DAVIES LAW

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July 22, 2026

Aqua Seafood, Steaks & Raw Bar Special Exception Request
Summary of Pre-Application Neighborhood Information Meeting

I. Introduction

In accordance with Section 4-28(c)(5) of the City of Bonita Springs Land Development Code, the Applicant, 27940 Crown Lake Blvd., Inc, (the "Applicant"), hereby provides this written summary of the Neighborhood Information Meeting ("NIM") for the above-referenced application, which was held on July 21, 2026, at the Bonita Springs Fire Department, Station 4, located at 27701 Bonita Grande Drive, Bonita Springs, FL 34135.

The Applicant's attorney, Noel J. Davies, Esq., Davies Law, PLLC, was the sole agent of the Applicant that attended the meeting

II. Summary of Meeting

The meeting commenced at 5:30 P.M. No members of the public attended the meeting. Mr. Davies concluded the meeting at approximately 5:45 P.M.

27940 CROWN LAKE BLVD.
AQUA SEAFOOD, STEAKS & RAW BAR

NEIGHBORHOOD MEETING
JULY 21, 2026

NAME	ADDRESS	PHONE	EMAIL

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Naples

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June 25, 2026

Dear Property Owner,

The public is invited to attend a Neighborhood Information Meeting held by Davies Law, PLLC, on:

Tuesday, July 21, 2026, at 5:30 P.M., at the Bonita Springs Fire Department Station 4, located at 27701 Bonita Grande Dr., Bonita Springs, FL 34135

The subject property is located at 27940 Crown Lake Blvd., Bonita Springs, FL 34135 (the "Property"), and contains the Aqua Seafood, Steaks & Raw Bar restaurant ("Restaurant"), in Section 33, Township 47 South and Range 25 East. The Property is at the northeast corner of S. Tamiami Trail and Bonita Beach Road S.E.



An application has been submitted to City of Bonita Springs seeking approval for the following:

> A Special Exception request pursuant to LDC Section 4-1023(a)(2)a.2. to amend the subject property's existing Site Plan, which currently allows up to 900 square feet of outdoor seating area where consumption of beer, wine and liquor may occur to be located within 500 feet of two (2) child day care centers on the south side of the Restaurant pursuant to LDC Section 4-1023(a)(2)a.2., to permit approximately ± 243 square feet of said outdoor seating area to be located on the west side of the Restaurant. The existing ± 657 square feet of the outdoor seating area will remain on the south side of the Restaurant. The maximum amount of outdoor seating area previously approved (900 square feet) will not increase.

Business and property owners, residents and visitors are welcome to attend the presentation to discuss the project.

If you are unable to attend the meeting and have questions or comments, they can also be directed by mail, phone or e-mail to the individual below:

Noel J. Davies, Esq.
Davies Law, PLLC
3301 Bonita Beach Road, Suite 213
Bonita Springs, FL 34134
Phone: 239-405-8033
Email: Catherine.Louise@davieslawpllc.com

PUBLIC NOTICE

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An application will be submitted to the City of Bonita Springs seeking approval for the following:

> A Special Exception to amend the existing Site Plan, which currently allows 900 square feet of outdoor seating area, to permit approximately ± 256 square feet of the outdoor seating area where consumption of beer, wine and liquor may occur on the west side of the Restaurant. The existing ± 642 square feet of the outdoor seating area will remain on the south side of the Restaurant. The maximum amount of outdoor seating area previously approved (900 square feet) will not increase.

Business and property owners, residents and visitors are welcome to attend the presentation to discuss the project.

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News-Press.

Public Notices

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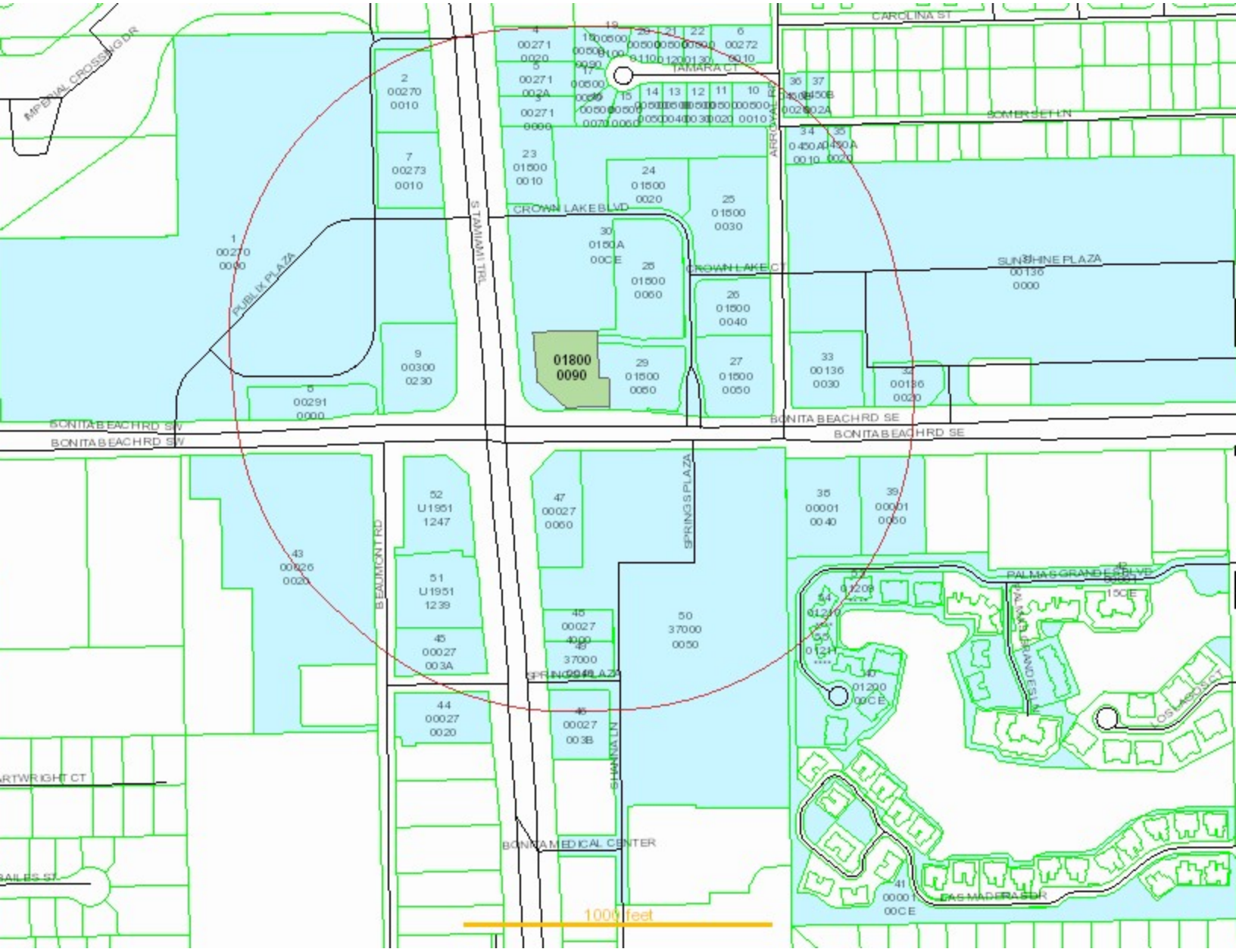
The subject property is located at 27940 Crown Lake Blvd., Bonita Springs, FL 34135 and contains the Aqua Seafood, Steaks & Raw Bar restaurant, in Section 33, Township 47 South and Range 25 East. The Property is at the northeast corner of S. Tamiami Trail and Bonita Beach Road S.E.
An application will be submitted to the City of Bonita Springs seeking approval for the following:

A Special Exception request pursuant to LDC Section 4-1023(a)(2)a.2. to amend the subject property's existing Site Plan, which currently allows up to 900 square feet of outdoor seating area where consumption of beer, wine and liquor may occur to be located within 500 feet of two (2) child care centers on the south side of the Restaurant pursuant to LDC Section 4-1023(a)(2)a.2., to permit approximately ~243 square feet of said outdoor seating area to be located on the west side of the Restaurant. The existing ~657 square feet of the outdoor seating area will remain on the south side of the Restaurant. The maximum amount of outdoor seating area previously approved (900 square feet) will not increase.

Business and property owners, residents and visitors are welcome to attend the presentation to discuss the project.
If you are unable to attend the meeting in person and have questions or comments, they can also be directed by mail, phone or e-mail to the individual below:

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June 28 2026
LSAR0545753


CAROLINA ST
TAMARA CT
SOMERSET LN
CROWN LAKE BLVD
CROWN LAKE CT
S TAMIAMI TRL
PUBLIX PLAZA
SUNSHINE PLAZA
01800
0090
BONITA BEACH RD SW
BONITA BEACH RD SE
BEAUMONT RD
SPRINGS PLAZA
PALMAS GRAND E BLVD
PALMAS GRAND ESLN
OSLA DR CT
SHANNA LN
BONITA MEDICAL CENTER
1000 feet

