

LPA RESOLUTION 2025-19

A RESOLUTION OF THE FORT MYERS BEACH LOCAL PLANNING AGENCY APPROVING WITH CONDITIONS VARIANCE 20250243, REQUESTING A VARIANCE OF 20 INCHES OR 1.7 FOOT FROM LDC SECTION 34-652 (D), TO ALLOW A 60-INCH-WIDE OR 5-FOOT-WIDE ON-GRADE PATHWAY WHERE A MAXIMUM 40-INCH-WIDE OR 3.3-FOOT-WIDE ON GRADE PATHWAY IS PERMITTED THROUGH A DUNE IN THE ENVIRONMENTALLY CRITICAL ZONING DISTRICT, FOR THE PUBLIC ACCESS EASEMENT (BEACH ACCESS #43) RECORDED FOR THE REAL PROPERTY LOCATED AT 102 ESTERO BOULEVARD; AND PROVIDING FOR OTHER CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article X of the Town Charter of the Town of Fort Myers Beach empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

WHEREAS, Lee County (hereinafter "applicant"), is the owner of the public access easement (Beach Access #43) recorded for the real property located at 102 Estero Boulevard, Fort Myers Beach, Florida (hereinafter "subject property"); and

WHEREAS, the STRAP for the subject property is 24-46-23-W1-02100.00CE, and the legal description for the subject property is attached, see Exhibit "B"; and

WHEREAS, the subject property is located in the "Mixed Residential" and "Recreation" category of the Future Land Use Map of the Comprehensive Plan; and

WHEREAS, the subject property is located in the "Commercial Planned Development" and the "Environmentally Critical" zoning district of the Official Zoning Map of the Town of Fort Myers Beach, Florida; and

WHEREAS, LDC Section 34-652(d), permits maximum one on-grade pathway of up to 40-inches or 3.3-foot-width through a dune per property in the Environmentally Critical (EC) zoning district; and

WHEREAS, the subject property historically supported a 5-foot-wide dune walkover that was destroyed during Hurricane Ian in 2022; and

WHEREAS, the Applicant is requesting a variance of 20 inches or 1.7 feet from LDC Section 34-652 (d), to allow replacement of the previously existing dune walkover with a 60-inch-wide or a 5-foot-wide on-grade pathway where a maximum 40-inch-wide or a 3.3-foot-wide on-grade pathway is permitted through a dune in the Environmentally Critical zoning district; and

WHEREAS, a public hearing on this matter was legally noticed and held before the Local Planning Agency (LPA) on November 12, 2025, and at said hearing the LPA gave full and complete consideration to the request of Applicant, recommendations of staff, the documents in the file, and the testimony of all interested persons, as required by Section 34-87 of the LDC; and

WHEREAS, in accordance with the requirements of LDC Sections 34-84 and 34-87 regarding consideration of eligibility for a variance, the LPA makes the following findings and conclusions:

- A. There are exceptional or extraordinary conditions or circumstances that are inherent to the property in question, and the request is for a de minimis variance under circumstances or conditions where rigid compliance is not essential to protect public policy.
- B. The conditions justifying the variance are not the result of actions of the applicant taken after the adoption of the regulation in question.
- C. The variance granted is the minimum variance that will relieve the applicant of an unreasonable burden caused by the application of the regulation to the property in question.
- D. The granting of the variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
- E. The conditions or circumstances on the specific piece of property for which the variance is sought are not of so general or recurrent a nature as to make it more reasonable and practical to amend the regulation in question.

WHEREAS, eligible members of the LPA voted 6 to 0 by roll call vote to approve with conditions the requested variance with the following conditions:

1. Approval of this variance does not give the Applicant an undeniable right to permit approval. Development or redevelopment of the Property must comply with all applicable requirements of the Fort Myers Beach Comprehensive Plan and LDC in effect at the time of permit approval, except as specifically modified herein.
2. The variance shall only apply to the pathway through dune as shown on the provided site plan. Demolition or substantial damage to the on-grade pathway shall render the variance to be null and void.

3. This variance applies to the proposed on-grade pathway through dune in the subject property only. Any additional modification or additional construction on subject property must comply with all applicable regulations or seek a new variance.

WHEREAS, Ordinance 24-06 amended Section 34-232(d) of the LDC to provide that:

(d) Owner-initiated requests for variances, or required reviews to extend or to provide evidence of satisfaction of conditions contained in prior land use approvals, that are:

- 1) approved by a unanimous vote of the local planning agency members who are eligible to vote, and
- 2) not subject to a request for an additional public hearing before the town council made by anyone that is received by the town clerk within 10 business days after the date of the local planning agency decision, excluding holidays, only require one public hearing before the local planning agency, and the local planning agency decision is final agency action.

IT IS HEREBY RESOLVED BY THE LPA OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AS FOLLOWS:

1. The foregoing “WHEREAS” clauses are adopted herein by reference and constitute the findings and conclusions of the LPA.
2. VAR20250243, with the conditions contained herein, received unanimous approval from eligible voting members of the LPA on November 12, 2025.
3. This Resolution shall constitute the equivalent of a development order and final agency action, subject to any request for an additional review by the Town Council filed with the Town Clerk within 10 business days of the LPA decision as authorized in Section 34-232(d) of the LDC.

The foregoing Resolution was adopted upon a motion by LPA member Dunlap and seconded by LPA member Boan, and upon being put to a vote the result was as follows:

Chair Anita Cereceda	Absent
Vice-Chair Jane Plummer	Aye
Member James Boan	Aye
Member James Dunlap	Aye
Member Douglas Eckmann	Aye
Member John McLean	Aye
Member Don Sudduth	Aye

DULY PASSED AND ADOPTED THIS 12th day of November 2025.

Local Planning Agency of the Town of
Fort Myers Beach



Anita Cereceda (Jan 28, 2026 11:26:35 EST)

By: _____
Anita Cereceda, LPA Chair

ATTEST:



Amy Baker (Jan 29, 2026 14:09:32 EST)

Amy Baker, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:**



N. S. Paich (Jan 27, 2026 10:57:54 EST)

Vose Law Firm, Town Attorney

This Resolution was filed in the Office of the Town Clerk on Jan 29, 2026

EXHIBITS

Exhibit A: Site Plan

Exhibit B: Survey

Exhibit C: Recorded Easement

OWNER

LEE COUNTY
2115 SECOND ST
FORT MYERS, FL 33901
PHONE: (239) 533-2221
FAX: (239) 485-2262

SITE ADDRESS

ESTERO BLVD.
FORT MYERS BEACH, FL 33931

TOTAL PROJECT AREA

0.04 ACRES

BOARD OF COUNTY COMMISSIONERS

KEVIN RUANE	DISTRICT 1
CECIL PENDERGRASS	DISTRICT 2
DAVID MULICKA	DISTRICT 3
BRIAN HAMMAN	DISTRICT 4
MIKE GREENWELL	DISTRICT 5

COUNTY MANAGER

DAVE HARNER

ASSISTANT COUNTY MANAGER

PETER WINTON
CHRISTINE BRADY
GLEN SALYER
MARC MORA
ROBERT CODIE

FACILITIES CONSTRUCTION & MANAGEMENT

EHAB GUIRGUIS, P.E.

CONSTRUCTION PLANS

FOR



Lee County
Southwest Florida

FORT MYERS BEACH ACCESS 43

VARIOUS REPAIRS

FEMA DI : 1291090

FEMA PROJECT # : 702317

SECTION 24, TOWNSHIP 46 S., RANGE 23 E.

LEE COUNTY, FLORIDA

BEACH ACCESS 43



INDEX OF PLANS

SHEET NO.	DESCRIPTION
C01	COVER
C02	GENERAL NOTES & ABBREVIATIONS
C03	AERIAL KEY MAP
C04	FLUCFCS AND SOILS MAPS
C05	EXISTING CONDITIONS AND SITE PLANS

WEILER ENGINEERING CORP.
201 WEST MARION AVENUE SUITE
1306 PUNTA GORDA, FLORIDA 33950
PHONE: (941) 505-1700
FAX: (941) 505-1702



JOHNSON ENGINEERING, LLC
2122 JOHNSON STREET
FORT MYERS, FLORIDA 33901 PHONE:
(239) 334-0046
E.R. #642 & L.B. #642



NOTICE TO ALL CONTRACTORS
IT'S THE LAW IN FLORIDA
2 BUSINESS DAYS BEFORE
YOU DIG
CALL SUNSHINE
1-800-432-4770



REGISTERED PROFESSIONAL ENGINEER
FLORIDA LICENSE NO. 81414

JORDAN LEVI VARBLE, PE

DATE

LOCATION MAP

0 300 600 1200
INTENDED DISPLAY SCALE:
22"X34" PLAN 1"=600'
11"X17" PLAN 1"=1200'

OCTOBER 2025

SHEET NUMBER
C01

ABBREVIATIONS

AC	ACRE
ALT	ALTERNATE
APPROX.	APPROXIMATE
ASE	ASBESTOS
BM	BENCHMARK
BLDG	BUILDING
BOT	BOTTOM
CB	CATCH BASIN
CF	CUBIC FEET
CFM	CUBIC FEET PER MINUTE
CI	CAST IRON
QIP	CAST IRON PIPE
CJ	CONSTRUCTION JOINT
CMP	CORRUGATED METAL PIPE
CO	CLEANOUT
CV	CHECK VALVE
CF	CUBIC FOOT
CY	CUBIC YARD
CL	CENTER LINE
CLG	CAULKING
CLF	CHAIN LINK FENCE
COL	COLUMN, COLOR
CONC	CONCRETE
CONC	CONSTRUCTION
CONT	CONTINUOUS
CONTR	CONTRACTOR
CTRS	CENTERS
CU	COPPER
CU, IN.	CUBIC INCH
DIA.	DIAMETER
DIA6	DIAGONAL
DIM	DIMENSION
DIS.	DISTANCE
DIP	DUCTILE IRON PIPE
DR	DRAINAGE EASEMENT
DWG	DRAWING
E	EAST
EL./LEV	ELEVATION
EQUIP	EQUIPMENT
EROP	ELLIPTICAL REINFORCED CONCRETE PIPE
ESMT	EASEMENT
EX	EXISTING
FF	FINISHED FLOOR
FPE	FINISHED FLOOR ELEVATION
FM	FORCE MAIN
FDC	FIRE DEPARTMENT CONNECTION
FDN	FOUNDATION
FIN	FINISH
FRP	FIBERGLASS REINFORCED PLASTIC
FT	FEET
G	NATURAL GAS
GC	GENERAL CONTRACTOR
GI	GALVANIZED IRON
GPW	GALLONS PER MINUTE
GV	GATE VALVE
GA	GAUGE
GAL	GALLON
GALV	GALVANIZED
GR	GRADE
HDPE	HIGH DENSITY POLYETHYLENE
HOR	HORIZONTAL
HVC	HYDRANT
ID	INSIDE DIAMETER
IDD	IONA DRAINAGE DISTRICT
INV	INVERT
IRR	IRRIGATION
LAE	LAKE ACCESS EASEMENT
LOC	LEE COUNTY UTILITY EASEMENT
LF	LINEAL FEET
LME	LAKE MAINTENANCE TRACT
LMT	LAKE MAINTENANCE TRACT
MGD	MILLION GALLONS PER DAY
MH	MANHOLE
MJ	MECHANICAL JOINT
MAX	MAXIMUM
MECH	MECHANICAL
MES	MITERED END SECTION
MFR	MANUFACTURER
MIN	MINIMUM
MISC	MISCELLANEOUS
N	NORTH
NE	NORTHEAST
NW	NORTHWEST
NPW	NON POTABLE WATER
NTS	NOT TO SCALE
NUN/#	NUMBER
NON	NOMINAL
NG	NATURAL GAS
OC	ON CENTERS
OCEW	ON CENTER EACH WAY
OD	OUTSIDE DIAMETER
PCF	POUNDS PER CUBIC FOOT
PSF	POUNDS PER SQUARE FOOT
PV	PLUG VALVE
PSI	POUNDS PER SQUARE INCH
PVC	POLYVINYL CHLORIDE
POLY, PE	POLYETHYLENE
PAVT	PAVEMENT
PC	POINT OF CURVATURE
PGL	PROPOSED GRADE LINE
PL	PROPERTY LINE
PLB	PLYWOOD
PLWD	PLYWOOD
PW	POTABLE WATER
PT	POINT OF TANGENCY
PUE	PUBLIC UTILITY EASEMENT
PVI	POINT OF VERTICAL INTERSECTION
QUAN	QUANTITY
R	RADIUS
RD	ROAD
RCF	REINFORCED CONCRETE PIPE
RCDD	REQUIRED
ROW	RIGHT OF WAY
RU	REUSE LINE
R/W	RIGHT OF WAY
S	SOUTH
SE	SOUTHEAST
SW	SOUTHWEST
SS	SANITARY SEWER
SA	SANITARY
SCD	SCHEDULE
SECT	SECTION
SEW	SEWER
SH	SHEET
SPEC	SPECIFICATION
SQ	SQUARE
ST	STREET
STA	STATION
STL	STEEL
STD	STANDARD
SUR	SURFACE
SYM	SYMMETRICAL
TOE	TOE OF SLOPE
TOB	TOP OF BANK
THK	THICK
TEL	TELEPHONE
TEMP	TEMPERATURE
TRANS	TRANSFORMER
TYP	TYPICAL
UE	UTILITY EASEMENT
VERT	VERTICAL
W	WATER
WM	WATER MAIN
W/	WITH
W/O	WITHOUT
WD	WOOD
WT	WEIGHT
WV	WATER VALVE
WH	WALL HYDRANT

SYMBOLS

	GATE VALVE		IRRIGATION SERVICE (DOUBLE)
	TEE ASSEMBLY		IRRIGATION SERVICE (SINGLE)
	REDUCER		SEWER SERVICE (DOUBLE)
	BLOW OFF		SEWER SERVICE (SINGLE)
	FIRE HYDRANT		WATER SERVICE (DOUBLE)
	FIRE HYDRANT ASSEMBLY W/ GATE VALVE		WATER SERVICE (SINGLE)
	MITERED END SECTION		HEADWALL
	MAN-HOLE W/ NUMBER		DRAINAGE INLET (SEE PLAN FOR TYPES)
	PLUG VALVE		THROAT INLET
			FLARED END SECTION

HATCH PATTERNS

	WETLAND		EXISTING LAKE TO BE FILLED
	UPLAND BUFFER		PROPOSED LAKE
	UPLAND PRESERVE		LITTORAL SHELF AREA
	INDIGENOUS AREA		COMPENSATING LITTORAL PLANTING AREA
	NATURAL AREA		RIPRAP / GRAVEL
	FILTER MARSH		BRICK PAVERS
	EXISTING LAKE		

NOTE:
HATCH PATTERNS ARE FOR ILLUSTRATIVE PURPOSES ONLY. ACTUAL HATCH PATTERNS ON DRAWING MAY VARY IN SCALE & ANGLE

LINETYPES

	EXISTING	PROPOSED
RIGHT-OF-WAY LINE	---	---
CENTER LINE	---	---
LAKE MAINTENANCE EASEMENT	---	---
PUBLIC UTILITY EASEMENT	---	---
DRAINAGE EASEMENT	---	---
WETLAND BOUNDARY	---	---
FORCE MAIN	---	---
SANITARY SEWER	---	---
WATER MAIN	---	---
IRRIGATION MAIN	---	---
RE-USE MAIN	---	---
PERIMETER BERM	---	---
FENCE LINE	---	---
SILT FENCE	---	---
BULKHEAD	---	---
STRUCTURAL BUFFER	---	---

GENERAL NOTES:

