested within the allotted fourteen (14) day period, the sanction will, unless the Board determines otherwise for health, safety or welfare, be stayed pending the hearing, which will be held before a committee comprised of at least three (3) members appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. The committee will set the date and time of the hearing which will be within ten (10) days of the receipt of the notice requesting a hearing. Hearings will be informal and provide the owner an opportunity to explain or resolve his acts or omissions. The Association will not be required to provide any evidence or testimony at a hearing. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The committee will have the power and authority to impose the sanction or reduce the sanction, but may not increase the sanction approved by the Board of Directors or its delegate. Proof of proper notice will be placed in the records of the Association. Such proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement will be deemed satisfied if the accused appears at the hearing. The minutes of any meeting will contain a written statement of the results of the hearing and the sanction, if any, imposed.

11.3.4 **Additional Enforcement Rights.** Notwithstanding anything to the contrary contained in the Declaration, the Master Association may elect to enforce any provisions of the Declaration, the By-Laws or the Rules and Regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent, permissible, the violator will pay all costs, including reasonable attorneys' and paralegals' fees actually incurred by the Association.

ARTICLE 12

ADDITIONAL RESERVED RIGHTS TO DECLARANT

12.1 **Additional Documents.** In addition to this Declaration and notwithstanding anything to the contrary contained in this Declaration, Declarant reserves the right to record separate or supplemental declarations, covenants, easements, and restrictions to govern the Property and the use of it, including, but not limited to, rules and regulations governing the Property, additional design or architectural review for any Improvements upon the Property, or any other duties and responsibilities for the Property not otherwise dedicated, conveyed, or transferred to the Association or the Owners.

12.2 **Name.** Declarant reserves all rights to the name "University Village" and the use of it by Owners and Occupants will only be with the express prior written approval of Declarant.

ARTICLE 13

GENERAL PROVISIONS

13.1 **Controls by Declarant.** As provided for in the Articles of Incorporation and the By-Laws, the Board of Directors will initially consist of the individuals named in the Articles of

Incorporation, all appointed by the Declarant. In accordance with the Articles of Incorporation, or the By-Laws of the Association, control of the Board of Directors and the right to appoint and remove any member or members of the Board of Directors of the Association, without the necessity of a vote at an annual meeting, until such time as the first of the following events will occur ("Turnover"):

- (i) the date which is fifty (50) years after the date of recording of this Declaration;
- (ii) the date Declarant ceases to own at least one (1) Parcel or Improvement on the Property; or
- (iii) the surrender by Declarant of the authority to appoint and remove directors or officers of the Association by an express amendment to this Declaration executed and recorded by Declarant.

Furthermore, until Turnover, the Declarant will be entitled, as to any matter on which Owners other than solely Declarant are entitled to vote, to cast its regular vote plus two (2) votes for each vote entitled to be cast in the aggregate at any time by Owners other than the Declarant.

13.2 **Amendments by Declarant.** During any period in which Declarant retains the right to appoint and remove any directors or officers of the Association, Declarant may amend this Declaration by an instrument in writing filed and recorded in the Public Records of Lee County, Florida, without the approval of any Owner or Mortgagee: provided, however, that with exception of the addition of Additional Property to the terms of this Declaration, (i) in the event that such amendment adversely affects any Owner's right to the use and enjoyment of its Parcel, Improvement, Neighborhood or the Common Areas as set forth in this Declaration or adversely affects the title to any Parcel, Improvement or Neighborhood, such amendment will be valid only upon written consent of the then existing Owners affected by it, or (ii) in the event that such amendment would adversely affect the security, title and interest of any Mortgagee, such amendment will be valid only upon the written consent of all such Mortgagees affected. Notwithstanding the foregoing to the contrary, the expiration or termination of the right of Declarant to appoint and remove any directors and officers of the Association will not terminate Declarant's right to amend the Declaration for the purpose of submitting Additional Property to the provisions of this Declaration as otherwise permitted by this Declaration.

13.3 **Amendment by Association.** Amendments to this Declaration, other than those authorized by Section 13.2, will be proposed and adopted in the following manner:

13.3.1.1 Notice of the subject matter of the proposed amendment will be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and will be delivered to each Owner and Member of the Association.

13.3.1.2 At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board of Directors or by Members of the Association. Such amendment must be approved by Members holding at least two-thirds (2/3) of the total votes in the Association; provided, however, (i) in the event that such amendment adversely affects any Owner's right to the use and enjoyment of his or her Parcel, Improvement, Neighborhood or the

Common Areas as set forth in this Declaration or adversely affects the title to any Parcel, Improvement, or Neighborhood, such amendment will be valid only upon the written consent by the then existing Owners affected by the amendment, (ii) that any amendment which adversely affects the security title and interest of any Mortgagee must be approved by such Mortgagee, and (iii) during any period in which Declarant owns a Parcel or Improvement, such amendment must be approved by Declarant.

13.3.1.3 The agreement of the required percentage of the Owners and, where required, Declarant and any Mortgagee, to any amendment of this Declaration will be evidenced by their execution of such amendment, or, in the alternative, the sworn statement of the president of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement will state that the agreement of the required parties was lawfully obtained. Any such statement of this Declaration will become effective only when recorded or at such date as may be specified in the amendment itself.

13.4 **Compliance with By-Laws, Rules and Regulations of the Association.** Each Owner will comply strictly with the Bylaws and the published rules and regulations of the Association adopted pursuant to this Declaration, as either may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Declaration and in the deed or other instrument of conveyance to his Parcel or Improvement, if any. Failure to comply with any of the rules and regulations will be grounds for imposing fines or for suspending voting rights, or for instituting an action to recover sums due, for damages, and/or for injunctive relief and/or any other remedy available at law or in equity, such actions to be maintainable by Declarant, the Board of Directors on behalf of the Association, or, in a proper case, by an aggrieved Owner. Should Declarant or the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees, will be paid by the violating Owner. Inasmuch as the enforcement of the provisions of this Declaration, the Bylaws, and the rules and regulations of the Association are essential for the effectuation of the general plan of development contemplated and for the protection of present and future Owners, it is declared that any breach may not adequately be compensated by recovery of damages, and that Declarant, the Association or any aggrieved Owner, in addition to all other remedies, may require and will be entitled to the remedy of injunction or other equitable action to restrain any such violation or breach or any threatened violation or breach.

No judicial or administrative proceeding will be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of the total votes of the Association. This Section will not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments or fines, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims or crossclaims brought by the Association in proceedings instituted against it. No delay, failure or omission on the part of Declarant, the Association or any aggrieved Owner in exercising any right, power or remedy will be construed as an acquiescence to it, and will not bar or affect its enforcement. This Section will not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

13.5 **Duration.** The provisions of this Declaration will run with and bind title to the Property, will be binding upon the inure to the benefit of Declarant, the Association and all other Owners and Mortgagees and their respective heirs, executors, legal representatives, successors and assigns, and will be and remain in effect for a period of fifty (50) years from and after the date of the recording of this Declaration, provided that rights and easements which are stated herein to have a longer duration will have such longer duration. Upon the expiration of fifty (50) years, this Declaration will be automatically renewed for successive ten (10) year periods. The number of ten (10) year renewal periods will be unlimited, with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there will be no renewal or extension of this Declaration, if, during the last year of the initial fifty (50) year period or the last year of any ten (10) year renewal period, seventy-five percent (75%) of the total votes of the Association are cast in favor of terminating this Declaration, an instrument evidencing such termination is filed, such instrument to contain a certificate where the president of the Association swears that such termination was adopted by the requisite number of votes.

13.6 **Miscellaneous Provisions.** The captions of each Article and Section in this Declaration as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration will be construed under and in accordance with the laws of the State of Florida. Unless the context requires a contrary construction, the singular includes the plural and plural the singular, and the masculine, feminine and neuter gender will each include the others. This Declaration will be construed as cumulative to and not in limitations of other declarations and all exhibits to such declarations subsequently executed applicable to the Property. This Declaration will not be construed more strictly against any particular party. The effective date of this Declaration will be the date of its filing for record. Whenever possible, each provision of this Declaration will be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property will be prohibited or held invalid, such prohibition or invalidity will not affect any other provision or the application of any provisions which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

13.7 **Assignment.** Declarant may assign all or a portion of its rights under this Declaration, or all or a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee will not be deemed the Declarant (unless expressly stated), but may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis. After an assignment, the assignee will have the same right and powers, and be subject to the same obligations and duties as were Declarant prior to the assignment, and Declarant will be relieved and released of all obligations with respect to such rights, powers, obligations, easements or estates.

13.8 **Rights of Third Parties.** This Declaration will be recorded for the benefit of Declarant, the Association, the Owners and their Mortgagees as provided in this Declaration, and by such recording, no adjoining property owner or third party will have any right, title or interest whatsoever in the Property or in the enforcement of any of the provisions of the Declaration, except as may otherwise be provided in this Declaration.

13.9 **Notices.** Notices must be in writing and delivered by hand or sent by United States mail, postage prepaid or send via Federal Express or other nationally recognized form of overnight delivery. All notices to Owners must be delivered or sent to such addresses as designated in writing to the Association, or if no address has been designated, at the address of such Owners' respective Parcels or Improvements. All notices to the Association will be delivered or sent in the care of Declarant at the following address:

Declarant: Miromar Lakes, LLC
10801 Corkscrew Road, Suite 305
Estero, Florida 33928
Attn: General Counsel

or to such other address as may from time to time appear in the records of the Association. All notices to Declarant will be delivered or sent to Declarant at the above address or to such other address as Declarant may from time to time notify the Association. Notices to Mortgagees will be delivered to such address as such Mortgagees specify in writing to the Association, and if no such notice is given to the Association, to the address provided in the Mortgage. All notices are deemed deliverable when delivered by hand, three (3) days after depositing in the United States mail, return receipt requested, or the following day where delivered via nationally recognized overnight courier services such as Federal Express.

13.10 **Plats.** In addition to this Declaration, the Property will be subject to the additional covenants, restrictions, easements, dedications, reservations and other terms and provisions set forth in any and all plats of the Property, which plats are recorded or to be recorded in the public records of Lee County and to the terms and conditions of any Development Order now or hereafter in existence.