Subjects: 1 Affected: 6 Buffer: 10 Date: 6/2 List Size: 65

Index	Subject	FolioId	STRAP	OwnerNar	OwnerNar	MailAddre	MailAddre	MailCity	MailState	MailZip	MailCount	SiteNumb	SiteStreet	SiteUnit	SiteCity	SiteZip	Legal
0	TRUE	10289945	33-47-25-I	27940 CROWN LAKE E		852 FIFTH AVE S		NAPLES	FL	34102		27940	CROWN LAKE BLVD		BONITA SF	34135	ARROYAL MALL<CR>PB 55 PGS 43-46<CR>LOT 9
1	FALSE	10595127	33-47-25-I	BRIXMOR I RE TAX TE/		200 RIDGE PIKE #100		CONSHOH	PA	19428		3300-3360	BONITA BEACH RD SV		BONITA SF	34134	ARROYAL PB 3/80 LTS 70 71<CR>74 75 85-87 91+92 DSC 1842<CR>/380 LES 2361/172 +VAC ST+<CR>LESS LDO SPLIT 2019000238533
2	FALSE	10595128	33-47-25-I	JPMORGAN CHASE BA		1111 POLARIS PKWY		COLUMBU	OH	43240		27820	S TAMIAMI TRL		BONITA SF	34134	ARROYAL PB 3/80 PORT LT 71<CR>AS DESC IN LDO SPLIT 2019000238533
3	FALSE	10289406	33-47-25-I	27831 TAMIAMI TRAIL		27011 FLAMINGO DR		BONITA SF	FL	34135		27831/835	S TAMIAMI TRL		BONITA SF	34134	ARROYAL<CR>PB 3 PG 80<CR>LOT 71 LESS THE W 171 FT <CR>FR SE COR OF LT 71 N01-17W 100 FT<CR>S89-14W 249.26 FT S04-48-03E 100.24FT<CR>N89-14E 243.11 FT TO POB
4	FALSE	10289407	33-47-25-I	PALM CASUAL FURNI		7008 N DALE MABRY H		TAMPA	FL	33614		27801	S TAMIAMI TRL		BONITA SF	34134	ARROYAL PB 3 PG 80<CR>PT LT 71 DESC OR 1938/4012
5	FALSE	10289408	33-47-25-I	CROWN ROYAL PROP		27821 S TAMIAMI TRL		BONITA SF	FL	34134		27821	S TAMIAMI TRL		BONITA SF	34134	ARROYAL PB 3 PG 80<CR>DESC OR 1938 PG 1209<CR>PT LOT 71
6	FALSE	10289409	33-47-25-I	SPEARMAN DANIEL &		PO BOX 910		SALEM	IL	62881		27720	ARROYAL RD		BONITA SF	34135	ARROYAL<CR>PB 3 PG 80<CR>LOT PT 72
7	FALSE	10289410	33-47-25-I	BRIXMOR I RE TAX TE/		200 RIDGE PIKE #100		CONSHOH	PA	19428		27890	S TAMIAMI TRL		BONITA SF	34134	ARROYAL PB3PG80 PT LT 74<CR>DESC OR1842/377+OR1729/<CR>1164 LES VAC ST 1870/2099
8	FALSE	10289451	33-47-25-I	BRIXMOR I RE TAX TE/		200 RIDGE PIKE #100		CONSHOH	PA	19428		3250	BONITA BEACH RD SV		BONITA SF	34134	ARROYAL PB 3 PG 80<CR>PT OF LT 91 DESC OR 2361/<CR>172+ VAC ST OR 1870/2099
9	FALSE	10289472	33-47-25-I	7 ELEVEN INC		7-ELEVEN PO BOX 71		DALLAS	TX	75221		27990	S TAMIAMI TRL		BONITA SF	34134	BENSONS PB 9/102 LTS 23-33<CR>LES US-41+VAC ST OR 1870/<CR>2099+VAC OR 2737/1059
10	FALSE	10289608	33-47-25-I	CANAL JUSTIN +		8565 TAMARA CT		BONITA SF	FL	34135		8565/8567	TAMARA CT		BONITA SF	34135	PENN ESTATES<CR>PB 34 PG 4<CR>LOT 1
11	FALSE	10289609	33-47-25-I	SW FLORIDA PROJEC		14483 TUSCANY POIN		NAPLES	FL	34120		8559/8561	TAMARA CT		BONITA SF	34135	PENN ESTATES<CR>PB 34 PG 4<CR>LOT 2
12	FALSE	10289610	33-47-25-I	LARGAY WAY LLC		13966 OLD COAST RD		NAPLES	FL	34110		8551/8553	TAMARA CT		BONITA SF	34135	PENN ESTATES<CR>PB 34 PG 4<CR>LOT 3
13	FALSE	10289611	33-47-25-I	LARGAY WAY LLC		13966 OLD COAST RD		NAPLES	FL	34110		8543/8545	TAMARA CT		BONITA SF	34135	PENN ESTATES<CR>PB 34 PG 4<CR>LOT 4
14	FALSE	10289612	33-47-25-I	LARGAY WAY LLC		13966 OLD COAST RD		NAPLES	FL	34110		8537/8539	TAMARA CT		BONITA SF	34135	PENN ESTATES<CR>PB 34 PG 4<CR>LOT 5
15	FALSE	10289613	33-47-25-I	SP HOLDINGS OF SW		100 W PALINFIELD RD		COUNTRY	IL	60525		8531/8533	TAMARA CT		BONITA SF	34135	PENN ESTATES<CR>PB 34 PG 4<CR>LOT 6
16	FALSE	10591106	33-47-25-I	BOHNHORST ERIK &		1258 WEATHERSFIELI		SAN JOSE	CA	95118		8525/8527	TAMARA CT		BONITA SF	34135	PENN ESTATE <CR>PB 34 PG 4<CR>LOT 7
17	FALSE	10591107	33-47-25-I	MCSWFL LLC		541 OTTO PL		PARAMUS	NJ	07652		8519/8521	TAMARA CT		BONITA SF	34135	PENN ESTATE <CR>PB 34 PG 4<CR>LOT 8
18	FALSE	10289616	33-47-25-I	GUERRA JOSEPH		3040 OASIS GRAND B		FORT MYEI	FL	33916		8508/8510	TAMARA CT		BONITA SF	34135	PENN ESTATES<CR>PB 34 PG 4<CR>LOT 9
19	FALSE	10289617	33-47-25-I	MARTENS FREDERICK		8514 TAMARA CT		BONITA SF	FL	34135		8514	TAMARA CT		BONITA SF	34135	PENN ESTATES<CR>PB 34 PG 4<CR>LOT 10
20	FALSE	10289618	33-47-25-I	MCKENNEY LINWOOI		8805 TAMIAMI TRL N #		NAPLES	FL	34108		8520/8522	TAMARA CT		BONITA SF	34135	PENN ESTATES<CR>PB 34 PG 4<CR>LOT 11
21	FALSE	10289619	33-47-25-I	TAMARA COURT #12 L		8891 BRIGHTON LAN		BONITA SF	FL	34135		8526/8528	TAMARA CT		BONITA SF	34135	PENN ESTATES<CR>PB 34 PG 4<CR>LOT 12
22	FALSE	10289620	33-47-25-I	TAMARA COURT #13 L		8891 BRIGHTON LN #		BONITA SF	FL	34135		8530/8534	TAMARA CT		BONITA SF	34135	PENN ESTATES<CR>PB 34 PG 4<CR>LOT 13
23	FALSE	10289938	33-47-25-I	27841 CRC CVS		PO BOX 1610		COCKEYS	MD	21030		27841	CROWN LAKE BLVD		BONITA SF	34135	ARROYAL MALL<CR>PB 55 PGS 43-46<CR>LOT 1
24	FALSE	10289939	33-47-25-I	1495 RAIL HEAD 789 L		6317 PLUMOSA AVE		FORT MYEI	FL	33908		27861	CROWN LAKE BLVD		BONITA SF	34135	ARROYAL MALL<CR>PB 55 PGS 43-46<CR>LOT 2
25	FALSE	10289940	33-47-25-I	WARAMAUG NAPLES		13101 PRESTON RD #		DALLAS	TX	75240		27891	CROWN LAKE BLVD		BONITA SF	34135	ARROYAL MALL<CR>PB 55 PGS 43-46<CR>LOT 3
26	FALSE	10633719	33-47-25-I	LB COMMI LYONS & L		27911 CROWN LAKE E		BONITA SF	FL	34135		27911	CROWN LAKE BLVD		BONITA SF	34135	ARROYAL MALL<CR>PB 55 PG 43-46 <CR>LOT 4
27	FALSE	10289942	33-47-25-I	M&I MARS BMO HARI		CORPORA 111 W MOI		CHICAGO	IL	60603		9000	BONITA BEACH RD SE		BONITA SF	34135	ARROYAL MALL<CR>PB 55 PGS 43-46<CR>LOT 5
28	FALSE	10289943	33-47-25-I	BSH LIMITED PARTNE		1661 AARON BRENNE		MEMPHIS	TN	38120		27900	CROWN LAKE BLVD		BONITA SF	34135	ARROYAL MALL<CR>PB 55 PGS 43-46<CR>LOTS 6 + 7
29	FALSE	10289944	33-47-25-I	CROWN LAKE PROPEI		28120 SERATA CT		NAPLES	FL	34110		27970	CROWN LAKE BLVD		BONITA SF	34135	ARROYAL MALL<CR>PB 55 PGS 43-46<CR>LOT 8 + POR OF TR D + POR OF TR F DESC OR 3262/3915 + LOTS 43 + 44 BENSONS SUBD PB 9 PG 102
30	FALSE	10289946	33-47-25-I	ARROYAL I ROGER BC		27970 CROWN LAKE E		BONITA SF	FL	34135			ARROYAL MALL C/E		BONITA SF	34135	ARROYAL MALL<CR>PB 55 PGS 43 - 46<CR>TRS A THRU D + F LESS OR 3262 PG 3915 + LESS 2006000480484
31	FALSE	10290674	34-47-25-I	WYNN PROPERTIES I		9220 BONITA BEACH I		BONITA SF	FL	34135		9030-9174	BONITA BEACH RD SE		BONITA SF	34135	BONITA FARMS PB 3 PG 27<CR>LOT 38 + PT LOTS 33 THRU<CR>37 LESS 36.1 THRU 36.4
32	FALSE	10290676	34-47-25-I	WERKHEISER JAMES 1		28222 ROBOLINI CT		BONITA SF	FL	34135		9070	BONITA BEACH RD SE		BONITA SF	34135	BONITA FARMS SEC 34<CR>PB 3 PG 27 PT LOT 36<CR>DESC IN OR 1623 PG 1588
33	FALSE	10290677	34-47-25-I	BANK OF A CORPORA		PO BOX 32547		CHARLOTI	NC	28232		9020	BONITA BEACH RD SE		BONITA SF	34135	BONITA FARMS SEC 34<CR>PB 3 PG 27 PT LOT 36<CR>DESC IN OR 1653 PG 0067
34	FALSE	10290632	34-47-25-I	BRIGONI ROMAN IRIS		9001 SOMERSET LN		BONITA SF	FL	34135		9001	SOMERSET LN		BONITA SF	34135	BONITA FARMS<CR>PB 3 PG 27<CR>SEC 34 LOT 1 BLK A RVR
35	FALSE	10290617	34-47-25-I	HIDA VASILIKA		920 72ND ST #3H		BROOKLYI	NY	11228		9007	SOMERSET LN		BONITA SF	34135	BONITA FARMS SEC 34<CR>PB 3 PG 27 LT PT 35 DESC<CR>OR 1629 PG 1729 LESS E 71.40 FT<CR>AKA LT 2 BLK A RIVER RIDGE ESTS UN
36	FALSE	10290638	34-47-25-I	PIEDRA RAYMOND		681 17TH ST SW		NAPLES	FL	34117		9000/9002	SOMERSET LN		BONITA SF	34135	BONITA FARMS PT LOT 35 PB<CR>3 PG 27 DESC IN OR 1391<CR>PG 1449 AKA W 1/2 LT 2
37	FALSE	10290637	34-47-25-I	HENGEL DAVID A & S\		26 THIRD ST		BONITA SF	FL	34134		9004/9006	SOMERSET LN		BONITA SF	34135	BONITA FARMS PT LOTS 35<CR>PB 3 PG 27 DESC IN<CR>OR 1375 PG 1816 AKA E 1/2 OF LOT 2 BLK B RIVER RIDGE EST UNREC
38	FALSE	10295359	03-48-25-I	FIFTH THIF MD 10ATA		38 FOUNTAIN SQUARI		CINCINNA	OH	45263		9021	BONITA BEACH RD SE		BONITA SF	34135	FR NW COR OF SEC 3 RUN S<CR>127.46 FT TO POB<CR>LYING S OF SR 865
39	FALSE	10295361	03-48-25-I	UNITED STATES POST.		1735 N BROWN RD #2		LAWRENC	GA	30043		9071	BONITA BEACH RD SE		BONITA SF	34135	PARL IN N W 1/4 OF N W 1/4<CR>SEC 3 TWP 48 R 25 DESC IN<CR>OR 1195 PG 1905
40	FALSE	10442405	03-48-25-I	PUESTA DEL LAGO AT		28000 SPANISH WELL		BONITA SF	FL	34135			PUESTA DEL LAGO @		BONITA SF	34135	PUESTA DEL LAGO AT LAS BRISAS CONDO DESC OR 2924 PG 0050 AMENDED IN OR 3415/211+ OR3491/2964 + 0R3519/3620 + OR 3572/1481 + OR 3703/4828 + OR 3771/2615 + OR3806/4865 + OR 3822/521 +OR3863/3753 COMMON ELEMENTS
41	FALSE	10295355	03-48-25-I	LAS BRISA RESORT M		2685 HORSESHOE DR		NAPLES	FL	34104		9080	LAS MADERAS DR		BONITA SF	34135	N 1695.74 FT LESS PARLS 1.001 THRU 1.012 + LESS CONDOS + RD R/W LESS OR 3830/4300 + OR 4474 PG 579 + LESS INST#2008000280960
42	FALSE	10508963	03-48-25-I	SPANISH WELLS COM		9200 BONITA BEACH I		BONITA SF	FL	34135			RIGHT OF WAY		BONITA SF	34135	PARL LOC IN NW 1/4 OF SEC <CR>AS DESC IN OR 4474 PG 579<CR>PALMAS GRANDES R/W
43	FALSE	10633817	04-48-25-I	TAMIAMI INVESTMEN		3838 TAMIAMI TRL N #		NAPLES	FL	34103		3301	BONITA BEACH RD SV		BONITA SF	34134	BEG 30 FT E FR PT OF S LI OF BONITA BEACH RD + W LI OF NE 1/4 OF NW 1/4 OF NE +<CR>PAR IN NE 1/4 W OF<CR>BEAUMONT BLVD LESS RD R/W<CR>OR 1974 PG 3302 LESS INSTRUMENT 2023000350803
44	FALSE	10296295	04-48-25-I	ACTION BUSINESS C(		324 SW 16TH ST		BELLE GLA	FL	33430		28186	S TAMIAMI TRL		BONITA SF	34134	PARL IN NE 1/4 OF NE 1/4<CR>DESC IN OR 1069 PG 1107 LESS OR 3184 PG 3009
45	FALSE	10296297	04-48-25-I	WARFIELD DONALD H		6312 CAMINITO TENE		SAN DIEG(	CA	92120		28140	S TAMIAMI TRL		BONITA SF	34134	NE 1/4 OF NE 1/4 W OF<CR>BONITA SPRINGS BYPASS<CR>AS DESC OR 1961 PG 1690
46	FALSE	10296298	04-48-25-I	MDC ENDI 7-ELEVEN		ATTN: AD \ PO BOX 71		DALLAS	TX	75221		28175	S TAMIAMI TRL		BONITA SF	34134	PARL IN NE 1/4 OF NE 1/4<CR>SEC 4 T48 R25 DESC IN<CR>OR 1650 PG 2176
47	FALSE	10296307	04-48-25-I	DIRK AND ATT IGUAN		P.O. BOX 60959		FORT MYEI	FL	33906		28051	S TAMIAMI TRL		BONITA SF	34134	SPRINGS PLAZA CENTER<CR>OUT PARCEL<CR>DESC OR 2300 PG 4525
48	FALSE	10296312	04-48-25-I	SPIRIT MA/ SOUTH BA		1513 N WASHINGTON		SARASOTA	FL	34236		28145	S TAMIAMI TRL		BONITA SF	34134	PARL IN NE1/4 OF NE1/4<CR>E OF US 41<CR>DESC IN OR 2093 PG 3897
49	FALSE	10572026	04-48-25-I	MK REALTY 28155 S T(		6685 COLLIER BLVD		NAPLES	FL	34114		28155	S TAMIAMI TRL		BONITA SF	34134	SPRINGS PLAZA COMMERCIAL SUBDIVISION AS DESC IN INST# 2015000223206 LOT 4
50	FALSE	10572027	04-48-25-I	SPRINGS STATION LL(		11501 NORTHLAKE DI		CINCINNA	OH	45249		8951	BONITA BEACH RD SE		BONITA SF	34135	SPRINGS PLAZA COMMERCIAL SUBDIVISION AS DESC IN INST# 2015000223206 LOT 5
51	FALSE	10593569	04-48-25-I	TALKWWBS LLC		6857 GULF OF MEXIC		LONGBOA	FL	34228		28120	S TAMIAMI TRL		BONITA SF	34134	PARL IN SEC 04 TWP 48 RNG 25 <CR>AS DESC IN INSTRUMENT 2019000201810
52	FALSE	10593570	04-48-25-I	WBA PORT OAK STREI		125 S WACKER DR #1(		CHICAGO	IL	60606		28100	S TAMIAMI TRL		BONITA SF	34134	PARL IN NE 1/4 W OF<CR>BONITA BYPASS AS DESC<CR>OR 1823/388 LESS RD LESS INSTRUMENT 2019000201810
53	FALSE	10475308	03-48-25-I	ANDERSON JON D & I		9020 PALMAS GRAND		BONITA SF	FL	34135		9020	PALMAS G	101	BONITA SF	34135	PUESTA DEL LAGO AT LAS BRISAS <CR>DESC IN OR 3822 PG 521 <CR>PH 9 BLDG 9 UNIT 101
53	FALSE	10475309	03-48-25-I	SPERLE DEAN & ANN		2148 RUNNING DEER		FREEPORT	IL	61032		9020	PALMAS G	102	BONITA SF	34135	PUESTA DEL LAGO AT LAS BRISAS <CR>DESC IN OR 3822 PG 521 <CR>PH 9 BLDG 9 UNIT 102
53	FALSE	10475310	03-48-25-I	COLLINS JEREMY & TC		9020 PALMAS GRAND		BONITA SF	FL	34135		9020	PALMAS G	201	BONITA SF	34135	PUESTA DEL LAGO AT LAS BRISAS <CR>DESC IN OR 3822 PG 521 <CR>PH 9 BLDG 9 UNIT 201
53	FALSE	10475311	03-48-25-I	PORITSKY OLEG		66 REDWOOD LN		NEWTOWN	PA	18940		9020	PALMAS G	202	BONITA SF	34135	PUESTA DEL LAGO AT LAS BRISAS <CR>DESC IN OR 3822 PG 521 <CR>PH 9 BLDG 9 UNIT 202
54	FALSE	10470959	03-48-25-I	MARX JANICE KAREN I		9010 PALMAS GRAND		BONITA SF	FL	34135		9010	PALMAS G	101	BONITA SF	34135	PUESTA DEL LAGO AT LAS BRISAS <CR>DESC IN OR 3703 PG 4828 <CR>PH 10 BLDG 10 UNIT 101
54	FALSE	10470960	03-48-25-I	MORRISON PATRICK I		9010 PALMAS GRAND		BONITA SF	FL	34135		9010	PALMAS G	102	BONITA SF	34135	PUESTA DEL LAGO AT LAS BRISAS <CR>DESC IN OR 3703 PG 4828 <CR>PH 10 BLDG 10 UNIT 102
54	FALSE	10470961	03-48-25-I	BATISTA PAULO J &		9010 PALMAS GRAND		BONITA SF	FL	34135		9010	PALMAS G	201	BONITA SF	34135	PUESTA DEL LAGO AT LAS BRISAS <CR>DESC IN OR 3703 PG 4828 <CR>PH 10 BLDG 10 UNIT 201
54	FALSE	10470962	03-48-25-I	FAHNESTOCK PAUL M		9010 PALMAS GRAND		BONITA SF	FL	34135		9010	PALMAS G	202	BONITA SF	34135	PUESTA DEL LAGO AT LAS BRISAS <CR>DESC IN OR 3703 PG 4828 <CR>PH 10 BLDG 10 UNIT 202
55	FALSE	10470963	03-48-25-I	BERLETH GISELA A		9000 PALMAS GRAND		BONITA SF	FL	34135		9000	PALMAS G	101	BONITA SF	34135	PUESTA DEL LAGO AT LAS BRISAS <CR>DESC IN OR 3703 PG 4828 <CR>PH 11 BLDG 11 UNIT 101
55	FALSE	10470964	03-48-25-I	UNGER MARLENA AS(		9000 PALMAS GRAND		BONITA SF	FL	34135		9000	PALMAS G	102	BONITA SF	34135	PUESTA DEL LAGO AT LAS BRISAS <CR>DESC IN OR 3703 PG 4828 <CR>PH 11 BLDG 11 UNIT 102
55	FALSE	10470965	03-48-25-I	LAU TIMOTHY J & SHE		3310 HAVEN PL		GREEN BA	WI	54313		9000	PALMAS G	201	BONITA SF	34135	PUESTA DEL LAGO AT LAS BRISAS <CR>DESC IN OR 3703 PG 4828 <CR>PH 11 BLDG 11 UNIT 201
55	FALSE	10470966	03-48-25-I	LEESMAN BRAD W & E		478 SPRINGARDEN C		CINCINNA	OH	45238		9000	PALMAS G	202	BONITA SF	34135	PUESTA DEL LAGO AT LAS BRISAS <CR>DESC IN OR 3703 PG 4828 <CR>PH 11 BLDG 11 UNIT 202

Aqua Seafood, Steaks & Raw Bar
Special Exception Request

27940 Crown Lake Blvd.,
Bonita Springs, FL 34135

Neighborhood Information Meeting
July 21, 2026

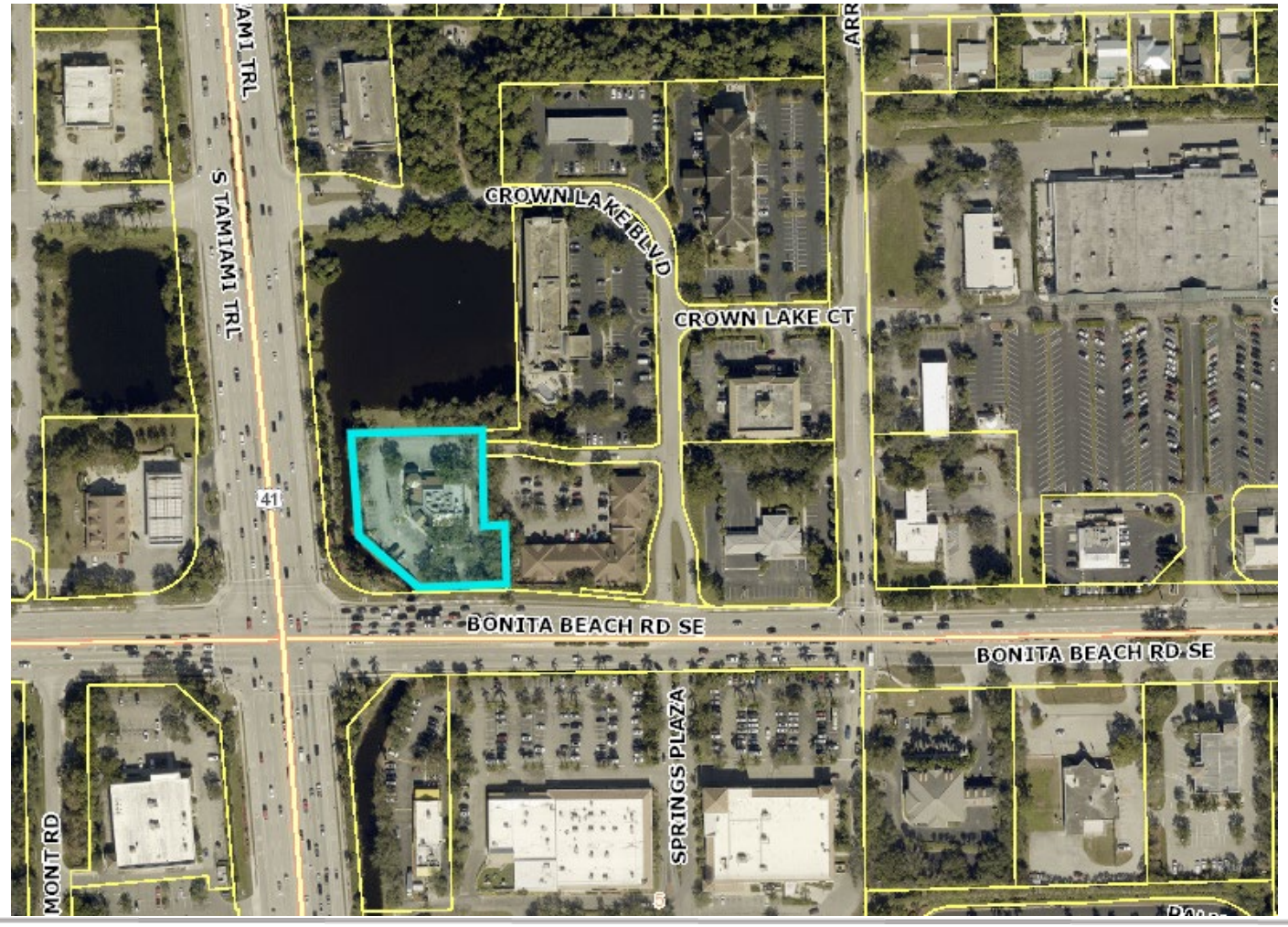
GENERAL INFORMATION

- Required Neighborhood Information Meeting (prior to submitting the application).
- We are recording this meeting. After the presentation, the meeting will be open for questions.
- Please sign in using the sign-in sheet.