1. ELEVATIONS REFERENCE TO NAVD 1988. CONVERSION TO NGVD 1929 IS: NAVD 1988 + 1.18 = NGVD 1929.

- THE GENERAL NOTES MUST BE PART OF THIS ENTIRE DOCUMENT PACKAGE AND ARE PART OF THE CONTRACT DOCUMENTS. THE GENERAL NOTES ARE REFERENCED HEREIN AND MUST BE REFERRED TO BY THE CONTRACTOR. THE CONTRACTOR MUST BE FAMILIAR WITH AND ACKNOWLEDGE FAMILIARITY WITH ALL THE GENERAL NOTES AND ALL OF THE PLANS SPECIFICATION NOTES.
- CONTRACTOR MUST VERIFY ALL DIMENSIONS INCLUDED WITHIN THE PLAN SET AND SHOULD NOT SCALE OFF THE DRAWINGS DUE TO POTENTIAL PRINTING INACCURACIES. ALL DIMENSIONS ARE TO BE CHECKED AND CONFIRMED BY THE GENERAL CONTRACTOR PRIOR TO PREPARATION OF SHOP DRAWINGS, FABRICATION/ORDERING OF PARTS AND MATERIALS AND START OF SITE WORK.
- JOHNSON ENGINEERING, LLC. IS NOT RESPONSIBLE FOR AND HAVE NO CONTRACTUAL LEGAL OR OTHER RESPONSIBILITIES FOR JOB SITE SAFETY, JOB SITE SUPERVISION, OR ANYTHING RELATED TO THE SAME. JOHNSON ENGINEERING, INC. IS NOT RESPONSIBLE TO IDENTIFY OR REPORT ANY JOB SITE SAFETY ISSUES OR ANY JOB SITE CONDITIONS, AT ANY TIME.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, STANDARD PLANS (LATEST EDITION), LEE COUNTY DEVELOPMENT STANDARDS AND SPECIFICATIONS AND LEE COUNTY UTILITIES REQUIREMENTS.
- CONTRACTOR SHALL RETAIN, ON THE WORK SITE, COPIES OF ANY PERMITS NECESSARY FOR CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY REQUIRED TREE REMOVAL PERMITS.
- THE SITE CONTRACTOR SHALL BECOME FAMILIAR WITH THE GEOTECHNICAL REPORT IF ONE WAS PREPARED. THE CONTRACTOR SHALL COMPLY WITH ALL THE SITE PREPARATION AND OTHER SITE RELATED ITEMS, RECOMMENDATIONS AND PROCEDURES.
- CONTRACTOR ACKNOWLEDGES THAT CONSTRUCTION SITE IS WITHIN A PUBLIC USE AREA AND SHALL MAINTAIN A SAFE AND SECURE WORK AREA.
- CONTRACTOR IS REQUIRED TO OBTAIN FROM THE ENGINEER AND OWNER WRITTEN APPROVAL FOR ANY DEVIATIONS FROM THE PLANS AND/OR SPECIFICATIONS.
- EXISTING OFF-SITE DRAINAGE PATTERNS SHALL BE MAINTAINED DURING CONSTRUCTION.
- ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHOULD NOTIFY THE OWNER/ENGINEER WITHOUT DELAY.
- THE LOCATION OF EXISTING UTILITIES, PAVEMENT, VEGETATION, AND MISCELLANEOUS IMPROVEMENTS ARE APPROXIMATE ONLY. THE EXACT LOCATIONS SHALL BE FIELD VERIFIED BY THE CONTRACTOR.
- CONTRACTOR SHALL NOTIFY THE LEE COUNTY DIVISION OF DEVELOPMENT REVIEW A MINIMUM OF 72 HOURS PRIOR TO ALL REQUIRED INSPECTIONS.
- CONTRACTOR TO PROVIDE SILT FENCE AND OTHER APPROPRIATE MEASURES TO AFFECT THE FILTRATION OF SURFACE WATER FLOWS AND TO PROVIDE EROSION PROTECTION DURING CONSTRUCTION ACTIVITIES. PROTECTION IS TO BE MAINTAINED DURING THE CONSTRUCTION PERIOD UNTIL DISTURBED SOILS HAVE BEEN STABILIZED WITH VEGETATION OR SUITABLE EROSION PROTECTION TREATMENT.
- DURING CONSTRUCTION, GRATE INLET AND JUNCTION BOX OPENINGS SHALL BE COVERED WITH FILTER FABRIC (MIRAF 140N OR APPROVED EQUAL) TO PREVENT DEBRIS AND FILL FROM FALLING INTO THE INLET.
- CONTRACTOR SHALL USE DESIGNATED CONSTRUCTION ENTRANCES FOR EMPLOYEES AND DELIVERY OF MATERIALS.
- ALL CONSTRUCTION DEBRIS AND OTHER WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH APPLICABLE REGULATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE SITE IS CLEAN ONCE CONSTRUCTION IS FINISHED.
- CONTRACTOR SHALL PROMPTLY REPORT ALL FIELD CHANGES TO THE ENGINEER.
- THE CONTRACTOR SHALL ACCURATELY PLOT THE LOCATIONS AND DEPTHS OF ALL IMPROVEMENTS INSTALLED ON A FINAL SET OF RECORDED DRAWINGS WHICH SHALL BE DELIVERED TO THE ENGINEER.
- CONTRACTOR SHALL INCORPORATE BEST MANAGEMENT PRACTICES TO PREVENT CONSTRUCTION DEBRIS, DUST, AND OTHER MATERIALS FROM LEAVING THE IMMEDIATE WORK AREA AND ENTERING LOCAL WATERS. THIS INCLUDES TURBIDITY CONTROLS AND MONITORING FOR IN-WATER WORK AND OTHER LAND-DISTURBING ACTIVITIES. TURBIDITY CONTROLS AND MONITORING SHALL BE IN ACCORDANCE WITH PROJECT PERMITS.
- ALL PILES SHALL ACHIEVE EMBEDMENT AS SHOWN IN PLANS.
- CONSTRUCTION OF BOARDWALK DESIGN MAY REQUIRE MINOR GRADING BY CONTRACTOR TO ACHIEVE DESIRED GRADES. CONTRACTOR MUST RECEIVE WRITTEN APPROVAL FROM ENGINEER PRIOR TO GRADING COMMENCEMENT.
- UNLESS OTHERWISE NOTED, PILES SHALL BE INSTALLED IN THE SAME LOCATIONS AS PREVIOUS PILES TO MINIMIZE ENVIRONMENTAL IMPACT.
- REMOVAL OF VEGETATION SHALL ONLY BE ALLOWED WITHIN BOARDWALK LIMITS. REMOVAL OF VEGETATION OUTSIDE BOARDWALK LIMITS SHALL REQUIRE PRIOR APPROVAL FROM COUNTY OR ENGINEER.
- ALL CONSTRUCTION MATERIALS SHALL BE PER PLAN DETAILS.
- ALL PILES SHALL BE CUT OFF BELOW DECK. WATERPROOF PILE TOPS WITH DENSO 35 TAPE.
- BEVEL TOP EDGE OF STANCHIONS, RAILS, AND DECKING TO REMOVE SHARP EDGES AND SPLINTERS.
- CONTRACTOR SHALL ENSURE RAILING IS FREE OF BURRS AND SHARP EDGES.
- CONTRACTOR SHALL CONDUCT CLEANUP ON A DAILY BASIS.

SITE DEMOLITION:

- ANY SITE DEMOLITION IS BASED ON AVAILABLE INFORMATION PROVIDED TO ENGINEER AND MAY NOT COVER ALL ASPECTS OF THE PROJECT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COVER ALL EXISTING INFRASTRUCTURE TO BE REMOVED IN THEIR DEMOLITION BUDGET.
- CONTRACTOR SHALL SUBMIT VERIFICATION OF COMPLIANCE THAT ALL DEMOLITION DEBRIS IS DISPOSED OF IN A MANNER CONSISTENT WITH FDEP REGULATIONS.

EXISTING UTILITY NOTE:

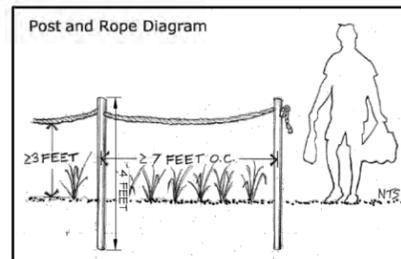
- CONTRACTOR TO CONTACT "SUNSHINE 811" FOR LOCATES TWO BUSINESS DAYS BEFORE YOU DIG, 1-800-432-4770. STATE, COUNTIES, AND CITIES ARE NOT PART OF THE ONE CALL SYSTEM, THEY MUST BE CALLED INDIVIDUALLY.

ACCESSIBILITY DESIGN GUIDELINES:

- ALL ACCESSIBLE (A.K.A. ADA) COMPONENTS AND ACCESSIBLE ROUTES MUST BE CONSTRUCTED TO MEET, AT A MINIMUM THE MOST STRINGENT OF: (A) THE REQUIREMENTS OF THE "AMERICANS WITH DISABILITIES ACT" (ADA) CODE (42 U.S.C. § 12101 ET SEQ. AND 42 U.S.C. § 4151 ET SEQ.); AND (B) ANY APPLICABLE LOCAL AND STATE GUIDELINES AND ANY AND ALL AMENDMENTS TO BOTH, WHICH ARE IN EFFECT AT THE TIME OF CONSTRUCTION.

CONDITIONS FOR WORKING AROUND ANIMALS:

- CONTRACTOR SHALL COMPLY WITH THE STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE, REVISED AUGUST 2013 DOCUMENT.



POST & ROPE DETAIL

N.T.S.
PER FDEP CCCL POST AND ROPE GUIDELINES

SILT FENCE DETAIL:

STATE OF FLORIDA E&SC DESIGNER & REVIEWER MANUAL, LATEST EDITION: JULY 2013

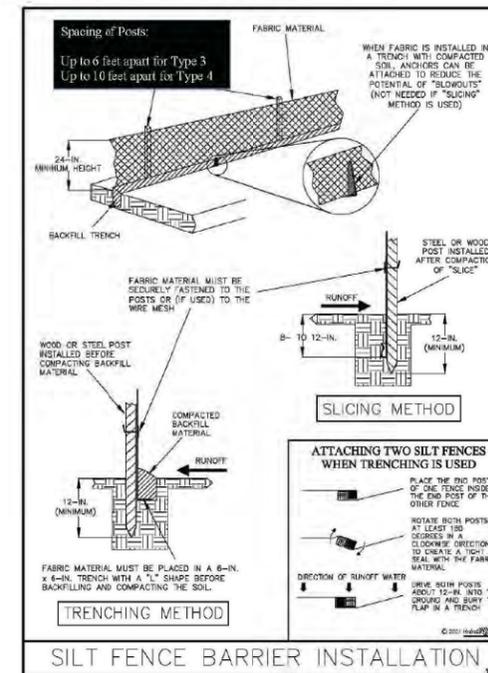


Figure V-2: Illustration of a Silt Fence Barrier

V-7

— An Apex Company —
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2122 JOHNSON STREET
FORT MYERS, FLORIDA 33901
PHONE: (239) 334-0046
E.R. #642 & L.B. #642

WEILER ENGINEERING CORPORATION
WEC
ALL ABOUT CONCRETE

WEILER ENGINEERING CORP.
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JORDAN LEVI, VARIABLE, P.E.
FL License No. 81414



FORT MYERS BEACH
ACCESS 43
VARIOUS REPAIRS
LEE COUNTY, FLORIDA

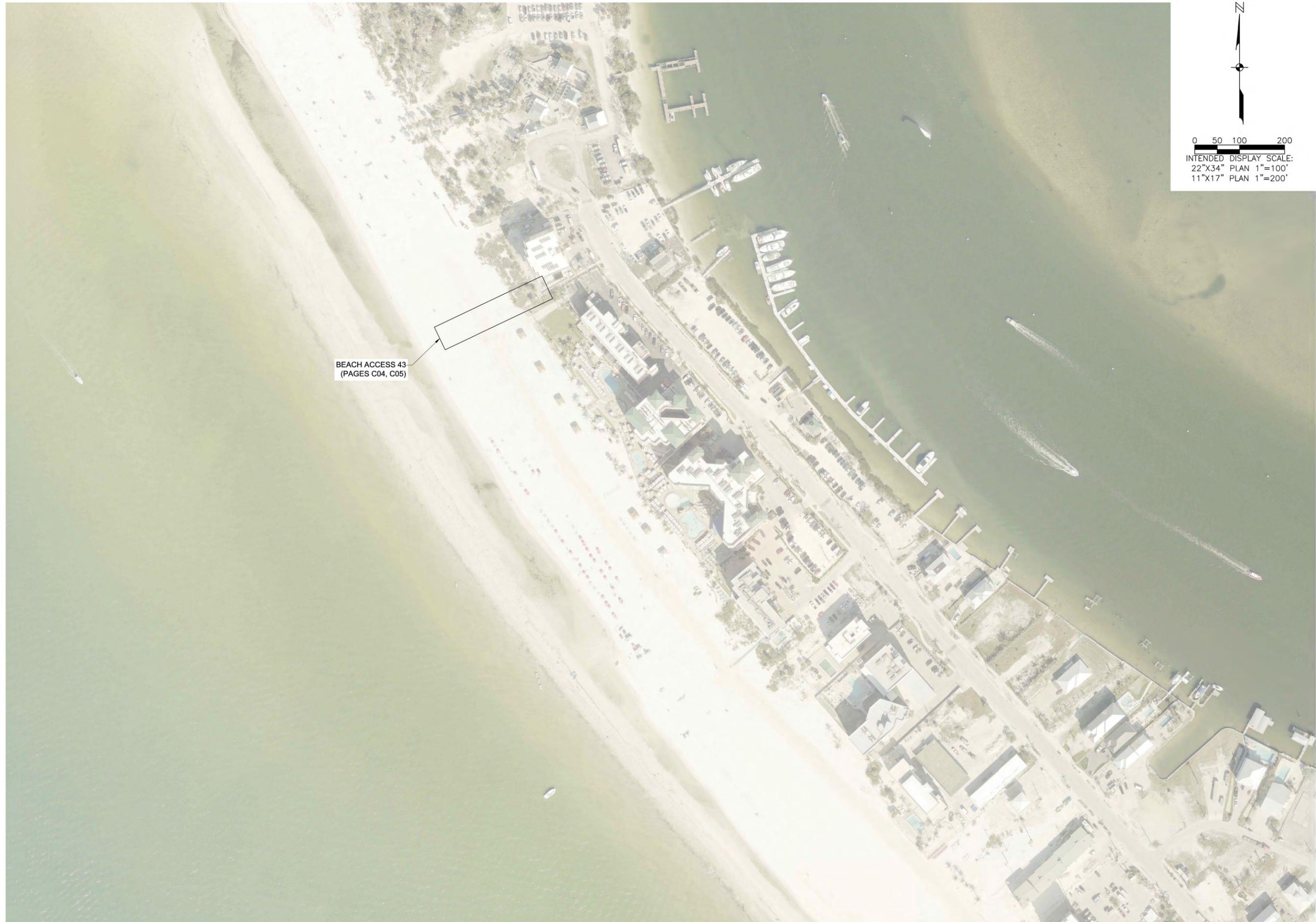
NO.	REVISIONS DESCRIPTION	DATE

DATE: OCTOBER 2025
PROJECT NO. 20236180-000
FILE NO. 24-46-23
SCALE: AS SHOWN

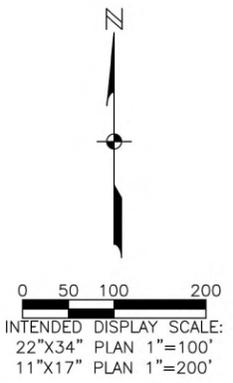
GENERAL NOTES & ABBREVIATIONS

SHEET NUMBER

C02



BEACH ACCESS 43
(PAGES C04, C05)



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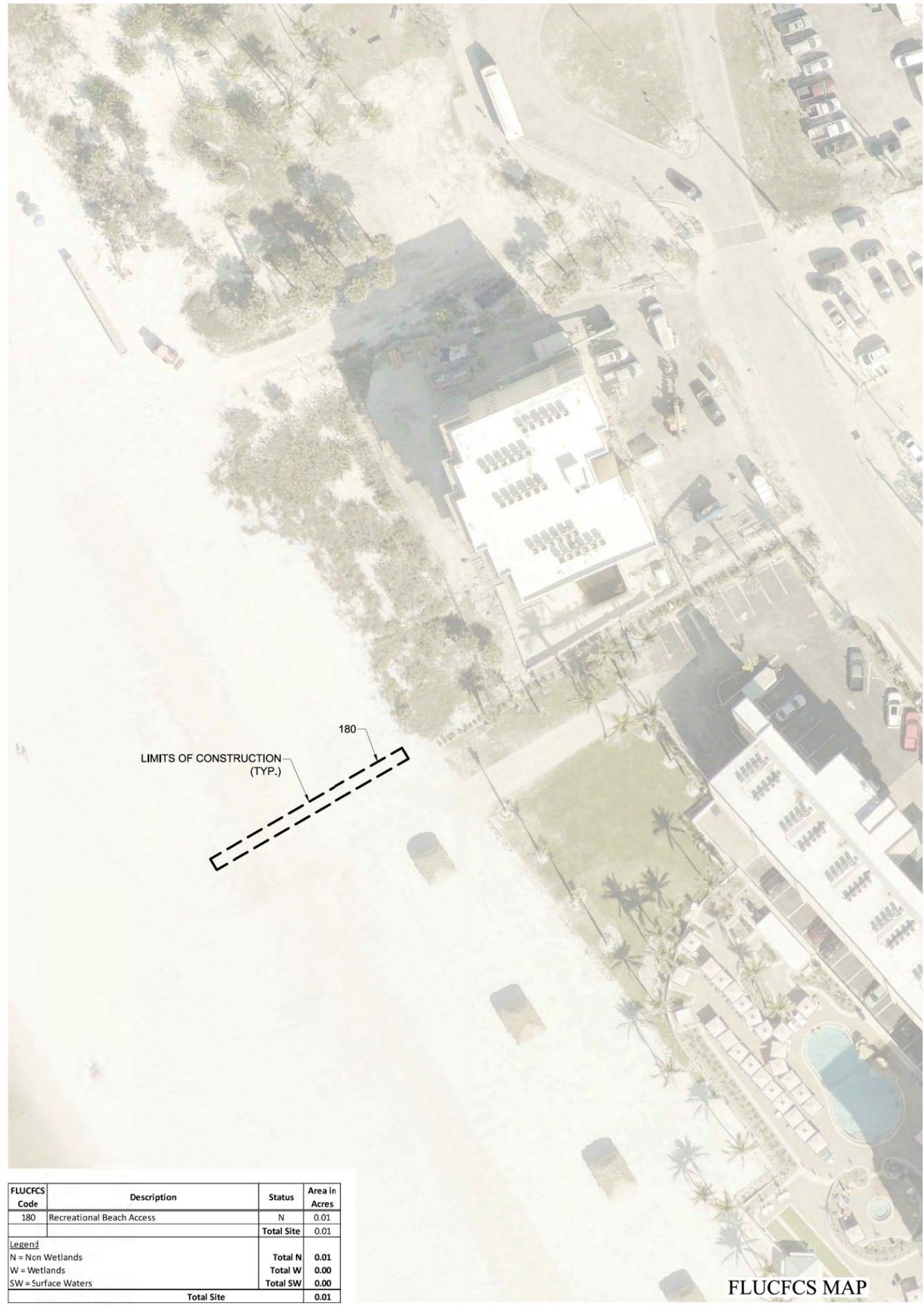
**FORT MYERS BEACH
ACCESS 43
VARIOUS REPAIRS
LEE COUNTY, FLORIDA**

NO.	DESCRIPTION	DATE

DATE: OCTOBER 2025
PROJECT NO. 20236180-000
FILE NO. 24-46-23
SCALE: AS SHOWN

AERIAL KEY MAP

SHEET NUMBER
C03

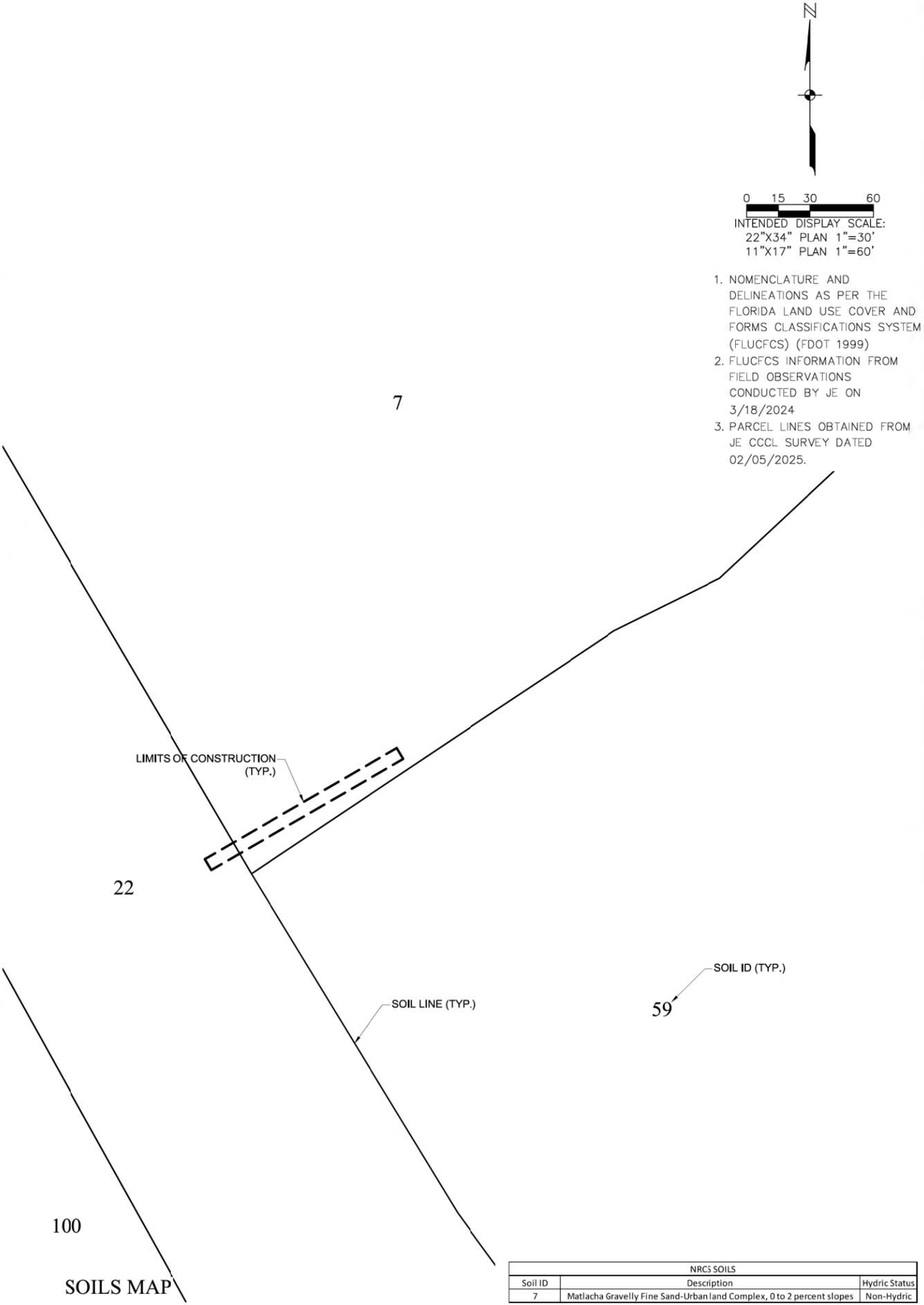


FLUCFCS Code	Description	Status	Area in Acres
180	Recreational Beach Access	N	0.01
Total Site			0.01