13.11 **Exhibits.** The following exhibits are attached to and incorporated in this Declaration: Exhibit A - Legal Description of Property, Exhibit B - Articles of Incorporation, and Exhibit C - By-Laws initially subject to the terms of this Declaration.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS THIS TEXT.]

Miromar Lakes, LLC, a Florida limited liability company, executes this Declaration of Covenants, Conditions and Restrictions in its name by its undersigned, authorized officer on the day and year first written above.

WITNESSES:

Hermine MEEKS
Signature of Witness

HERMINE MEEKS
Print Name

Debra Crone
Signature of Witness

Debra Crone
Print Name

MIROMAR LAKES, LLC

By: Miromar Development Corporation
Its: Member

By: *Robert B. Roop*
Robert B. Roop, Executive Vice President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 11th day of November 2017, by **Robert B. Roop**, as Executive Vice President of Miromar Development Corporation, a Florida corporation, on behalf of the corporation as the sole Member of Miromar Lakes, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me.



(Seal)

Kara M. Wichlinski
Notary Public, State of Florida
Expiration Date: 4-15-19

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

\\vm-data\HM\DATA-S\2\6200\S-Survey\Projects By Name Of Location\Miramar\2014553\DW\SU\SKETCHES\2016-10-13 S500 For HCA Docs\MUN SKD.dwg 10/13/2016 3:44:50 PM Plotted by: RickKornett

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTIONS 13, 23, AND 24, TOWNSHIP 46 SOUTH, RANGE 25 EAST, AND SECTION 18, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.00°48'26"W. ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 24, FOR A DISTANCE OF 37.50 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, THE SAME BEING A POINT 37.50 FEET AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SECTION 24; THENCE RUN S.89°28'32"W., PARALLEL WITH THE SOUTH LINE OF SAID SECTION 24, FOR A DISTANCE OF 4812.99 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2800.92 FEET, THROUGH A CENTRAL ANGLE OF 07°47'42", SUBTENDED BY A CHORD OF 380.77 FEET AT A BEARING OF N.86°37'37"W., FOR A DISTANCE OF 381.06 FEET TO THE END OF SAID CURVE; THENCE RUN N.82°43'46"W., FOR A DISTANCE OF 275.20 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHERLY; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2950.00 FEET, THROUGH A CENTRAL ANGLE OF 05°34'48", SUBTENDED BY A CHORD OF 287.19 FEET AT A BEARING OF N.85°31'11"W., FOR A DISTANCE OF 287.30 FEET TO THE END OF SAID CURVE, THE SAME BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BEN HILL GRIFFIN PARKWAY (A.K.A. TREELINE DRIVE), A 150 FOOT WIDE RIGHT-OF-WAY, RECORDED IN O.R. BOOK 2745, PAGES 1550 THROUGH 1554 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.00°49'43"W. ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 484.10 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,475.00 FEET, THROUGH A CENTRAL ANGLE OF 50°05'25", SUBTENDED BY A CHORD OF 1248.83 FEET AT A BEARING OF N.25°52'25"W., FOR A DISTANCE OF 1289.50 FEET TO THE END OF SAID CURVE; THENCE RUN N.48°52'47"E., FOR A DISTANCE OF 591.95 FEET; THENCE RUN N.83°15'50"E., FOR A DISTANCE OF 340.40 FEET; THENCE RUN N.27°22'23"E., FOR A DISTANCE OF 649.51 FEET; THENCE RUN N.88°17'12"E., FOR A DISTANCE OF 233.73 FEET; THENCE RUN S.31°47'37"E., FOR A DISTANCE OF 631.21 FEET; THENCE RUN N.62°11'53"E., FOR A DISTANCE OF 2704.05 FEET; THENCE RUN N.21°20'50"E., FOR A DISTANCE OF 1025.79 FEET; THENCE RUN N.02°13'31"W., FOR A DISTANCE OF 339.05 FEET; THENCE RUN N.73°40'08"E., FOR A DISTANCE OF 497.73 FEET; THENCE RUN N.84°27'10"E., FOR A DISTANCE OF 648.96 FEET; THENCE RUN N.20°19'20"W., FOR A DISTANCE OF 155.37 FEET; THENCE RUN N.04°47'10"W., FOR A DISTANCE OF 137.24 FEET; THENCE RUN N.10°20'25"E., FOR A DISTANCE OF 89.58 FEET; THENCE RUN N.88°40'48"W., FOR A DISTANCE OF 108.51 FEET; THENCE RUN N.35°22'24"E., FOR A DISTANCE OF 61.49 FEET; THENCE RUN N.24°10'35"E., FOR A DISTANCE OF 16.58 FEET; THENCE RUN N.16°58'33"E., FOR A DISTANCE OF 22.30 FEET; THENCE RUN N.01°25'10"W., FOR A DISTANCE OF 17.20 FEET; THENCE RUN N.02°00'52"E., FOR A DISTANCE OF 22.73 FEET; THENCE RUN N.10°34'22"E., FOR A DISTANCE OF 27.69 FEET; THENCE RUN N.08°31'29"E., FOR A DISTANCE OF 27.56 FEET; THENCE RUN N.04°17'29"W., FOR A DISTANCE OF 27.54 FEET; THENCE RUN N.03°50'00"E., FOR A DISTANCE OF 32.88 FEET; THENCE RUN N.05°16'54"E., FOR A DISTANCE OF 34.74 FEET; THENCE RUN N.14°36'53"W., FOR A DISTANCE OF 12.71 FEET; THENCE RUN N.49°59'45"W., FOR A DISTANCE OF 15.95 FEET; THENCE RUN N.67°08'11"W., FOR A DISTANCE OF 67.75 FEET; THENCE RUN N.67°33'34"E., FOR A DISTANCE OF 68.16 FEET; THENCE RUN N.57°34'58"E., FOR A DISTANCE OF 15.64 FEET; THENCE RUN N.53°45'20"E., FOR A DISTANCE OF 13.61 FEET; THENCE RUN N.58°32'02"E., FOR A DISTANCE OF 11.22 FEET; THENCE RUN N.54°40'50"E., FOR A DISTANCE OF 13.85 FEET; THENCE RUN N.49°36'55"E., FOR A DISTANCE OF 19.09 FEET; THENCE RUN N.37°17'03"E., FOR A DISTANCE OF 14.40 FEET; THENCE RUN N.25°04'13"E., FOR A DISTANCE OF 22.74 FEET; THENCE RUN N.30°25'33"E., FOR A DISTANCE OF 40.77 FEET; THENCE RUN S.70°47'07"E., FOR A DISTANCE OF 50.50 FEET; THENCE RUN N.19°32'42"E., FOR A DISTANCE OF 63.26 FEET; THENCE RUN N.62°41'55"E., FOR A DISTANCE OF 33.33 FEET; THENCE RUN N.60°03'38"E., FOR A DISTANCE OF 27.79 FEET; THENCE RUN N.68°56'32"E., FOR A DISTANCE OF 33.67 FEET; THENCE RUN N.69°27'09"E., FOR A DISTANCE OF 39.32 FEET; THENCE RUN N.76°09'54"E., FOR A DISTANCE OF 38.69 FEET; THENCE RUN N.84°37'56"E., FOR A DISTANCE OF 35.30 FEET; THENCE RUN N.71°01'39"E., FOR A DISTANCE OF 36.05 FEET; THENCE RUN N.56°16'09"E., FOR A DISTANCE OF 22.32 FEET; THENCE RUN N.54°45'23"E., FOR A DISTANCE OF 72.52 FEET; THENCE RUN N.43°40'48"E., FOR A DISTANCE OF 14.33 FEET; THENCE RUN N.36°37'28"E., FOR A DISTANCE OF 31.97 FEET; THENCE RUN N.16°15'53"E., FOR A DISTANCE OF 27.07 FEET; THENCE RUN N.00°14'32"W., FOR A DISTANCE OF 18.58 FEET; THENCE RUN N.01°01'18"W., FOR A DISTANCE OF 22.80 FEET; THENCE RUN N.11°30'29"E., FOR A DISTANCE OF 41.66 FEET; THENCE RUN N.25°25'32"E., FOR A DISTANCE OF 18.52 FEET; THENCE RUN N.29°13'14"E., FOR A DISTANCE OF 12.77 FEET; THENCE RUN N.09°42'26"E., FOR A DISTANCE OF 13.86 FEET; THENCE RUN N.10°10'17"W., FOR A DISTANCE OF 8.24 FEET; THENCE RUN N.25°29'33"W., FOR A DISTANCE OF 11.70 FEET; THENCE RUN N.71°45'42"W., FOR A DISTANCE OF 21.85 FEET; THENCE RUN N.59°03'27"W., FOR A DISTANCE OF 13.21 FEET; THENCE RUN N.37°04'03"W., FOR A DISTANCE OF 27.24 FEET; THENCE RUN N.00°38'43"W., FOR A DISTANCE OF 28.85 FEET; THENCE RUN N.10°12'59"E., FOR A DISTANCE OF 35.02 FEET; THENCE RUN N.01°52'01"E., FOR A DISTANCE OF 31.20 FEET; THENCE RUN N.05°34'22"E., FOR A DISTANCE OF 13.39 FEET; THENCE RUN N.01°01'36"W., FOR A DISTANCE OF 30.61 FEET; THENCE RUN N.15°40'00"W., FOR A DISTANCE OF 27.26 FEET; THENCE RUN N.22°54'25"W., FOR A DISTANCE OF 20.46 FEET; THENCE RUN N.20°19'15"W., FOR A DISTANCE OF 21.36 FEET; THENCE RUN N.17°17'45"W., FOR A DISTANCE OF 18.27 FEET; THENCE RUN N.25°34'23"W., FOR A DISTANCE OF 16.79 FEET; THENCE RUN N.15°41'23"W., FOR A DISTANCE OF 49.27 FEET; THENCE RUN N.00°29'10"W., FOR A DISTANCE OF 19.63 FEET; THENCE RUN N.65°22'51"E., FOR A DISTANCE OF 39.53 FEET; THENCE RUN N.43°47'29"W., FOR A DISTANCE OF 31.43 FEET; THENCE RUN N.11°37'49"E., FOR A DISTANCE OF 61.39 FEET; THENCE RUN N.56°32'16"E., FOR A DISTANCE OF 65.40 FEET; THENCE RUN S.79°13'23"E., FOR A DISTANCE OF 80.22 FEET; THENCE RUN N.02°10'07"W., FOR A DISTANCE OF 1285.56 FEET; THENCE RUN S.89°36'23"W., FOR A DISTANCE OF 304.60 FEET; THENCE RUN S.56°15'20"W., FOR A DISTANCE OF 201.37 FEET; THENCE RUN S.56°14'53"W., FOR A DISTANCE OF 16.09 FEET; THENCE RUN S.71°30'39"W., FOR A DISTANCE OF 20.89 FEET; THENCE RUN S.46°03'51"W., FOR A DISTANCE OF 57.11 FEET; THENCE RUN S.49°29'40"W., FOR A DISTANCE OF 20.30 FEET; THENCE RUN S.47°16'30"W., FOR A DISTANCE OF 38.97 FEET; THENCE RUN S.35°34'54"W., FOR A DISTANCE OF 18.90 FEET; THENCE RUN S.30°59'13"W., FOR A DISTANCE OF 26.46 FEET; THENCE RUN S.30°57'50"W., FOR A DISTANCE OF 12.03 FEET; THENCE RUN S.24°14'29"W., FOR A DISTANCE OF 48.25 FEET; THENCE RUN S.47°59'41"W., FOR A DISTANCE OF 29.61 FEET; THENCE RUN S.80°50'39"W., FOR A DISTANCE OF 69.13 FEET; THENCE RUN S.81°26'58"W., FOR A DISTANCE OF 44.56 FEET; THENCE RUN S.85°35'19"W., FOR A DISTANCE OF 86.13 FEET; THENCE RUN S.85°58'36"W., FOR A DISTANCE OF 250.30