PROJECT TEAM

- Applicant: 27940 Crown Lake Blvd., Inc.
  - Gordon Stojkoski, President
- Noel J. Davies, Esq., Davies Law, PLLC, Land Use Attorney
- Andrew Rath, P.E., Davidson Engineering, Civil Engineer

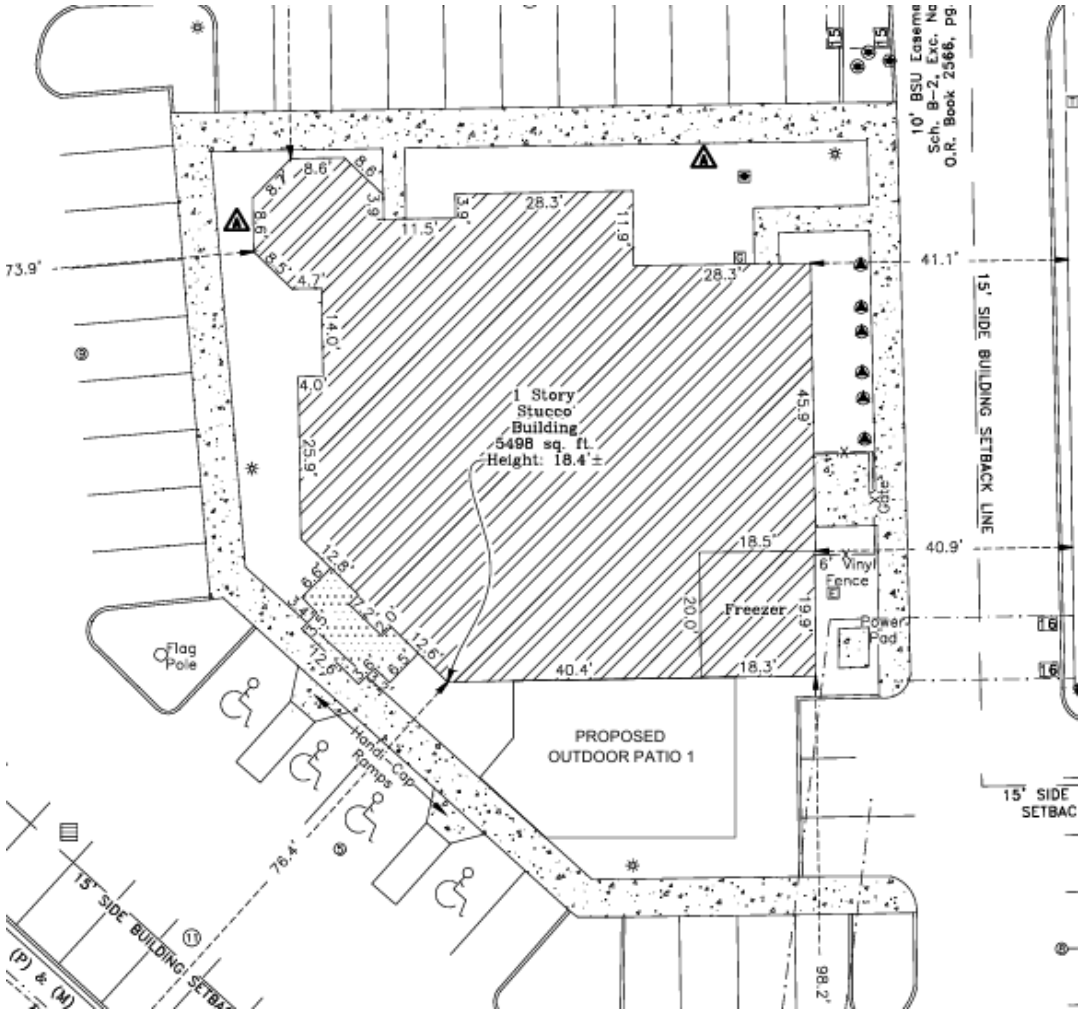
PROJECT LOCATION



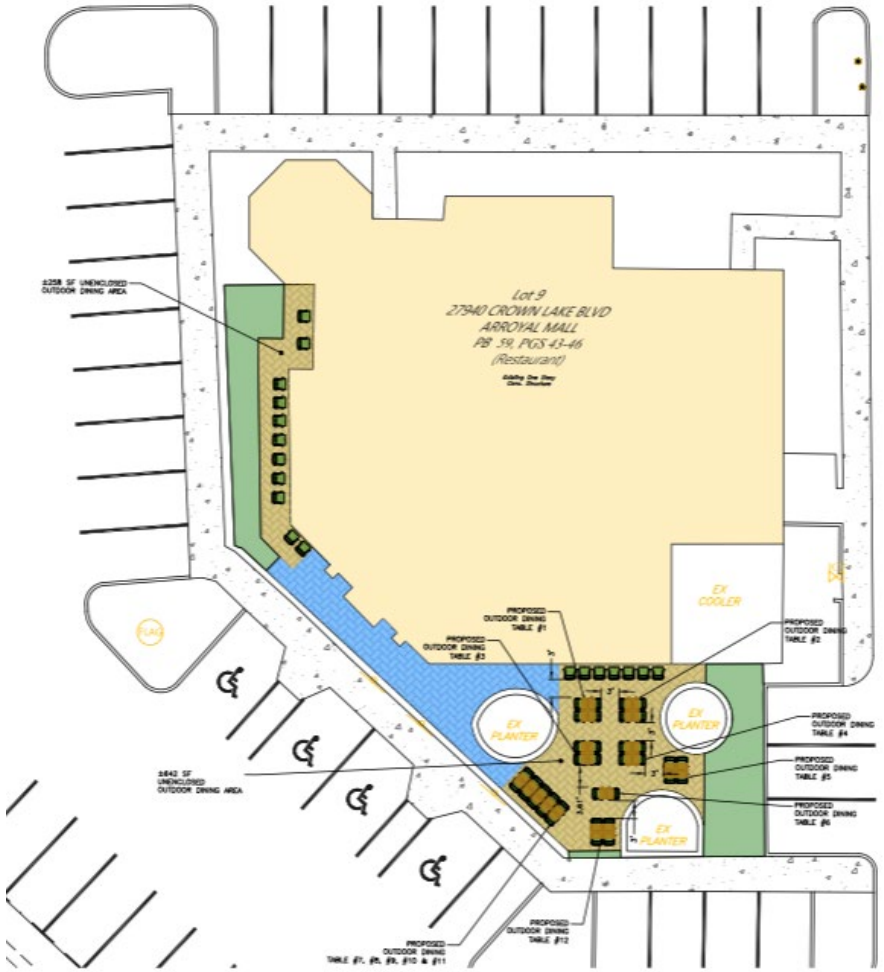
SPECIAL EXCEPTION REQUEST

- The Applicant proposes to amend the previously approved Special Exception and Site Plan that permits outdoor consumption of beer, wine and liquor on the subject property, which is located within 500 feet of two (2) child day care centers.
- The amendment will relocate approximately ± 243 square feet of the outdoor seating area where consumption may occur to the west side of the restaurant. The remaining ± 657 square feet of outdoor seating area will remain in the previously approved location on the south side of the restaurant.
- The total size of the outdoor dining area previously approved by City Council (900 square feet) will not increase.

PREVIOUSLY APPROVED PLAN



PROPOSED PLAN



DISTANCE TO LEARNING CITY ACADEMY – PREVIOUS PLAN



DISTANCE TO LEARNING CITY ACADEMY – PROPOSED PLAN



DISTANCE TO NOAH'S ARK ACADEMY – PREVIOUS PLAN



DISTANCE TO NOAH'S ARK ACADEMY – PROPOSED PLAN



NEXT STEPS

- The Special Exception Application will be submitted by the Applicant, then reviewed by City Staff.
- The Applicant will address any comments made by City Staff.
- The Special Exception Application will be presented before the Bonita Springs Planning and Zoning Board for review and recommendation to the Bonita Springs City Council at a duly noticed public hearing.
- The Special Exception Application will then be presented before the Bonita Springs City Council for approval at a duly noticed public hearing.

QUESTIONS?

If you have a disability and the format of this document interferes with your ability to access some information, please contact us at (239) 444-6150 during regular business hours (8:00am-5:00pm, Monday-Friday), and we'll gladly assist.

CITY OF BONITA SPRINGS
Community Development Department
9220 Bonita Beach Road, Ste. 111
Bonita Springs, FL 34135
Phone: (239) 444-6150
email: permitting@cityofbonitaspringscd.org

PUBLIC HEARING REQUEST
CONVENTIONAL REZONING OR SPECIAL EXCEPTION

ACTION REQUEST INFORMATION

A. Project Name: Aqua Seafood, Steaks & Raw Bar restaurant

STRAP Number(s): 33-47-25-B3-01800.0090

B. Type of Request (please check one): ☐ Conventional Rezoning ☒ Special Exception

PART I
APPLICANT\PROPERTY OWNERSHIP INFORMATION

A. Applicant's Name: 27940 Crown Lake Blvd. Inc. c/o Noel J. Davies, Esq., Davies Law, PLLC

Mailing Address: 3301 Bonita Beach Road, Suite 213

City: Bonita Springs State: FL Zip: 34134

Phone Number: 239.405.8033 Ext: _____ E-mail Address: noel.davies@davieslawpllc.com & catherine.louise@davieslawpllc.com

NOTE: The Applicant must sign the Applicant's Signature and Certification form [**See "PART III"**].

B. Applicant relationship to property: ☒ Owner ☐ Trustee ☐ Option holder ☐ Lessee ☐ Contract Purchaser

☐ Other (indicate): _____

*If the applicant is NOT the owner and the application is NOT City-initiated, submit a **notarized** Authorization Form from the owner to the applicant. Label the attachment "Exhibit I-B-1".

* If the application is City-initiated, enter the date the action was initiated by the City Council: _____

Attach a copy of the "green sheet" and a list of all property owners, and their mailing addresses, for all properties within the area described. Names and addresses must be those appearing on the latest tax rolls of Lee County. Label the "green sheet" as "Exhibit I-B-2" and the list as "Exhibit I-B-3".

C. Property Owner's Name: 27940 Crown Lake Blvd. Inc.

Mailing Address: 852 Fifth Avenue South

City: Naples State: FL Zip: 34102

Phone Number: 440-341-5851 Ext: _____ E-mail Address: aquafifth862@yahoo.com

D. Date property was acquired by present owner(s): 04/25/2022

E. Is the property subject to a sales contract or sales option? X NO _____ YES

F. Is owner(s) or contract purchaser(s) required to file a disclosure form? _____NO X YES. If yes, please complete and submit Exhibit I-F (attached).

G. Are there any existing deed restrictions or other covenants on this property which may affect this request?

_____ NO X YES. If yes, submit a copy of the Plat Book page with subject property clearly marked. Label this Exhibit II-A-3.

H. Authorized Agent(s): List names of authorized agents (submit additional sheets if necessary).

Name: Noel J. Davies, Esq., Davies Law, PLLC

Mailing Address: 3301 Bonita Beach Road, Suite 213

City: Bonita Springs State: FL Zip: 34134

Phone Number: 239-405-8033 Ext: _____ E-mail Address: catherine.louise@davieslawpllc.com

PART II
GENERAL INFORMATION

A. Nature of Request: (Check applicable answers)

☐ Rezoning FROM: _____ TO: _____

☒ Special Exception for: Relocate ± 243 square feet of the outdoor seating area for COP to the west side of the restaurant.

A. Legal Description and Boundary Sketch: Is property within a platted subdivision recorded in the official Plat Books of Lee County?

_____ NO. *Attach a legible copy of the legal description (labeled Exhibit II-A-1.) and a* certified sketch of description as set out in Chapter 5J-17.053, F.A.C., Florida Administrative Code, unless the subject property consists of one or more undivided platted lots. If the application includes multiple abutting parcels, the legal description must describe the perimeter boundary of the total area, but need not describe each individual parcel. However, the STRAP number for each parcel must be included. (labeled Exhibit II-A-2.)

X YES. Property is identified as:

Subdivision Name: Arroyal Mall

Plat Book: 55 Page: 43-46 Unit: _____ Block: _____ Lot: 9

Section: 33 Township: 47 Range: 25 E

Attach a copy of the Plat Book page with subject property clearly marked. Label this Exhibit II-B-3.

B. Project Street Address: 27940 Crown Lake Blvd., Bonita Springs, FL 34134

C. General Location of Property (referenced to major streets): The subject property is located at the northeast corner of S. Tamiami Trail and Bonita Beach Road S.E.

D. Present Use of Property: Is the property vacant? X NO _____ YES

Except for City-initiated requests, if the property is not vacant, the owner or applicant's signature on this application indicates that the Owner agrees to either remove all existing buildings and structures, OR that the use of the building or structure(s) will be in compliance with all applicable requirements of the land development code.

Briefly describe current use of the property: The subject property is occupied by Aqua Seafood, Steaks & Raw Bar restaurant.

E. Property Dimensions

1. Width (average if irregular parcel): ± 211 Feet
2. Depth (average if irregular parcel): ± 250 Feet
3. Frontage on road or street: ± 290 Feet on S. Tamiami Trail
   (Name of street)
   ± 140 Feet on Bonita Beach Road SE
4. Total land area: 1.15 acres Acres or Square Feet

F. Facilities

1. Fire District: Bonita Springs Fire District
2. Sewer Service Supplier: Bonita Springs Utilities
3. Water Service Supplier: Bonita Springs Utilities

PART III
AFFIDAVIT

I, Goran Stojkoski, certify that I am the owner or owner's authorized representative of the property described herein, and that all answers to the questions in this application and any sketches, data or other supplementary matter attached to and made a part of this application, are honest and true to the best of my knowledge and belief. I also authorize the staff of the City of Bonita Springs Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made through this application.

STATE OF: FLORIDA COUNTY OF: LEE

Signature:

Signatory's Printed Name: Goran Stojkoski

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence ☐ or online notarization, this 24 (day) of July, (month) 2024 (year), by Goran Stojkoski (name of person making statement).

Signature of Notary Public - State of Florida:

Name of Notary Typed, Printed, or Stamped: **Lisa Colomer**

Personally Known ☑ OR Produced Identification ☐

Type of Identification Produced: Florida DL.

Notary Public State of Florida
Lisa Colomer
My Commission HH 388426
Expires 6/25/2028

PART IV - SUBMITTAL REQUIREMENTS

APPLICATION TYPE	COPIES	EXHIBIT	ITEM
All	1		Completed application
All	1		Application Fee
All	1		Summary of Neighborhood Informational Meeting
All	1		Area Location Map
All	1	I-B-1	**Notarized** Authorization Form (if applicable)
City Initiated	1	I-B-2	Green Sheet (If applicable)
City Initiated	1	I-B-3	List of Property Owners (If applicable)
All	1	I-F	**Notarized** Disclosure Form (if applicable)
All	1	II-A-1	Legal Description
All	1	II-A-2	Certified sketch of description (if applicable)
All	1	II-A-3	Plat Book Page (if applicable)
All	2	IV-A	Surrounding Property Owners List
All	1	IV-B	Property Owners Map
Owner Initiated	1	IV-C	Deed Restrictions & Narrative (if applicable)
Rezoning Only	1	IV-D	Narrative Regarding Zoning Request
Rezoning Only	1	IV-E	Hazardous Materials Emergency Plan (if applicable)
All	1	IV-F	Application and Exhibits on CD-ROM

SPEC. EXCEPTIONS	COPIES	EXHIBIT	ITEM
All	1	IV-F	Narrative Re. Special Exception Request
All	1	IV-G	Site Plan
All	1	IV-H	Traffic Impact Analysis
Solar/wind	1	IV-I	Needs Documentation
Temp. Parking	1	IV-J	Need Analysis
Temp. Parking	1	IV-K	Traffic/Ped. Safety Plan
Consumption on prem.	1	IV-L	Affidavit
Harvesting of Cypress	1	IV-M-1	Aerial Photograph
Harvesting of Cypress	1	IV-M-2	Forest Management Plan
Joint Parking	1	IV-O-1	**Notarized** Statement
Joint Parking	1	IV-O-2	Agreements
Joint Parking	1	IV-O-3	Back-up Plan
Air. Land. Facility	1	IV-P	**Certified** List
Animals	1	IV-Q	Number & Type animals
Communication Towers	1	IV-R-1	Map showing all tower locations
Communication Towers	1	IV-R-2	Proof of attempt to use other facilities
Communication Towers	1	IV-R-3	Proof of attempt to inform others
Communication Towers	1	IV-R-4	Shared Tower Plan Agreement
Communication Towers	1	IV-R-5	Letter from Mosquito Control (if app.)
Communication Towers	1	IV-R-6	Letter from L.C. Port Authority (if app.)
Mobile Food Vendor Park	1	IV-S	Analysis of Off-Site Impacts

GENERAL – EXPLANATORY NOTES

ALL APPLICANTS MUST PAY THE APPLICATION FEE SET FORTH IN THE CITY OF BONITA SPRINGS EXTERNAL FEES AND CHARGES MANUAL.

UPON WRITTEN REQUEST, THE DIRECTOR MAY MODIFY THE SUBMITTAL REQUIREMENTS CONTAINED IN THIS SECTION WHERE IT CAN BE CLEARLY DEMONSTRATED THAT THE SUBMISSION WILL HAVE NO BEARING ON THE REVIEW AND PROCESSING OF THE APPLICATION. THE REQUEST AND THE DIRECTOR'S WRITTEN RESPONSE MUST ACCOMPANY THE APPLICATION SUBMITTED AND WILL BECOME A PART OF THE PERMANENT FILE.

PART I – EXPLANATORY NOTES

A. Applicant's Name: Application may be made by the landowner or the authorized agent. Where there is more than one owner, either legal or equitable, then all such owners must jointly initiate the application. Exceptions to this are:

   1) It is not required that both husband and wife initiate the application on private real property owned by them.
   2) Where the property is subject to a land trust agreement, the trustee may initiate the application.
   3) Where the fee owner is a corporation, any duly authorized corporate official may initiate the application.
   4) Where the fee owner is a partnership, the general partner may initiate the application.
   5) Where the fee owner is an association, the association may appoint an agent to initiate the application on behalf of the association.
   6) Where the property is a condominium or time-share condominium, refer to Sec. 4-193(a)(1)b. for rules.
   7) Where the property is a subdivision, refer to Sec. 4-193 (a)(1)c. for rules.
   8) Rezonings initiated by the Mayor and City Council on property not owned by the City.

B. Relationship of applicant to owner: Except for City-Initiated rezonings, if the applicant is not the owner of the property, a **notarized** authorization form from the owner to the applicant must be submitted. If the application IS City-initiated, then attach to the application a copy of the "Green Sheet" whereby the action was authorized. Label this submittal as Exhibit I-B.

C. Name of owner (s): see F. below

D. Date property was acquired by present owner(s). If City-initiated rezoning and does not own the property or have it under contract for purchase, enter "Not Applicable".

E. If the request is City-initiated and the City is not purchasing the property, enter "Not Applicable".

F. Name of Owner(s): Except for City-Initiated rezonings, a Disclosure Form (Exhibit I-F, attached) must be submitted for any entity whose interest in the property is other than solely equity interest(s) which are regularly traded on an established commodities market in the United States or another Country.