Legend		Total N	Total W	Total SW
N	= Non Wetlands	0.01	0.00	0.00
W	= Wetlands			
SW	= Surface Waters			
Total Site		0.01	0.00	0.00

FLUCFCS MAP

\\ftms01\drawings\2023\20236180-000\Engineering\Drawings\DO\Fort Myers Beach\236180-007 SOILS.dwg (C05 FLUCFCS AND SOILS MAP) Alex.Kerr Oct 16, 2025 - 9:31am AERIAL PHOTOGRAPH SOURCE: LEE COUNTY - FLIGHT YEAR 2025



NRCS SOILS		
Soil ID	Description	Hydric Status
7	Matlacha Gravelly Fine Sand-Urbanland Complex, 0 to 2 percent slopes	Non-Hydric

SOILS MAP



0 15 30 60
 INTENDED DISPLAY SCALE:
 22"X34" PLAN 1"=30'
 11"X17" PLAN 1"=60'

1. NOMENCLATURE AND DELINEATIONS AS PER THE FLORIDA LAND USE COVER AND FORMS CLASSIFICATIONS SYSTEM (FLUCFCS) (FDOT 1999)
2. FLUCFCS INFORMATION FROM FIELD OBSERVATIONS CONDUCTED BY JE ON 3/18/2024
3. PARCEL LINES OBTAINED FROM JE CCCL SURVEY DATED 02/05/2025.

JOHNSON ENGINEERING
 — An Apex Company —
 JOHNSON ENGINEERING, LLC.
 2122 JOHNSON STREET
 FORT MYERS, FLORIDA 33901
 PHONE: (239) 334-0046
 E.R. #642 & L.B. #642

WEILER ENGINEERING CORPORATION
 WEILER ENGINEERING CORP.
 201 WEST MARION AVENUE SUITE
 1306 PUNTA GORDA, FLORIDA 33950
 PHONE: (941) 505-1700
 FAX: (941) 505-1702

JORDAN LEVI, VARBLE, PE
 FL License No. 81414



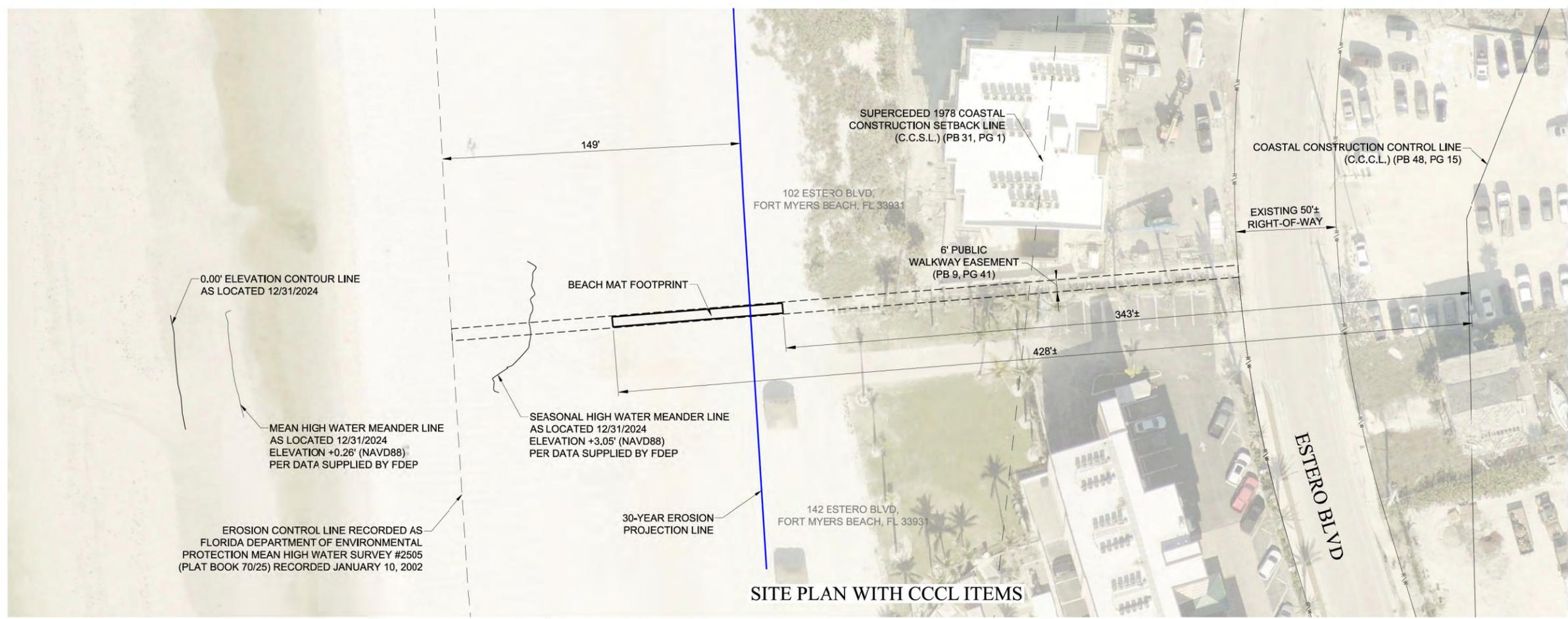
**FORT MYERS BEACH
 ACCESS 43
 VARIOUS REPAIRS
 LEE COUNTY, FLORIDA**

NO.	DESCRIPTION	DATE

DATE: OCTOBER 2025
 PROJECT NO. 20236180-000
 FILE NO. 24-46-23
 SCALE: AS SHOWN

FLUCFCS AND SOILS MAP

SHEET NUMBER
C04



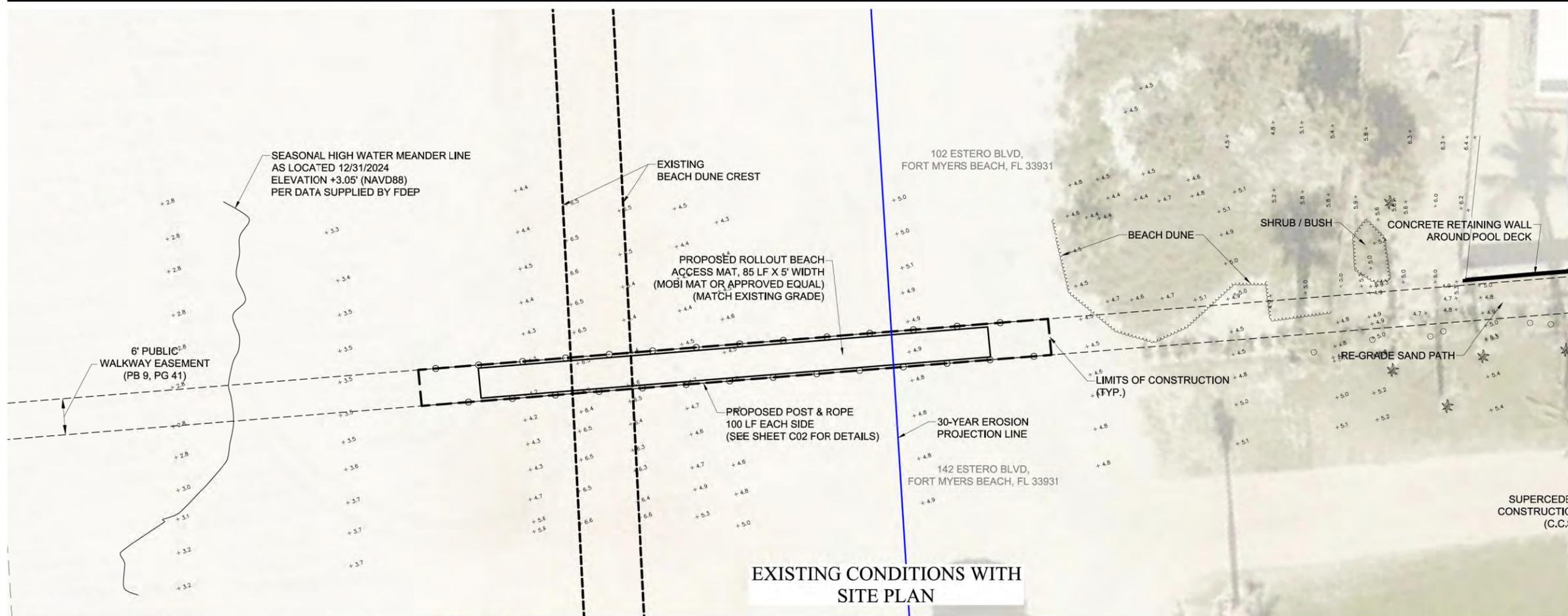
SITE PLAN WITH CCCL ITEMS

1. ELEVATIONS REFERENCE TO NAVD 1988. CONVERSION TO NGVD 1929 IS: NAVD 1988 + 1.18 = NGVD 1929.
2. PARCEL LINES OBTAINED FROM JE CCCL SURVEY DATED 02/05/2025.
3. CONTRACTOR MAY STAGE EQUIPMENT WITHIN LIMITS OF CONSTRUCTION, PROVIDED EXISTING VEGETATION IS PROTECTED.
4. CONTRACTOR SHALL NOT DISRUPT TRAFFIC ON ESTERO BLVD.

JORDAN LEVI, VARBLE, PE
FL License No. 81414



FORT MYERS BEACH
ACCESS 43
VARIOUS REPAIRS
LEE COUNTY, FLORIDA



EXISTING CONDITIONS WITH SITE PLAN

- INTENDED DISPLAY SCALE:
22"x34" PLAN 1"=10'
11"x17" PLAN 1"=20'
- | LEGEND | |
|--------|----------------|
| | EXISTING GRADE |
| | PROPOSED GRADE |

NO.	REVISIONS DESCRIPTION	DATE

DATE: OCTOBER 2025
PROJECT NO. 20236180-000
FILE NO. 24-46-23
SCALE: AS SHOWN

EXISTING CONDITIONS AND SITE PLAN

SHEET NUMBER
C05

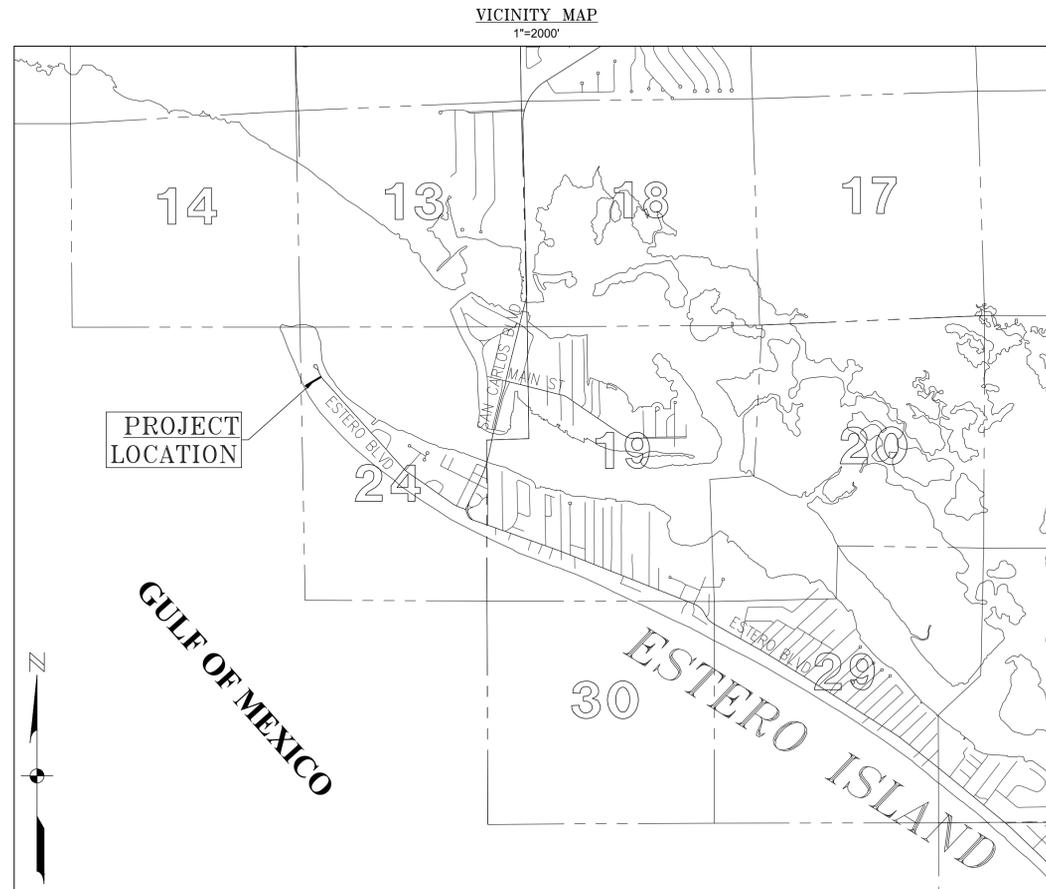
BOUNDARY, TOPOGRAPHIC, AND MEAN HIGH WATER LINE SURVEY FOR FORT MYERS BEACH ACCESS #43 ISLAND SHORES CLUB SECTION SUBDIVISION SECTION 24, TOWNSHIP 46 SOUTH, RANGE 23 EAST CITY OF FORT MYERS BEACH, LEE COUNTY, FLORIDA

LEE COUNTY

NOTES:

1. DATE OF LAST FIELDWORK: DECEMBER 31, 2024.
2. SURVEYED PARCEL HAS NO PHYSICAL ADDRESS AND LIES BETWEEN 102 AND 142 ESTERO BLVD, FORT MYERS BEACH, FL 33931
3. BEARINGS SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011 (NAD83/2011), WHEREIN THE MEASURED BEARING BETWEEN FOUND ORIGINAL COASTAL CONSTRUCTION MONUMENTS "A25A" AND "A37A" BEARS SOUTH 49°13'01" EAST.
4. COORDINATES SHOWN HEREON ARE IN UNITS OF U.S. SURVEY FEET AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM (NAD83/2011) FOR THE WEST ZONE OF FLORIDA AND WERE ESTABLISHED UTILIZING TRIMBLE RTK GPS REDUNDANT OBSERVATION PROCEDURES FROM A FIXED BASE STATION OF KNOWN GEODETIC POSITION AND A REDUNDANT CHECK TO A FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) COASTAL CONSTRUCTION SURVEY MONUMENT OF KNOWN GEODETIC POSITION. THE BASE STATION USED IS PART OF THE TRIMBLE VRS NOW NETWORK (VRS). THE BASE STATION AND SURVEY MONUMENT HAVE THE RECORD POSITION LISTED BELOW:

STATION	LATITUDE	LONGITUDE	STATE PLANE COORDINATES (FT)	
FTMY(VRS)	N26°38'20.41934"	W81°52'25.49756"	N 837,971.29060	E 697,406.83738
FDEP COASTAL CONSTRUCTION MONUMENT "A25A"	N26°27'10.3174"	W81°57'18.7055"	N 770,294.918	E 670,825.675
5. ELEVATIONS SHOWN HEREON ARE IN FEET RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), AND ARE BASED ON A CLOSED LEVEL LOOP ORIGINATING FROM NATIONAL GEODETIC SURVEY (NGS) BENCHMARK 872 5366 F (PID AD7852) HAVING A PUBLISHED ELEVATION OF +22.60.
6. THE EROSION CONTROL LINE RECORDED IN PLAT BOOK 56, PAGE 33 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA IS THE BOUNDARY BETWEEN THE GULF OF MEXICO (STATE OF FLORIDA) AND THE EASEMENT INTEREST OF THE SUBJECT PARCEL (LEE COUNTY, FLORIDA).
7. THE LOCATION OF THE MEAN HIGH WATER LINE WAS DETERMINED BY USING THE MEAN HIGH WATER ELEVATION OF +0.26 FEET NAVD88, AS PROVIDED BY STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PER TIDAL WATER SURVEY APPROVAL LETTER DATED 4/17/2024 AND WAS LOCATED FOR COASTAL CONSTRUCTION PURPOSES.
8. THIS SURVEY COMPLIES WITH THE REQUIREMENTS FOR SURVEYS PER CHAPTER 62B-33.0081, FLORIDA ADMINISTRATIVE CODE.
9. THE SURVEYED PARCEL LIES IN F.E.M.A. FLOOD ZONE VE, HAVING A BASE FLOOD ELEVATION OF (+13'), (+14'), AND (+15') ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD RATE MAP (F.I.R.M.) PANEL NUMBER 12071C0554G WITH AN EFFECTIVE DATE OR NOVEMBER 17, 2022.
10. THIS SURVEY MEETS THE ACCURACY STANDARDS OF AN URBAN SURVEY (1:7,500)
11. THE LOCATION OF THE 1990 COASTAL CONSTRUCTION WAS BASED ON FOUND ORIGINAL MONUMENTS "A25A" AND "A37A" PER THE PLAT RECORDED IN PLAT BOOK 48, PAGES 15 THROUGH 34, OF THE PUBLIC RECORDS OF LEE COUNTY FLORIDA.
12. THE LOCATION OF THE 1978 COASTAL CONSTRUCTION SETBACK LINE WAS BASED ON FOUND ORIGINAL MONUMENTS PER THE PLAT RECORDED IN PLAT BOOK 31, PAGES 1 THROUGH 21, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
13. SUBSTANTIAL VISIBLE IMPROVEMENTS OTHER THAN THOSE SHOWN, NOT LOCATED. UNDERGROUND IMPROVEMENTS, ENCROACHMENTS AND/OR FOUNDATIONS WERE NOT LOCATED UNLESS OTHERWISE NOTED.
14. THIS SURVEY DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
15. NO ENVIRONMENTAL ASSESSMENT OR AUDIT WAS PERFORMED ON THE SURVEYED PARCEL BY THIS FIRM.
16. THIS SURVEY DOES NOT PURPORT TO DELINEATE THE REGULATORY JURISDICTION OF ANY FEDERAL, STATE OR LOCAL AGENCY.
17. THIS SURVEY DOES NOT DETERMINE PROPERTY OWNERSHIP OR PROPERTY RIGHTS. THIS SURVEY LOCATED THE BOUNDARY IN ACCORDANCE WITH AND IN RELATION TO THE LEGAL DESCRIPTION.
18. ADDITIONS OR DELETIONS TO THIS SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.
19. AREA OF SURVEYED PARCEL IS 2,359 SQUARE FEET OR 0.05 ACRES, MORE OR LESS.
20. THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. A TITLE COMMITMENT AND/OR ABSTRACT OF TITLE WAS NOT PROVIDED TO THE SURVEYOR.
21. AERIAL PHOTOGRAPHY SHOWN HEREON WAS OBTAINED FROM LEE COUNTY AND IS DATED 2024. IT IS INCLUDED FOR ORIENTATION PURPOSES ONLY.