DRAWN BY: R.A.K.	DATE: 10/13/16
SHEET # 1	OF SHEET 5
SEC-TWN-RGE: 13,23,24-46S-25E, 18-46S-28E	



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

LEGAL DESCRIPTION

DRAWING NO. H-197
PROJECT NO. 2014553
FILE NAME MUN SKD.dwg

\\vm-data\HMDATA-SV2\8200\S-Survey\Projects By Name Of Location\Miramar\2014553\DW\SU\SKETCHES\2016-10-13 S500 For HOA Docs\MUV SKD.dwg 10/13/2016 3:44:50 PM Plotted by: Rick Kornell

FEET; THENCE RUN N.90°00'00"W., FOR A DISTANCE OF 52.88 FEET; THENCE RUN S.85°52'53"W., FOR A DISTANCE OF 61.78 FEET; THENCE RUN S.85°27'17"W., FOR A DISTANCE OF 29.97 FEET; THENCE RUN S.85°27'36"W., FOR A DISTANCE OF 25.27 FEET; THENCE RUN N.87°20'13"W., FOR A DISTANCE OF 13.45 FEET; THENCE RUN N.87°24'51"W., FOR A DISTANCE OF 19.39 FEET; THENCE RUN N.87°22'03"W., FOR A DISTANCE OF 5.44 FEET; THENCE RUN N.24°14'57"E., FOR A DISTANCE OF 30.44 FEET; THENCE RUN N.14°49'53"W., FOR A DISTANCE OF 6.59 FEET; THENCE RUN N.14°31'45"W., FOR A DISTANCE OF 24.66 FEET; THENCE RUN N.02°11'29"E., FOR A DISTANCE OF 62.11 FEET; THENCE RUN S.76°56'48"E., FOR A DISTANCE OF 27.40 FEET; THENCE RUN S.82°50'47"E., FOR A DISTANCE OF 15.56 FEET; THENCE RUN N.18°18'13"E., FOR A DISTANCE OF 25.87 FEET; THENCE RUN N.04°51'39"W., FOR A DISTANCE OF 21.39 FEET; THENCE RUN N.11°39'28"W., FOR A DISTANCE OF 34.33 FEET; THENCE RUN N.06°54'40"W., FOR A DISTANCE OF 1.91 FEET; THENCE RUN N.19°49'36"E., FOR A DISTANCE OF 96.93 FEET; THENCE RUN S.87°41'00"E., FOR A DISTANCE OF 376.94 FEET , TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 550.00 FEET, THROUGH A CENTRAL ANGLE OF 66°22'29", SUBTENDED BY A CHORD OF 602.12 FEET AT A BEARING OF N.59°07'46"E., FOR A DISTANCE OF 637.15 FEET TO THE END OF SAID CURVE; THENCE RUN N.25°56'32"E., FOR A DISTANCE OF 299.56 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 550.00 FEET, THROUGH A CENTRAL ANGLE OF 33°32'27", SUBTENDED BY A CHORD OF 317.39 FEET AT A BEARING OF N.42°42'45"E., FOR A DISTANCE OF 321.97 FEET TO THE END OF SAID CURVE; THENCE RUN N.59°28'59"E., FOR A DISTANCE OF 23.94 FEET , TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 467.95 FEET, THROUGH A CENTRAL ANGLE OF 08°59'07", SUBTENDED BY A CHORD OF 73.31 FEET AT A BEARING OF N.63°58'32"E., FOR A DISTANCE OF 73.38 FEET TO A POINT OF CUSP WITH A CURVE CONCAVE SOUTHWESTERLY; WHOSE RADIUS POINT BEARS S.32°13'04"W., THEREFROM; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 56°56'09", SUBTENDED BY A CHORD OF 476.67 FEET AT A BEARING OF S.29°18'51"E., FOR A DISTANCE OF 496.86 FEET TO THE END OF SAID CURVE; THENCE RUN S.00°50'47"E., FOR A DISTANCE OF 1447.68 FEET; THENCE RUN S.09°57'20"W., FOR A DISTANCE OF 533.57 FEET TO A POINT ON THE EAST LINE OF SECTION 13, TOWNSHIP 46 SOUTH, RANGE 25 EAST; THENCE RUN S.00°50'47"E. ALONG THE EAST LINE OF SAID SECTION 13, FOR A DISTANCE OF 957.10 FEET TO THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 46 SOUTH, RANGE 25 EAST; THENCE RUN S.00°50'13"E. ALONG THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 24, FOR A DISTANCE OF 2,639.78 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 24; THENCE RUN S.00°48'26"E. ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 24, FOR A DISTANCE OF 2,606.47 FEET, TO THE POINT OF BEGINNING.

CONTAINING 505 ACRES, MORE OR LESS.

HOLE MONTES, INC., CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

BY Thomas M. Murphy P.S.M. #5628
 THOMAS M. MURPHY STATE OF FLORIDA

DRAWN BY: R.A.K.	DATE: 10/13/16
SHEET # 2	OF SHEET 5
SEC-TWN-RGE: 13,23,24-48S-25E, 18-48S-28E	



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

LEGAL DESCRIPTION

DRAWING NO. H-197
PROJECT NO. 2014553
FILE NAME MUV SKD.dwg

\\hm-data\HMDATA-SV2\8200\S-Survey\Projects By Name Of Location\Mromar\2014553\DW\SKETCHES\2016-10-13 S500 For HOA Docs\MUV SKD.dwg 10/13/2016 3:44:50 PM Plotted by: RickKornett

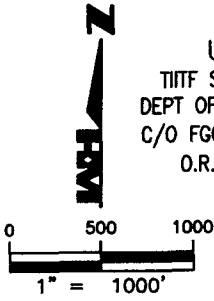
CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	CHORD	CHORD BEARING	ARC LENGTH
C1	2800.92	7°47'42"	380.77	N86°37'37"W	381.06
C2	2950.00	5°34'48"	287.19	N85°31'11"W	287.30
C3	1475.00	50°05'25"	1248.83	N25°52'25"W	1289.50
C4	550.00	66°22'29"	602.12	N59°07'46"E	637.15
C5	550.00	33°32'27"	317.39	N42°42'45"E	321.97
C6	467.95	8°59'07"	73.31	N63°58'32"E	73.38
C7	500.00	56°56'09"	476.67	S29°18'51"E	496.86

THIS IS NOT A SURVEY

14 13
23 24

19 18
24 19

ABBREVIATIONS
 INST. = INSTRUMENT NUMBER
 O.R. = OFFICIAL RECORDS BOOK
 PG. = PAGE
 POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT
 R/W = RIGHT OF WAY



UNPLATTED
 TITF STATE OF FLORIDA
 DEPT OF ENVIR PROTECTION
 C/O FGCU PHYSICAL PLANT
 O.R. 3010 PG. 714

N.E. CORNER OF
 SECTION 24-46-25
 N: 774420.41
 E: 735728.09

EAST QUARTER CORNER,
 SECTION 24-46-25
 FCM 2.5"x2.5" NO ID.

SEE SHEET 5 FOR LINE TABLE

BEN HILL GRIFFIN PARKWAY 150'

EASTERLY R/W LINE

POB
 FIP 5/8" CAP "LB24 PBS&J
 N: 769174.89
 E: 735803.35

POC
 S.E. CORNER OF SECTION
 24-46-25; FCM 2.5"x2.5"
 OCTAGON NO ID.