G. Authorized Agents: If the owner or applicant has authorized agents to act on his/her behalf, list the agent(s) name, mailing address and phone number. If City-initiated, enter "Not Applicable".

PART II – EXPLANATORY NOTES

A. Legal Description: If the property is not within a platted subdivision recorded in the official plat books of Lee County, a complete legal description must be attached which is sufficiently detailed and legible so as to be able to locate said property on city maps or aerial photographs. Also include the Section, Township, Range, and parcel number(s).If the application includes multiple abutting parcels, the legal description may describe the perimeter boundary of the total area, and need not describe each individual parcel, except where different zoning requests are made on individual parcels. Label the legal description as Exhibit II-A-1.

   A survey or a certified sketch of description as set out in Chapter 5J-17.053, F.A.C., Florida Administrative Code must be submitted unless the subject property consists of one or more undivided platted lots. If the application includes

multiple abutting parcels, the legal description must describe the perimeter boundary of the total area, but need not describe each individual parcel. However, the STRAP number for each parcel must be included. Label the Sketch as Exhibit II-A-2.

If the request is owner-initiated and a boundary survey is required, the survey must include the location of any existing structures on the property. Label the Boundary Survey as Exhibit II-A-2.

The Director has the right to reject any legal description which is not sufficiently detailed or legible so as to locate said property, and may require a certified survey or boundary survey prepared by a surveyor meeting the minimum technical standards for land surveying in the state, as set out in Chapter 5J-17.053, F.A.C. Boundaries must be clearly marked with a heavy line. The boundary line must include the entire area to be developed. If the request is owner-initiated the Federal Emergency Management Agency flood zone and required finished floor elevation must be shown as well as the location of existing structures on the property.

A copy of the plat may be purchased from the County Clerk's office.

NOTE: The Director has the right to reject any legal description which is not sufficiently detailed or legible so as to locate said property, and may require a certified survey or boundary sketch to be submitted.

B. Project Street Address: If the street address is unknown, the address may be obtained from the Lee County E-911 Addressing Division at (239) 335-1630.

C. General Location: The general location should reference known major streets so as to indicate to the general public the location of the property.

E. Property Dimensions: If the parcel is irregularly shaped, indicate the average width and depth of the property. Indicate the length of property abutting any existing street rights-of-way or easements. If property abuts more than one street, indicate frontage on each street.

F. Facilities

1. Fire District: Insert the name of the Fire District in which the property is located.
2. Sewer Service Supplier: List the name of the utility company or package plant which will be providing sanitary sewer service to the project. If a new private disposal plant is proposed or if septic systems will be used, so indicate.
3. Potable Water Service Supplier: List the name of the utility company which will be providing potable water service to the project. If wells are to be utilized, so indicate.

G. Present Use of Property: Briefly describe the present use of the property.

H. Property Restrictions: The application must include a copy of the deed restrictions or other types of covenants and restrictions on the parcel, along with a statement as to how the restrictions may affect the requested action. If there are no restrictions on the property, the applicant must indicate so on the application form.

PART III – EXPLANATORY NOTES

A. The applicant is responsible for the accuracy and completeness of this application. Time delays or additional expenses necessitated by the submittal of inaccurate or incomplete information is the responsibility of the applicant.
B. All information submitted with the application or submitted at the public hearing becomes a part of the public record and will be a permanent part of the file.
C. All applications must be submitted in person. Mailed-in applications will not be processed.
D. All attachments and exhibits submitted must be of a size that will fit or conveniently fold to fit into a letter size (8 1/2" x 11") folder.
E. The Department staff will review this application for compliance with requirements of the City of Bonita Springs Land Development Code. If any deficiencies are noted, the applicant will be notified.

PART IV – EXPLANATORY NOTES

➢ Neighborhood Meetings: Neighborhood meetings are mandatory for applications for rezoning and special exception requests. The city shall not process an application if the applicant has not conducted a neighborhood meeting. The applicant shall conduct a neighborhood meeting prior to filing its application with the city. The applicant shall include a written summary of the pre-application neighborhood meeting, as well as copies of all documents and exhibits that the applicant presented during the neighborhood meeting, with its initial application filing. The written summary shall include a list of those in attendance, a summary of the issues related to the development proposal discussed, comments by those in attendance about the development proposal, and any other information the applicant deems appropriate. The applicant shall conduct a second neighborhood meeting within 30 days after the city has deemed the application to be

sufficient and submit a post-sufficiency summary. Applications will not be scheduled for public hearings until the post-sufficiency meeting summary is submitted. **[Sec 4-28(c)]**

- Property Owners Map: *City-initiated requests:* A complete list of all property owners, and their mailing addresses, for all property within the area described. For the purpose of this subsection, names and addresses of property owners will be deemed to be those appearing on the latest tax rolls of the county. Label as Exhibit I-B-3.
- Surrounding Property Owners List: A complete list of all property owners, and their mailing addresses, for all property within three hundred seventy-five (375) feet [five hundred (500) feet if for a COP] of the perimeter of the subject property or the portion thereof that is the subject of the request. Names and addresses of property owners shall be deemed to be those appearing on the latest tax rolls of the County. The applicant is responsible for the accuracy of such list. This list is for the purpose of confirming mailed notices by the applicant to property owners within 375 feet or 500 feet of the property described as set forth in Section 4-229. **[Sec 4-194(a)(6)]**. Label as Exhibit IV-A.
- Surrounding Property Owners Map: A City Zoning map or other similar map displaying all of the parcels of property within three hundred seventy-five feet (375) [five hundred (500) feet if for a Consumption on Premises permit] of the perimeter of the subject parcel or the portion thereof that is the subject of the request, referenced by number or other symbol to the names on the property owners list. The applicant is responsible for the accuracy of the map. Label as Exhibit IV-B.
- Deed Restrictions: A copy of the deed restrictions on the subject property, if any, and a written statement as to how the deed restrictions may affect the requested action. Label as Exhibit IV- C.
- Narrative Statement (Rezoning Only): Label as Exhibit IV-D. State the basis or reason(s) for the requested action and address the following issues

  a. Whether there exists an error or ambiguity which must be corrected;
  b. Whether urban services, as defined in the Bonita Plan, are, or will be, available and adequate to serve a proposed land use change, when reviewing a proposed change to a future urban area category;
  c. Whether a proposed change is intended to rectify errors on the official zoning map;
  d. Whether there exist changed or changing conditions that make approval of the request appropriate;
  e. Whether the request is consistent with the goals, objectives, policies, and intent of the Bonita Plan;
  f. Whether the request meets or exceeds all performance and locational standards set forth for the proposed use;
  g. Whether the request will protect, conserve or preserve environmentally critical areas and natural resources;
  h. Whether the request will be compatible with existing or planned uses;
  i. Whether the request will cause damage, hazard, nuisance or other detriment to persons or property;
  j. Whether a requested use will be in compliance with all general zoning provisions and supplemental regulations pertaining to the use as set forth in LDC Chapter 4.
- Narrative Statement (Special Exceptions Only): Label as Exhibit IV-E. State the basis or reason(s) for the requested action and address issues d through j above.
- Site Plans (Special Exceptions only): Label as Exhibit IV-F. Request for a Special Exception MUST include a site plan detailing the proposed use, including where applicable:

  a. The location and current use of all existing structures on the site, as well as those on adjacent properties within one hundred (100) feet of the perimeter boundaries of the site; and
  b. All proposed structures and uses to be developed on the site; and
  c. Any existing public streets, easements or land reservations within the site and the proposed means of vehicular access to and from the site; and
  d. A traffic impact analysis for the development consistent with the Zoning Traffic Impact Statement (ZTIS) Guidelines; and
  e. Proposed fencing and screening, if any; and
  f. Any other reasonable information which may be required by the Director commensurate with the intent and purpose of the regulations.

- ADDITIONAL REQUIREMENTS FOR CERTAIN SPECIAL EXCEPTIONS: Certain Special Exceptions have specific requirements for additional submittals. Refer to the appropriate sections as indicated: Solar or Wind Energy Modifications:

  - Temporary Parking Lots:
  - Consumption on Premises:
  - Harvesting of Cypress:
  - Joint Parking:
  - Communication Towers:
  - Aircraft Landing Facilities - Private:
  - Animals:
  - Farm Labor Housing:
  - Mobile Food Vendor Park:
  - Dock Slips and Associated Structures:

EXHIBIT I-F
DISCLOSURE OF INTEREST FORM FOR:

STRAP NO. 33-47-25-B3-01800.0090 **CASE NO.** _____

1. If the property is owned in fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

2. If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, and Office	Percentage of Stock
27940 Crown Lake Blvd. Inc., 27940 Crown Lake Blvd., Bonita Springs, FL 34135	
Goran & Nancy Stojkoski	100%

3. If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with percentage of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP, list the names of the general and limited partners.

Name and Address	Percentage of Ownership

5. If there is a CONTRACT FOR PURCHASE, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name, Address, & Office (if applicable)	Percentage of Stock

Date of Contract: _____

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest shall be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

STATE OF: Florida COUNTY OF: Lee

Signature: _____

Signatory's Printed Name: Goran Stojkoski

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence ☐ or online notarization, this 24 (day) of July, (month) 2020 (year), by Goran Stojkoski (name of person making statement).

Signature of Notary Public - State of Florida: _____

Name of Notary Typed, Printed, or Stamped: **Lisa Colomer**

Personally Known ☐ OR Produced Identification ☑

Type of Identification Produced: Florida DL

Notary Public State of Florida
Lisa Colomer
My Commission HH 586426
Expires 8/25/2028



27940 CROWN LAKE BLVD.

LOCATION MAP

EXHIBIT I-B-I

AFFIDAVIT OF AUTHORIZATION

I, Goran Stojkoski (name), as President (title) of 27940 Crown Lake Blvd. Inc. (property owner), swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I have authorized the staff of City of Bonita Springs Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application; and that
4. The property will not be transferred, conveyed, sold or subdivided unencumbered by the conditions and restrictions imposed by the approved action.
5. We/I authorize Noel J. Davies, Esq., Davies Law, PLLC, and Andrew Rath, P.E., Davidson Engineering (name of engineer) to act as our/my representative in any matters regarding this petition including 1 through 2 above.

Notes:

- *If the applicant is a corporation, then it is usually executed by the corp. pres. or v. pres.*
- *If the applicant is a Limited Liability Company (L.L.C.) or Limited Company (L.C.)., then the documents should typically be signed by the Company's "Managing Member."*
- *If the applicant is a partnership, then typically a partner can sign on behalf of the partnership.*
- *If the applicant is a limited partnership, then the general partner must sign and be identified as the "general partner" of the named partnership.*
- *If the applicant is a trustee, then they must include their title of "trustee."*
- *In each instance, first determine the applicant's status, e.g., individual, corporate, trust, partnership, estate, etc., and then use the appropriate format for that ownership.*

Under penalties of perjury, I declare that I have read the foregoing Affidavit of Authorization and that the facts stated in it are true.

Signature Goran Stojkoski — Date 7-24-26

**************NOTE: NOTARY PUBLIC IS NOT REQUIRED FOR ADMINISTRATIVE APPROVALS**************
ALL OTHER APPLICATION TYPES MUST BE NOTARIZED

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 24 day of JULY, 2026, by Goran Stojkoski (name of person providing oath or affirmation), who is personally known to me or who has produced Florida DL. (type of identification) as identification.

STAMP/SEAL

Signature of Notary Public

EXHIBIT II-A-1
Legal Description

Lot 9, Arroyal Mall, as per the plat thereof recorded in Plat Book 55, Pages 43 through 46, Public Records of Lee County, Florida.

Together with any appurtenant easement rights applicable to that certain Declaration and Protective Covenants for Arroyal Mall Shopping Center dated December 13, 1993 and recorded December 15, 1993, in Official Records Book 2453, Page 1039, Public Records of Lee County, Florida, as amended and supplemented.

EXHIBIT II-A-3

PLAT BOOK 55 PAGE 43
SHEET 1 OF 4

ARROYAL MALL

A REPLAT OF A PORTION OF BENSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 9 AT PAGE 102 AND A PORTION OF ARROYAL SUBDIVISION AS RECORDED IN PLAT BOOK 3 AT PAGE 80; LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

NOTICE

LANDS DESCRIBED IN THIS PLAT ARE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE AND SEWER FACILITIES BEING ACCEPTED FOR MAINTENANCE BY LEE COUNTY. ANY PURCHASER OF A LOT IN THIS SUBDIVISION IS ADVISED THAT HE MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE OR IMPROVE-MENT OF ROADS, DRAINAGE AND SEWER FACILITIES.

NOTICE

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CERTIFICATION

3639359

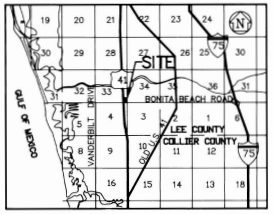
I HEREBY CERTIFY THAT THE ATTACHED PLAT OF ARROYAL MALL, A REPLAT OF A PORTION OF BENSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 9 AT PAGE 102 AND A PORTION OF ARROYAL SUBDIVISION AS RECORDED IN PLAT BOOK 3 AT PAGE 80 IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; BEING LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, HAS BEEN EXAMINED BY ME AND FROM MY EXAMINATION I FIND THAT SAID PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, LAWS OF FLORIDA. I FURTHER CERTIFY THAT THIS PLAT WAS FILED FOR RECORD AT 1:57 A.M./P.M. THIS 11th DAY OF August 1994, A.D., AND DULY RECORDED IN PLAT BOOK 55 AT PAGES 43 THRU 46 PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

Charlie Green
Charlie Green
CLERK OF COURT

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF ARROYAL MALL, A REPLAT OF A PORTION OF BENSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 9 AT PAGE 102 AND A PORTION OF ARROYAL SUBDIVISION AS RECORDED IN PLAT BOOK 3 AT PAGE 80 IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; BEING LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LAND ACCORDING TO A RECENT SURVEY MADE AND PLATTED UNDER MY DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN PLACED AT THE LOCATIONS SHOWN ON THIS PLAT.

Eric V. Sandoval 9TH DAY OF MAY, 1994.
ERIC V. SANDOVAL
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 5223



LOCATION MAP
(N.T.S.)

APPROVAL

THIS PLAT ACCEPTED THIS 3rd DAY OF August A.D., 1994, IN AN OPEN MEETING OF THE BOARD OF COUNTY COMMISIONERS OF LEE COUNTY, FLORIDA.

Ray Judah
RAY JUDAH
CHAIRMAN OF THE BOARD

Charlie Green
Charlie Green
CLERK OF COURT

Dawn E. Perry-Lehnert
DAWN E. PERRY-LEHNERT
COUNTY ATTORNEY

Walter D. McCarthy
WALTER D. McCARTHY
DIRECTOR, DIVISION OF DEVELOPMENT REVIEW

Mary Gibbs
MARY GIBBS
DIRECTOR, DEPARTMENT OF COMMUNITY DEVELOPMENT

DEDICATION

KNOWN ALL MEN BY THESE PRESENTS THAT CAPTAIN INVESTMENTS, INC., A FLORIDA CORPORATION AND THE FIFTH THIRD TRUST CO. & SAVINGS BANK, FSB, THE OWNERS OF THE HEREIN DESCRIBED LAND, HAVE CAUSED THIS PLAT OF ARROYAL MALL, A REPLAT OF A PORTION OF BENSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 9, AT PAGE 102 AND A PORTION OF ARROYAL SUBDIVISION AS RECORDED IN PLAT BOOK 3 AT PAGE 80; LOCATED IN LEE COUNTY, FLORIDA, TO BE MADE AND DO HEREBY DEDICATE TO THE ARROYAL MALL PROPERTY OWNERS ASSOCIATION, INC., TRACTS "A", "B", "C", "D", "E" & "F", AND ALL DRAINAGE EASEMENTS AND CONSERVATION EASEMENTS. ALL PUBLIC UTILITY EASEMENTS ARE DEDICATED TO THE PUBLIC. IN WITNESS WHEREOF, THE SAID OWNERS ABOVE HAVE CAUSED THESE DEDICATIONS TO BE MADE AND SIGNED THIS 9TH DAY OF MAY 1994, A.D., HEREBY REVOKING, VACATING AND ABROGATING ANY PLAT OR PLATS OF ANY PART OF SAID LANDS HERETOFORE MADE.

CAPTAIN INVESTMENTS,INC.

Alan V. Roseman — WITNESS
Ronald Bowdoy — WITNESS
John Kaptyn — JOHN KAPTYN, PRESIDENT

THE FIFTH THIRD TRUST CO. & SAVINGS BANK, FSB.

C. Forrest Workman — WITNESS
Alan V. Roseman — WITNESS
BY: Colleen M. Kvetko — COLLEEN M. KVETKO, PRESIDENT

ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF LEE)

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED JOHN KAPTYN, PRESIDENT OF CAPTAIN INVESTMENTS, INC., TO ME KNOWN TO BE THE PERSON WHO SIGNED THE FOREGOING DEDICATION AND HE ACKNOWLEDGES THE EXECUTION THEREOF TO BE HIS OWN FREE ACT AND DEED FOR THE USE AND PURPOSE THEREIN MENTIONED, WITNESS MY HAND AND OFFICIAL SEAL THIS 9TH DAY OF MAY 1994, A.D.

8-29-95
MY COMMISION EXPIRES

Alan V. Roseman
Alan V. Roseman
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF COLLIER)

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED COLLEEN M. KVETKO, PRESIDENT OF THE FIFTH THIRD TRUST CO. & SAVINGS BANK, FSB, TO ME KNOWN TO BE THE PERSON WHO SIGNED THE FOREGOING DEDICATION AND SHE ACKNOWLEDGES THE EXECUTION THEREOF TO BE HER OWN FREE ACT AND DEED FOR THE USE AND PURPOSE THEREIN MENTIONED, WITNESS MY HAND AND OFFICIAL SEAL THIS 11TH DAY OF MAY 1994, A.D.