0 1000 2000 4000
(INTENDED DISPLAY SCALE: 1"=2000')

PROPERTY OWNER: LEE COUNTY

DESCRIPTION
(FORT MYERS BEACH ACCESS #43)
PUBLIC WALKWAY EASEMENT BEING THE NORTHERLY 3 FEET OF LOT 42 AND THE SOUTHERLY 3 FEET OF LOT 43, ISLAND SHORES CLUB SECTION, PLAT BOOK 9, PAGE 41 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

"FORT MYERS BEACH ACCESS #43"

PORTION OF LOTS 43 AND 44
ISLAND SHORES CLUB SECTION
(PLAT BOOK 9, PAGE 41)

PUBLIC RECORDS OF LEE COUNTY, FLORIDA
SECTION 24, TOWNSHIP 46 SOUTH, RANGE 23 EAST
CITY OF FORT MYERS BEACH, LEE COUNTY, FLORIDA

REVISIONS

DATE	DESCRIPTION
5/14/2024	CHANGES TO BEACH DUE TO CONSTRUCTION
12/31/24	CHANGES TO BEACH TOPOGRAPHY

THIS MEAN HIGH WATER LINE SURVEY COMPLIES WITH CHAPTER 177, PART II, FLORIDA STATUTES.

THIS SURVEY IS ONLY FOR THE BENEFIT OF:

**LEE COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

NO OTHER PERSON OR ENTITY MAY RELY ON THIS SURVEY.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

DATE:	4/1/2024
PROJECT NO.	20236180-000
FILE NO.	24-46-23
SCALE:	AS SHOWN

COVER SHEET

SHEET NUMBER

1 OF 3

THIS SURVEY HAS BEEN DIGITALLY SIGNED BY:
RICHARD G. DANIELS (FOR THE FIRM L.B. #642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 7229
ON THE DATE ADJACENT TO THE SEAL.

THIS CERTIFICATION IS TO THE DATE OF LAST FIELD WORK AS SHOWN IN NOTE 1 AND NOT THE SIGNATURE DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED, AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

REVISIONS

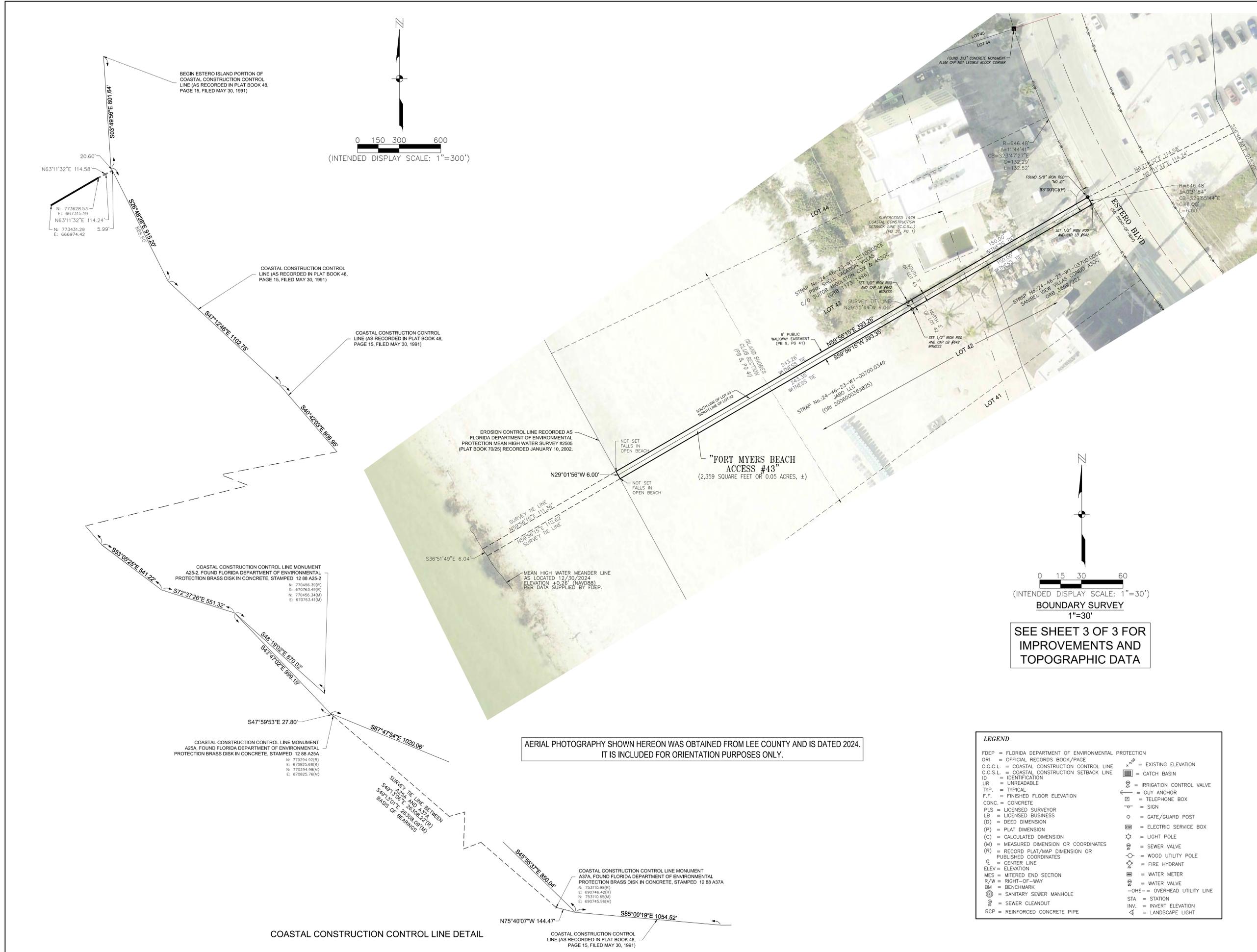
DATE	DESCRIPTION
5/14/2024	CHANGES TO BEACH DUE TO CONSTRUCTION
12/31/24	CHANGES TO BEACH TOPOGRAPHY

DATE: 4/1/24
PROJECT NO. 20236180-000
FILE NO. 31-47-25
SCALE: AS SHOWN

C.C.C.L. DETAIL AND BOUNDARY SURVEY

SHEET NUMBER

2 OF 3



COASTAL CONSTRUCTION SURVEY LINE DETAIL

AERIAL PHOTOGRAPHY SHOWN HEREON WAS OBTAINED FROM LEE COUNTY AND IS DATED 2024.
IT IS INCLUDED FOR ORIENTATION PURPOSES ONLY.

SEE SHEET 3 OF 3 FOR
IMPROVEMENTS AND
TOPOGRAPHIC DATA

LEGEND

FDEP = FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	OR = EXISTING ELEVATION
ORI = OFFICIAL RECORDS BOOK/PAGE	CB = CATCH BASIN
C.C.C.L. = COASTAL CONSTRUCTION CONTROL LINE	ICV = IRRIGATION CONTROL VALVE
C.C.S.L. = COASTAL CONSTRUCTION SETBACK LINE	GA = GUY ANCHOR
ID = IDENTIFICATION	TEB = TELEPHONE BOX
UR = UNREADABLE	S = SIGN
TYP. = TYPICAL	GP = GATE/GUARD POST
F.F. = FINISHED FLOOR ELEVATION	ESB = ELECTRIC SERVICE BOX
CONC. = CONCRETE	LP = LIGHT POLE
PLS = LICENSED SURVEYOR	SV = SEWER VALVE
LB = LICENSED BUSINESS	WUP = WOOD UTILITY POLE
(D) = DEED DIMENSION	FH = FIRE HYDRANT
(P) = PLAT DIMENSION	WM = WATER METER
(C) = CALCULATED DIMENSION	WV = WATER VALVE
(M) = MEASURED DIMENSION OR COORDINATES	OHU = OVERHEAD UTILITY LINE
(R) = RECORD PLAT/MAP DIMENSION OR PUBLISHED COORDINATES	STA = STATION
CL = CENTER LINE	INV. = INVERT ELEVATION
ELEV = ELEVATION	LL = LANDSCAPE LIGHT
MES = MITERED END SECTION	
R/W = RIGHT-OF-WAY	
BM = BENCHMARK	
SM = SANITARY SEWER MANHOLE	
SC = SEWER CLEANOUT	
RCP = REINFORCED CONCRETE PIPE	

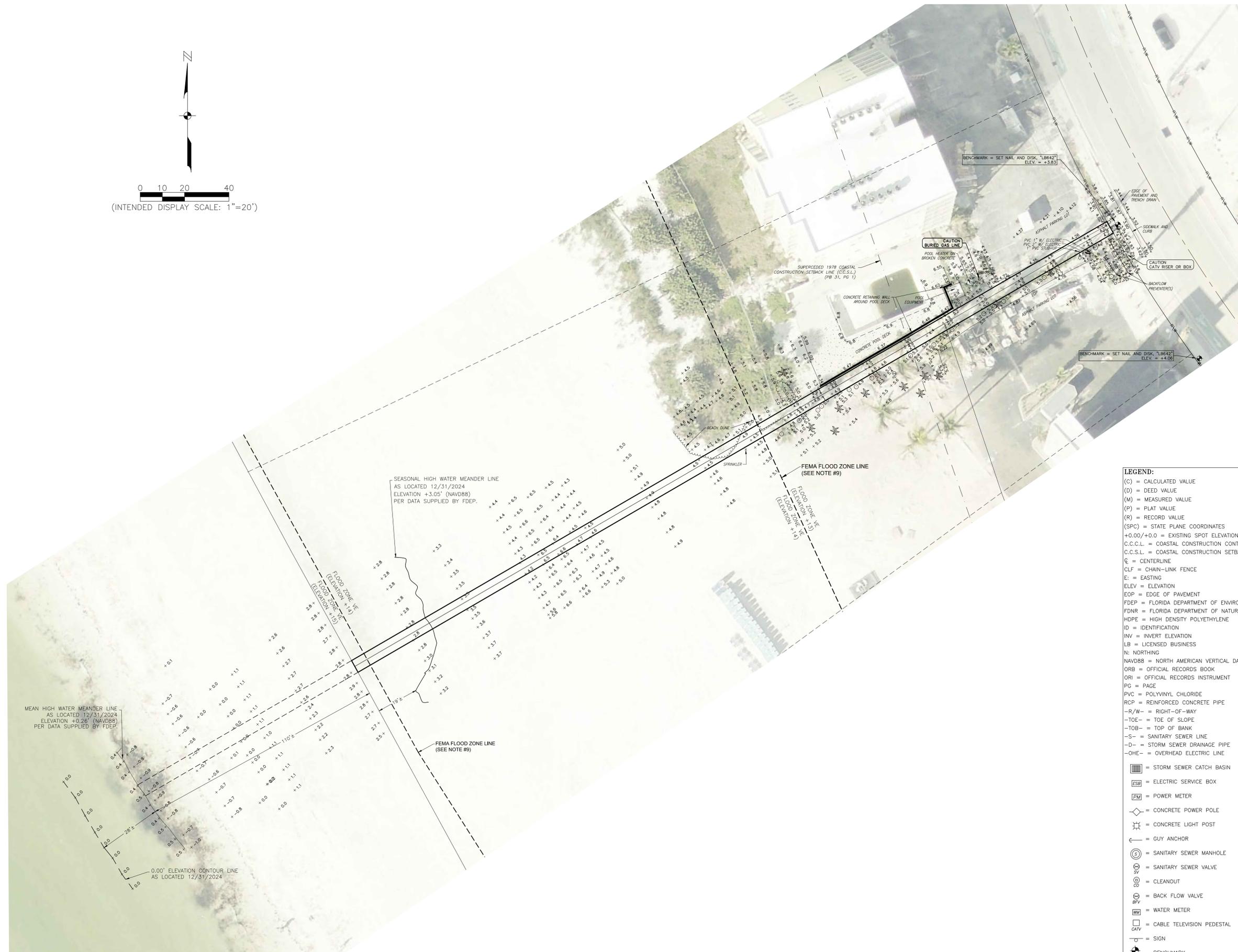
REVISIONS

DATE	DESCRIPTION
5/14/2024	CHANGES TO BEACH DUE TO CONSTRUCTION
12/31/24	CHANGES TO BEACH TOPOGRAPHY

DATE: 4/1/24
PROJECT NO. 20236180-000
FILE NO. 31-47-25
SCALE: 1"=20'

TOPOGRAPHIC DETAIL

SHEET NUMBER



LEGEND:

- (C) = CALCULATED VALUE
- (D) = DEED VALUE
- (M) = MEASURED VALUE
- (P) = PLAT VALUE
- (R) = RECORD VALUE
- (SPC) = STATE PLANE COORDINATES
- +0.00/+0.0 = EXISTING SPOT ELEVATION
- C.C.C.L. = COASTAL CONSTRUCTION CONTROL LINE
- C.C.S.L. = COASTAL CONSTRUCTION SETBACK LINE
- CL = CENTERLINE
- CLF = CHAIN-LINK FENCE
- E = EASTING
- ELEV = ELEVATION
- EOP = EDGE OF PAVEMENT
- FDEP = FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
- FDNR = FLORIDA DEPARTMENT OF NATURAL RESOURCES
- HDPE = HIGH DENSITY POLYETHYLENE
- ID = IDENTIFICATION
- INV = INVERT ELEVATION
- LB = LICENSED BUSINESS
- N: NORTHING
- NAVD88 = NORTH AMERICAN VERTICAL DATUM OF 1988
- ORB = OFFICIAL RECORDS BOOK
- ORI = OFFICIAL RECORDS INSTRUMENT
- PG = PAGE
- PVC = POLYVINYL CHLORIDE
- RCP = REINFORCED CONCRETE PIPE
- R/W- = RIGHT-OF-WAY
- TOE- = TOE OF SLOPE
- TOB- = TOP OF BANK
- S- = SANITARY SEWER LINE
- D- = STORM SEWER DRAINAGE PIPE
- OHE- = OVERHEAD ELECTRIC LINE

- [Symbol] = STORM SEWER CATCH BASIN
- [Symbol] = ELECTRIC SERVICE BOX
- [Symbol] = POWER METER
- [Symbol] = CONCRETE POWER POLE
- [Symbol] = CONCRETE LIGHT POST
- [Symbol] = GUY ANCHOR
- [Symbol] = SANITARY SEWER MANHOLE
- [Symbol] = SANITARY SEWER VALVE
- [Symbol] = CLEANOUT
- [Symbol] = BACK FLOW VALVE
- [Symbol] = WATER METER
- [Symbol] = CABLE TELEVISION PEDESTAL
- [Symbol] = SIGN
- [Symbol] = BENCHMARK
- [Symbol] = PALM TREE

AERIAL PHOTOGRAPHY SHOWN HEREON WAS OBTAINED FROM LEE COUNTY AND IS DATED 2024. IT IS INCLUDED FOR ORIENTATION PURPOSES ONLY.

CONDOMINIUM DECLARATION
OF
PINK SHELL VACATION VILLAS, A CONDOMINIUM
Fort Myers Beach, Florida

THIS CONDOMINIUM DECLARATION, made and executed this day of 1976, by Pink Shell, Inc., a Florida corporation, hereinafter called the Developer, for itself, its successors, grantees and assigns, and the said Developer does submit the condominium property as hereinafter defined and described to condominium ownership upon the terms and conditions hereinafter set forth.

DEFINITIONS

DEFINITION OF TERMS USED IN CONDOMINIUM DECLARATION. As used herein or elsewhere in the condominium documents, unless otherwise provided, the terms used shall be defined as herein provided:

a. Assessment. Assessment means a share of the fund required for the payment of common expenses which from time to time are assessed against the unit owner.

b. Association. Association shall mean Pink Shell Vacation Villa Condominium Association, Inc., which shall be responsible for the operation of the condominium as may be otherwise herein provided.

c. Common Element. Common element shall include the tangible or intangible personal property required for the maintenance and operation of the condominium together with all other elements necessary for the common maintenance, safety and welfare of the condominium owners.

d. Common Expense. Common expenses means those expenses for which unit owners are liable to the Association, including but not limited to expenses of administration, maintenance and operation, repair and replacement of common elements and such other expenses as may be declared expenses either by this declaration or by the manager or the Association.

e. Common Surplus. Common surplus means the excess of receipts of the Association including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of the common expenses.

f. Condominium Property. Condominium property means and includes the land of a condominium and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

g. Unit Owner. Unit owner or owner of the unit means owner of a condominium parcel or unit in fee simple or any other interest in real property recognized by law.

h. Condominium Documents. Condominium documents shall include this declaration together with By-Laws attached hereto as Exhibit "A", Plot Plan which is attached hereto as Exhibit "B" and herein referred to as Plot Plan, Rules and Regulations of Pink Shell Vacation Villas Condominium Association, Inc., which are attached hereto as Exhibit "C" and Form of Warranty Deed attached hereto as Exhibit "D". Articles of Incorporation of Pink Shell Vacation Villas Condominium Association, Inc. are hereto attached as Exhibit "E".

1. STATEMENT OF CONDOMINIUM SUBMISSION. Pink Shell, Inc. a Florida corporation, herewith submits the following described property to condominium ownership in accordance with Florida Statutes, Chapter 711. This property is located on Fort Myers Beach in Lee County, Florida, more particularly described as follows:

Lots 43 and 44 Island Shores Club Section, all per plat in Plat Book 9, Page 41, Public Records of Lee County, Florida.

Together with an easement for ingress and egress to the sewage treatment plant, drainfield and sewage lines and for maintenance thereof over and across the following described real property:

Lots 38 and 39, Block D, Island Shores Club Section, per map or plat thereof filed and recorded in Plat Book 9, Page 41, Public Records of Lee County, Florida, as the said sewage plant, drainfields and sewage lines are actually constructed or placed thereon.