SOUTH LINE OF SECTION 24-46-25
 GRANDE OAK
 P.B. 67 PG. 15

RANGE 26 EAST
 RANGE 25 EAST

DRAWN BY: R.A.K.	DATE: 10/13/16
SHEET 3	OF SHEET 5
SEC-TWN-RGE: 13,23,24-46S-25E, 18-46S-26E	

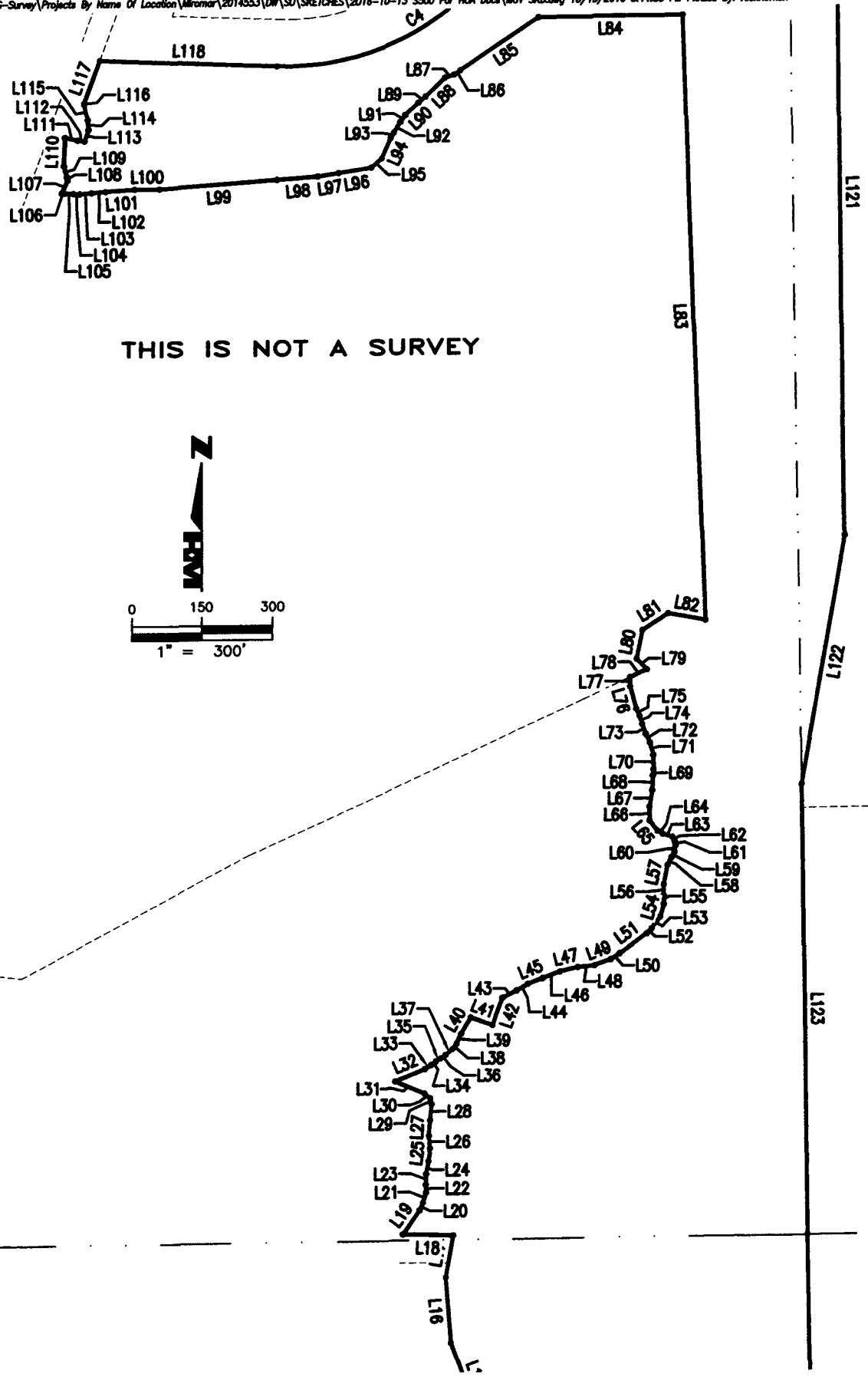


6200 Whiskey Creek Dr.
 Ft. Myers, FL. 33919
 Phone: (239) 985-1200
 Florida Certificate of
 Authorization No.1772

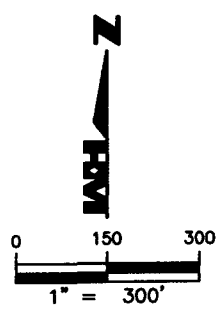
SKETCH OF LEGAL DESCRIPTION


DRAWING NO. H-197
PROJECT NO. 2014553
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THIS IS NOT A SURVEY



DRAWN BY: R.A.K. SHEET 4 OF SHEET 5	DATE: 10/13/16	 HOLE MONTES ENGINEERS PLANNERS SURVEYORS	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	SKETCH OF LEGAL DESCRIPTION	DRAWING NO. H-197 PROJECT NO. 2014553 FILE NAME MUV SKD.dwg
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LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N00°48'26"W	37.50
L2	S89°28'32"W	4812.99
L3	N82°43'46"W	275.20
L4	N00°49'43"W	484.10
L5	N48°52'47"E	581.95
L6	N83°15'50"E	340.40
L7	N27°22'23"E	648.51
L8	N88°17'12"E	233.73
L9	S31°47'37"E	631.21
L10	N62°11'53"E	2704.05
L11	N21°20'50"E	1025.79
L12	N02°13'31"W	339.05
L13	N73°40'08"E	487.73
L14	N84°27'10"E	648.96
L15	N20°19'20"W	155.37
L16	N04°47'10"W	137.24
L17	N10°20'25"E	89.58
L18	N88°40'48"W	108.51
L19	N35°22'24"E	61.49
L20	N24°10'35"E	16.58
L21	N16°58'33"E	22.30
L22	N01°25'10"W	17.20
L23	N02°00'52"E	22.73
L24	N10°34'22"E	27.89
L25	N08°31'29"E	27.56
L26	N04°17'29"W	27.54
L27	N03°50'00"E	32.88
L28	N05°16'54"E	34.74
L29	N14°36'53"W	12.71
L30	N49°59'45"W	15.95
L31	N67°08'11"W	67.75
L32	N67°33'34"E	68.16
L33	N57°34'58"E	15.84
L34	N53°45'20"E	13.61
L35	N58°32'02"E	11.22
L36	N54°40'50"E	13.85

LINE TABLE		
LINE	DIRECTION	LENGTH
L37	N49°36'55"E	19.09
L38	N37°17'03"E	14.40
L39	N25°04'13"E	22.74
L40	N30°25'33"E	40.77
L41	S70°47'07"E	50.50
L42	N19°32'42"E	63.26
L43	N62°41'55"E	33.33
L44	N60°03'38"E	27.79
L45	N68°56'32"E	33.67
L46	N69°27'09"E	39.32
L47	N76°09'54"E	38.89
L48	N84°37'56"E	35.30
L49	N71°01'39"E	36.05
L50	N56°16'09"E	22.32
L51	N54°45'23"E	72.52
L52	N43°40'48"E	14.33
L53	N36°37'28"E	31.97
L54	N16°15'53"E	27.07
L55	N00°14'32"W	18.58
L56	N01°01'18"W	22.80
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L59	N29°13'14"E	12.77
L60	N09°42'26"E	13.86
L61	N10°10'17"W	8.24
L62	N25°29'33"W	11.70
L63	N71°45'42"W	21.85
L64	N59°03'27"W	13.21
L65	N37°04'03"W	27.24
L66	N00°38'43"W	28.85
L67	N10°12'59"E	35.02
L68	N01°52'01"E	31.20
L69	N05°34'22"E	13.39
L70	N01°01'36"W	30.61
L71	N15°40'00"W	27.26
L72	N22°54'25"W	20.46

LINE TABLE		
LINE	DIRECTION	LENGTH
L73	N20°19'15"W	21.36
L74	N17°17'45"W	18.27
L75	N25°34'23"W	16.79
L76	N15°41'23"W	49.27
L77	N00°29'10"W	19.63
L78	N65°22'51"E	39.53
L79	N43°47'29"W	31.43
L80	N11°37'49"E	61.39
L81	N56°32'16"E	65.40
L82	S79°13'23"E	80.22
L83	N02°10'07"W	1285.56
L84	S89°36'23"W	304.60
L85	S56°15'20"W	201.37
L86	S56°14'53"W	16.09
L87	S71°30'39"W	20.89
L88	S46°03'51"W	57.11
L89	S49°29'40"W	20.30
L90	S47°16'30"W	38.97
L91	S35°34'54"W	18.90
L92	S30°59'13"W	26.46
L93	S30°57'50"W	12.03
L94	S24°14'29"W	48.25
L95	S47°59'41"W	29.61
L96	S80°50'39"W	69.13
L97	S81°26'58"W	44.56
L98	S85°35'19"W	86.13
L99	S85°58'36"W	250.30
L100	N90°00'00"W	52.88
L101	S85°52'53"W	61.78
L102	S85°27'17"W	29.97
L103	S85°27'36"W	25.27
L104	N87°20'13"W	13.45
L105	N87°24'51"W	19.39
L106	N87°22'03"W	5.44
L107	N24°14'57"E	30.44
L108	N14°49'53"W	6.59

LINE TABLE		
LINE	DIRECTION	LENGTH
L109	N14°31'45"W	24.66
L110	N02°11'29"E	62.11
L111	S76°56'48"E	27.40
L112	S82°50'47"E	15.56
L113	N18°18'13"E	25.87
L114	N04°51'39"W	21.39
L115	N11°39'28"W	34.33
L116	S06°54'40"E	1.91
L117	N19°49'36"E	96.93
L118	S87°41'00"E	376.94
L119	N25°56'32"E	299.56
L120	N59°28'59"E	23.94
L121	S00°50'47"E	1447.68
L122	S09°57'20"W	533.57
L123	S00°50'47"E	957.10
L124	S00°50'13"E	2639.78
L127	S00°48'26"E	2606.47

DRAWN BY: R.A.K.
 DATE: 10/13/16
 SHEET # 5 OF SHEET 5
 SEC-TWN-RGE: 13,23,24-46S-25E, 18-46S-28E



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 Florida Certificate of
 Authorization No.1772

LINE TABLES

DRAWING NO. H-197
 PROJECT NO. 2014553
 FILE NAME MUV SKD.dwg

EXHIBIT "B"

ARTICLES OF INCORPORATION

SECRETARY OF STATE
DIVISION OF CORPORATIONS
2018 NOV 11 PM 2:15

ARTICLES OF INCORPORATION
FOR
UNIVERSITY VILLAGE PROPERTY OWNERS' ASSOCIATION, INC.

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

ARTICLE I
NAME AND ADDRESS

The name of the corporation will be University Village Property Owners' Association, Inc. ("Association"). The initial mailing address of the Association will be 10801 Corkscrew Road, Suite 305, Estero, Florida 33928. The principle office of the Association will be located at the mailing address or such other place as may be subsequently designated by the Board of Directors for the Association.