8-29-95
MY COMMISION EXPIRES

Alan V. Roseman
Alan V. Roseman
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

THIS INSTRUMENT PREPARED BY :
ERIC V. SANDOVAL, L.S. #5223
Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS ~ LAND SURVEYORS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 33923
(813) 947-1144

D.O. # 94-02-006-00D

ARROYAL MALL

A REPLAT OF A PORTION OF BENSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 9 AT PAGE 102 AND A PORTION OF ARROYAL SUBDIVISION AS RECORDED IN PLAT BOOK 3 AT PAGE 80; LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

LEGAL DESCRIPTION

A PORTION OF BENSON'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED PLAT BOOK 9 AT PAGE 102 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; TOGETHER WITH LOT 73 AND PORTIONS OF LOTS 74, 87 AND 88 OF ARROYAL ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3 AT PAGE 80 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN S 89°07'36" W, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 33, FOR A DISTANCE OF 50.28 FEET; THENCE RUN N 00°52'24" W, FOR A DISTANCE OF 32.56 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF BONITA BEACH ROAD AS THE SAME IS SHOWN ON THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR STATE ROAD NO. 45, BONITA SPRINGS BY-PASS AT BONITA BEACH ROAD, LEE COUNTY, SECTION 12010-2509, SHEET 10, AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN S 89°08'20" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 192.60 FEET; THENCE RUN N 83°49'48" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 220.28 FEET TO THE SOUTHWEST CORNER OF LOT 45 OF BENSON'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9 AT PAGE 102 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N 01°23'19" W ALONG THE WEST LINE OF SAID LOT 45, FOR A DISTANCE OF 105.39 FEET TO THE NORTHWEST CORNER OF SAID LOT 45; THENCE RUN S 89°07'36" W ALONG THE NORTH LINE OF LOTS 43 AND 44 OF SAID BENSON'S SUBDIVISION, FOR A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF LOT 42 OF SAID BENSON'S SUBDIVISION; THENCE RUN S 01°23'19" E ALONG THE EAST LINE OF SAID LOT 42, FOR A DISTANCE OF 95.33 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF BONITA BEACH ROAD; THENCE RUN S 89°08'20" W ALONG THE NORTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 221.38 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 41 (STATE ROAD NO. 45) AS THE SAME IS SHOWN ON THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR STATE ROAD NO. 45, LEE COUNTY, SECTION 12010-2509, SHEET 5; THENCE RUN N 47°52'53" W, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 102.42 FEET; THENCE RUN N 04°54'05" W ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 381.59 FEET; THENCE RUN N 02°02'20" W, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 100.12 FEET; THENCE RUN N 04°54'05" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 370.57 FEET TO A POINT ON THE NORTH LINE OF LOT 74 OF ARROYAL ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3 AT PAGE 80 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N 89°07'36" E ALONG THE NORTH LINE OF LOTS 73 AND 74 OF SAID ARROYAL FOR A DISTANCE OF 893.87 FEET TO THE NORTHEAST CORNER OF SAID LOT 73 AND A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ARROYAL ROAD; THENCE RUN S 01°23'19" E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 630.00 FEET; THENCE RUN S 89°07'36" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 25.00 FEET; THENCE RUN S 01°23'19" E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 312.45 FEET; THENCE RUN S 43°54'05" W FOR A DISTANCE OF 21.11 FEET TO THE POINT OF BEGINNING. CONTAINING 18.20 ACRES, MORE OR LESS.

GENERAL NOTES

1.) BEARINGS HEREON REFER TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; AS BEING N 01°23'19" W.

2.) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

3.) ALL CURVES ARE CIRCULAR.

4.) ALL LINES ARE RADIAL UNLESS OTHERWISE SHOWN.

5.) A 10' NON-EXCLUSIVE PUBLIC UTILITY EASEMENT IS RESERVED ALONG TRACT "B" OF EACH LOT AND TRACT.

6.) LEGEND

F.C.M.	□	FOUND CONCRETE MONUMENT
P.R.M.	■	PERMANENT REFERENCE MONUMENT (SET 4" X 4" X 24" CONCRETE MONUMENT WITH ALUMINUM CAP P.R.M. L.S. #5223)
P.C.P.	⊗	PERMANENT CONTROL POINT (SET P.K. NAIL AND DISK L.B. #5151)
(NR)		NON-RADIAL
D.E.		DRAINAGE EASEMENT
P.U.E.		PUBLIC UTILITY EASEMENT
B.S.U., INC.		BONITA SPRINGS UTILITIES, INC.
O.R. BOOK		OFFICIAL RECORDS BOOK

6.) ALL ROADS ARE PUBLIC UTILITY EASEMENTS.

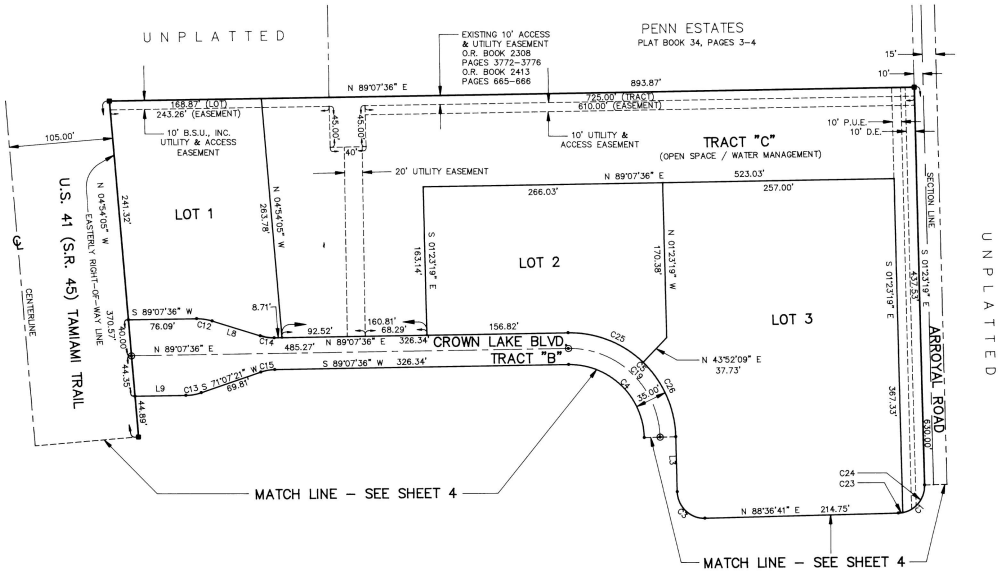
THIS INSTRUMENT PREPARED BY :
ERIC V. SANDOVAL, L.S. #5223
Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS ~ LAND SURVEYORS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 33923
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D.O. # 94-02-006-00D

PLAT BOOK 55 PAGE 45
SHEET 3 OF 4

ARROYAL MALL

A REPLAT OF A PORTION OF BENSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 9 AT PAGE 102 AND A PORTION OF ARROYAL SUBDIVISION AS RECORDED IN PLAT BOOK 3 AT PAGE 80; LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.



N

0 30 60 120
SCALE 1" = 60'

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING	DELTA
C1	30.00'	47.12'	30.00'	42.43'	N 43°36'41" E	90°00'00"
C2	30.00'	47.12'	30.00'	42.43'	N 46°23'19" W	90°00'00"
C3	30.00'	47.12'	30.00'	42.43'	S 46°23'19" E	90°00'00"
C4	82.50'	128.85'	81.76'	116.15'	N 46°07'51" W	89°29'05"
C5	117.50'	183.51'	116.45'	165.42'	N 46°07'51" W	89°29'05"
C12	55.50'	17.44'	8.79'	17.37'	N 81°52'17" W	18°00'15"
C13	55.50'	17.44'	8.79'	17.37'	N 80°07'29" E	18°00'15"
C14	50.00'	15.71'	7.92'	15.65'	S 81°52'17" E	18°00'15"
C15	50.00'	15.71'	7.92'	15.65'	S 80°07'29" W	18°00'15"
C19	100.00'	156.18'	99.10'	140.78'	N 46°07'52" W	89°29'05"
C23	30.00'	5.02'	2.52'	5.02'	S 83°48'48" W	09°35'46"
C24	30.00'	42.10'	25.35'	38.73'	N 38°48'48" W	80°24'14"
C25	117.50'	91.76'	48.36'	89.44'	S 68°30'08" E	44°44'32"
C26	117.50'	91.76'	48.36'	89.44'	S 23°45'35" E	44°44'33"

LINE TABLE

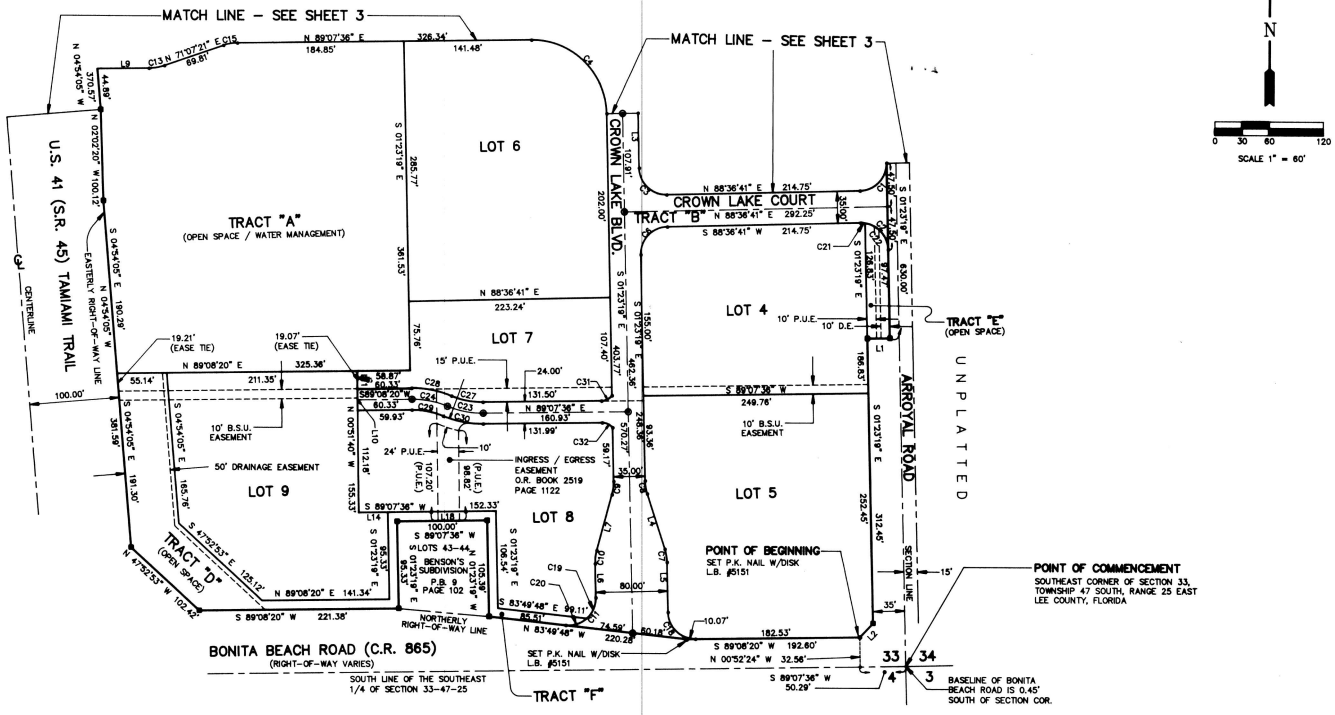
LINE	DIRECTION	DISTANCE
L3	S 01°23'19" E	60.41'
L8	S 72°52'09" E	55.77'
L9	S 89°07'36" W	56.82'

THIS INSTRUMENT PREPARED BY :
ERIC V. SANDOVAL, L.S. #5223
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D.O. # 94-02-006-00D

ARROYAL MALL

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LINE TABLE

LINE	DIRECTION	DISTANCE
L1	S 89°07'36" W	25.00'
L2	S 43°54'05" W	21.11'
L3	S 01°23'19" E	60.41'
L4	S 18°05'18" E	63.63'
L5	S 01°23'19" E	54.83'
L6	N 01°23'19" W	37.27'
L7	N 15°18'38" E	63.63'
L9	N 89°07'36" E	56.82'
L10	N 00°51'40" W	24.00'
L11	N 00°51'40" W	19.15'
L14	S 89°07'36" W	32.33'
L18	S 89°07'36" W	120.00'

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING	DELTA
C1	30.00'	47.12'	30.00'	42.43'	N 43°36'41" E	90°00'00"
C2	30.00'	47.12'	30.00'	42.43'	N 46°23'19" W	90°00'00"
C3	30.00'	47.12'	30.00'	42.43'	S 46°23'19" E	90°00'00"
C4	82.50'	128.85'	81.76'	116.15'	N 46°07'51" W	89°29'05"
C6	30.00'	47.12'	30.00'	42.43'	S 43°36'41" W	90°00'00"
C7	50.00'	14.57'	7.34'	14.52'	N 09°44'18" W	16°41'57"
C8	50.00'	14.57'	7.34'	14.52'	S 09°44'18" E	16°41'57"
C9	50.00'	14.57'	7.34'	14.52'	N 06°57'40" E	16°41'57"
C10	50.00'	14.57'	7.34'	14.52'	S 06°57'40" W	16°41'57"

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING	DELTA
C11	30.00'	51.08'	34.24'	45.13'	N 47°23'26" E	97°33'31"
C13	55.50'	17.44'	8.79'	17.37'	N 80°07'26" E	18°00'15"
C15	50.00'	15.71'	7.92'	15.65'	N 80°07'26" E	18°00'15"
C16	30.00'	49.23'	32.19'	43.89'	S 42°06'48" W	94°01'41"
C18	30.00'	46.85'	29.73'	42.23'	S 46°07'30" E	89°28'21"
C19	30.00'	25.85'	13.79'	25.06'	S 23°17'45" W	49°22'06"
C20	30.00'	25.23'	13.42'	24.49'	S 72°04'31" W	48°11'23"
C21	30.00'	5.02'	2.52'	5.02'	S 86°35'30" E	09°35'48"
C22	30.00'	42.10'	25.35'	38.73'	S 41°35'30" E	80°24'14"
C23	100.00'	40.50'	20.53'	40.23'	S 79°16'11" E	23°12'25"
C24	100.00'	40.48'	20.52'	40.21'	N 79°15'49" W	23°11'41"
C27	88.00'	35.64'	18.07'	35.40'	S 79°16'11" E	23°12'25"
C28	112.00'	45.34'	22.99'	45.03'	N 79°15'49" W	23°11'41"
C29	88.00'	35.62'	18.06'	35.38'	S 79°15'49" E	23°11'41"
C30	112.00'	45.36'	23.00'	45.05'	S 79°16'11" E	23°12'25"
C31	15.00'	13.53'	7.27'	13.08'	N 63°16'37" E	51°41'59"
C32	15.00'	-13.27'	7.10'	12.84'	N 65°32'20" W	50°40'09"

THIS INSTRUMENT PREPARED BY :
ERIC V. SANBOVAL, L.S. #5223
G. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS – LAND SURVEYORS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 33923
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D.O. # 94-02-006-00D

EXHIBIT II-B-3

PLAT BOOK 55 PAGE 43
SHEET 1 OF 4

ARROYAL MALL

A REPLAT OF A PORTION OF BENSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 9 AT PAGE 102 AND A PORTION OF ARROYAL SUBDIVISION AS RECORDED IN PLAT BOOK 3 AT PAGE 80; LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

NOTICE

LANDS DESCRIBED IN THIS PLAT ARE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE AND SEWER FACILITIES BEING ACCEPTED FOR MAINTENANCE BY LEE COUNTY. ANY PURCHASER OF A LOT IN THIS SUBDIVISION IS ADVISED THAT HE MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE OR IMPROVE-MENT OF ROADS, DRAINAGE AND SEWER FACILITIES.

NOTICE

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CERTIFICATION

3639359

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF ARROYAL MALL, A REPLAT OF A PORTION OF BENSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 9 AT PAGE 102 AND A PORTION OF ARROYAL SUBDIVISION AS RECORDED IN PLAT BOOK 3 AT PAGE 80 IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; BEING LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, HAS BEEN EXAMINED BY ME AND FROM MY EXAMINATION I FIND THAT SAID PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, LAWS OF FLORIDA. I FURTHER CERTIFY THAT THIS PLAT WAS FILED FOR RECORD AT 8:57 A.M./P.M. THIS 11th DAY OF August 1994, A.D., AND DULY RECORDED IN PLAT BOOK 55 AT PAGES 43 THRU 46 PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

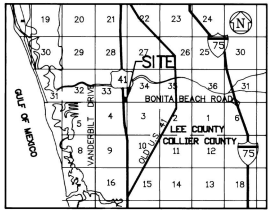
Charlie Green
Charlie Green
CLERK OF COURT

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF ARROYAL MALL, A REPLAT OF A PORTION OF BENSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 9 AT PAGE 102 AND A PORTION OF ARROYAL SUBDIVISION AS RECORDED IN PLAT BOOK 3 AT PAGE 80 IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; BEING LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LAND ACCORDING TO A RECENT SURVEY MADE AND PLATTED UNDER MY DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN PLACED AT THE LOCATIONS SHOWN ON THIS PLAT.

Eric V. Sandoval 9TH DAY OF MAY , 1994.
ERIC V. SANDOVAL
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 5223

D.O. # 94-02-006-00D



LOCATION MAP
(N.T.S.)

APPROVAL

THIS PLAT ACCEPTED THIS 3rd DAY OF August A.D., 1994, IN AN OPEN MEETING OF THE BOARD OF COUNTY COMMISIONERS OF LEE COUNTY, FLORIDA.