Together with the right to use the sewage treatment plant, drainfield and sewage lines located thereon, subject to the requirement of maintenance thereof by the association. Said easement and the right to use the improvements located thereon shall cease and terminate upon the county installing a central sewer system and all units in the condominium connecting to such sewer system. The developer reserves the right to use the said Lots 38 and 39 in any manner not inconsistent with the above described easement.

2. CONDOMINIUM NAME. The name by which this condominium is to be identified shall be Pink Shell Vacation Villas, a Condominium.

3. UNIT IDENTIFICATION. The identification of each unit shall be by number, and the same shall be as indicated on the Plot Plan which is attached hereto as Exhibit "B", and a part of this Condominium Declaration by reference, and hereinafter called the Plot Plan.

4. SURVEY AND GRAPHIC DESCRIPTION. A Survey of the land submitted herewith to condominium ownership and a Plot Plan describing each unit, the common elements, the limited common elements, and their relative location and their approximate dimensions is attached hereto as Exhibit "B".

5. OWNERSHIP OF UNITS. The Developer has provided thirty (30) units which shall be transferred by deed to unit owners. These units are subject to private ownership and the term "owner" shall include an owner of one or more of the thirty (30) living units which are a part of the condominium.

6. OWNERSHIP OF COMMON ELEMENTS. The ownership of common elements as may be herein described, and as the same are designated to each unit in a portion of this Condominium Declaration, are the percentage of ownership allocated to each unit as follows:

One/Thirtieth (1/30)

7. VOTING RIGHTS, SHARING OF COMMON EXPENSES, AND OWNING COMMON SURPLUS. There shall be one (1) vote for each unit or a total of thirty (30) possible votes. The sharing of the common expenses and the ownership of the common surplus shall be distributed equally among the thirty (30) units which comprise the condominium.

8. BYLAWS. The Bylaws shall be the Bylaws of the Association which are attached hereto as an exhibit and made a part hereof by reference including any amendments thereto, hereafter adopted as therein provided.

9. UNITS. Units are those cubicles of space, together with all improvements constructed therein, as are further identified and described in the Plot Plan, which is attached as Exhibit "B" to this Condominium Declaration, the boundaries of which units shall be as follows:

A. Boundaries: Each Unit shall be bounded as to both horizontal

and vertical boundaries as below defined, whether the same exist now or are created by construction, settlement or movement of the building, or permissible repairs, reconstruction or alterations. Said boundaries are intended to be as follows and shall be determined in the following manner:

a. Horizontal Boundaries: The upper and lower boundaries of the units shall be:

i. Upper Boundary. The underside of the finished undecorated ceiling of the unit, extended to meet the vertical boundaries.

ii. Lower Boundary. The upperside of the finished undecorated surface of the floor of the unit, extended to meet the vertical boundaries.

b. Vertical Boundaries: The vertical boundaries shall be the finished interior undecorated surfaces of the perimeter walls of the unit as shown on the Surveyor plans and the interior surfaces of the unit's windows and doors that abut the exterior of the building or common areas. The vertical boundaries of the units shall include the interior surfaces of the screens of the balcony, serving that unit, extended to the horizontal boundaries.

B. Exclusive Use: Each unit owner shall have the exclusive use of his unit.

C. Appurtenances: The ownership of each unit shall include, and there shall pass with each unit as appurtenances thereto whether or not separately described, all of the rights, title and interest including but not to be limited to:

a. Common Elements. An undivided one/thirtieth (1/30th) share of the common elements.

b. Automobile Parking Space. (For private passenger automobile only) - the privilege of using one unassigned parking space within the area designated on the plat for parking.

c. Easements. For the benefit of the unit.

d. Association Membership and interest in funds and assets held by the Association.

e. Provided, however, that such appurtenances shall be subject to the easements for the benefit of other units and the Association.

Easement to Air Space: The appurtenances shall include an exclusive easement for the use of the air occupied by the unit as it exists at any particular time and as the unit may be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

Cross Easements: The appurtenances shall include the following easements from each unit owner to each other unit owner.

a. Ingress and Egress. Easements through the common areas for ingress and egress.

b. Maintenance, Repair and Replacement. Easements through the units and common elements for maintenance, repair and replacement of the units and common elements. Such access to the units shall be only during reasonable hours except that access may be had at any time in case of emergency.

c. Support. Every portion of a unit contributing to the support of the unit building shall be burdened with an easement of support for the benefit of all other units and common elements in the building.

d. Utilities. Easements through the units and other common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the units and the common

elements; provided, however, that such easements through a unit shall be only according to the plans and specifications for the unit building or as the building is constructed unless approved in writing by the unit owner.

10. MAINTENANCE RESPONSIBILITY. The owner of a unit shall have the responsibility to maintain, repair, and replace all matters and things relating to the interior of the premises owned by him and shall keep said premises in such manner as to cause no damage or nuisance to other owners in the building and shall specifically refrain from making any changes in appearances or otherwise to the exterior of the unit. The Association shall be responsible for the maintenance, repair, and improvement of the building exteriors in the manner and method as may be herein set forth or as may be set by the Bylaws of the Association.

11. ASSESSMENT. Assessments against owners shall be made by the Board of Administration of the Association, and shall be borne by the owners on a pro-rata basis, and on the same basis as their percentage of ownership of the entire condominium as the same exists at the time of said assessment.

12. ADMINISTRATION AND MANAGEMENT OF CONDOMINIUM. The administration and management of the condominium units, limited common elements, and of the common elements and the providing of utilities as may be designated shall be by the condominium Association, who shall have by and through its officers and administrators, such powers, authority, and responsibilities as are vested in the officers and directors of a corporation not for profit under the laws of the State of Florida, and provided for in the Bylaws which are attached hereto as Exhibit "A". The Association shall have authority to enter into management agreements through its officers.

When unit owners other than the Developer own fifteen (15%) percent or more of the units which will be operated ultimately by the Association, these unit owners other than the Developer shall be entitled to elect not less than one-third (1/3rd) of the members of the Board of Administration of the Association.

Unit owners other than the Developer shall be entitled to elect not less than a majority of the Board of Administration of the Association within a time period not to exceed three (3) years after sales by the Developer have been closed on at least fifty (50%) percent of the units which will be operated ultimately by the Association or not less than three (3) months after sales have been closed by the Developer of ninety (90%) percent of the units that will be operated ultimately by the Association, or when all the units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business whichever shall first occur.

The Developer shall be entitled to elect at least one (1) member of the Board of Administration of the Association as long as the Developer holds for sale in the ordinary course of business any units in the condominium operated by the Association.

13. INSURANCE. Insurance upon the common elements and the entire condominium improvements, exclusive of tangible personal property of unit owners or improvements placed within the condominium units by the owners thereof, including maximum flood insurance, fire, wind and extended coverage, shall be maintained by the Association, or the Developer, in the event the Association shall not have been activated, in an amount not less than their full insurable value for Pink Shell Vacation Villas, a Condominium. As herein provided, Association shall mean the Developer in the event the Association shall not have been activated. Said insurance shall be purchased for the benefit of the owners and their respective mortgagees, grantees, assignees, and others claiming interest, as their interest may appear. The Association shall maintain public liability insurance as the same relates to the common elements in an amount not less than Fifty Thousand

(\$50,000.00) Dollars property damage, Three Hundred Thousand (\$300,000.00) Dollars per person, and Five Hundred Thousand (\$500,000.00) Dollars per accident. The responsibility for maintaining insurance for personal property and personal liability, public liability as the same relates to the interior of the respective apartments, shall be that of the owner. In the event of loss, by fire or other casualty, covering property Other than that which the individual owner is responsible for, the proceeds of any such insurance shall be paid to the Beach First National Bank, Fort Myers Beach, Florida, as Insurance Trustee, or such other bank or trustee as may be designated by the Association. In the event of partial destruction of the common elements or improvements insured by the Association, the premises shall be reconstructed or repaired, unless the members of the Association shall, at a meeting called for such purpose, determine that such reconstruction shall not be completed and the action shall be approved by all financing institution mortgage or lienholders holding outstanding liens against condominium units. In the event of total destruction, the same shall not be reconstructed or repaired unless at a meeting of the Association called within one hundred twenty (120) days after such occurrence or casualty, the owners of more than seventy five (75%) percent of the condominium unit owners shall vote in favor of such reconstruction or repair. The Insurance Trustee may rely upon a certificate of the Association, through one of its executive officers, to determine whether or not damaged property is to be reconstructed or repaired. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an owner shall be paid by the Insurance Trustee to the owner, or if there is a mortgage endorsement as to such unit, then to the unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the owners who own the damaged units, and against all owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against owners for damage to units shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements and shall be payable to the Insurance Trustee for disbursement.

14. CONDOMINIUM MEMBERSHIP. There is herewith established the condominium Association which is or shall be incorporated as a corporation not for profit pursuant to the laws of the State of Florida. The members shall be comprised of all owners of units. Membership in the Association shall be established by the recordation in the Public Records of Lee County, Florida, of a deed in fee title or other estate of ownership to the respective unit. Upon such recordation, the membership of prior unit owners shall be terminated. When the administration, management, and control of the units and common elements shall be vested in the Association as provided by the Act, and such authority and powers as granted to a corporation not for profit under the laws of the State of Florida, the Association shall be governed by the Bylaws as are attached hereto and marked Exhibit "A", or as amended. The resident agent of the Association for service of process shall be Robert C. Davis, Sr., a resident of the State of Florida, and whose address is 250 Estero Boulevard, Fort Myers Beach, Florida 33931, until his successor shall be designated by the Association.

16. ASSOCIATION FUNCTIONS. The operation of the condominium shall be by the Association which shall be called Pink Shell Vacation Villas Condominium Association, Inc., a corporation not for profit. This Association shall operate through its Board of Administration. The Board of Administration shall elect officers for the Association. All officers and directors of the Association shall have a fiduciary relationship to the unit owners.

A. The Association shall act through its officers and shall have the capacity to contract, sue and be sued. The Association is authorized to maintain, manage, and operate the condominium property.

B. No unit owner, except as an officer of the Association, shall have any authority to act for the Association.

C. No unit owner shall make any alterations in the improvements of a condominium which are to be maintained by the Association. No unit owner shall remove any portion of the condominium improvements or make any additions thereto or do any work which would jeopardize the safety or soundness of the building containing his unit. No unit owner shall impair any easement which is a part of the condominium property.

D. The Association shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to another unit or units.

E. The Association shall have the power to make and collect assessments, and to maintain, repair, and replace any of the common elements; the Association shall have a lien against the unit for any unpaid assessments.

F. The Association shall maintain accounting records according to good accounting practices which shall be open to inspection by unit owners or their authorized representatives at reasonable times. Written summaries of these accounting records shall be supplied at least annually to unit owners or their authorized representatives. These accounting records include a record of all receipts and expenditures on behalf of the Association and an account for each unit which reflects the name and address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon that unit owner's account, and the balance due under that account.

G. The Association shall maintain in its records copies of all insurance policies. A copy of each insurance policy obtained by the Association shall be made available for inspection by unit owners or their authorized representatives at reasonable times.

H. The Association shall have the power to purchase units in the condominium and to acquire and hold, lease, mortgage, and convey the same.

I. In any legal action to which the Association is a party, the Association shall give notice of the suit within a reasonable time to all unit owners. These unit owners shall have the right to intervene and defend in the legal action if it appears that they may be exposed to liability as individual unit owners.

17. AMENDMENT OF AND ADDITION TO CONDOMINIUM DECLARATION BY DEVELOPER. The Developer, so long as it owns more than one (1) condominium unit, reserves the right at any time to amend the Declaration, as may be required by any lending institution or public body, or in such manner as the Developer may determine to be necessary to carry out the purposes of the development provided that such amendment shall not increase the proportion of common expenses borne by the condominium owners.

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18. USE RESTRICTIONS AND LIMITATIONS UPON LEASING OF UNITS. Use of the property herein submitted for condominium ownership shall be in accordance with the following use restrictions and reservations:

A. Single Family Residence. A unit shall be used only for single family residence and the common elements shall be used for the purpose of furnishing of services and facilities as herein provided for the welfare and enjoyment of such residence.

B. Nuisance. The units shall not be used for any immoral, improper, or unlawful purpose and no use shall be allowed which will create a public or private nuisance. All property shall be kept in a neat and orderly manner.

C. Leasing of Units. The leasing or renting of a unit by an owner is not prohibited except that no lease shall be granted for a period of less than one (1) day (24 hour period). However, all leases or rentals for a period of more than twelve (12) months shall be approved by the Manager designated by the Association. Any owner desiring to lease his unit for more than twelve (12) months shall submit such request in writing to the Association or the Manager as may be designated by the Association setting forth the name of the Lessee, the type of lease to be used and supply any other information as may be requested by the Association or Manager. Provided, however, that no lease granted shall in any way violate or lessen any part of this Declaration or any restriction upon use of the unit as herein established or as may hereafter be established. Anything herein to the contrary, nothing shall prohibit the Developer from leasing units for consecutive terms not exceeding five (5) years.

19. ALL CONDOMINIUM UNITS FREELY TRANSFERABLE. All condominium units and parcels of ownership are freely transferable subject only to those conditions reflected in this Condominium Declaration.

20. METHOD OF AMENDMENT OF DECLARATION. Except for provisions of amendment of this Declaration as granted to the Developer herein, this Declaration may be amended by a special meeting called for such purpose after giving written notice to each owner, mailed by United States mail, at least fourteen (14) days prior to the date of such meeting. At such meeting so called, amendments may be made to the Declaration upon approval of a simple majority of the members of the Association. Any such amendments so passed shall be evidenced by a certificate executed by the President or Vice President and the Secretary, and executed with the formalities of a deed and shall include the recording data identifying the original Declaration.

21. TERMINATION. The condominium property may be removed from the provisions of the Florida Condominium Act, by all of the unit owners, and upon compliance with Florida Statute 711.16, as the same may be amended from time to time.

22. MISCELLANEOUS PROVISIONS.

A. The covenants and restrictions as herein contained and as attached hereto as exhibits forming a part of the condominium documents shall be deemed to run with the land.

B. If any provision of this Declaration and its exhibits hereto, as the same now exists or as may be later amended or any portion thereof, shall be held invalid by any Court, the validity of the remainder of said condominium documents shall remain in full force and effect.

C. These condominium documents shall be binding upon the heirs, nominees, successors, administrators, executors, and assigns of all unit owners.

D. All notices as herein provided shall be by United States Certified Mail, or by hand delivery.

E. No amendment to this Declaration shall be effective to change or alter the rights or reservations as herein reserved by the Developer. Moreover, no amendment to this Declaration shall be effective to change or lessen the rights of any institutional mortgagee. Institutional mortgagee, as herein defined, shall include any bank, savings and loan association, or other recognized lending institution.

F. The liens herein referred to as rental claims or maintenance assessments to particular condominium units shall be specifically subordinate to the claim of any institutional mortgagee whose mortgage is filed in the Public Records of Lee County, Florida, prior to the Association filing its lien in the Public Records.

G. Anything herein to the contrary notwithstanding the responsibility for maintenance, repair and replacement of any windows, doors, screens, plastic, or other sliding aluminum panels, sliding glass doors, porches, or verandas appurtenant to particular condominium units shall be that of the unit owners whether or not the same shall be located within the condominium unit except in those instances where such damage shall occur as a result of and as part of building structural damage resulting from calamity covered by condominium Association insurance. Moreover, recognizing the importance of continuity, and the importance of uniform appearance, no amendment or alteration of any area of the exterior of the condominium unit or appurtenances thereto shall be made by the unit owner which is not in conformity with the general plan and color scheme of the buildings and without the consent of the Association.

H. Anything herein to the contrary, the responsibility for the maintenance, repair, and replacement of any electrical, plumbing, or other utility specifically serving the individual condominium unit shall be borne by the unit owner.

I. The Developer, its successors, nominees and assigns specifically reserve the right to install in the recreational areas or the common element areas coin operated laundry machines, or other coin operated machines and vending machines. The Developer specifically reserves the right of ingress and egress to common areas and to the condominium individual units for the purpose of installation, maintenance and repairs of such items.

J. There shall be no limitation upon sale of any unit based upon race, creed, color, sex, religion or national origin.

K. No fee charged by the Association for approval of lease for more than twelve (12) months shall be in excess of expenditures reasonably required, and shall in no event exceed Fifty (\$50.00) Dollars. No charge shall be made in connection with an extension or renewal of a lease.

L. No amendment of the Declaration shall be made which shall change the configuration or size of any condominium unit in any material fashion or alter the appurtenances of such unit, or change the proportion by which a unit owner shares the common expenses or owns the common surplus without the consent of the unit owner.

M. There is specifically granted to each unit owner a non-exclusive easement for streets, walks and other rights of way serving the unit as a part of the common elements. All liens and leaseholds shall be subordinate and subsequent to the rights of easement herein granted to each unit owner.

N. All persons joining this Declaration subjects their interest to the provisions of this declaration and the provisions of Chapter 711, Florida Statutes (1975).

O. Any first Mortgagee who shall acquire title by reason of foreclosure or deed transfer in lieu of foreclosure, may be excused from payment of any unpaid liens for common expenses unpaid by the Mortgagor which were not recorded in the

Public Records of Lee County, Florida, prior to recording of it's evidence of title, provided that this shall not excuse such Mortgage holder from payment of any such expenses during the period of his or its ownership of such unit.

IN WITNESS WHEREOF, Pink Shell, Inc., a Florida corporation, by and through its undersigned officers, has caused this Condominium Declaration to be signed in its name, and its corporate seal affixed and attested by its Secretary, this day of 1976.

Attest:

Pink Shell, Inc.

Roxanna L. Smith
Secretary

by Robert C. Davis, Sr.
President

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this 17th day of December 1976, before me personally appeared ROBERT C. DAVIS Sr., and ROXANNA SMITH, President and Secretary respectively of Pink Shell, Inc., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument and acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that the Secretary affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal the day and year last aforesaid.

[Signature]
Notary Public

My Commission expires: 8-24-80

THIS INSTRUMENT PREPARED BY:
Larry A. Echols, Esquire
Attorney at Law
Post Office Box 2689
Fort Myers Beach, Florida 33931.

JOINDER OF MORTGAGEE

Gulf Federal Savings and Loan Association of Fort Myers, a corporation organized and existing under the laws of the United States of America, whose address is 2301 McGregor Boulevard, Fort Florida 33901, called the Mortgagee, the owner and holder of a mortgage upon the following lands in Lee County, Florida:

Lots 43 and 44 Island Shores Club Section, all per plat in Plat Book 9, Page 41, Public Records of Lee County, Florida.

which mortgage is dated June 10th, 1976 and is recorded in O.R. Book 1143 at Page 1593 of the Public Records of Lee County, Florida, joins in the making of the foregoing Condominium Declaration, and the Mortgagee agrees that the lien of its mortgage shall be upon the following described property in Lee County, Florida:

Units 1-30 of Pink Shell Vacation Villas a Condominium, according to the Condominium Declaration.

