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Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee \$27.00 Deputy
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This instrument prepared by, and after recording
please return to:

William J. Dempsey, Esq.
Cheffy Passidomo, P.A.
Attorneys at Law
821 Fifth Avenue South, Suite 201
Naples, Florida 34102

RECORD IN LEE COUNTY, FLORIDA

**AMENDMENT TO MASTER DECLARATION
OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR THE PRESERVE AT CORKSCREW**

THIS AMENDMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR PRESERVE AT CORKSCREW (the "Amendment") is made this 22 day of August, 2014, by **RCS – Corkscrew Land, LLC, a Florida limited liability company** (hereinafter referred to as the "Declarant") for itself and its successors, grantees and assigns.

WITNESSETH:

WHEREAS, Declarant executed that certain Master Declaration of Covenants, Conditions, Easements and Restrictions for the Preserve at Corkscrew dated April 13, 2012 (the "Declaration"), and caused said Declaration to be recorded on April 27, 2012, in the Lee County, Florida public records as Instrument Number 2012000094216; and

WHEREAS, Declaration Section 14.3 grants the Declarant the right to unilaterally amend the Declaration, including the right to submit additional property to the terms of the Declaration; and

WHEREAS, the real property described on attached Exhibit "A," which is incorporated herein by reference (the "Mitigation Parcel"), serves to mitigate the environmental impacts associated with development of the "Land" (as defined in the Declaration), has been subjected to one or more corresponding conservation easements in favor of regulatory agencies with jurisdiction over the Land and the Mitigation Parcel, and accordingly is necessary and desirable for the effective preservation of the "Community" (as defined in the Declaration) and the maintenance of property values therein; and

WHEREAS, by deed recorded May 19, 2014, as Instrument No. 2014000104087, of the Lee County, Florida, Public Records, Declarant deeded the Mitigation Parcel to the "Association" (as defined in the Declaration) for purposes of granting the Association ownership, custody, and control of the Mitigation Parcel for the benefit of the Community; and

WHEREAS, the Mitigation Parcel must be subjected to the terms and provisions of the Declaration as an "Area of Common Responsibility" and a "Conservation Area" (as both terms are defined in the Declaration) for the effective preservation of the Community, to grant the Association maintenance responsibility over the Mitigation Parcel, and to permit the treatment of the expenses of maintaining the Mitigation Parcel as "Association Expenses" (as defined in the Declaration).

NOW, THEREFORE, in consideration of the promises and covenants contained in the Declaration and herein, the Declarant hereby amends the Declaration as follows:

1. **Addition of the Mitigation Parcel.** The Mitigation Parcel is hereby submitted to the terms of the Declaration as an addition to the Land and as an Area of Common Responsibility and a Conservation Area.

2. Maintenance of the Mitigation Parcel. The Association shall be responsible for the maintenance and preservation of the Mitigation Parcel in accordance with the requirements of applicable regulatory and governmental permits, laws, ordinances, and covenants, and the expenses of such maintenance and preservation shall be Association Expenses.

3. Use of Mitigation Parcel. The Mitigation Parcel shall serve solely to mitigate the environmental impacts associated with development of the Land, and no use of the Mitigation Parcel shall be permitted except in strict conformity with the terms, provisions, limitations, and covenants of regulatory and governmental permits, laws, ordinances, and covenants, including without limitation any conservation easement granted to any governmental agency.

4. NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATION OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE MITIGATION PARCEL, INCLUDING WITHOUT LIMITATION ITS PHYSICAL CONDITION.

IN WITNESS WHEREOF, Declarant has executed this Amendment this 22 day of August, 2014.

RCS – Corkscrew Land, LLC, a Florida limited liability company

By: Cameratta Companies, LLC, a Florida limited liability company, its Manager

By: Raymond Blacksmith, its Manager

[Signature]
Witness # 1, Signature

Joseph Cameratta
Witness #1/Printed Name

[Signature]
Witness #2, Signature

Cheryl Yano
Witness #2/Printed Name

STATE OF FLORIDA)
COUNTY OF Lee)

The foregoing instrument was acknowledged and witnessed before me this 22 day of August, 2014, by Raymond Blacksmith, as Manager of Cameratta Companies, LLC, a Florida limited liability company, Manager of RCS – Corkscrew Land, LLC, a Florida limited liability company, who is personally known to me or has produced _____, as identification.

Cheryl A. Yano
NOTARY PUBLIC
Printed Name: _____
My Commission Expires: _____

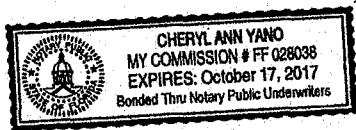


EXHIBIT "A"
LEGAL DESCRIPTION OF THE MITIGATION PARCEL

Lee County Parcel No. 31-46-26-00-00001.1000

The Southwest ¼ of Section 31, Township 46 South, Range 26 East, Lee County, Florida

10465-0005 #692