Ray Judah
RAY JUDAH
CHAIRMAN OF THE BOARD

Charlie Green
CHARLIE GREEN
CLERK OF COURT

Diana E. Parry-Lyncot
COUNTY ATTORNEY

Walter O. McCarthy
WALTER O. McCARTHY
DIRECTOR, DIVISION OF DEVELOPMENT REVIEW

Mary Gibbs MARY GIBBS
DIRECTOR, DEPARTMENT OF COMMUNITY DEVELOPMENT

DEDICATION

KNOWN ALL MEN BY THESE PRESENTS THAT CAPTAIN INVESTMENTS, INC., A FLORIDA CORPORATION AND THE FIFTH THIRD TRUST CO. & SAVINGS BANK, FSB, THE OWNERS OF THE HEREIN DESCRIBED LAND, HAVE CAUSED THIS PLAT OF ARROYAL MALL, A REPLAT OF A PORTION OF BENSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 9, AT PAGE 102 AND A PORTION OF ARROYAL SUBDIVISION AS RECORDED IN PLAT BOOK 3 AT PAGE 80; LOCATED IN LEE COUNTY, FLORIDA, TO BE MADE AND DO HEREBY DEDICATE TO THE ARROYAL MALL PROPERTY OWNERS ASSOCIATION, INC., TRACTS "A", "B", "C", "D", "E" & "F", AND ALL DRAINAGE EASEMENTS AND CONSERVATION EASEMENTS. ALL PUBLIC UTILITY EASEMENTS ARE DEDICATED TO THE PUBLIC. IN WITNESS WHEREOF, THE SAID OWNERS ABOVE HAVE CAUSED THESE DEDICATIONS TO BE MADE AND SIGNED THIS 9TH DAY OF MAY 1994, A.D., HEREBY REVOKING, VACATING AND ABROGATING ANY PLAT OR PLATS OF ANY PART OF SAID LANDS HERETOFORE MADE.

CAPTAIN INVESTMENTS,INC.

Alan V. Roseman
ALAN V. ROSEMAN
WITNESS

Ronald Beardsley
RONALD BEARDSLEY
WITNESS

BY: John Kaptyn
JOHN KAPTYN, PRESIDENT

THE FIFTH THIRD TRUST CO. & SAVINGS BANK, FSB.

C. Forrest Westman
C. FORREST WESTMAN
WITNESS

Alan V. Roseman
ALAN V. ROSEMAN
WITNESS

BY: Colleen M. Kvetko
COLLEEN M. KVETKO, PRESIDENT

ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF LEE)

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED JOHN KAPTYN, PRESIDENT OF CAPTAIN INVESTMENTS, INC., TO ME KNOWN TO BE THE PERSON WHO SIGNED THE FOREGOING DEDICATION AND HE ACKNOWLEDGES THE EXECUTION THEREOF TO BE HIS OWN FREE ACT AND DEED FOR THE USE AND PURPOSE THEREIN MENTIONED, WITNESS MY HAND AND OFFICIAL SEAL THIS 9TH DAY OF MAY 1994, A.D.

8-29-95
MY COMMISION EXPIRES

Alan V. Roseman
ALAN V. ROSEMAN
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF Collier)

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED COLLEEN M. KVETKO, PRESIDENT OF THE FIFTH THIRD TRUST CO. & SAVINGS BANK, FSB, TO ME KNOWN TO BE THE PERSON WHO SIGNED THE FOREGOING DEDICATION AND SHE ACKNOWLEDGES THE EXECUTION THEREOF TO BE HER OWN FREE ACT AND DEED FOR THE USE AND PURPOSE THEREIN MENTIONED, WITNESS MY HAND AND OFFICIAL SEAL THIS 11th DAY OF MAY 1994, A.D.

8-29-95
MY COMMISION EXPIRES

Alan V. Roseman
ALAN V. ROSEMAN
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

THIS INSTRUMENT PREPARED BY :
ERIC V. SANDOVAL, L.S. #5223
Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS ~ LAND SURVEYORS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 33923
(813) 947-1144

ARROYAL MALL

A REPLAT OF A PORTION OF BENSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 9 AT PAGE 102 AND A PORTION OF ARROYAL SUBDIVISION AS RECORDED IN PLAT BOOK 3 AT PAGE 80; LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

LEGAL DESCRIPTION

A PORTION OF BENSON'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED PLAT BOOK 9 AT PAGE 102 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; TOGETHER WITH LOT 73 AND PORTIONS OF LOTS 74, 87 AND 88 OF ARROYAL ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3 AT PAGE 80 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN S 89°07'36" W, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 33, FOR A DISTANCE OF 50.28 FEET; THENCE RUN N 00°52'24" W, FOR A DISTANCE OF 32.56 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF BONITA BEACH ROAD AS THE SAME IS SHOWN ON THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR STATE ROAD NO. 45, BONITA SPRINGS BY-PASS AT BONITA BEACH ROAD, LEE COUNTY, SECTION 12010-2509, SHEET 10, AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN S 89°08'20" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 192.60 FEET; THENCE RUN N 83°49'48" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 220.28 FEET TO THE SOUTHWEST CORNER OF LOT 45 OF BENSON'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9 AT PAGE 102 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N 01°23'19" W ALONG THE WEST LINE OF SAID LOT 45, FOR A DISTANCE OF 105.39 FEET TO THE NORTHWEST CORNER OF SAID LOT 45; THENCE RUN S 89°07'36" W ALONG THE NORTH LINE OF LOTS 43 AND 44 OF SAID BENSON'S SUBDIVISION, FOR A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF LOT 42 OF SAID BENSON'S SUBDIVISION; THENCE RUN S 01°23'19" E ALONG THE EAST LINE OF SAID LOT 42, FOR A DISTANCE OF 95.33 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF BONITA BEACH ROAD; THENCE RUN S 89°08'20" W ALONG THE NORTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 221.38 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 41 (STATE ROAD NO. 45) AS THE SAME IS SHOWN ON THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR STATE ROAD NO. 45, LEE COUNTY, SECTION 12010-2509, SHEET 5; THENCE RUN N 47°52'53" W, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 102.42 FEET; THENCE RUN N 04°54'05" W ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 381.59 FEET; THENCE RUN N 02°02'20" W, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 100.12 FEET; THENCE RUN N 04°54'05" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 370.57 FEET TO A POINT ON THE NORTH LINE OF LOT 74 OF ARROYAL ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3 AT PAGE 80 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N 89°07'36" E ALONG THE NORTH LINE OF LOTS 73 AND 74 OF SAID ARROYAL FOR A DISTANCE OF 893.87 FEET TO THE NORTHEAST CORNER OF SAID LOT 73 AND A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ARROYAL ROAD; THENCE RUN S 01°23'19" E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 630.00 FEET; THENCE RUN S 89°07'36" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 25.00 FEET; THENCE RUN S 01°23'19" E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 312.45 FEET; THENCE RUN S 43°54'05" W FOR A DISTANCE OF 21.11 FEET TO THE POINT OF BEGINNING. CONTAINING 18.20 ACRES, MORE OR LESS.

GENERAL NOTES

1.) BEARINGS HEREON REFER TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; AS BEING N 01°23'19" W.

2.) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

3.) ALL CURVES ARE CIRCULAR.

4.) ALL LINES ARE RADIAL UNLESS OTHERWISE SHOWN.

5.) A 10' NON-EXCLUSIVE PUBLIC UTILITY EASEMENT IS RESERVED ALONG TRACT "B" OF EACH LOT AND TRACT.

6.) LEGEND

F.C.M.	□	FOUND CONCRETE MONUMENT
P.R.M.	■	PERMANENT REFERENCE MONUMENT (SET 4" X 4" X 24" CONCRETE MONUMENT WITH ALUMINUM CAP P.R.M. L.S. #5223)
P.C.P.	⊗	PERMANENT CONTROL POINT (SET P.K. NAIL AND DISK L.B. #5151)
(NR)		NON-RADIAL
D.E.		DRAINAGE EASEMENT
P.U.E.		PUBLIC UTILITY EASEMENT
B.S.U., INC.		BONITA SPRINGS UTILITIES, INC.
O.R. BOOK		OFFICIAL RECORDS BOOK

6.) ALL ROADS ARE PUBLIC UTILITY EASEMENTS.

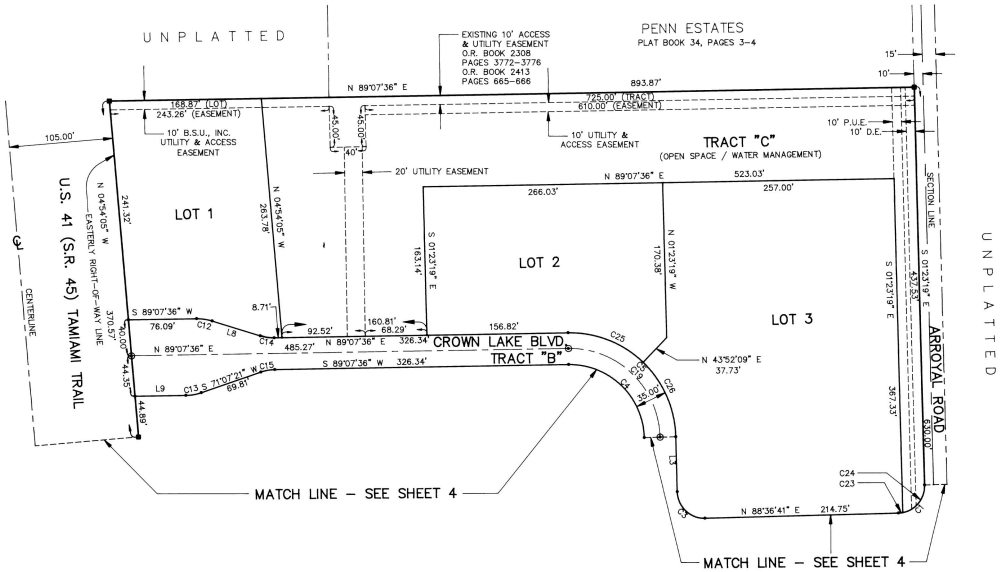
THIS INSTRUMENT PREPARED BY :
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D.O. # 94-02-006-00D

PLAT BOOK 55 PAGE 45
SHEET 3 OF 4

ARROYAL MALL

A REPLAT OF A PORTION OF BENSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 9 AT PAGE 102 AND A PORTION OF ARROYAL SUBDIVISION AS RECORDED IN PLAT BOOK 3 AT PAGE 80; LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.



N

0 30 60 120
SCALE 1" = 60'

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING	DELTA
C1	30.00'	47.12'	30.00'	42.43'	N 43°36'41" E	90°00'00"
C2	30.00'	47.12'	30.00'	42.43'	N 46°23'19" W	90°00'00"
C3	30.00'	47.12'	30.00'	42.43'	S 46°23'19" E	90°00'00"
C4	82.50'	128.85'	81.76'	116.15'	N 46°07'51" W	89°29'05"
C5	117.50'	183.51'	116.45'	165.42'	N 46°07'51" W	89°29'05"
C12	55.50'	17.44'	8.79'	17.37'	N 81°52'17" W	18°00'15"
C13	55.50'	17.44'	8.79'	17.37'	N 80°07'29" E	18°00'15"
C14	50.00'	15.71'	7.92'	15.65'	S 81°52'17" E	18°00'15"
C15	50.00'	15.71'	7.92'	15.65'	S 80°07'29" W	18°00'15"
C19	100.00'	156.18'	99.10'	140.78'	N 46°07'52" W	89°29'05"
C23	30.00'	5.02'	2.52'	5.02'	S 83°48'48" W	09°35'46"
C24	30.00'	42.10'	25.35'	38.73'	N 38°48'48" W	80°24'14"
C25	117.50'	91.76'	48.36'	89.44'	S 68°30'08" E	44°44'32"
C26	117.50'	91.76'	48.36'	89.44'	S 23°45'35" E	44°44'33"

LINE TABLE

LINE	DIRECTION	DISTANCE
L3	S 01°23'19" E	60.41'
L8	S 72°52'09" E	55.77'
L9	S 89°07'36" W	56.82'

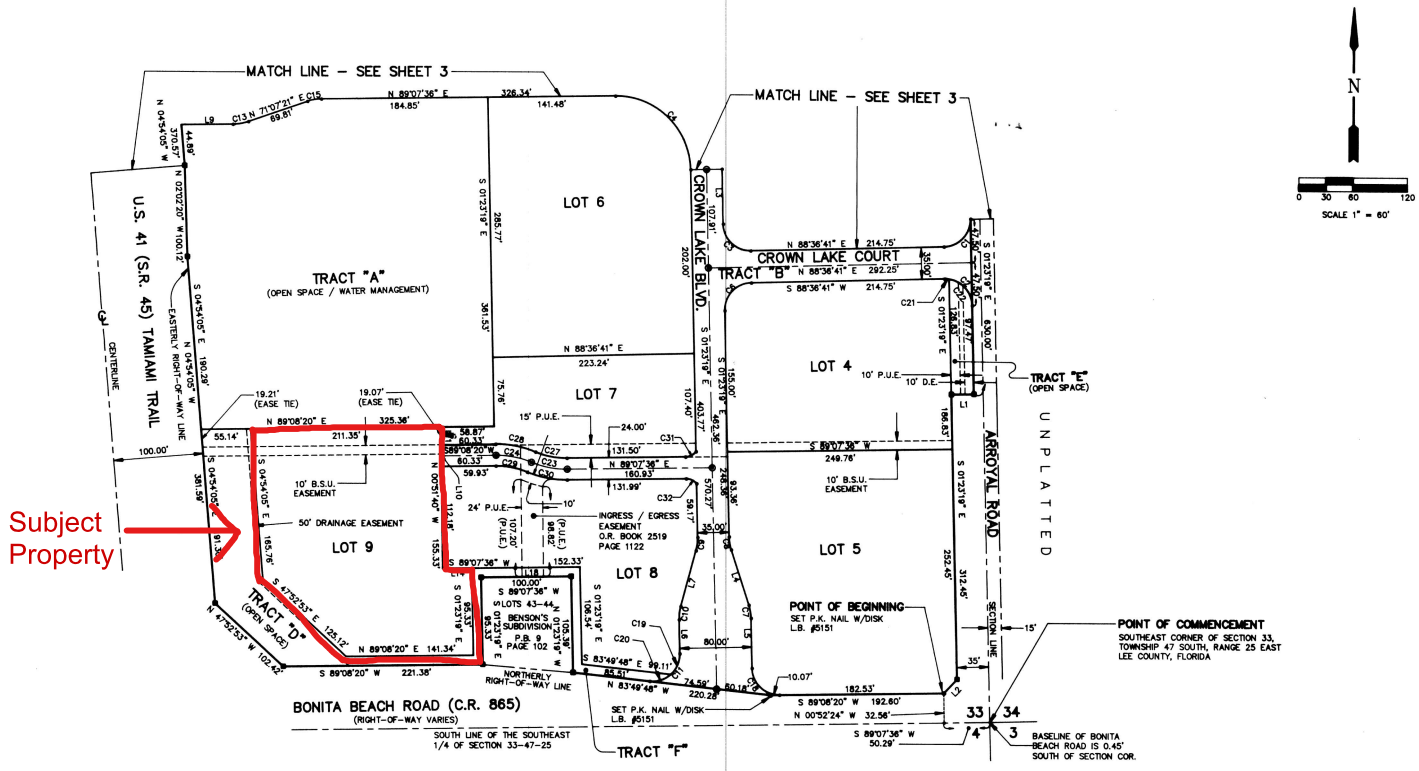
THIS INSTRUMENT PREPARED BY :
ERIC V. SANDOVAL, L.S. #5223
Q. GRADY MINOR AND ASSOCIATES, P.A.
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D.O. # 94-02-006-00D

PLAT BOOK 53 PAGE 46
SHEET 4 OF 4

ARROYAL MALL

A REPLAT OF A PORTION OF BENSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 9 AT PAGE 102 AND A PORTION OF ARROYAL SUBDIVISION AS RECORDED IN PLAT BOOK 3 AT PAGE 80; LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.



LINE TABLE

LINE	DIRECTION	DISTANCE
L1	S 89°07'36" W	25.00'
L2	S 43°54'05" W	21.11'
L3	S 01°23'19" E	60.41'
L4	S 18°05'18" E	63.63'
L5	S 01°23'19" E	54.83'
L6	N 01°23'19" W	37.27'
L7	N 15°18'38" E	63.63'
L9	N 89°07'36" E	56.82'
L10	N 00°51'40" W	24.00'
L11	N 00°51'40" W	19.15'
L14	S 89°07'36" W	32.33'
L18	S 89°07'36" W	120.00'

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING	DELTA
C1	30.00'	47.12'	30.00'	42.43'	N 43°36'41" E	90°00'00"
C2	30.00'	47.12'	30.00'	42.43'	N 46°23'19" W	90°00'00"
C3	30.00'	47.12'	30.00'	42.43'	S 46°23'19" E	90°00'00"
C4	82.50'	128.85'	81.78'	116.15'	N 46°07'51" W	89°29'05"
C6	30.00'	47.12'	30.00'	42.43'	S 43°36'41" W	90°00'00"
C7	50.00'	14.57'	7.34'	14.52'	N 09°44'18" W	16°41'57"
C8	50.00'	14.57'	7.34'	14.52'	S 09°44'18" E	16°41'57"
C9	50.00'	14.57'	7.34'	14.52'	N 06°57'40" E	16°41'57"
C10	50.00'	14.57'	7.34'	14.52'	S 06°57'40" W	16°41'57"

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING	DELTA
C11	30.00'	51.08'	34.24'	45.13'	N 47°23'26" E	97°33'31"
C13	55.50'	17.44'	8.79'	17.37'	N 80°07'29" E	18°00'15"
C15	50.00'	15.71'	7.92'	15.65'	N 80°07'29" E	18°00'15"
C16	30.00'	49.23'	32.19'	43.89'	S 42°06'48" W	94°01'41"
C18	30.00'	46.85'	29.73'	42.23'	S 46°07'30" E	89°28'21"
C19	30.00'	25.85'	13.79'	25.06'	S 23°17'45" W	49°22'06"
C20	30.00'	25.23'	13.42'	24.49'	S 72°04'31" W	48°11'23"
C21	30.00'	5.02'	2.52'	5.02'	S 86°35'30" E	09°35'48"
C22	30.00'	42.10'	25.35'	38.73'	S 41°35'30" E	80°24'14"
C23	100.00'	40.50'	20.53'	40.23'	S 79°16'11" E	23°12'25"
C24	100.00'	40.48'	20.52'	40.21'	N 79°15'49" W	23°11'41"
C27	88.00'	35.64'	18.07'	35.40'	S 79°16'11" E	23°12'25"
C28	112.00'	45.34'	22.99'	45.03'	N 79°15'49" W	23°11'41"
C29	88.00'	35.62'	18.06'	35.38'	S 79°15'49" E	23°11'41"
C30	112.00'	45.36'	23.00'	45.05'	S 79°16'11" E	23°12'25"
C31	15.00'	13.53'	7.27'	13.08'	N 63°16'37" E	51°41'59"
C32	15.00'	-13.27'	7.10'	12.84'	N 65°32'20" W	50°40'09"