Gulf Federal Savings and Loan Association of Fort Myers.

by Bobby E. Williams President

Attest: Richard K. Newton Assistant Secretary

Robert L. Murphy
Witness
Rose Marie White
Witness
STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this 17th day of December, 1976, before me personally appeared Bobby E. Williams and Richard K. Newton of Gulf Federal Savings and Loan Association of Fort Myers, a corporation organized and existing under the laws of the United States of America, to me known to be the persons who executed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Fort Myers in the County of Lee and State of Florida, the day and year last aforesaid.

MY COMMISSION EXPIRES NOV 2, 1979

James Ferris, Jr.
Notary Public.

BYLAWS
OF
PINK SHELL VACATION VILLAS CONDOMINIUM ASSOCIATION, INC.
(A Corporation Not For Profit)

DEFINITIONS

All terms used in these Bylaws shall have those definitions set forth in the Condominium Declaration of Pink Shell Vacation Villas, a Condominium. Any terms not defined in the Declaration shall have those definitions established by Florida Statute 711. If any definition in the Declaration conflicts with a definition in the Florida Statutes, the definition in the Declaration shall prevail and govern the interpretation of this document.

ARTICLE I
NAME AND LOCATION

Section 1. The name of this Association shall be Pink Shell Vacation Villas Condominium Association, Inc., a corporation not for profit.

Section 2. The principal office of the Association in this State shall be located at 100 Estero Boulevard, Fort Myers Beach, Florida.

Section 3. Other offices for the transaction of business shall be located at such places as the Board of Administration may from time to time determine.

ARTICLE II
MEMBERSHIP AND VOTING PROVISIONS

Section 1. The members of the Association shall be defined as the Unit Owners, more particularly described in the Condominium Declaration. The total possible number of association memberships shall be thirty (30).

Section 2. An annual meeting of the association members shall be held at 1:30 p.m. on the first Monday in March of each year or within thirty (30) days thereof as determined by the Board of Administration; said meeting to be held at the principal office of the Association or any such place in Lee County, either on the condominium property or elsewhere, as may be described in the notice of such meeting. At such meeting, the association members shall elect administrators to serve until their successors shall be elected and qualified.

Special members' meetings shall be held at the principal office of the corporation whenever called by the President or Vice President or by a majority of the Board of Administration, and must be called by such officers upon written request from members entitled to cast one-third (1/3rd) of the votes of the entire membership. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

Section 3. Notice of the time and place of the annual meeting or special meeting shall be sent by Certified United States Mail, by the Secretary, to each association member, or in the case of a husband and wife, the same may be addressed by one notice addressed to both of them, not less than fourteen (14) days before the date of such meeting. These notices may, in the alternative, be hand delivered with appropriate receipts provided by the Secretary or his agent. Notice shall further be posted in a conspicuous place upon the condominium property at least fourteen (14) days prior to such meeting.

Section 4. Voting.

A. The owner of each unit shall be entitled to one (1) vote. If an owner owns more than one unit, he shall be entitled to one (1) vote for each unit owned. The vote of a unit shall not be divisible.

B. A simple majority of all of the owners' total votes shall decide any question unless the Declaration, Bylaws, or Articles provides otherwise.

Section 5. Quorum. Unless otherwise provided in these Bylaws, the presence in person or by proxy of a majority of unit owners shall constitute a quorum.

Section 6. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing, signed by the person entitled to vote, shall be filed with the Secretary of the Association prior to the meeting at which they are to be used, and shall be valid only for the particular meeting designated. Where a unit is owned jointly by a husband and wife, and they have not designated one of themselves as a Voting Member, a proxy must be signed by both in order to designate a third person as proxy. No person shall be designated to hold more than five (5) proxies.

Section 7. Designation of Voting Member. If a unit is owned by one person, his right to vote shall be established by the record title to the unit. If a unit is owned by more than one person, the person entitled to cast the unit's vote shall be designated in a Certificate to be filed with the Secretary, signed by all of the record owners of the unit. If a unit is owned by a corporation, it shall designate the officer or employee entitled to cast the unit's vote by executing a Certificate to be filed with the Secretary, signed by its President or Vice President and attested to by its Secretary or Assistant Secretary. The person designated in such Certificate shall be known as the Voting Member. If, for a unit owned by more than one person or by a corporation, such Certificate is not on file with the Secretary of the Association, the vote of the unit shall not be counted in determining the presence of a quorum, or for any purpose requiring the approval of the person entitled to cast the vote for the unit, except if said unit is owned jointly by a husband and wife. Such Certificate shall be valid until revoked or superseded by a subsequent Certificate, or until a change occurs in the ownership of the unit. If a unit is owned jointly by a husband and wife, the following provisions are applicable:

A. They may, but they shall not be required to, designate a Voting Member;

B. If they do not designate a Voting Member and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting;

C. Where they do not designate a Voting Member and only one is present at a meeting, the person present may cast the unit's vote.

Section 8. Limitation on Right to Vote. Each association member has an obligation to pay a monthly maintenance assessment. In addition, an association member may be obligated to pay a special assessment. The Association has the responsibility and obligation to make and collect these assessments. If, at the time of any meeting of the association members, any association member is more than forty-five (45) days delinquent in the payment of any assessment, he shall not be entitled to vote. The Treasurer, or such other person or entity charged with the responsibility of collecting assessments, shall, at the commencement of any meeting, certify to the person conducting the meeting which units are current in the payment of all assessments and are therefore eligible to vote.

ARTICLE III
ADMINISTRATION AND MANAGEMENT OF
CONDOMINIUM BY BOARD OF ADMINISTRATION

Section 1. The administration and management of the condominium property as the same relates to the common elements, and limited common elements, and the providing of utilities, as may be designated, shall be vested in the condominium association through the Board of Administration. Minutes of all meetings of unit owners and the Board of Administration shall be kept in a business-like manner and shall be available for inspection by unit owners or Board of Administration members at all reasonable times. The Association shall maintain records according to good accounting practices which shall be open to inspection by unit owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to unit owners or their authorized representatives. Such records shall include a record of all receipts and expenditures, together with an accounting for each unit which shall designate the name and address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, and the amounts paid upon the account and the current balance due.

Section 2. Powers and Duties. The Board of Administration shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all acts and things that are not prohibited by law, the Declaration, Articles, or these Bylaws directed to be exercised and done by unit owners. These powers shall specifically include, but shall not be limited to, the following:

A. To exercise all powers specifically set forth in the Declaration, Articles, Bylaws, the Act, and all powers incidental thereto.

B. To make regular and special assessments; to collect said assessments; and to use and expend the assessments to carry out the purposes of the Association.

C. To employ, dismiss and control the personnel necessary for the maintenance and operation of the condominium, its common areas and facilities; to employ attorneys, accountants, contractors, and other professionals as the need arises.

D. To make and amend regulations respecting the operation, use, and maintenance of the common elements, limited common elements, property, facilities, and all other units.

E. To contract for the management of the condominium and to delegate to a Manager all of the powers and duties of the Association, except those which may be required by the Declaration to have approval of the Membership; to contract for the management of condominium property.

F. To provide for the further improvement of the property, both real and personal, including the right to purchase realty and items of furniture, furnishings, fixtures and equipment for the foregoing, and to acquire and enter into agreements, pursuant to the Act, subject to the provisions of the Declaration, Articles, and Bylaws.

G. The Association shall have the power to purchase units in the condominium and to acquire and hold, lease, mortgage, and convey the same.

Section 3. The business, condominium property, and all assessments and generally the management and control of the Association and property owned by it, shall be conducted and be managed by the Board of Administration of five (5) administrators who shall be elected by the association members.

Section 4. The annual budget meeting of the Association may be held during the annual Association meeting.

Section 5. Meetings of the Board of Administration shall be held in the principal office of the Association or at such other places, within or without the condominium property, as a majority of the administrators shall from time to time designate.

Section 6. Meetings of the Board of Administration shall be open to all unit owners and notices of these meetings shall be conspicuously posted at least forty eight (48) hours in advance for the attention of unit owners, except in the case of an emergency.

Section 7. A majority of the Board of Administration for the transaction of business at any annual or special meeting shall be necessary to constitute a quorum and the act of a majority of the administrators present at any such meeting at which a quorum is present shall be the act of the Board of Administration.

Section 8. The Board of Administration shall elect the officers of the Association. Such election may be held at the Board of Administration meeting following the annual Association meeting. An officer may be removed at any time by a majority vote of the Board of Administration.

Section 9. Vacancies in the Board of Administration may be filled by the remaining members of the Board at any Board of Administration meeting.

Section 10. At each annual meeting of the Association, the administrators or the chairman thereof shall submit a report to the Association of the business transacted during the preceding year, together with a report of the general financial condition of the Association.

Section 11. Members of the Board of Administration shall be elected for a term of one (1) year, and any member of said Board of Administration may be re-elected for additional terms.

Section 12. Within sixty (60) days after unit owners other than the Developer are entitled to elect a member or members of the Board of Administration of the Association as provided in the Declaration of Condominium, the Association, through its Board of Administration, shall call a meeting and give not less than thirty (30) days nor more than forty (40) days notice of such a meeting to the unit owners for such a purpose. Such a meeting may be called and such a notice may be given by any unit owner if the Association, through its Board of Administration, failed to act.

Section 13. The Board of Administration shall adopt a budget for each fiscal year and the same shall contain estimates of costs for performing the various matters and functions of the Association. Copies of the proposed budget and assessments shall be mailed to each unit owner with notice of the budget meeting not less than thirty (30) days prior to the budget meeting. This budget, together with the notice for the budget meeting, may be delivered by hand as otherwise provided herein.

Section 14. The Board of Administration shall deposit the funds of the Association in such bank or banks as they may from time to time direct, and withdrawal of such funds shall be by such person or persons as the Board of Administration may direct. The Board of Administration shall have the power to borrow funds on behalf of the Association to meet current expenses not then collected from regular assessments for recurring common expenses or from special assessments.

Section 15. The Association shall maintain in its records copies of all insurance policies. A copy of each insurance policy obtained by the Association shall be made available for inspection by unit owners or their authorized representatives at reasonable times.

Section 16. No unit owner, except as an officer of the Association, shall have any authority to act for the Association.

Section 17. The association members or Board of Administration may direct any officer or administrator of the Association to provide surety or fidelity bonds in such amounts as may be directed. The bond premium for the bonds described above shall be paid for by the Association.

Section 18. The Board of Administration may make such rules and regulations governing use of condominium property as they may deem proper upon approval of a majority of all unit owners.

Section 19. The Board of Administration may employ such agents or parties as it may deem necessary to assist it in the administration and management of the Association. The Board of Administration may employ a management company to assist it in the administration and management of the Association.

ARTICLE IV OFFICERS

Section 1. The Elective Officers. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Administration. One (1) person may hold more than one (1) of these offices, except that the same person may not hold the offices of President and Secretary. All of the officers shall be members of the Board of Administration.

Section 2. Election. The officers of the Association shall be elected annually by the Board of Administration at the first organizational meeting of each new Board.

Section 3. Term. The officers shall hold office for one (1) year or until their successors are elected and qualify for their office.

Section 4. The President. The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of unit owners and of the Board of Administration. He shall exercise the executive powers of the Association and have general supervision over its affairs and other officers. He shall sign all written contracts and perform all of the duties incident to his office and such others as may be delegated to him from time to time by the Board of Administration.

Section 5. The Vice President. The Vice President shall perform all of the duties of the President in the absence of the President, and such other duties as may be required of him by the Board of Administration.

Section 6. The Secretary. The Secretary shall issue notices of all Board of Administration meetings and all meetings of unit owners; he shall attend and keep the Minutes of same; he shall have charge of all of the books of the Association as well as its records and papers, except those kept by the Treasurer. All minutes shall be kept in a business-like manner and shall be available for inspection by unit owners and Board of Administration members at all reasonable times. The functions of the Secretary may be delegated to a manager or management company or its agents and employees working with and under the approval of the Secretary and the Board of Administration.

Section 7. The Treasurer.

A. The Treasurer shall have custody of the Association's funds and securities. He shall keep full and accurate accounts of the Association's receipts and disbursements. He shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated by the Board of Administration. The books shall reflect an account for each unit owner. This account shall contain the name and address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon that unit owner's account and the balance due under that account.

B. He shall disburse the funds of the Association as may be ordered by the Board of Administration, making proper vouchers for such disbursements. He shall render an account of all his transactions as the Treasurer and of the financial condition of the Association to the Board of Administration whenever it may require it.

C. He shall collect all assessments and shall promptly report to the Board of Administration the status of collections.

D. He shall maintain accounting records according to good accounting practices which shall be open to inspection by unit owners or their authorized representatives at reasonable times. He shall render to unit owners or their authorized representatives at least annually, a written summary of the Association's fiscal activities.

E. He shall prepare the Association's budget.

F. The functions of the Treasurer may be delegated to a manager or management company or its agents and employees working with and under the approval of the Treasurer and the Board of Administration.

ARTICLE V
ASSESSMENTS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January of each year, provided, however, that the Board of Administration, whenever it deems it advisable, is expressly authorized to change to a different fiscal year in accordance with the applicable provisions of the Internal Revenue Code.

Section 2. Determination of Assessments.

A. The Board of Administration shall fix and determine the sum or sums necessary and adequate to assess unit owners for their share of the common expenses set forth in the budget. Common expenses shall include expenses for the operation, maintenance, repair, or replacement of the common elements and limited common elements; costs of carrying out the powers and duties of the Association; all insurance premiums and expenses, including flood, wind, fire insurance and extended coverage; and any other expenses designated as common expenses by the Board or the Declaration. Funds for the payment of common expenses shall be assessed against unit owners as provided in the Declaration. Assessments shall be payable monthly in advance and shall be due on the first day of each month unless otherwise ordered by the Board of Administration. Special assessments, if necessary, shall be levied in the same manner as regular assessments and shall be payable in the manner determined by the Board of Administration. All funds due under these Bylaws and the Declaration are common expenses.

B. When the Board of Administration has determined the amount of any assessment, the Treasurer shall mail or present to each unit owner a statement of assessment. All assessments shall be paid to the Treasurer and, upon request, the Treasurer shall give a receipt for each payment received.

C. The Board of Administration has the authority to make assessments as to the following:

- (1) For additional recreational or social activities;
- (2) For additions to the common elements and limited common elements.

Section 3. Application of Payments and Commingling of Funds. All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board of Administration.

Section 4. Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of an installment upon any assessment, the Board of Administration may accelerate the remaining monthly installments for the twelve month period. A notice of acceleration shall be sent to the unit owner and thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, which shall not be less than fifteen (15) days after delivery of or the mailing of such notice.

Section 5. Audit. The Board of Administration shall render an annual statement to the unit owners no later than four (4) months after the end of the Association's fiscal year. The Board of Administration shall perform a continual internal audit of its financial records for the purpose of verifying the same but no independent or external audit shall be required of it. The Board of Administration may conduct an external audit by an independent auditor at such reasonable time as it shall agree to; provided, however, said request for inspection is not made more than once in any calendar year and provided that the cost and expense of same is borne by the Association.

Section 6. Assessments for recurring common expenses shall be made for a twelve-month period concurrent with the preparation of the annual budget. Such assessments shall be due in twelve (12) equal consecutive monthly installments on the first day of each month for the twelve-month period in which the assessments are made. If the new annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior annual assessment, and regular monthly installments thereon shall be due upon each installment payment date until modified or changed by a new assessment schedule. The total assessments for the recurring common expenses shall not be more than one hundred fifteen (115%) percent of the assessments for the prior year, provided that this provision shall not prevent the levy of any necessary, extraordinary assessment from time to time. In determining whether assessments exceed one hundred fifteen (115%) percent of similar assessments in prior years, there shall be excluded from the computation any provision for reasonable reserves made by the Board of Administration in respect of repair or replacement of the condominium property or in respect of anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis. If a budget is adopted by the Board of Administration which requires an assessment against unit owners in any fiscal or calendar year exceeding one hundred fifteen (115%) percent of such assessments for the preceding year, upon written application of at least ten (10%) percent of the unit owners, a special meeting of the unit owners shall be held not less than ten (10) days after written notice to each unit owner, but within thirty (30) days of the delivery of such

application to the Board of Administration by any member thereof, at which such special meeting the unit owners may consider and enact a revision of the budget and may recall any or all members of the present Board of Administration and elect their successors. The Board of Administration may, in any event, propose a budget to the unit owners at a meeting of members or by writing, and if such budget or proposed budget be approved by the unit owners at the meeting or by a majority of their whole number by a writing, such budget shall not thereafter be re-examined by the unit owner in the manner hereinabove set forth nor shall the Board of Administration be recalled under the terms of this section. So long as the developer is in control of the Board of Administration, the Board shall not impose an assessment for any year greater than one hundred fifteen (115%) percent of the prior year without approval of a majority of the unit owners. In the event that such an annual assessment proves to be insufficient, it may be amended at any time thereafter provided that the written approval of not less than sixty six and two-thirds (66 2/3%) percent of the unit owners entitled to vote have indicated their approval of the revised annual assessment. Any unpaid assessments for the remaining portion of the twelve-month period shall then be due in equal monthly installments on the first month thereafter during the year in which the revised assessment is made. The rights and powers to collect common expenses, granted to the Board of Administration in this Article, may be exercised concurrently by the Developer until such time as the management of the Association shall be fully vested in the Board of Administration elected by the owners of the Association. The Board of Administration may have such actions or rights as the law may provide for any default of assessment payments; the Association shall have a lien against the unit for any unpaid assessments.

Section 7. Assessments for Emergencies. Assessments for common expenses of emergencies which cannot be paid from the assessments for recurring expenses shall be made only after notice of the need therefor to the apartment owners concerned. After such notice, and upon approval in writing of more than one-half (1/2) of such apartment owners concerned, the assessment shall become effective, and it shall be due after thirty (30) days' notice thereof in such manner as the Board of Administration of the Association may require.

Section 8. Lien for Assessments Subordinate to Existing Mortgagees. In any foreclosure action the lien of the Association shall be subordinate and inferior to any mortgage liens of record encumbering such apartment, at the time the lien for assessment was recorded. In lieu of foreclosing its lien, the Association may bring suit to recover a money judgment for any sums, charges or assessments required to be paid to the Association without waiving its lien securing payment. The Association is obligated to send the mortgagee, if any, a copy of the default notice prior to instituting any action.

Section 9. Notification of Mortgagee. Any apartment owner who mortgages his apartment shall notify the Association, providing the name and address of his mortgagee. The Association shall notify the mortgagee of any unpaid assessments due from the owner of an apartment.