ARTICLE II
PURPOSE

This Association does not contemplate pecuniary gain or profit to the Members (as defined in the Declaration) and will make no distribution of income to its Members, directors or officers. The specific purpose for which it is formed is to provide an entity to perform the duties and obligations relating to the "Common Areas" including certain tracts and easements in favor of the development ("Development") described in the Declaration of Covenants, Conditions and Restrictions for University Village that will be recorded in the Public Records of Lee County, Florida ("Declaration") and otherwise to enforce the terms and conditions of the Declaration that are designated as the responsibility of the Association.

The provisions of Chapter 720, Florida Statutes will not apply to the Association because the Development consists of commercial, residential and other uses. Any residential development sub-development within the Development may be subject to Chapter 718 or 720, Florida Statutes.

ARTICLE III
DEFINITIONS

The terms used in these Articles will have the same definitions and meanings as those set forth in the Declaration unless provided to the contrary in these Articles or unless the context otherwise requires.

**ARTICLE IV
POWERS**

The powers of the Association will include and be governed by the following:

4.1. General. The Association will have all of the common law and statutory powers of a corporation non-for-profit under the Laws of Florida that are not in conflict with the provisions of these Articles, the Declaration or the By-Laws.

4.2 Enumeration. In addition to, and not in limitation of, the powers described in Section 4.1 above, the Association will have all of the powers and duties set forth in Chapter 617, Florida Statutes, except as limited by these Articles, the By-Laws and the Declaration and all of the powers and duties necessary to perform the duties and obligations relating to the Common Areas in the manner set forth in the Declaration and to exercise such powers, duties and obligations described in the Declaration, as it may be amended from time to time, including, but not limited to, the following:

4.2.1 acquire, own and convey real and personal property;

4.2.2 make, modify and enforce rules and regulations governing the use of the Property, including the Common Areas;

4.2.3 the power to fix, levy, and collect adequate Assessments from the Members and enforce assessments as provided for in the Declaration;

4.2.4 sue and be sued;

4.2.5 contract for services necessary to operate and maintain the Common Areas, tracts and easements and any corresponding infrastructure;

4.2.6 the power to establish and maintain a reserve fund for capital improvements, repairs and replacements; and

4.2.7 take such other actions which the Board deems advisable in order to execute or enforce the provisions of the Declaration or otherwise as permitted by law.

4.3 Distribution of Income. The Association will make no distribution of income to its members, directors or officers and upon dissolution all assets of the Association will be transferred only to another not-for-profit corporation or a public agency.

4.4 Limitation. The Board of Directors and the Officers have the sole authority to exercise the powers of the Association and such powers will be will be exercised consistent with and according to the provisions of these Articles, the Declaration and the By-Laws.

**ARTICLE V
MEMBERS AND VOTING REPRESENTATIVES**

5.1 Membership in the Association. The qualifications for membership and the manner of admission will be as provided by the By-Laws for the Association.

5.2 Voting Rights. The votes of the Members will be cast solely by Neighborhood Voting Representatives, who will have the right to vote only on the Association matters as specifically provided in the By-Laws, these Articles, the Declaration or by applicable law. Members will not have the right to vote on any Association matters except as the same are specifically set forth in the By-Laws, these Articles, the Declaration or by applicable law.

**ARTICLE VI
TERMS OF EXISTENCE**

The Association will have perpetual existence. However, in the event the Association is dissolved for any reason, the Common Areas and corresponding infrastructure, tracts and easements will be conveyed or dedicated to a similar non-profit organization or entity to assure continued maintenance and operation.

**ARTICLE VII
LIABILITY FOR DEBTS**

The Members, officers and directors of the Association will not be liable for the debts of the Association.

**ARTICLE VIII
INCORPORATOR**

The name and address of the incorporator of the Association is as follows:

Robert B. Roop, Vice President
Miromar Development Corporation
10801 Corkscrew Road
Suite 305
Estero, Florida 33928

**ARTICLE IX
BOARD OF DIRECTORS**

8.1 First Directors. The initial Board of Directories of the Association will consist of three (3) members. The names and addresses of the persons who will serve as the initial Board of Directors and who will hold office until their successors are elected and have qualified, as provided in the By-Laws, are as follows:

NAME	ADDRESS
1. Jeff Staner - President	10801 Corkscrew Road, Suite 305 Estero, Florida 33928
2. Tim Byal - Vice President	10801 Corkscrew Road, Suite 305 Estero, Florida 33928
3. Rich Pomeroy - Secretary/Treasurer	10801 Corkscrew Road, Suite 305 Estero, Florida 33928

The method of election or appointment of Directors and terms of office, removal and filing of vacancies will be as set forth in the By-Laws.

8.2 Standards of Conduct. A Director will discharge his or her duties as a Director, including any duties as a member of a Committee in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances and in a manner reasonably believed to be in the best interests of the Association.

8.3 Management and Administration of Association. The Board of Directors will be the persons who will manage the corporate affairs of the Association and are vested with the management authority of it. The Board of Directors will be responsible for the administration of the Association and will have the authority to control the affairs of the Association as set forth in the Declaration and the By-Laws.

ARTICLE X OFFICERS

Officers, as provided for in the By-Laws, will be elected by the Board of Directors of the Association and will serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties of the officers.

ARTICLE XI INDEMNIFICATION

The Association will 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 (collectively "Action"), by reason of the fact that he or she is or was a director, employee, officer or agent of the Association (collectively "Association Person"), against expenses (including reasonable attorneys' fees and all reasonable appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the Association Person in connection with such Action, if the Association Person acted in good faith and in a manner the Association Person reasonably believed to be in, or not opposed to, the best interests of the Association and with respect to any criminal action or proceeding, had no reason to believe the Association Person's conduct was unlawful. The Association will not indemnify any Association Person as to matters to which the Association Person is adjudged in any such Action to be liable for gross negligence or gross misconduct in the performance of the Association Person's duty. The termination of any Action by judgment, order,

settlement, conviction or upon a plea of nolo contendere or its equivalent will not, of itself, create a presumption of gross negligence or gross misconduct. The foregoing right of indemnification will be in addition to any other rights to which an Association Person may be entitled as a matter of law or otherwise.

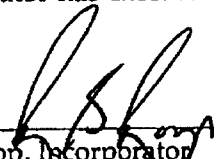
**ARTICLE XII
BY-LAWS**

The first By-Laws of the Association will be adopted by the Board of Directors and may be altered, amended or rescinded by the Directors and Members in the manner provided in the By-Laws and the Declaration. At no time will the By-Laws conflict with these Articles of Incorporation or the Declaration.

**ARTICLE XIII
REGISTERED OFFICE AND AGENT**

The street address of the initial registered office of the Association is 10801 Corkscrew Road, Suite 305, Estero, Florida 33928, and the name of the initial registered agent of the Association at that address is Mark W. Geschwendt.

The Incorporator has executed these Articles of Incorporation on the 11 day of Nov. 2016.



Robert B. Roop, Incorporator

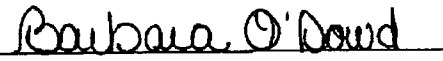
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SECRETARY OF STATE
DIVISION OF REVENUE
2016 NOV 11 PM 2:15

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me, this 11th day of November, 2016, by Robert B. Roop, Incorporator of the University Village Property Owners' Association, Inc. He is personally known to me.



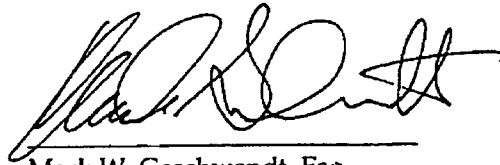
Barbara O'Dowd
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG039498
Expires 10/17/2020



NOTARY PUBLIC
My Commission Expires: 10-17-2020

**ARTICLE XIV
ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT**

Having been named to accept service of process for this Association, at the place designated in the certificate, I accept the appointment and agree to act in this capacity and to comply with the provisions of Chapter 48.091, Florida Statutes, relative to keeping the office of the Association open. The Registered Agent's office is located at 10801 Corkscrew Road, Suite 305, Estero, Florida 33928.



Mark W. Geschwendt, Esq.
Registered Agent

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2016 NOV 14 PM 2:15

EXHIBIT "C"

BY-LAWS

BY-LAWS
OF
UNIVERSITY VILLAGE PROPERTY OWNERS' ASSOCIATION, INC.

University Village Property Owners' Association, Inc., a corporation not-for-profit under the laws of the State of Florida, ("Association") sets forth these By-Laws:

ARTICLE I

Identity

1. **Identity.** These are By-Laws of University Village Property Owners' Association, Inc. ("Association"), a corporation not-for-profit incorporated under the laws of the State of Florida and organized for the purpose of providing an entity to perform the duties and obligations relating to the "Common Areas" of that certain development ("Development") described in the Declaration of Covenants, Conditions and Restrictions for University Village to be recorded in the Public Records of Lee County, Florida ("Declaration") and otherwise to enforce the terms and conditions of the Declaration that are designated as the responsibility of the Association.

1.1.1 **Principal Office.** The principal office of the Association will be at 10801 Corkscrew Road, Suite 305, Estero, Florida 33928, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association will be kept at this principal office.

1.1.2 **Fiscal Year.** The fiscal year of the Association will be a calendar year ending December 31 of each year.

1.1.3 **Seal.** The seal of the Association will bear the name of the corporation, the word "Florida", the words "Corporation Not-For-Profit" and the year of incorporation.

1.1.4 **Definitions.** For convenience, these By-Laws will be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles of Incorporation" or "Articles." The other capitalized terms used in these By-Laws will have the same meaning as those set forth in the Declaration, unless otherwise provided in these By-Laws or unless the context otherwise requires.

ARTICLE II

Membership

2.1 Membership. Declarant will initially be the sole Member of the Association. As Parcels within the Development are sold by the Declarant, the Owners of a Parcel will become Members in the Association. Each Owner accepts such membership and agrees to be bound by the Declaration, the Articles, By-Laws and any rules and regulations adopted by the Association, all as may be amended from time to time. Membership in the Association will not be assignable separate and apart from fee ownership of the Owner's respective portion(s) of the Development. Membership commences upon acquisition and terminates upon sale or transfer of an Owner's interest in a Parcel, whether voluntary or involuntary. The foregoing is not intended to include Mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security for the performance of an obligation will not terminate or otherwise affect an Owner's membership in the Association.