THIS INSTRUMENT PREPARED BY :
ERIC V. SANDOVAL, L.S. #5223
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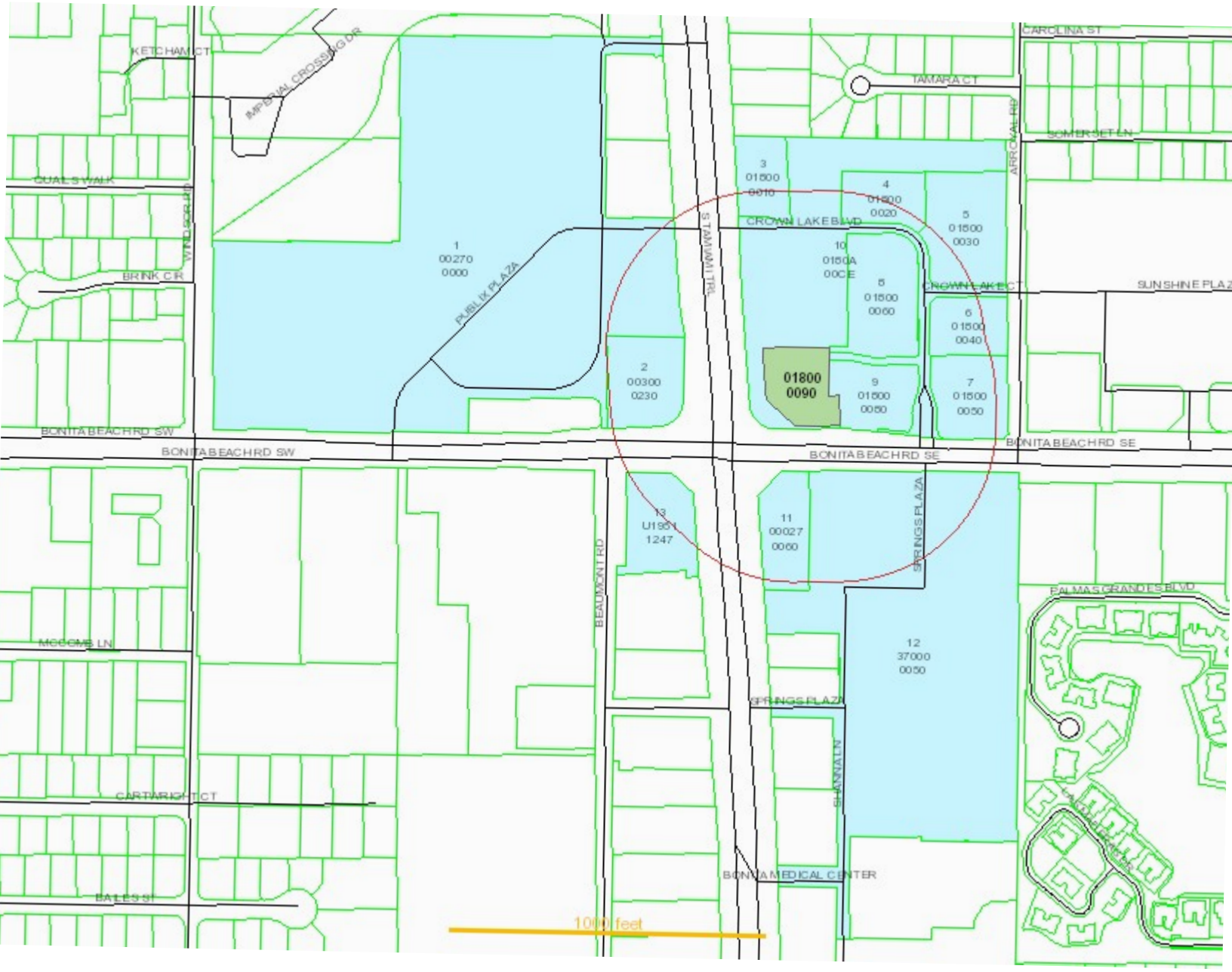
D.O. # 94-02-006-00D

EXHIBIT IV-A

Subjects: 1 Affected: 1 Buffer: 500 Date: 7/2 List Size: 14

Index	Subject	FolioId	STRAP	OwnerNan	OwnerNar	MailAddre	MailAddre	MailCity	MailState	MailZip	MailCount	SiteNumb	SiteStreet	SiteUnit	SiteCity	SiteZip	Legal
0	TRUE	10289945	33-47-25-I	27940 CROWN LAKE I		852 FIFTH AVE S		NAPLES	FL	34102		27940	CROWN LAKE BLVD		BONITA SF	34135	ARROYAL MALL<CR>PB 55 PGS 43-46<CR>LOT 9
1	FALSE	10595127	33-47-25-I	BRIXMOR I	RE TAX TE/	200 RIDGE PIKE #100		CONSHOH	PA	19428		3300-3360	BONITA BEACH RD SV		BONITA SF	34134	ARROYAL PB 3/80 LTS 70 71<CR>74 75 85-87 91+92 DSC 1842<CR>/380 LES 2361/172 +VAC ST+<CR>LESS LDO SPLIT 2019000238533
2	FALSE	10289472	33-47-25-I	7 ELEVEN INC		7-ELEVEN	PO BOX 71	DALLAS	TX	75221		27990	S TAMIAMI TRL		BONITA SF	34134	BENSONS PB 9/102 LTS 23-33<CR>LES US-41+VAC ST OR 1870/<CR>2099+VAC OR 2737/1059
3	FALSE	10289938	33-47-25-I	27841 CR(	CVS	PO BOX 1610		COCKEYS\	MD	21030		27841	CROWN LAKE BLVD		BONITA SF	34135	ARROYAL MALL<CR>PB 55 PGS 43-46<CR>LOT 1
4	FALSE	10289939	33-47-25-I	1495 RAIL	HEAD 789 I	6317 PLUMOSA AVE		FORT MYE	FL	33908		27861	CROWN LAKE BLVD		BONITA SF	34135	ARROYAL MALL<CR>PB 55 PGS 43-46<CR>LOT 2
5	FALSE	10289940	33-47-25-I	WARAMAUG	NAPLES	13101 PRESTON RD #		DALLAS	TX	75240		27891	CROWN LAKE BLVD		BONITA SF	34135	ARROYAL MALL<CR>PB 55 PGS 43-46<CR>LOT 3
6	FALSE	10633719	33-47-25-I	LB COMMI	LYONS & L	27911 CROWN LAKE I		BONITA SF	FL	34135		27911	CROWN LAKE BLVD		BONITA SF	34135	ARROYAL MALL<CR>PB 55 PG 43-46 <CR>LOT 4
7	FALSE	10289942	33-47-25-I	M&I MARS	BMO HARI	CORPORA	111 W MO	CHICAGO	IL	60603		9000	BONITA BEACH RD SE		BONITA SF	34135	ARROYAL MALL<CR>PB 55 PGS 43-46<CR>LOT 5
8	FALSE	10289943	33-47-25-I	BSH LIMITED	PARTNE	1661 AARON BRENNE		MEMPHIS	TN	38120		27900	CROWN LAKE BLVD		BONITA SF	34135	ARROYAL MALL<CR>PB 55 PGS 43-46<CR>LOTS 6 + 7
9	FALSE	10289944	33-47-25-I	CROWN LAKE	PROPE	28120 SERATA CT		NAPLES	FL	34110		27970	CROWN LAKE BLVD		BONITA SF	34135	ARROYAL MALL<CR>PB 55 PGS 43-46<CR>LOT 8 + POR OF TR D + POR OF TR F DESC OR 3262/3915 + LOTS 43 + 44 BENSONS SUBD PB 9 PG 102
10	FALSE	10289946	33-47-25-I	ARROYAL I	ROGER BC	27970 CROWN LAKE I		BONITA SF	FL	34135			ARROYAL MALL C/E		BONITA SF	34135	ARROYAL MALL<CR>PB 55 PGS 43 - 46<CR>TRS A THRU D + F LESS OR 3262 PG 3915 + LESS 2006000480484
11	FALSE	10296307	04-48-25-I	DIRK AND	ATT IGUAN	P.O. BOX 60959		FORT MYE	FL	33906		28051	S TAMIAMI TRL		BONITA SF	34134	SPRINGS PLAZA CENTER<CR>OUT PARCEL<CR>DESC OR 2300 PG 4525
12	FALSE	10572027	04-48-25-I	SPRINGS STATION LL		11501 NORTHLAKE D		CINCINNA	OH	45249		8951	BONITA BEACH RD SE		BONITA SF	34135	SPRINGS PLAZA COMMERCIAL SUBDIVISION AS DESC IN INST# 2015000223206 LOT 5
13	FALSE	10593570	04-48-25-I	WBA PORT	OAK STREI	125 S WACKER DR #1		CHICAGO	IL	60606		28100	S TAMIAMI TRL		BONITA SF	34134	PARL IN NE 1/4 W OF<CR>BONITA BYPASS AS DESC<CR>OR 1823/388 LESS RD LESS INSTRUMENT 2019000201810

EXHIBIT IV-B


KETCHAM CT
IMPERIAL CROSSING DR
QUAIL S WALK
WINDSCRUB RD
BRINK CIR
PUBLIK PLAZA
1
00270
0000
2
00300
0230
STAMMA TRL
3
01500
0010
4
01500
0020
5
01500
0030
CROWN LAKE BLVD
10
0150A
00CE
8
01500
0060
9
01500
0050
01800
0090
7
01500
0050
6
01500
0040
CROWN LAKE CT
CAROLINA ST
TAMARA CT
AFRICA RD
SOMERSET LN
SUNSHINE PLAZ
BONITA BEACH RD SW
BONITA BEACH RD SW
BONITA BEACH RD SE
BONITA BEACH RD SE
13
U1951
1247
BEAUMONT RD
11
00027
0060
SPRINGS PLAZA
PALMAS GRANDES BLVD
12
37000
0050
SPRINGS PLAZA
SHANNA LN
BONITA MEDICAL CENTER
CARTWRIGHT CT
BALES ST
1000 feet

.2896.

137.50R

3505447

DECLARATION AND PROTECTIVE COVENANTS FOR ARROYAL MALL SHOPPING CENTRE

This DECLARATION is made this 13th day of DECEMBER, 1993, by CAPTAIN INVESTMENTS, INC., its successors and assigns ("Declarant"):

WHEREAS, Declarant, CAPTAIN INVESTMENTS, INC., presently having its principal place of business at 3401 Bonita Beach Road, S.W., Suite 108, Bonita Springs, Florida, is the Owner and developer of certain real property in Lee County, Florida, known as "Arroyal Mall" (also referred to herein as the "Property"), consisting of commercial property and Common Areas (as that term is hereinafter defined) serving same, which Property is described on the attached Exhibit "A"; and,

WHEREAS, Declarant desires to provide for the preservation of property values, amenities and opportunities in Arroyal Mall contributing to the general health, safety and welfare of owners and for the maintenance of the land and improvements thereon, and to this end desires to subject the Property to the Protective covenants, conditions, restrictions, and other provisions hereinafter set forth, each and all of which is and are for the benefit of the Property and each "Owner" (as that term is hereinafter defined) thereof; and,

WHEREAS, Declarant has caused Arroyal Mall Property Owners Association, Inc., a Florida corporation not-for-profit (the "Corporation") to be formed, which Corporation has joined in these Protective Covenants and to which there has been and will be delegated and assigned certain powers and duties of operation, administration, maintenance and repair of portions of the Property; and,

WHEREAS, Declarant may, in its sole discretion, from time to time, convey, lease or grant a license or other use right to lands within the Property by deed, easement, or otherwise to the Corporation which must accept the same, or Declarant may in its sole discretion cause additional parties to do so, for the purpose of maintenance, landscaping, drainage, recreation, preservation or other purposes that will be for the use and benefit of its Owners and their tenants and guests.

NOW, THEREFORE, for good and valuable consideration, the Declarant declares that the Property is and shall be owned, used, sold, conveyed, encumbered, demised and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, burdens, liens, and all other provisions of this Declaration, all as hereinafter set forth, which shall run with the

PAULICH, O'HARA & SLACK, P.A.
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2150 Goodlette Road
Naples, Florida 33940

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RECORD VERIFIED - CHARLIE GREEN, CLERK
By: K. DeLisle, D.C.

Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

ARTICLE 1

DEFINITIONS

1.1 "Arroyal Mall Shopping Centre" shall mean and refer to that certain real property in Lee County, Florida as described on the attached Exhibit "A", also referred to as the Property.

1.2 "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Corporation.

1.3 "Common Areas" or "Corporation Common Areas" shall mean and refer to that portion of the Property designated by Declarant for use by vehicular and pedestrian traffic for ingress, egress, utilities, water management, parking, landscaping, and other uses to the benefit of Owners within the Property, as such areas may be expanded, reduced, created, modified or deleted by Declarant.

1.4 "Corporation" or "Association" shall mean and refer to Arroyal Mall Property Owners Association, Inc., a Florida corporation not-for-profit, which has its principal place of business in Lee County, Florida, its successors or assigns.

1.5 "Declarant" shall mean and refer to Captain Investments, Inc., a Florida corporation, presently having its principal place of business at 3401 Bonita Beach Road, SW, Suite 108, Bonita Springs, Florida, its successors or assigns of any or all of its rights under the Declaration as specified by Declarant.

1.6 "Declaration" shall mean and refer to this document, entitled "Declaration and Protective Covenants for Arroyal Mall Shopping Centre" as the same may be amended from time to time.

1.7 "Governing Documents" shall mean and refer to this Declaration and the Articles of Incorporation ("Articles"); and By-Laws ("By-Laws") of the Corporation, as filed or recorded, if required, and all as may be amended from time to time. In the event of conflict or inconsistency among the documents, the governing provision shall be that first appearing in the sequence: this Declaration, the Articles, the By-Laws.

1.8 "Improvement" shall mean and refer to any building, sign, wall sign, exterior lighting, fences, advertising devices, wall, drainage facility, water retention facility, sewage system, road, lake, preserve, landscaping, and/or other structure that is constructed, installed, erected, placed or made within or upon the Property, as well as any construction, demolition, excavation, and/or grading, within or upon, and any subdividing (or resubdividing) and/or platting (or replatting) of, or combination of, a Plot or Plots, or any addition or modification to any of the foregoing.

1.9 "Institutional Mortgagee" shall mean and refer to (a) a lending institution having a first mortgage lien on a Plot including any of the following institutions: a Federal or State Savings and Loan or Building and Loan Association, a national or

state bank or real estate investment trust, or mortgage banking company doing business in the State of Florida or a life insurance company; or (b) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration and Veterans Administration and such other Secondary Mortgage Market Institutions as the Board shall hereafter approve in writing which has acquired a first mortgage upon a Plot; or (c) any and all investors or lenders, or the successors and assigns of such investors or lenders which have loaned money to Declarant to acquire, or construct improvements upon the Property and who have a mortgage lien on all or a portion of the Property securing such loan.

1.10 "Operating Expenses" or "Common Expenses" shall mean and refer to the expenses for which Owners are liable to the Corporation as described in this Declaration and in any other of the Governing Documents, and include, but are not limited to, the costs and expenses incurred by the Corporation in fulfilling its obligations hereunder and in administering, operating, owning, constructing, reconstructing, financing, maintaining, repairing and replacing the Corporation Common Areas or portions thereof and Improvements thereon as well as expenses incurred by the Corporation in fulfilling the obligations under the Governing Documents, which mean and include the costs and expenses described in the Governing Documents as such and include regular and special assessments made by the Corporation in accordance with the terms hereof.

1.11 "Owner" shall mean and refer to a record owner of any fee interest in any Plot located within the Property, but excluding those having an interest in a Plot merely as security for the performance of an obligation.

1.12 "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any other legal entity.

1.13 "Plot" shall mean and refer to any property: a platted lot; a platted parcel; or any quantity of real property, platted or unplatted, including any fixtures and improvements thereon, capable of being described with such definiteness that its location and boundaries may be established, which is determined by the Declarant to be used, developed and conveyed as a unit.

1.14 "PUD" shall mean and refer to Lee County Resolution #2-93-047, the zoning resolution for the Property as approved by Lee County and as may be amended from time to time.

1.15 "Property" shall mean and refer to that real property described in Exhibit "A" attached hereto and made a part hereof.

1.16 "Protective Covenants" shall mean and refer to the Declaration and Protective Covenants for Arroyal Mall Shopping Centre, as the same may be amended from time to time.

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1.17 "Structure" shall mean that which is built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires a more or less permanent or temporary location on the ground, or which is attached to something having a permanent or temporary location on the ground. The term shall be construed as if followed by the words "or part thereof".

1.18 "Value" shall mean and refer to a number, assigned to a Plot which is used in determining that Plot's applicable portion of Operating Expenses, all in accordance with the provisions of Article 7 of this Declaration.

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ARTICLE 2

DECLARANT'S RIGHTS AND POWERS

2.1 Corporation Common Areas

(a) Declarant shall have the right, and the power, but neither the duty nor the obligation, in its sole discretion, to convey, lease or grant a license or other use right to real property within or without the Property, to the Corporation for such purposes as may be expressed in the instrument of conveyance, lease or grant of license or use. No such real property shall be considered to be Corporation Common Areas until actually so conveyed, leased or a grant of license or other use is created by a written instrument.

(b) Any such conveyance, lease or grant of license or use right to the Corporation may be exclusive or non-exclusive so that Persons other than Corporation may or may not have a right, power, duty, or privilege with respect to all or any part of any real property so conveyed, leased, licensed or the use of which has been granted. Corporation shall accept from Declarant any such conveyance, lease, grant of license or grant of use right. Except as provided in paragraph (d) below, Corporation shall not accept, from any person other than Declarant, a conveyance, lease, grant of license or grant of use right except upon the prior written consent of the Declarant.

(c) Prior to any conveyance, lease or grant of license or other use right by Declarant to Corporation of any real property, Declarant shall have the right to charge reasonable fees for the use of such real property; thereafter the right to use such real property is subject to the payment of Operating Expenses and may also be subject to reasonable rents, fees and other charges in favor of the Corporation. In any event, rents, fees and other charges required to be paid to Declarant under leases, grants, licenses or contracts creating use rights shall continue to be paid.