Section 10. Payment of Assessments by First Mortgage Holders and Excusal Therefrom. A first mortgagee who shall acquire title to a unit as a result of foreclosure or a deed in lieu of foreclosure may not during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership. Provided, however, that if any such first mortgage holder shall acquire title as herein provided, then his successors or assigns shall not be responsible for the share of common expenses or assessments made by the Association pertaining

To such unit which are chargeable to the former unit owner and which became due prior to acquisition of title as a result of foreclosure unless such share is secured by a claim of lien for assessments that has been recorded prior to the recording of the foreclosed mortgage. Provided, however, that the Developer shall be excused from the payment of a share of the common expenses and assessments for a period of the later period of time of the fourth calendar month following the month in which the Declaration shall be recorded or a period terminating on the first day of the month of the third succeeding calendar month after closing of the first purchase and sale of a condominium unit within the condominium development.

ARTICLE VI
DEFAULT, COMPLIANCE AND LEGAL ACTIONS

Section 1. Violations. In the event of a violation by a unit owner of any of the provisions of the Declaration, Bylaws, or the Act, the Association, by direction of its Board of Administration, shall notify the unit owner of said breach by written notice, transmitted to the unit owner at his address by certified mail. If such violation shall continue for a period of thirty (30) days from the date of mailing of the notice, the Association shall have the right to treat such violation as an intentional, material breach of the Declaration, Bylaws, or the Act, and the Association shall then, at its option, have the following elections:

A. To commence an action in equity to enforce performance on the part of the unit owner; or

B. To commence an action at law to recover its damages; or

C. To commence an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Upon finding by a Court that the unit owner was in violation of any of the provisions of the above-mentioned documents, the unit owner shall reimburse the Association for its reasonable attorney's fee incurred in bringing such action. Any violations which are deemed by the Board of Administration to be a hazard to public health or safety may be corrected by the Association immediately, as an emergency matter. The cost thereof shall be charged to the unit owner as a specific expense.

Section 2. Negligence or Carelessness of a Unit Owner. All unit owners shall be liable for the expenses of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness, or by the negligence of any member of his family, his or their guests, employees, agents, licensees, or lessees. Such liability shall be limited to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. The cost of any maintenance, repair, or replacement performed pursuant to this Section shall be charged to said unit owner as a specific expense.

Section 3. Costs and Attorney's Fees. In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the original or Appellate Court.

Section 4. No Waiver of Rights. The failure of the Association or a unit owner to enforce any right, provision, covenant

or condition which may be granted by the condominium documents shall not constitute a waiver of the right of the Association or unit owner to enforce such right, provision, covenant, or condition in the future.

Section 5. Election of Remedies. All Rights, remedies, and privileges granted to the Association or a unit owner pursuant to any terms, provisions, covenants, or conditions of the condominium documents shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted by the condominium documents.

Section 6. Notice of Right to Intervene. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting the Association and the unit owners, the Association shall give notice of the exposure within a reasonable time to all unit owners who may be exposed to the liability. These unit owners shall have the right to intervene and defend in the legal action if it appears that they may be exposed to liability as individual unit owners.

ARTICLE VII
UNITS FREELY TRANSFERABLE

Section 1. The unit owners shall be free to sell or transfer their units to any individual or corporation without Association approval.

Section 2. Acquisition on Foreclosure. At any foreclosure sale of a parcel, the Board of Administration may acquire the parcel being foreclosed in the name of the Association or its designee. The acquisition of a foreclosed parcel shall only be accomplished with the authorization and approval of an affirmative vote of Voting Members casting not less than sixty (60%) percent of the total votes of the Voting Members present at any regular or special meeting. The term "foreclosure", as used in this Section, shall mean and include any foreclosure of any lien, excluding the Association's lien for assessments. The power of the Board of Administration to acquire a parcel at any foreclosure sale shall never be interpreted as a requirement or obligation on the part of the Board of Administration or the Association to do so. The provisions hereof are permissive in nature and are set forth herein for the purpose of confirming this power in the Board of Administration should the requisite approval of Voting Members be obtained. The Board of Administration shall not be required to obtain the approval of unit owners at the foreclosure sale of a parcel due to the foreclosure of the Association's lien for assessments under the provisions of the Declaration, provided the bid of the Board of Administration does not exceed the amount of the judgment.

ARTICLE VIII
AMENDMENTS TO THE BYLAWS

Prior to the time of the recordation of the Declaration, these Bylaws may be amended, altered, or rescinded by an instrument, in writing, signed by a majority of the then existing Board of Administration.

Subsequent to the recording of the Declaration, these Bylaws may be altered, amended, or added to at any duly called meeting of the unit owners provided that:

A. Notice of the meeting shall contain a statement of the proposed amendment;

REC:1173 PC1518

B. The amendment shall be approved upon the affirmative vote of a majority of unit owners;

C. Said amendment shall be recorded and certified as required by the Act. Notwithstanding anything above to the contrary, until unit owners are entitled to elect a majority of the Board of Administration, these Bylaws may not be amended without a prior resolution of the Board of Administration requesting said amendment; and

D. Notwithstanding the foregoing, no amendment to these Bylaws may, at any time, be adopted or become effective which shall abridge, amend, or alter the rights of Developer, as set forth in any of the condominium documents and as specified in the Act, without first obtaining the prior written consent of the Developer.

INK ENGINEERING, INC.
260 PROFESSIONAL PL.
N. FORT MYERS, FLORIDA

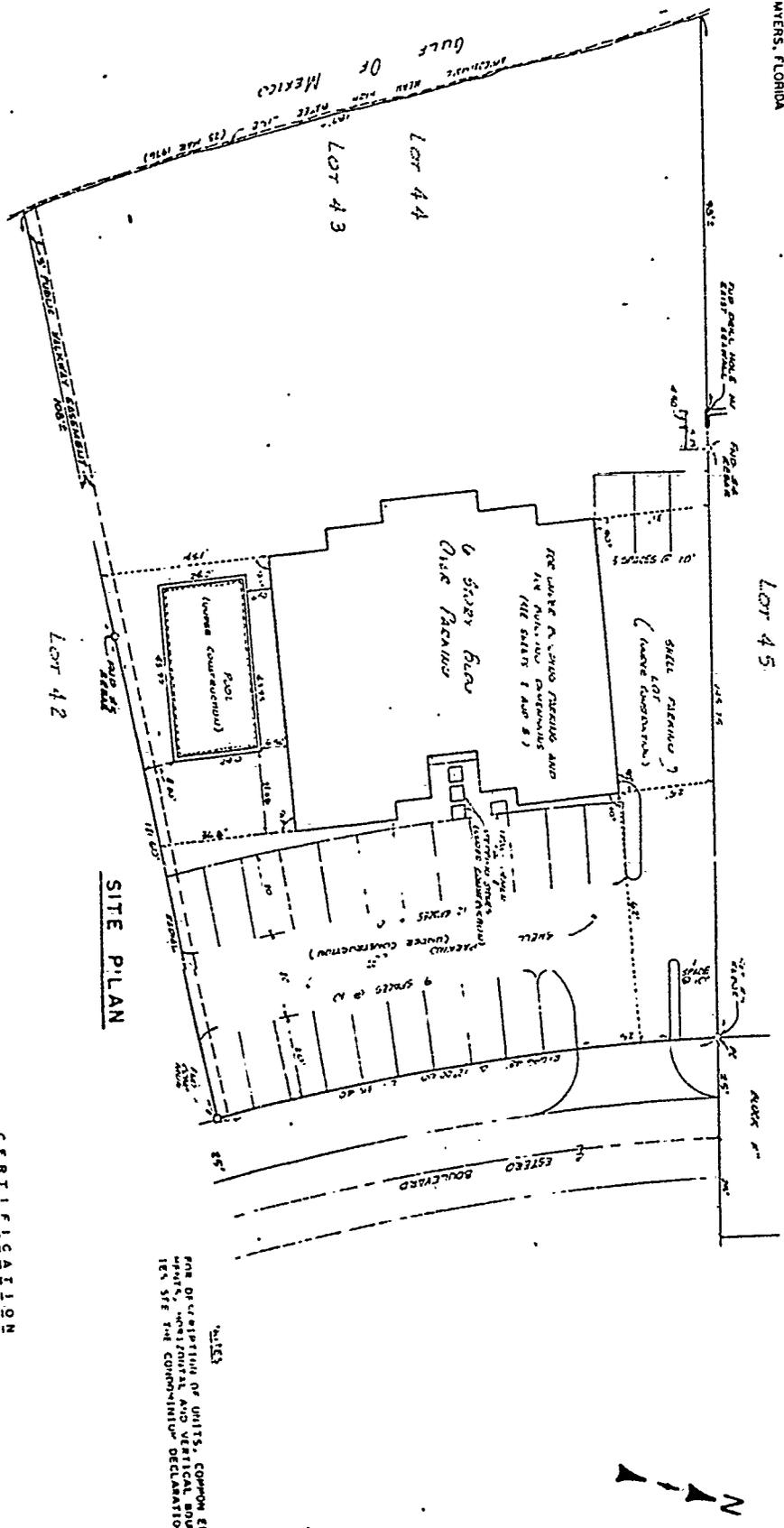
PINK SHELL VACATION VILLAS

A CONDOMINIUM

EXHIBIT "B"

CONDOMINIUM PLAT BOOK 5 SHEET NO. 1 OF 3

DATE: MAY 1976
JOB NO. 2498
SCALE: 1" = 20'



SITE PLAN

PROPOSED DEVELOPMENT
15 LAMAR SQUARES CLUB SECTION, A
SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 61
OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

NOTES
FOR DESCRIPTION OF UNITS, COMMON ELEMENTS, AND VERTICAL BOUNDARIES SEE THE CONDOMINIUM DECLARATION.

GENERALIZATION
THE CONSTRUCTION OF THIS PLAN IS THE PROPERTY OF THE ENGINEER. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE ACCURACY OF THE INFORMATION PROVIDED TO HIM BY THE CLIENT. THE ENGINEER DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED TO HIM BY THE CLIENT. THE ENGINEER DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED TO HIM BY THE CLIENT.

DATED THIS 19TH DAY OF
MAY 1976 A. D.
STANLEY E. WYER
P.L.L.C. REG. NO. 12, 4486
P.L.L.C. REG. NO. 1, 1151

OFF: 1173 P4517

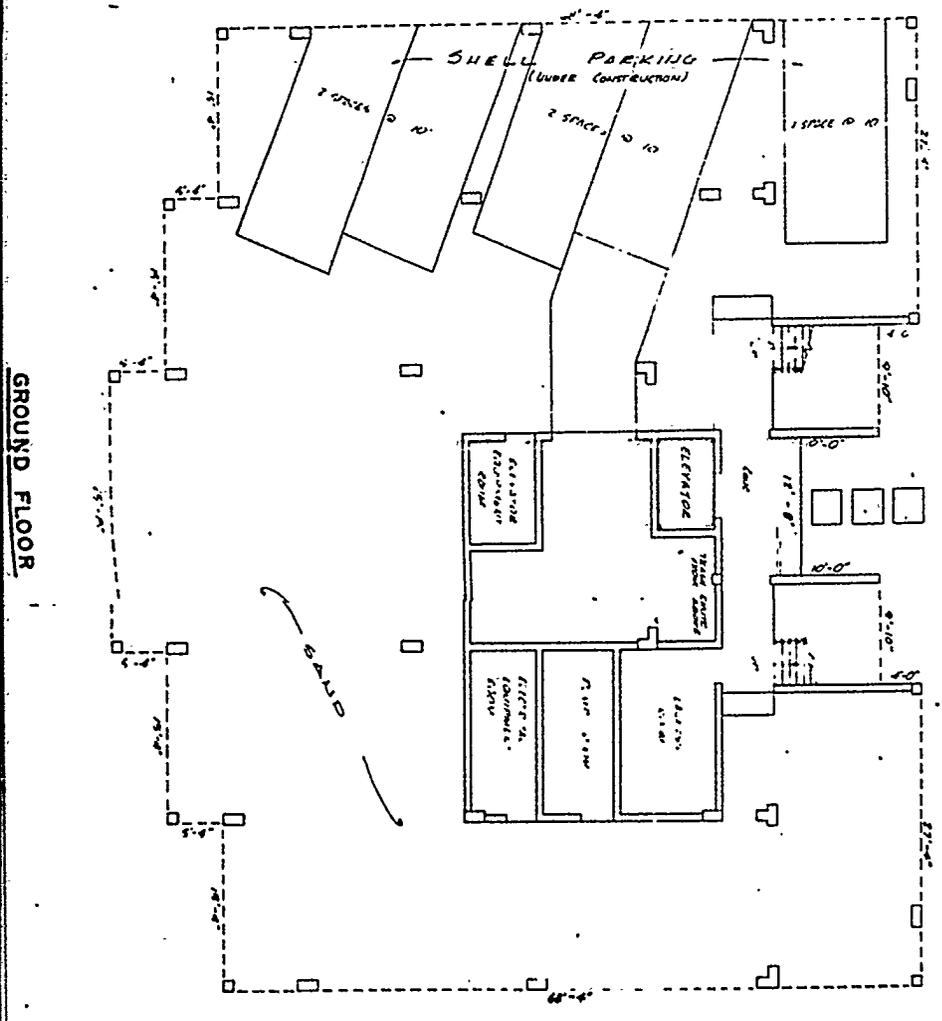
PINK SHELL VACATION VILLAS

A CONDOMINIUM

OFF: 1173 P1548
REC: 1173 P1548

INK ENGINEERING, INC.
260 PROFESSIONAL PL.
N. FORT MYERS, FLORIDA

DATE: MAY 1976
JOB NO. 2498
SCALE: 1/8" = 1'-0"



PINK SHELL VACATION VILLAS

A CONDOMINIUM

HK ENGINEERING, INC.
260 PROFESSIONAL PL.
N. FORT MYERS, FLORIDA

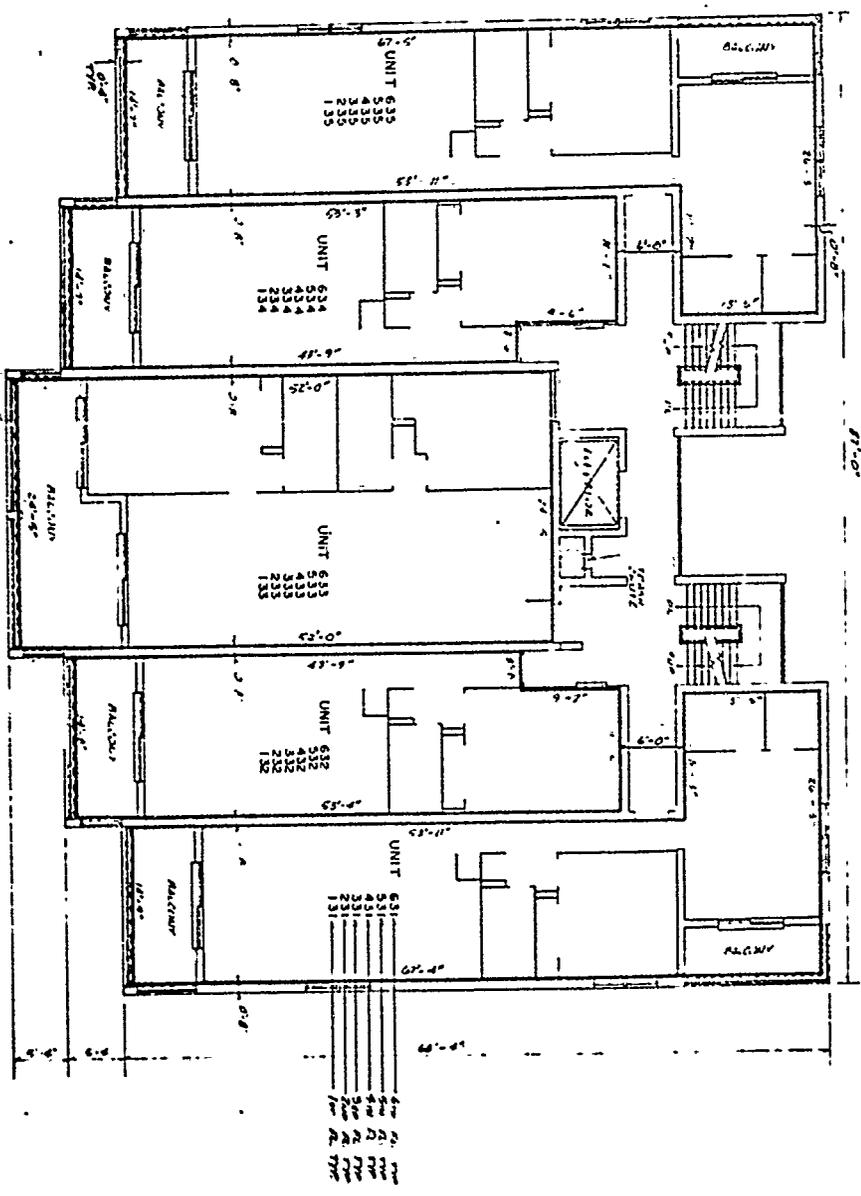
DATE: MAY 1976
JOB NO. 2498
SCALE: 1/8" = 1'-0"

OFF: 1173 PMS19



LOCAL BOUNDARY	UNIT'S BOUNDARY
0'0" FL. TO U.S.	0'0" R. L. 6235
0'0" FL. 50' 35"	0'0" R. L. 6212
0'0" FL. 50' 06"	0'0" R. L. 5012
0'0" FL. 41' 0"	0'0" R. L. 6211
0'0" FL. 31' 11"	0'0" R. L. 57' 11"
0'0" FL. 25' 06"	0'0" R. L. 51' 11"
0'0" FL. 6' 61"	

UNITS ARE TO BE CONSTRUCTED WITH CONCRETE PERMANENT FOUNDATION



1st Thru 6th FLOORS

0'0" 0'0" 0'0" 0'0"

SURVEYOR'S CERTIFICATION

PINK SHELL VACATION VILLAS CONDOMINIUM

I have examined the foregoing Declaration of Condominium and attached Exhibits, including the "Plot Plan" of the Pink Shell Vacation Villas Condominium, attached to the Declaration as Exhibit "B", and certify that such material together with the wording of the Declaration relating to matters of survey, is a correct representation of the improvements described, and, further, that with such material there can be determined therefrom the identification, location, and dimensions of the common elements and of each unit.

DONE this 17TH day of DECEMBER, 1976.

INK ENGINEERING, INC.
BY Stanley K. Ink
STANLEY K. INK, Professional
Land Surveyor No. 1733

STATE OF FLORIDA

COUNTY OF LEE

BEFORE ME, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared STANLEY K. INK to me well known to be the person described in and who executed the above and foregoing Surveyor's Certificate, and he acknowledged before me that he executed the same freely and voluntarily for the uses and purposes therein expressed and set forth, and that he is over the age of twenty-one (21) years.

WITNESS my hand and official seal at Fort Myers, Lee County, Florida, this 17th day of DECEMBER, 1976.