ARTICLE III

Voting Interest and Election of Voting Representative

3.1 Voting Interest. Each Member will have a voting interest based upon the total number of gross acres, or portion of an acre, contained in the Parcel(s) owned by a Member. The square footage of any Improvements upon a Parcel will not be included for purposes of calculating voting interest. Each Member's voting interest will be based upon a fraction, the numerator of which is the gross acres (to the nearest one-hundredth) contained in an Owner's Parcel and the denominator of which is the total gross acres (to the nearest one-hundredth) in the Development.

3.2 Notice of Voting Representatives. Each Member of the Association will give written notice to the Association of the person elected or designated as its voting representative ("Voting Representative"), such notice to be given at or before the first meeting of the Association which the Voting Representative is to attend. Multiple Owners of a Parcel will have only one (1) Voting Representative, it being understood, by way of example, but not limitation, that a Neighborhood Association form of ownership will only have one (1) designated Voting Representative. The Association and all other Voting Representatives (and their constituents) will be entitled to rely on such notices as constituting the authorization of the designated Voting Representative to cast all votes concerning Association matters until such notice is changed, superseded or revoked. When more than one person holds an interest in any Parcel, the Voting Representative for such Parcel will be selected by the Owners themselves and they will advise the Association of who the Voting Representative will be prior to any meeting. This Section 3.2 will be subject to the terms of Section 3.3.

3.3 Restrictions on Voting Rights Before Turnover. The terms of Section 3.2 and Section 3.3 and the voting rights of Members as described in these Articles, will apply only after Declarant ceases to control the Association as provided for in Section 4.1 and Section 4.2 below; provided; however, that Declarant may at any time and from time to time request the vote of Members on certain matters before Declarant ceases to control the Association as provided in Section 5.2 and Section 5.3 below.

ARTICLE IV

Declarant Control

4.1 Control by Declarant. Except to the extent otherwise required by the provisions of the laws of Florida relating to not-for-profit corporations, the Declaration, the By-Laws or the Articles of Incorporation, the powers granted in these Bylaws or otherwise granted to the Association may be exercised by the Board of Directors, acting through the officers of the Association, without any further consent or action on the part of the Members. Declarant will have the right to appoint or remove any member or members of the Board of Directors and any officer or officers of the Association, without the necessity of a vote at an annual meeting, until such time as the first of the following events occur ("Turnover"): (i) the date which is fifty (50) years after the date of the recording of this Declaration; (ii) the date Declarant ceases to own at least one Parcel; or (ii) the surrender by Declarant of the authority to appoint and remove directors and officers of the Association by an express amendment to this Declaration executed and recorded by Declarant. Further, until Turnover, the Declarant will be entitled, as to any matter on which Members other than solely the Declarant are entitled to vote, to cast its regular vote plus two (2) votes for each vote entitled to be cast in the aggregate at any time by Members other than the Declarant.

4.2 Owners Consent and Control. Notwithstanding any other language or provision to the contrary, these Articles, the Declaration or the By-Laws of the Association, Declarant retains the right to appoint and remove any Member or Members of the Board of Directors of the Association as provided in Section 4.1 above. Every grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, agrees that Declarant will have the authority to appoint and remove directors and officers of the Association in accordance with the provisions of this Section 4.2 and the provisions of Section 4.1 above, without the necessity of a vote at any meeting.

Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association pursuant to the provisions of Section 4.1 and this Section 4.2, such right will pass to the Owners, (including Declarant if Declarant then owns one or more Parcels) and a special meeting of the Association will be called within a reasonable time thereafter. At such special meeting the Owners will elect a new Board of Directors which will undertake the responsibilities of the Board of Directors and Declarant will deliver all books, accounts and records, if any, which Declarant has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period and which Declarant has in its possession.

ARTICLE V

Meetings

5. Meetings of Members.

5.1 Annual Meeting. The annual meeting will be held on the date, at the place and at the time determined by the Board of Directors from time to time. There will be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after

the last preceding annual meeting. The purpose of the meeting will be, except as otherwise provided, to elect Directors and to transact any other business authorized to be transacted by the Voting Representatives, or as stated in the notice of the meeting sent in advance to Voting Representatives.

5.2 **Special Meetings.** Special meetings of the Members will be held at such places as provided for annual meetings. Special meetings may be called by a majority of the Board of Directors of the Association or by the Board of Directors upon receipt of a written request from Voting Representatives representing at least twenty-five percent (25%) of the Voting Representatives. The Board will circulate to each Voting Representative at least five (5) days' prior written notice of the subject matter of the special meeting as to which any Voting Representative is entitled to vote. The business conducted at a special meeting will be limited to that business stated in the notice of the meeting.

5.3 **Participation by Voting Representatives.** Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Voting Representatives (but not Parcel Owners) may speak at annual and Special Meetings with reference to all designated agenda items. A Voting Representative does not have the right to speak with respect to items not specifically designated on the agenda, but the Board may permit a Voting Representative to speak on such items in its discretion.

5.4 **Notice of Meeting; Waiver of Notice.** Notice of a meeting of Voting Representatives stating the time and place and the purposes for which the meeting is called will be given by the Board of Directors or an officer designated by the Board. The notice of the annual meeting will be sent by mail to each Voting Representative, unless the Voting Representative has waived in writing the right to receive such notice. The delivery or mailing will be to the address of the Voting Representative as it appears on the Designation of Voting Representative. The mailing of the notice will be effective not less than ten (10) nor more than sixty (60) continuous days prior to the date of the meeting. Proof of mailing of the notice will be given by retention of post office receipts or by affidavit. Notwithstanding the foregoing, the mailing of notice for a Special Meeting may be executed not less than five (5) days nor more than sixty (60) continuous days prior to the date of the meeting.

Notice of specific meetings may be waived before or after the meeting and the attendance of any Voting Representative (or Person authorized to vote for such Voting Representative) will constitute such Voting Representative's waiver of notice of such meeting, except when such Voting Representative's (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

5.5 **Quorum.** A quorum at Members' meetings will be attained by the presence; either in Person or by proxy, of Voting Representatives entitled to cast at least fifty percent (50%) of the voting interests of Voting Representatives at such meeting.

5.6 **Majority Vote.** The acts approved by a majority of the voting interests at a meeting at which a quorum is attained will be binding upon all Parcel Owners and Voting Representatives for all purposes except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, a "majority" will mean having more than fifty percent (50%) of the then total authorized voting interests voting at any meeting at which a quorum will have been attained.

5.7 **Proxies.** A Voting Representative may vote either in person or by a proxy executed in writing by the Voting Representative or his or her authorized attorney-in-fact. Proxies must be filed with the Board at least twenty-four (24) hours before the appointed time of each meeting. Every proxy will be revocable, but no proxy will be valid after the duration of eleven (11) months from the date of such proxy unless otherwise specifically provided in the proxy.

5.8 **Adjourned Meetings.** If any proposed meeting cannot be organized because a quorum has not been attained, the Voting Representatives present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Proxies given for the adjourned meeting will be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

5.9 **Minutes of Meeting.** The minutes of all meetings of Voting Representatives will be kept in a book for inspection by Voting Representatives or their authorized representatives and members of the Board at any reasonable time. The Association will retain these minutes for a period of not less than seven (7) years.

5.10 **Action Without a Meeting.** Any action required or permitted to be taken at any annual or special meeting of Members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, is signed by the Voting Representatives (or Persons authorized to cast the vote of any such Voting Representatives) having not less than the minimum number of voting interests that would be required if a meeting was otherwise held as provided in section 3.17. Within ten (10) days after obtaining any action by written consent, notice will be given to Voting Representatives who have not consented in writing. The notice will fairly summarize the material features of the authorized action.

ARTICLE VI

Board of Directors

6. **Directors.**

6.1 **Function.** All Association powers will be exercised by or under the authority of, and the business and affairs of the Association will be managed under the direction of, the Board of Directors. The Board will have the powers and duties necessary for the administration of the affairs of the Association and may take all such acts and do such things as are permitted by law, the Declaration, the Articles or these By-Laws.

6.2 **Membership.** The affairs of the Association will be governed by a Board of not less than three (3) Directors, the exact number to be determined in the first instance in the Articles and thereafter, except as otherwise provided, from time to time, upon majority vote of the voting interests of the Members. Directors need not be Parcel Owners or Voting Representatives.

6.3 **Election of Directors.** The initial Board will be named by the Incorporator in the Articles. At the first annual meeting of Voting Representatives and at each annual meeting thereafter, the Voting Representatives will elect Directors to hold office.

The election of Directors will be decided by a plurality of those ballots and votes cast for each Director.

6.4 **Vacancies and Removal.** Except as to vacancies resulting from removal of Directors by Voting Representatives, vacancies in the Board of Directors occurring between the annual meetings of Voting Representatives will be filled by a majority vote of the remaining Directors even if less than a quorum. A Director elected to fill a vacancy will hold office only until the next election of Directors by the Voting Representatives.

At any regular or special meeting of the Members called, any Director may be removed, with or without cause, by a majority of the voting interests of the Voting Representatives and a successor may be elected to fill the vacancy at a special meeting called for such purpose.

6.5 **Term.** Except as provided to the contrary in these By-Laws, the term of each Director's service will extend until the next annual meeting of the Members and subsequently until such Director's successor is elected and qualified, or until the Director is removed in the manner provided for in these By-Laws.

6.6 **Meetings.** Meetings of the Board of Directors may be held at such time and place as will be determined, from time to time, by a majority of the Directors. Notice of meetings will be given to each Director, personally or by mail, telephone, fax or email, and will be transmitted at least three days prior to the meeting.

6.7 **Waiver of Notice.** Any Director may waive notice of a meeting before or after the meeting and that waiver will be deemed equivalent to receipt of the notice by such Director. Attendance by any Director at a meeting will constitute a waiver of notice of such meeting, except when such Director's attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

6.8 **Quorum.** A quorum at a Directors' meetings will consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present will constitute the acts of the Board of Directors except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-Laws.