Howard S. [Signature]
Notary Public

My Commission Expires: 21 30 1977

EXHIBIT "C"RESTRICTIONS UPON USE OF UNITS AND RULESFORPINK SHELL VACATION VILLAS CONDOMINIUM

1. Automobiles may be parked only in the areas provided for that purpose. Trucks or other non-private passenger vehicles, trailers or motor homes shall not be parked in the parking areas. Boats and other water vessels shall not be maintained in the automobile parking area nor in the common area.

2. Use of the recreational facilities and of the general common elements will be in such manner as to respect the rights of other unit owners. Use of particular recreational facilities will be controlled by regulations to be issued from time to time, but in general such use will be prohibited between the hours of 11:00 P.M. and 8:00 A.M.

3. No radio or television antenna or any wiring for any purpose may be installed on the exterior of the building.

4. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any unit owner on any part of the outside or inside of the demised premises or building without the prior written consent of the Association.

5. The sidewalks, entrances, passages, vestibules, stairways, corridors, halls and elevator must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.

6. All stairways shall be used only for the purposes intended, and shall not be used for hanging garments or other objects, or for cleaning of rugs or other household items. No washlines of any kind will be maintained outside owner's unit. No unit owner shall discard or permit to fall any items from the windows of the premises, nor shall they place or permit to be placed any foreign objects in the hallways, stairways and other common areas.

7. All common areas inside and outside the building will be used for their intended purposes and no articles belonging to unit owners shall be kept therein or thereon and such areas shall at all times be kept free of obstruction.

8. Outside servants and domestic help of unit owners shall not gather or lounge in the common areas.

9. All units shall be used for residential purposes only.

10. The flooring of all units shall be carpeted except the bathrooms and kitchens. All carpets shall be medium to heavy carpet and pad, of at least sixteen (16) ounce yarn per square yard of carpet and fifty (50) ounce of rubber padding per square yard.

11. Disposition of garbage and trash shall be only by the use of garbage disposal units or by use of receptacles approved by the Association or slides or other modes of disposition as may be designated by the Developer or Association.

12. No pets or animals shall be allowed to be kept in the condominium except for dogs, cats and birds, which must be kept on a leash or caged at all times when outside the apartment. If the Association or the Developer shall determine that any such pet shall become a nuisance to other unit owners, the pet shall be removed from the premises.

13. No owner may make or permit any disturbing noises in the building whether made by himself, his family, friends or servants, nor do or permit anything to be done by such persons that will interfere with the rights, comforts and conveniences of other tenants. No owner may play or suffer to be played any musical instrument, phonograph, radio or television set in his unit between the hours of 11:00 P.M. and the following 8:00 A.M. if the same shall disturb or annoy other occupants of the condominium.

14. There shall be no restriction as to the minimum age of children who may live in or visit the condominium. It is well recognized, however, that children, particularly young children, may become a source of annoyance to adults. For this reason the activities and behavior of all children when upon the condominium property shall be regulated by an adult, including physical supervision where necessary. The Administrators or their designated representative shall at all times have the authority to reasonably require that the owner, lessee, guest or other adult who is responsible for a particular child, remove him from any common area if the child's conduct is such that they believe this action is necessary. In no event shall children under the age of six (6) years be permitted in the pools or other recreational areas unless accompanied by an adult.

15. No garbage cans, supplies, milk bottles, or other articles shall be placed in the halls or on the staircase landings, nor shall anything be hung from the windows or balconies or placed upon the window sills. Neither shall any linens, cloths, clothing, curtains, rugs or mops be shaken out or hung from any of the windows or doors. No fire exits shall be obstructed in any manner.

16. House guests of unit owners may not maintain residence for a continuous period exceeding three (3) months and all such house guests shall be registered by the unit owner with the Association.

17. Leasing or renting of the unit by unit owner shall be as permitted and subject to the provisions of the Condominium Declaration herein.

The foregoing regulation shall not apply to the Developer.

18. Unit owner must maintain in good condition and repair his unit and all internal surfaces within or surrounding his unit; and maintain and repair the fixtures therein and promptly pay for any utilities which are metered separately to his unit.

19. A unit owner may neither make or cause to be made any structural addition or alteration to the unit nor to the common elements without the written approval of the Association.

20. The Developer, or in its stead, the Association, may retain a pass key to the premises. No unit owner shall alter any lock or install a new lock or a knocker on any door of the premises without the written consent of the Association or the Association's agent. In case such consent is given, the unit owner shall provide the Association with an additional key for the use of the Association pursuant to its right of access to the premises.

21. All window curtains or draperies used on window casings which are visible from the exterior of the premises shall be covered by white lining or shall be of a neutral color.

22. No unit owner shall make repairs, remodel or alter his unit in any way, in any manner which will affect the appearance

of the exterior of the building without the approval of the Association; provided that this limitation shall not apply to the Developer.

23. No unit owner shall ignite nor permit to be ignited any fire, charcoal cooker, burner, wood burner, or other similar device within the confines of his unit, or any common area, except in such ground floor level areas as may be provided from time to time for such purposes.

MODEL FORM OF WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 1976, by and between PINK SHELL, INC., a Florida corporation, having its principal place of business in the County of Lee and State of Florida, party of the first part, and _____, whose address is: _____ of the County of _____ and State of _____, party of the second part:

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part forever, the following described condominium unit parcel, situate, lying and being in the County of Lee, State of Florida, to-wit:

Unit No. _____ of PINK SHELL VACATION VILLAS, a Condominium, according to the Condominium Declaration thereof on file and recorded in the office of the Clerk of the Circuit Court in Official Record Book _____, at Page _____, Public Records of Lee County, Florida, together with all appurtenances thereto appertaining and specified in said Condominium Declaration.

SUBJECT TO restrictions, easements and reservations and designations of record as stated in said Condominium Declaration, which party of the second part hereby assumes and agrees to observe, comply with, perform and to be subject to, including but not limited to payment of all assessments as may be determined pursuant to said Condominium Declaration.

And the said party of the first part does hereby fully warrant the title to said condominium parcel, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its President and its corporate seal to be affixed the day and year above written.

Attest:

PINK SHELL, INC.

Secretary

By _____
President

Witness

Witness

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY that on this _____ day of _____, 1976, before me personally appeared Robert C. Davis, Jr. and Roxanna Smith, President and Secretary respectively of Pink Shell, Inc., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing conveyance to _____ and acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal the day and year last aforesaid.

Notary Public
My Commission expires:

STATE OF FLORIDA

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

OFF. REC. 1173 PC1526

I certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

PINK SHELL VACATION VILLAS CONDOMINIUM ASSOCIATION, INC.

filed in this office on the 30th day of November

19 76.

Charter Number: 737395



GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
30th day of November
19 76.

A handwritten signature in cursive script, appearing to read "Bruce C. Smith".

SECRETARY OF STATE

EXHIBIT "E"

ARTICLES OF INCORPORATION
OF
PINK SHELL VACATION VILLAS CONDOMINIUM ASSOCIATION, INC.
(A Corporation Not For Profit)

FILED
NOV 30 8 31 AM '76
STATE
FLORIDA

In order to form a non-profit corporation in accordance with the laws of the State of Florida, we, the undersigned, hereby associate ourselves into a corporation for the purposes hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth the following:

OFF. REC. 1173 PC1527

DEFINITIONS

As used herein, or elsewhere in the condominium documents, the terms used shall be those definitions as set out in Declaration of Condominium of Pink Shell Vacation Villas, a condominium. Any terms not defined in the Declaration shall have those definitions set forth in Chapter 711, Florida Statutes, 1975, the Condominium Act, hereinafter referred to as the Act. If any definition in the Declaration conflicts with a definition in the Florida Statutes,

ARTICLE I
NAME

The name of this corporation shall be PINK SHELL VACATION VILLAS CONDOMINIUM ASSOCIATION, INC. The mailing address for this corporation is 100 Estero Boulevard, Fort Myers Beach, Florida 33931.

ARTICLE II
PURPOSE

This corporation is created to be the Association for PINK SHELL VACATION VILLAS a Condominium. This condominium is constructed upon real property located on Fort Myers Beach in Lee County, Florida.

This corporation will undertake the performance of, and carry out the acts and duties incident to the administration, operation, and management of the condominium in accordance with the terms, provisions, conditions, and authority contained in these Articles of Incorporation and in the Declaration, Bylaws, and the Act. This corporation may own, operate, lease, sell, trade and otherwise deal with the condominium property, in whatever manner may be necessary or convenient to accomplish the proper administration of this condominium.

ARTICLE III
POWERS

The powers of this corporation shall include and be governed by the following provisions:

1. The corporation shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of the condominium documents and the Act.

2. The corporation shall have all the powers of condominium associations under and pursuant to the Act, and shall have all of the powers reasonably necessary to implement the purposes of the corporation, including but not limited to, the following:

A. To make, establish, and enforce reasonable rules and regulations governing the use of units, common elements, limited common elements, and condominium property;

B. To make, levy, and collect assessments against unit owners; to provide the funds to pay for common expenses of each building and other improvements within the condominium as is provided in the condominium documents and the Act, and to use and expend the proceeds of assessments in the exercise of the powers and duties of the corporation;

C. To maintain, repair, replace, and operate the condominium property;

D. To reconstruct improvements within the condominium property in the event of casualty or other loss;

E. To enforce the provisions of the condominium documents.

ARTICLE IV MEMBERS

The qualifications of members, the manner of admission to membership, the termination of such membership, and voting by members shall be as follows:

1. The owners of all apartment units in the condominium shall be members of this corporation, and no other persons or entities shall be entitled to membership.

2. Membership shall be established by the acquisition of title to a unit in the condominium. Membership shall be automatically terminated when a unit owner divests himself of or transfers title to his unit.

3. The share of a member in the funds and assets of this corporation, and membership in this corporation cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to a unit.

4. The owners of all of the units in the condominium are referred to herein as the "Membership".

5. Until the condominium property is formally submitted to condominium ownership, the Membership of this corporation shall be comprised of the subscribers to these Articles. In the event of the resignation or termination of Membership of any such subscriber, the remaining subscribers may nominate and designate a successor subscriber. Each of these subscribers and their successors shall be entitled to cast one vote on all matters upon which the Membership is entitled to vote. When the condominium property is formally submitted to condominium ownership, the Developer shall exercise the Membership rights of a unit until title to the unit is transferred.

ARTICLE V TERM

The term for which this corporation is to exist shall be perpetual.

ARTICLE VI
SUBSCRIBERS

The names and street addresses of the subscribers to these Articles are as follows:

Robert C. Davis, Sr.
250 Estero Blvd.
Ft. Myers Beach, Fla. 33931

Larry A. Echols
14 Pepita St.
Ft. Myers Beach, Fla. 33931

Timothy R. Bogott
2431 Harvard Ave.
Ft. Myers, Fla. 33901

Mary A. Echols
14 Pepita St.
Ft. Myers Beach, Fla. 33931

Joan W. Hendry
133 Washington Ave.
Ft. Myers Beach, Fla. 33931

OFF.
REC. 1173 PC1529

ARTICLE VII
BOARD OF ADMINISTRATION

The affairs of the corporation will be managed by a Board consisting of five (5) administrators determined by the Bylaws. In no event shall the Board consist of less than five (5) administrators. The administrators on the first Board of Administration need not be members of the corporation.

Subsequent administrators of the corporation shall be elected at the annual meeting of the members in the manner determined by the Bylaws. The administrators named in these Articles shall serve until the first election of administrators. All administrators shall have a fiduciary relationship to the unit owners. Any vacancies in their number occurring before the first election shall be filled by the remaining administrators.

The names and addresses of the administrators who shall hold office and serve until the first regular meeting of the Membership at which administrators are elected are as follows:

Robert C. Davis, Sr.
250 Estero Blvd.
Ft. Myers Beach, Fla. 33931

Larry A. Echols
14 Pepita St.
Ft. Myers Beach, Fla. 33931

Timothy R. Bogott
2431 Harvard Ave.
Ft. Myers, Fla. 33901

Mary A. Echols
14 Pepita St.
Ft. Myers Beach, Fla. 33931

Joan W. Hendry
133 Washington Ave.
Ft. Myers Beach, Fla. 33931

ARTICLE VIII
OFFICERS

1. The operations of the condominium Association, through the corporation, shall be by the Board of Administration. The Board of Administration shall elect officers for the Association. All officers of the Association shall have a fiduciary relationship to the unit owners. The Board of Administration or its officers may employ a management company or any other such person or entity to perform the duties and functions of the Association.

2. The Board shall elect the President, Vice President, Secretary, and Treasurer. One (1) person may hold more than one of these offices, except that the same person may not hold the offices of President and Secretary. All of the officers shall be members of the Board of Administration.

ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President Robert C. Davis, Sr.
Vice President Larry A. Echols
Secretary Timothy R. Bogott
Treasurer Timothy R. Bogott

OFF REC 1173 PG1530

ARTICLE X
BYLAWS

The Bylaws of the corporation shall be adopted by the first Board and thereafter may be altered, amended, or rescinded in the manner provided for by the Bylaws.

ARTICLE XI
AMENDMENTS

1. Prior to the time that the Declaration is recorded, these Articles may be amended by an instrument in writing, signed by all the subscribers to these Articles. The instrument shall state the Article Number and the contents of the amendment. It shall be filed in the office of the Secretary of State of the State of Florida and a certified copy of each amendment shall be attached to these Articles and be recorded with the Declaration.

2. After the Declaration is recorded, these Articles may be amended in the following manner:

A. Notice of the subject matter of the proposed amendment shall be included in the Notice of any meeting at which such proposed amendment is considered.

B. A resolution seeking the approval of a proposed amendment may be proposed by either the Board or the Membership, and, after being proposed and approved by one of said bodies, it must be submitted for approval and thereupon receive approval of the other. Such approval must be by seventy five (75%) percent of the members present at any meeting at which there is a quorum; and such approval must be by sixty six and two-thirds (66 2/3%) percent of the members of the Board at a meeting at which there is a quorum.

C. Notwithstanding the foregoing provisions of this Article XI, no amendment to these Articles which shall abridge, amend, or alter the rights of the Developer may be adopted or become effective without the prior written consent of the Developer.

ARTICLE XII
AMENDMENTS TO THE BYLAWS

Prior to the time of the recordation of the Declaration, the Bylaws may be made, amended, altered, or rescinded by an instrument, in writing, signed by a majority of the then existing Board of Administration.

Subsequent to the recording of the Declaration, the Bylaws may be made, altered, amended, or added to at any duly called meeting of the unit owners provided that:

A. Notice of the meeting shall contain a statement of the proposed amendment;

B. The amendment shall be approved upon the affirmative vote of a majority of unit owners;

C. Said amendment shall be recorded and certified as required by the Act. Notwithstanding anything above to the contrary,

until unit owners are entitled to elect a majority of the Board of Administration, these Bylaws may not be amended without a prior resolution of the Board of Administration requesting such amendment; and

D. Notwithstanding the foregoing, no amendment to these Bylaws may, at any time, be adopted or become effective which shall abridge, amend, or alter the rights of Developer, as set forth in any of the condominium documents and as specified in the Act, without first obtaining the prior written consent of the Developer.

IN WITNESS WHEREOF, the subscribers have hereto affixed their signatures, this _____ day of _____, 1976.

Robert C. Davis, Sr. Timothy R. Bogott
Larry A. Echols Mary A. Echols
Joan W. Hendry

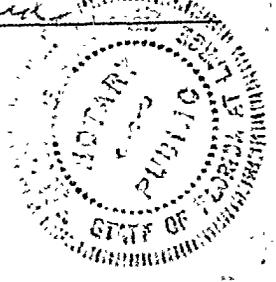
OFF REC 1173 PG1531

STATE OF FLORIDA
COUNTY OF DEE

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized to take acknowledgements in the State and County named above, personally appeared Robert C. Davis, Sr., Timothy R. Bogott, Larry A. Echols, Mary A. Echols and Joan W. Hendry to me known to be the persons described as subscribers in and who executed the foregoing Articles of Incorporation. They acknowledged before me that they executed the same for the purposes therein expressed.

SWORN TO and subscribed before me this 21ST day of DECEMBER, A.D. 1976.

[Signature]
Notary Public



My Commission Expires:
3 DECEMBER 1976

RECORDED IN OFFICIAL RECORDS
DEE COUNTY, FLORIDA
DEC 20 1 35 PM '76
SAL DEB 'CI
CLERK OF CIRCUIT COURT
[Signature]

1938694

E A S E M E N T

THIS GRANT OF EASEMENT made the day and year below written witnesseth that:

WHEREAS, PINK SHELL, INC., a Florida Corporation, is the owner of the land described below, located in Lee County, Florida; and

WHEREAS, the Grantee, Lee County, is a political subdivision of the State of Florida, and

WHEREAS, the Grantor desires to grant a perpetual non-exclusive easement for a accessway over and across the herein described property for ingress to and egress from Estero Boulevard to the Gulf of Mexico, and for the maintenance of the same.

WHEREAS, the Grantee desires such a perpetual non-exclusive easement and agrees to maintain the same.

NOW THEREFORE, Grantor in consideration of the sum of ONE AND NO/100 (\$1.00) and other good and valuable consideration does by this instrument give and grant to Grantees, a perpetual easement for ingress and egress over, across and upon the walkway described as follows:

A 8' (eight foot) easement for public walkway; the centerline being the common lot line between Lots 2 & 3, Gulfshore Subdivision as recorded in Plat Book 9, Page 88, Lee County, Florida Public Records.

The above described parcel of land for ingress, egress and maintenance thereof purposes from Estero Boulevard to the Gulf of Mexico.

This easement is granted with the express condition that Grantor shall have no responsibility for improving or maintaining the accessway nor any other liability or responsibility to Grantees, the general public, or to any of those who may use the accessway.

The easement does not carry uses not specified herein and may not be used except for the purposes specified and shall be interpreted to restrict rather than enlarge the uses contemplated herein.

This easement is for the use of the general public for access purposes only.

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: H. FERNSTROM, D.C.

Documentary Tax Pd: \$ 45
Intangible Tax Pd:
CHARLIE GREEN, CLERK, LEE COUNTY
By: H. Fernstrom Deputy Clerk

This instrument made and executed on 27 day of February, 1984.

Richard Smith, Pres.
Grantor

Executed in the presence of:

Margaret Jones
Julia H. Smith

RECORDED IN OFFICIAL
LEE COUNTY, FLORIDA
RECORD VERIFIED
MAY 6 3 22 PM '85
STATE OF FLORIDA
CLERK OF THE CIRCUIT COURT
Lee County

STATE OF FLORIDA)
COUNTY OF LEE)

Before me this day personally appeared JOHNAVIEVE DAVIS, known to me to be the person described in and who executed the foregoing instrument and who acknowledged before me that (s)he executed it.

Sworn to before me on the 27 day of February, 1984.

Lee Anna Sottile
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires April 9, 1987
Berked The Law Firm & Associates, Inc.

(SEAL)



This instrument prepared by:
Kenneth A. Jones
Humphrey, Jones & Myers, P.A.
1625 Hendry Street
Fort Myers, FL 33901