6.9 **Adjourned Meetings.** If at any proposed meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as

required under these By-Laws. At any re-scheduled adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

6.10 **Attendance by Telephone.** Any Director may attend a meeting by telephone if a speakerphone is available at the meeting so that other Directors can hear the Director by telephone and such Director can hear the meeting. Any Director so participating by telephone will be counted toward the quorum and will be entitled to vote by telephone.

6.11 **Joinder in Meeting.** The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting will constitute the approval of that Director of the business conducted at the meeting, but such joinder will not allow the applicable Director to be counted as present for the purpose of determining a quorum or used as a vote for or against the action taken.

6.12 **Minutes of Meetings.** The minutes of all meetings of the Board of Directors will be kept in a book available for inspection by Voting Representatives, or their authorized representatives and members of the Board at any reasonable time. The Association will retain these minutes for a period of not less than seven (7) years.

6.13 **Powers and Duties.** The Board of Directors will have the powers and duties necessary for the administration of the affairs of the Association. The Board may take all acts, through itself or through the proper officers of the Association, in exercising such powers, except such acts which, by law, the Declaration, the Articles or these By-Laws, may not be delegated to the Board of Directors by the Voting Representatives. Such powers and duties of the Board of Directors will include, without limitation, (i) all powers specifically set forth in the Declaration, the Articles and these By-Laws and all powers incidental thereto, and (ii) all other powers of a Florida corporation not-for-profit.

ARTICLE VII

Officers

7.1 **Officers.** The Board of Directors from time to time will elect officers and designate their powers and duties as the Board will deem necessary or appropriate to manage the affairs of the Association, including, but not limited to, a President, Secretary and Treasurer, and, in the discretion of the Board, one or more Vice-Presidents. Officers need not be Directors, Voting Representatives or Parcel Owners. Any officer may be peremptorily removed at any meeting by concurrence of a majority of all the Directors. A Person may hold more than one office.

7.2 **Compensation.** Directors and officers will not receive compensation for their services as such. Directors and officers will be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

7.3 **Resignation and Removals.** Any Director or officer may resign at any time by written resignation, delivered to all of the members of the Board or the President or Secretary of the Association. Such resignation will take effect upon receipt unless a later date is specified in

the resignation, in which event the resignation will be effective from such later date unless withdrawn prior to such date. The acceptance of a resignation will not be required to make it effective.

ARTICLE VIII

Amendments

8.1 **Amendments.** Except as may be provided otherwise in the Declaration or Articles, these By-Laws may be amended in the following manner:

8.2 **Notice.** Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which the proposed amendment is to be considered.

8.3 **Adoption.** A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by a majority of the Voting Representatives of the Association. Directors and Voting Representatives not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the Board at or prior to the meeting. The approvals must be made by not less than a majority of the voting interests of all of the Voting Representatives represented at a meeting at which a quorum has been attained and by not less than two-thirds (2/3rds) of the total votes of the Association.

8.4 **Limitation.** No amendment will be made that is in conflict with the Declaration. During any period in which Declarant owns a Parcel or Improvement, any amendment must be approved by Declarant.

8.5 **Execution and Recording.** A copy of each amendment will be attached to a certificate certifying that the amendment was adopted as an amendment to the By-Laws, which certificate will be executed by the President and attested by the Secretary of the Association.

ARTICLE IX

Miscellaneous

9.1 **Management.** The Association may retain a management company or manager to perform any of its functions. The Board of Directors and/or officers may delegate such authority to the management company or manager as determined to be appropriate by the Board of Directors and/or officers from time to time.

9.2 **Parliamentary Rules.** Robert's Rules of Order (then current edition) will govern the conduct of the Association proceedings when not in conflict with Florida law, the Articles of Incorporation, the Declaration, or these By-Laws, in that order.

9.3 **Construction.** Wherever the context so permits, the singular will include the plural and the plural will include the singular.

9.4 **Captions.** The captions are inserted only as a matter of convenience and for reference and in no way define or limit the scope of these By-Laws or the intent of any provision.

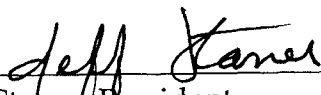
9.5 **Conflicts.** If there are conflicts between the provisions of Florida law, the Declaration, the Articles of Incorporation and/or these By-Laws, the provisions of Florida law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) will prevail.

9.6 **Validity.** If any By-Law, Rule or Regulation is adjudicated to be invalid, such fact will not affect the validity of any other By-Law or Rule or Regulation. Any By-Law or Rule or Regulation that violates law will be interpreted by the Board of Directors to be consistent with law and to the extent possible to maintain the intention of the original By-Law or Rule or Regulation provision.

CERTIFICATION


The foregoing was adopted as the By-Laws of UNIVERSITY VILLAGE PROPERTY OWNERS' ASSOCIATION, INC., a not-for-profit corporation under the laws of the State of Florida, as of the 16th day of November 2017.

Approved:



Jeff Stamer, President

Attest:



Rich Pomefroy, Secretary

UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2023**

**UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2023**

	General Fund	Debt Service Fund	Total Governmental Funds
	<u> </u>	<u> </u>	<u> </u>
ASSETS			
Cash	\$ 119,446	\$ -	\$ 119,446
Accounts receivable	112	-	112
Utility deposit	823	-	823
Investments			
Revenue 2017	-	165	165
Reserve 2017	-	100,992	100,992
Total assets	<u>\$ 120,381</u>	<u>\$ 101,157</u>	<u>\$ 221,538</u>
LIABILITIES			
Liabilities			
Developer advance	<u>\$ 2,070</u>	<u>\$ -</u>	<u>\$ 2,070</u>
Total liabilities	<u>2,070</u>	<u>-</u>	<u>2,070</u>
FUND BALANCES			
Restricted for:			
Debt service	-	101,157	101,157
Unassigned	<u>118,311</u>	<u>-</u>	<u>118,311</u>
Total fund balances	<u>118,311</u>	<u>101,157</u>	<u>219,468</u>
 Total liabilities and fund balances	 <u>\$ 120,381</u>	 <u>\$ 101,157</u>	 <u>\$ 221,538</u>

**UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MARCH 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 63,720	\$ 127,440	50%
Interest and miscellaneous	1	6	-	N/A
Total revenues	<u>1</u>	<u>63,726</u>	<u>127,440</u>	50%
EXPENDITURES				
Professional				
Supervisor fees	-	-	2,150	0%
Management	2,917	17,500	35,000	50%
Audit fees	-	-	5,000	0%
Trustee fees	-	4,246	3,800	112%
Arbitrage rebate calculation	-	-	500	0%
Assessment roll preparation	-	2,500	2,500	100%
Legal	350	525	5,000	11%
Engineering	120	120	5,000	2%
Postage	-	-	100	0%
Insurance	-	5,270	5,550	95%
Legal advertising	-	710	800	89%
Contingencies	22	136	450	30%
Annual district filing fee	-	175	175	100%
ADA website compliance	-	-	210	0%
Website	-	-	705	0%
Total professional	<u>3,409</u>	<u>31,182</u>	<u>66,940</u>	47%
Field operations				
Stormwater				
Maintenance, monitoring & reporting	334	2,002	39,000	5%
Landscape				
Maintenance & sprinkler management	-	4,350	8,000	54%
Miscellaneous	-	-	2,500	0%
Irrigation				
Preventative maintenance & repair	290	560	2,000	28%
Electricity	1,276	6,666	6,500	103%
Streetlighting				
Preventative maintenance & repair	-	-	1,000	0%
Contingencies	-	-	1,500	0%
Total field operations	<u>1,900</u>	<u>13,578</u>	<u>60,500</u>	22%
Total expenditures	<u>5,309</u>	<u>44,760</u>	<u>127,440</u>	35%
Excess/(deficiency) of revenues over/(under) expenditures	(5,308)	18,966	-	
Fund balances - beginning	123,619	99,345	93,781	
Fund balances - ending	<u>\$ 118,311</u>	<u>\$ 118,311</u>	<u>\$ 93,781</u>	

**UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2017
FOR THE PERIOD ENDED MARCH 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Special assessment: off-roll	\$ -	\$ 120,641	\$ 691,383	17%
Interest	3	180	-	N/A
Total revenues	<u>3</u>	<u>120,821</u>	<u>691,383</u>	17%
EXPENDITURES				
Debt service				
Principal	-	-	450,100	0%
Interest	-	120,641	241,283	50%
Total debt service	<u>-</u>	<u>120,641</u>	<u>691,383</u>	17%
Excess/(deficiency) of revenues over/(under) expenditures	3	180	-	
Fund balances - beginning	101,154	100,977	100,938	
Fund balances - ending	<u>\$ 101,157</u>	<u>\$ 101,157</u>	<u>\$ 100,938</u>	

UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

A

DRAFT
MINUTES OF MEETING
UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the University Village Community Development District held a Public Hearing and Regular Meeting on September 8, 2022 at 11:30 a.m., at the offices of Miromar Development Corporation, 10801 Corkscrew Road, Suite 305, Estero, Florida 33928.

Present were:

Jeffery Staner	Vice Chair
Mark Geschwendt	Assistant Secretary
Rick Pomeroy	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Greg Urbancic (via telephone)	District Counsel
Charlie Krebs (via telephone)	District Engineer
Tammy Campbell (via telephone)	McDirmitt Davis

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 11:37 a.m. Supervisors Geschwendt, Staner and Pomeroy were present. Supervisor Byal was not present. One seat was vacant.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Consider Appointment to Fill Unexpired Term of Seat 4; Term Expires November 2022

This item was deferred.

FOURTH ORDER OF BUSINESS

Administration of Oath of Office to Newly Appointed Supervisor (*the following to be provided in a separate package*)

- A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- B. Membership, Obligations and Responsibilities**

43 C. Financial Disclosure Forms

44 I. Form 1: Statement of Financial Interests

45 II. Form 1X: Amendment to Form 1, Statement of Financial Interests

46 III. Form 1F: Final Statement of Financial Interests

47 D. Form 8B: Memorandum of Voting Conflict

48 This item was deferred.

49

50 FIFTH ORDER OF BUSINESS

Acceptance of Resignation of Timothy Byal,
Seat 2 (*Term Expires November 2022*)

51

52

53 On MOTION by Mr. Geschwendt and seconded by Mr. Staner, with all in favor,
54 the resignation of Mr. Timothy Byal from Seat 2, was accepted.

55

56

57 SIXTH ORDER OF BUSINESS

Consider Appointment to Fill Unexpired
Term of Seat 2.

58

59

60 • Administration of Oath of Office to Newly Appointed Supervisor

61 Regarding who can be appointed to the Board, Mr. Adams stated this is a Landowner-
62 elected seat so the only requirement is to be a citizen of the Unites States and Florida resident.

63 This item was deferred.

64

65 SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2022-01,
Designating Certain Officers of the District,
and Providing for an Effective Date

66

67

68

69 Mr. Geschwendt nominated the following slate:

70 Jeff Staner Chair

71 Mark Geschwendt Vice Chair

72 Chesley E. Adams, Jr. Secretary

73 Rich Pomeroy Assistant Secretary

74 Craig Wrathell Assistant Secretary

75 No other nominations were made. Prior appointments by the Board for Treasurer and
76 Assistant Treasurer remain unaffected by this Resolution.

77

78 **On MOTION by Mr. Geschwendt and seconded by Mr. Pomeroy, with all in**
 79 **favor, Resolution 2022-01, Designating Certain Officers of the District, as**
 80 **nominated, and Providing for an Effective Date, was adopted.**

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83 **EIGHTH ORDER OF BUSINESS**

Presentation of Audited Financial Report
for Fiscal Year Ended September 30, 2021;
Prepared by McDirmit Davis

84
85
86
87 Ms. Campbell presented the Audited Financial Report for the Fiscal Year Ended
88 September 30, 2021 and noted the pertinent information. All the opinions were unmodified,
89 which is the best type of opinion the CDD can receive. There were no findings,
90 recommendations, deficiencies in internal control or instances of non-compliance; it was a
91 clean audit.

92
93 **NINTH ORDER OF BUSINESS**

Consideration of Resolution 2022-05,
Hereby Accepting the Audited Financial
Report for the Fiscal Year Ended
September 30, 2021

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98 **On MOTION by Mr. Pomeroy and seconded by Mr. Geschwendt, with all in**
 99 **favor, Resolution 2022-05, Hereby Accepting the Audited Financial Report for**
 100 **the Fiscal Year Ended September 30, 2021, was adopted.**

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102
103 **TENTH ORDER OF BUSINESS**

Public Hearing on Adoption of Fiscal Year
2022/2023 Budget

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106 **A. Proof/Affidavit of Publication**

107 **B. Consideration of Resolution 2022-06, Relating to the Annual Appropriations and**
 108 **Adopting the Budget for the Fiscal Year Beginning October 1, 2022, and Ending**
 109 **September 30, 2023; Authorizing Budget Amendments; and Providing an Effective**
 110 **Date**

111 Mr. Adams stated the proposed Fiscal Year 2023 budget was unchanged from when it
112 was presented in June 2022. Regarding the negative Debt Service Fund balance on Page 4, it is a
113 timing issue, as there are different billing schedules for off-roll and on-roll revenue
114 assessments.

115 Discussion ensued regarding using a portion of fund balance for upcoming projects and
116 identifying areas that should be conveyed to the CDD.

117 Mr. Adams opened the Public Hearing.

118 No members of the public spoke.

119 Mr. Adams closed the Public Hearing.

120

121 **On MOTION by Mr. Geschwendt and seconded by Mr. Pomeroy, with all in**
122 **favor, Resolution 2022-06, Relating to the Annual Appropriations and Adopting**
123 **the Budget for the Fiscal Year Beginning October 1, 2022, and Ending**
124 **September 30, 2023; Authorizing Budget Amendments; and Providing an**
125 **Effective Date, was adopted.**

126

127

128 **ELEVENTH ORDER OF BUSINESS**

Consideration of Resolution 2022-07, Making a
Determination of Benefit and Imposing Special
Assessments for Fiscal Year 2022/2023; Providing
for the Collection and Enforcement of Special
Assessments; Certifying an Assessment Roll;
Providing for Amendments to the Assessment
Roll; Providing a Severability Clause; and
Providing an Effective Date

136

137 A Board Member asked if Accounting corrected the items miscoded to the
138 "Irrigation/Electricity" budget line items in Fiscal Year 2022. Mr. Adams will research to
139 determine if it was actually a miscode issue or just costs increasing. If the amount is correct,
140 funds will have to be transferred for Fiscal Year 2023.

141

142 **On MOTION by Mr. Geschwendt and seconded by Mr. Pomeroy, with all in**
143 **favor, Resolution 2022-07, Making a Determination of Benefit and Imposing**
144 **Special Assessments for Fiscal Year 2022/2023; Providing for the Collection and**
145 **Enforcement of Special Assessments; Certifying an Assessment Roll; Providing**
146 **for Amendments to the Assessment Roll; Providing a Severability Clause; and**
147 **Providing an Effective Date, was adopted.**

148

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150 **TWELFTH ORDER OF BUSINESS**

Acceptance of Unaudited Financial
Statements as of July 31, 2022

151

152

153 Mr. Adams presented the Unaudited Financial Statements as of July 31, 2022. The
154 financials were accepted.

155

156 **THIRTEENTH ORDER OF BUSINESS**

Approval of May 12, 2022 Regular Meeting
Minutes

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On MOTION by Mr. Geschwendt and seconded by Mr. Staner, with all in favor, the May 12, 2022 Regular Meeting Minutes, as presented, were approved.

FOURTEENTH ORDER OF BUSINESS**Staff Reports**

A. District Counsel: *Coleman Yovanovich Koester*

B. District Engineer: *Hole Montes, Inc.*

There were no District Counsel or District Engineer reports.

C. District Manager: *Wrathell, Hunt and Associates, LLC*

- **UPCOMING MEETINGS**

- I. **November 15, 2022 at 11:30 a.m. [Landowners' Meeting]**

Vacant Seats 2 and 3 and Seat 4, currently held by Supervisor Geschwendt, will be up for election.

- II. **May 11, 2023 at 11:30 a.m. [Regular Meeting]**

- **QUORUM CHECK**

FIFTEENTH ORDER OF BUSINESS**Supervisors' Requests**

A Board Member asked if new legislation requiring reserves affects the CDD. Mr. Adams stated there are no requirements for reserves at this time. The Board Member most likely heard about the requirement to complete and submit the 20-Year Stormwater Management Needs Analysis Report, which was already submitted on behalf of the CDD. The CDD, as a governmental entity is be able to fund any improvements simply by issuing debt, at the time of need.

SIXTEENTH ORDER OF BUSINESS**Public Comments**

There were no public comments.

SEVENTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Staner and seconded by Mr. Geschwendt with all in favor, the meeting adjourned at 12:00 p.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

B

DRAFT

**MINUTES OF MEETING
UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

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The University Village Community Development held a Landowners' Meeting on November 15, 2022 at 11:30 a.m., at Miromar Development Corporation, 10801 Corkscrew Road, Suite 305, Estero, Florida 33928.

Present were:

Chuck Adams	District Manager
Jeff Staner	Landowner Representative/Proxy Holder

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 11:40 a.m.

SECOND ORDER OF BUSINESS

Affidavit of Publication

The affidavit of publication was included for informational purposes.

THIRD ORDER OF BUSINESS

Election of a Chair to Conduct Landowners' Meeting

Mr. Adams served as the Chair to conduct the Landowners' Meeting.

FOURTH ORDER OF BUSINESS

Election of Supervisors [Seats 2, 3 & 4]

A. Nominations

Mr. Staner nominated the following:

Seat 3 Mark Geschwendt

No nominations were made for Seats 2 and 4.

No other nominations were made.

B. Casting of Ballots

I. Determine Number of Voting Units Represented

37 A total of 276 voting units were represented.

38 **II. Determine Number of Voting Units Assigned by Proxy**

39 All 276 voting units were assigned by proxy to Mr. Staner, as follows:

40 Dunk Village II LLC 10 voting units

41 Dunk Village LLC 17 voting units

42 Stewart Slough Cattle Company LLC 249 voting units

43 Mr. Staner cast the following votes:

44 Seat 3 Mark Geschwendt 276 votes

45 **C. Ballot Tabulation and Results**

46 Mrs. Adams reported the following ballot tabulation, results and term lengths:

47 Seat 3 Mark Geschwendt 276 votes Four-year Term

48 Mr. Adams stated the Board will need to declare Seats 2 and 4 vacant at a future
49 meeting, identify which of those Seats will have a two-year term and which will have a four-
50 year term, and appoint individuals to fill the unexpired terms.

51

52 **FIFTH ORDER OF BUSINESS**

Landowners' Questions/Comments

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54 There were no Landowners' questions or comments.

55

56 **SIXTH ORDER OF BUSINESS**

Adjournment

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58 The meeting adjourned at 11:43 a.m.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

UNIVERSITY VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

WRATHELL, HUNT & ASSOCIATES LLC.

2300 GLADES RD, #410W
BOCA RATON FL 33431

Lee County FL – Community Development Districts

04/15/2023

NAME OF COMMUNITY DEVELOPMENT DISTRICT	NUMBER OF REGISTERED VOTERS AS OF 04/15/2023
Babcock Ranch	0
Bay Creek	790
Bayside Improvement	3,043
Beach Road Golf Estates	1,302
Brooks I of Bonita Springs	2,240
Brooks II of Bonita Springs	1,516
Coral Bay	0
East Bonita Beach	485
Mediterra	451
Parklands Lee	565
Parklands West	599
River Hall	2,433
River Ridge	1,482
Savanna Lakes	0
Stonewater	76
Stoneybrook	1,776
University Square	0
University Village	0
Verandah East	917
Verandah West	977
Waterford Landing	1,529
WildBlue	721

Send to: Daphne Gillyard gillyardd@whhassociates.com Phone: 561-571-0010

Tammy Lipa – Voice: 239-533-6329
Email: tlipa@lee.vote

UNIVERSITY VILLAGE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

*offices of Miromar Development Corporation, 10801 Corkscrew Road, Suite 305,
Estero, Florida 33928*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
November 15, 2022	Landowners' Meeting	11:30 A.M.
May 11, 2023	Regular Meeting	11:30 A.M.
August 10, 2023	Public Hearing & Regular Meeting	11:30 A.M.