(d) The Corporation may enter into easement agreements or other use or possessory agreements whereby the Corporation may obtain the use or possession of certain real property not owned by Declarant, on an exclusive or non-exclusive basis, and included or not included within the Property for certain specified purposes and whereby the Corporation agrees to maintain and pay for the taxes, insurance, administration, upkeep, repair, replacement and maintenance of such property. The aforestated expenses shall be an Operating Expense whether or not such real property shall be Corporation Common Areas. No such agreement shall be entered into without the prior written consent of Declarant, its designees or assignees.

(e) The Declarant declares, subject to the provisions of this Declaration, including but not limited to, the provisions of Article 4.1 hereof, that the Corporation Common Areas are subject to a perpetual non-exclusive easement in favor of Declarant, the Corporation, , the Owners, their invitees, and lessees, to use the Corporation Common Areas for all normal purposes, including, but not limited to, ingress and egress and for the furnishing of services and facilities for which the same are reasonably intended in accordance with the terms of this Declaration, including parking. Declarant also declares that the Corporation Common Areas are also subject to an easement for ingress and egress in favor of governmental and quasi-governmental entities for the purposes of police, fire, mail, ambulance, garbage collection, municipal or other such governmental services.

(f) Declarant reserves the right for itself and its designees to grant additional easements for ingress and egress, parking, governmental services and utilities and cable television over, across and under the Corporation Common Areas, for the use and benefit of persons who are not Members of the Corporation (as hereinafter defined).

2.2 Enforcement

(a) Declarant reserves unto itself and its designees the right, and the power, (i) to enforce the Protective Covenants, and (ii) to delegate or assign, either exclusively or non-exclusively, any or all of its rights, powers, duties or privileges hereunder to a Person, the Corporation, or to an Owner, or to any other designee.

(b) Declarant, its designees or other party having the right to enforce this Declaration, if any, shall have the right and the power to enforce the Protective Covenants imposed by this Declaration by any proceeding at law or in equity against any Person violating or attempting to violate any such provisions, to restrain any violation or attempted violation of such provisions, to require specific performance of such provisions, to recover damages for violations of such provisions, and to enforce any lien

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created by this Declaration. Failure by Declarant, or the Corporation, any Owner, or any other Person, to enforce any of such provisions shall in no event be deemed a waiver of the right of any of them to do so thereafter.

(c) The costs and attorneys fees, including those resulting from any appellate proceedings, incurred by Declarant or its designees or other party having the right to enforce this Declaration, if any, who prevails in any such enforcement action against a Person to enforce any provision of this Declaration shall be a personal obligation of such Person which shall be paid by such Person and any amount thereof which remains due and unpaid shall be a continuing lien upon such Person's Plot, if such Person is also an Owner, collectible in the manner provided in Article 6.

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2.3 Declarant's Inaction.

Neither the execution and recordation of this Declaration nor the creation of any Corporation or other entity, nor the recordation of any other instrument subjecting any land in the Property to Protective Covenants, shall obligate or require (i) Declarant to grant any right, power, duty or privilege of any nature or kind to the Corporation or to any other entity, or (ii) Declarant to perform any act permitted by this Declaration or by any other recorded instrument, or to enforce any Protective Covenant, or to do anything which it does not, in its sole discretion, elect to do.

2.4 Assignment.

Declarant reserves the right, and the power, to delegate or assign, either exclusively or non-exclusively, to any Person, any or all of its rights, powers, duties or privileges created or provided for by this Declaration or by any other recorded instrument. DECLARANT SHALL BE UNDER NO OBLIGATION TO DELEGATE OR ASSIGN ANY OF ITS RIGHTS, POWERS, DUTIES AND PRIVILEGES CONTAINED IN THIS DECLARATION TO ANY PERSON OR ENTITY. All such delegations or assignments shall be by a written instrument executed by Declarant.

ARTICLE 3

CONSTRUCTION OF IMPROVEMENTS/STRUCTURES

3.1 Plans, Specifications and Locations of Structures.

a) Declarant may establish and from time to time modify, architectural standards for the control of the design and construction of all Structures, Improvements and other work within the Property.

(b) No Structure or Improvement shall be commenced, erected, improved or altered, nor shall any grading, excavation, tree

removal or change of exterior color or other work which in any way alters the exterior appearance of any Structure or Plot or of any Corporation Common Areas be done without the prior written approval of the Declarant.

(c) Each Owner shall, prior to the commencement of any construction for a Structure or Improvement, submit in sequence to Declarant for its written approval, the following materials: (i) a "preliminary concept plan" which shall include schematic site plans, floor plans and exterior elevations and materials; (ii) "design proposals" which shall include more detailed building and site design plans and specifications sufficient and definite in detail so that there can be determined the character, exterior appearance, exterior materials and colors, and the quality and kind of building and landscape materials proposed; and (iii) "construction plans and specifications" which shall be a true extension of the preliminary concept plan and design proposals, including a sealed plot plan, in detail and to scale. Declarant shall, in writing, within thirty (30) days after receipt of each required submittal which it deems complete, approve, reject or approve, subject to change, such plans, proposals and specifications as are submitted to it as required above. If no written notice is sent by Declarant within said thirty (30) days the submittal shall be deemed rejected. After approval, any change in location, plot plan, exterior colors or exterior materials must be re-submitted for approval. Failure of an Owner to obtain a required approval of the Declarant prior to the commencement of any construction shall be deemed a material breach hereof and Declarant shall then have the right, in addition to any other rights permitted by law or in equity, to proceed in the courts to obtain a mandatory injunction requiring any construction done without said approval and which if requested would not be approved to be torn down or removed forthwith.

(d) The approval, rejection or withholding of any approval by Declarant of the plans, proposals and specifications and the location of all Structures, and every alteration of any Structure, shall not be construed or interpreted as a representation or determination by Declarant that any building, plumbing, electrical code or other applicable governmental regulations or requirements have or have not been properly met by the Owner, it being understood that the approval of Declarant relates only to the aesthetics of the improvements shown on the plans and specifications, and not to their sufficiency or adequacy. Each Owner shall be responsible for obtaining all necessary technical data and for making application to and obtaining the approval of Lee County, and any other appropriate governmental agencies prior to commencement of any work or construction.

(e) Declarant shall have no duty, responsibility nor liability to any Owner or to any other Person whomsoever in respect to the exercise of its rights, or the failure to exercise its

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rights under the Declaration. Declarant may reject plans, proposals and specifications based on any grounds or reason whatsoever, including purely aesthetic grounds, in its sole and absolute discretion. Declarant's decision to approve, reject or withhold its approval may, in the sole exercise of its discretion, be based upon: (i) the harmony of its exterior design. color and location in relation to, and its effect upon. surrounding structures, vegetation, topography, and the overall community design: (ii); the character of the exterior materials; (iii) the planned quality of the exterior workmanship; (iv) Declarant's design and construction standards: (v) Declarant's development plan; or (vi) any other factor deemed material or relevant by Declarant.

3.2 Water Management Areas.

(a) No Structure of any kind shall be constructed or erected, nor shall any person in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water, in any portion of any water management area reserved for, or intended by Declarant to be reserved for, drainage ways, sluiceways or for the accumulation of runoff waters, as reflected in any plat or instrument of record, without the specific written permission of Declarant.

(b) No person shall in no way deny or prevent ingress and egress to such water management areas for maintenance or landscape purposes by Declarant, Corporation or any appropriate governmental agency that may reasonably require any right of ingress and egress, and easements therefore are hereby specifically reserved and created.

(c) No Plot shall be increased in size by filling in any water or retention or drainage areas on which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water or retention or drainage areas that have been or may be created by easement or by plat without the prior written consent of Declarant. Each owner shall be obligated to operate its drainage and water management system in a manner consistent with the Property's drainage and water management system.

(d) Each Owner and the Association agree to join in and consent to Declarant's surface water management plan. Drainage and water retention facilities for each Plot must conform to the water management plan approved for the Property by the Declarant's consulting engineer, as such plan may be amended from time to time; provided, however, no Owner shall be required to join in any amendment to the water management plan in effect at the time of the Owner's acquisition of his Plot if the result of such amendment would be to create a material adverse impact upon the drainage plans for such Owner's Plot.

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3.3 No Implied Waiver.

The failure of Declarant to object to an Owner or another Person's failure to comply with the Protective Covenants shall in no event be deemed a waiver by Declarant, or any other Person having an interest herein, of its rights to object to the same and to seek compliance therewith in accordance with the provisions of this Declaration.

3.4 Rights Reserved by Declarant.

Notwithstanding anything contained in this Article 3 or elsewhere in this Declaration, Declarant, and its nominees and designees shall have the right to construct, maintain and repair such Structures or Improvements on the Property or any part thereof, including conducting activities appurtenant thereto or associated therewith as Declarant deems necessary or appropriate. Further, notwithstanding any other provision of the Declaration, Declarant reserves and Declarant, and its nominees and designees, shall have the right to enter onto the Property and transact thereon any business necessary to consummate the sale, lease, improvement, repair, maintenance or encumbrance of Plots or other real property, including, but not limited to, the right to maintain models and sales and leasing offices, place signs, employ sales personnel, use the Corporation Common Areas and show Plots. Any such models, sales areas, sales construction, maintenance and repair shall not be considered a part of the Corporation Common Areas and shall remain the property of Declarant or its nominees or designees. This section may not be suspended, superseded or modified in any manner unless such amendment is consented to by Declarant. This right of use including the transaction of business as set forth herein, like Declarant's other rights herein, and other rights reserved by Declarant may be assigned in writing by Declarant in whole or in part.

3.5 Declarant's Exculpation and Approvals.

Declarant may grant, withhold or deny its consent, permission or approval in any instance where its consent, permission or approval is permitted or required at its sole discretion and without any liability of any nature or kind to Owner or any other Person for any reason whatsoever. Every consent, permission or approval by Declarant under this Declaration shall be in writing and binding upon all Persons.

3.6 Zoning, Land Use Regulations

An Owner shall not inaugurate or implement any variation from, modification to, or amendment of Declarant's development plan, or governmental regulations, land use plans, land development regulations, zoning, development orders or development permits applicable to the Property, or to any Plot, without the prior written approval of Declarant and the Corporation.

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3.7 Owner and Member Compliance.

(a) The Protective Covenants shall apply not only to Owners, and Persons to whom an Owner has delegated his right of use in and to the Corporation Common Areas, but also to any other Person occupying an Owner's Plot under lease from the Owner or by permission or invitation of the Owner or his tenants, expressed or implied, licensees, invitees or guests.

(b) Failure of an Owner to notify any Person of the existence of the Protective Covenants shall not in any way act to limit or divest the right of Declarant of enforcement of these provisions against the Owner or such Person and, in addition, the Owner shall be responsible for any and all violations of these provisions by his tenants, delegates, licensees, invitees or guests, and by guests, licensees and invites of his tenants at any time.

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ARTICLE 4

PROPERTY RIGHTS CORPORATION COMMON AREAS AND WATER BODIES

4.1. Members Rights and Easements.

Every Member (as hereinafter defined in Article 5), shall have a non-exclusive right and easement of enjoyment and use in and to the Corporation Common Areas, which right and easement shall be appurtenant to and shall pass with the title to every Plot, subject to:

(a) The right of the Corporation to charge reasonable admission and other fees for the use of any Corporation Common Areas;

(b) The right of the Corporation to suspend a Member's right to vote, and a Member's right to the use of Corporation Common Areas, for any period during which any assessment against the Member's Plot or any obligation of the Member to the Corporation remains unpaid, and for a reasonable period during or after any infraction of the Corporation's rules and regulations, provided, however, that the Corporation shall not deny a Member access to his Plot;

(c) The right of the Corporation or Declarant to dedicate or transfer all or any part of the Corporation Common Areas to any governmental agency, public authority, or utility (which right shall not be exercised by Corporation without Declarant's prior written approval);

(d) The right of the Declarant or Corporation to borrow money for the purpose of improving the Corporation Common Areas and in

aid thereof to mortgage Corporation Common Areas in accordance with the terms hereof;

(e) The right of Declarant or the Corporation to take such steps as are reasonably necessary to protect Corporation Common Areas against foreclosure; and

(f) The provisions of this Declaration, or any other applicable recorded instrument, the Articles and By-Laws of the Corporation, and any rules and regulations governing use and enjoyment of the Corporation Common Areas adopted by the Corporation.

4.2 Conveyance and Use.

(a) Any real property conveyed, leased, or the use of which has been granted by Declarant or any third party to the Corporation as Corporation Common Areas is not and shall not by such conveyance, lease or grant be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use and enjoyment of the Person or entities granted easement rights under the provisions of Article 2.1 of this Declaration.

(b) Declarant may convey real property to the Corporation in either an improved or an unimproved condition, with or without any specific restrictions on its use, and Corporation, must accept each such conveyance of real property. The Corporation shall not accept the conveyance of real property from any third party, in either an improved or unimproved condition, without the prior written consent of Declarant.

(c) In the event that the Corporation Common Areas, or a portion of the Corporation Common Areas are conveyed to the Corporation, all costs involved in such conveyance including documentary stamps, surtaxes, recording expenses, abstract, title insurance, surveys, etc. shall be borne by the Corporation. Except as herein provided, if the Corporation Common Areas are conveyed to the Corporation, the Corporation Common Areas and any Improvements thereon shall not be abandoned, partitioned, subdivided, alienated or released, transferred, hypothecated, mortgaged or otherwise encumbered without first obtaining the written approval of Declarant. The preceding sentence shall not prohibit the Declarant or the Corporation from encumbering the Corporation Common Areas, provided that such encumbrances are subordinate to the provisions of this Declaration and the funds so loaned are used for improving the Corporation Common Areas. Further, the provisions hereof shall not be applicable to, nor prohibit the Declarant or Corporation from granting such easements as are reasonably necessary or appropriate for the development of the Corporation Common Areas and the use thereof in a manner consistent with the provisions of this Declaration.

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4.3 Corporation's Rights and Powers.

(a) Subject to the provisions of the Governing Documents, the Corporation shall have the right, and the power, to develop, promulgate and enforce reasonable rules and regulations for the use and enjoyment of Corporation Common Areas.

(b) No Corporation Common Areas shall be used in violation of any rule or regulation or contrary to the requirements of the Corporation established pursuant to the provisions of the Governing Documents.

4.4 Declarant's Rights and Powers.

(a) Declarant shall have the right, and the power, to regulate and control the external design and appearance of the Corporation Common Areas.

(b) The Corporation Common Areas shall be subject to the provisions of Article 3. The use of the Corporation Common Areas shall be in conformity with the uses permitted in, Article 3. In Declarant's sole discretion, which discretion may not be waived, the provisions of Article 3 may be deemed by Declarant not to be applicable to any real property owned by Declarant or to the Corporation Common Areas.

(c) No nuisance or obnoxious or offensive activity shall be placed or conducted or permitted on any Corporation Common Areas. No unsightly object shall be kept on the Corporation Common Areas. The Declarant shall have the right and the power in the exercise of its discretion to determine what activities or uses or objects constitute nuisances or obnoxious or offensive activity or unsightly objects.

4.5 Maintenance of Corporation Common Areas.

The Corporation shall be responsible for the maintenance, repair and replacement of the Corporation Common Areas and shall keep the same in good, safe, clean, attractive and sanitary condition, order and repair at all times. However, should the need for maintenance, repair, replacement, or improvement be caused by the negligence of, or misuse by an Owner, his Lessee(s), guests, or invitees, said Owner shall be solely responsible for the costs of such maintenance, repair, replacement, and/or improvement; and, the Association shall have a lien against such Owner's Plot in the amount of such costs, which may be foreclosed in the same manner as a mortgage against real property.

4.6 Maintenance of Lakes and Secondary Drainage.

The provisions of this Article 4.6 shall govern the maintenance of the lakes and secondary drainage facilities located

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on or necessary for the Property, whether or not same is a part of the Corporation Common Areas.

(a) Application of herbicide for aquatic weed control on lakes shall in all instances be performed by or through the Corporation.

(b) The cost and expense of applications of herbicides for aquatic weed control for lakes shall be Operating Expenses. All such determinations as to applications of herbicides shall be made by the Corporation.

(c) The cost and expense of maintaining and clearing all drainage facilities (as same are defined by Declarant) on the Property shall be Operating Expenses and the cost and expense of maintaining and clearing drainage facilities not on the Property but which are necessary for the proper functioning and operation of the drainage facilities on the Property shall be Operating Expenses.

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ARTICLE 5

MEMBERSHIP, VOTING RIGHTS AND PROPERTY UNITS

5.1 Members.

(a) Every Owner, and the Declarant shall be members of the Corporation (the "Members" and individually referred to as a "Member"). Membership shall be appurtenant to and may not be separated from ownership of a Plot.

(b) Members rights, powers, duties and privileges shall be as set forth in the Articles and By-Laws.

5.2 Voting Rights.

One (1) vote may be cast for each Property Unit assigned to a Plot owned by a Member. Declarant may cast three (3) votes for each vote of each Member or a number of votes equal to the maximum number of Property Units permitted to be constructed by applicable governmental authorities on the Property owned by Declarant. In the event that two (2) or more members are the Owners of a Plot, then the Member who shall be entitled to cast the vote shall be determined by the method provided for in the By-Laws.

5.3 Property Units.

(a) Declarant shall, upon approval of an Owner's plans pursuant to Article 3.1(c), attribute to the Owner's Plot, one Property Unit for each 1,000 square feet of building area, or part thereof shown on the approved plans measured from outside wall to outside wall. In the event that an Owner constructs a building having more or less area than the area shown on the approved plans, the Property Units attributed by the Declarant shall be appropriately adjusted.

(b) Upon Declarant's conveyance of legal title to a Plot to an independent third party ("Owner"), the Plot shall be a "Contributing Plot" (as that term is hereinafter defined).

(c) The Declarant shall, in its sole discretion, assign the number of Property Units, if any, to each Plot, including those assigned to property owned by Declarant. Any dispute as to the number of Property Units assigned to a Plot shall be decided by Declarant whose decision shall be final.

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ARTICLE 6

COVENANT TO PAY ASSESSMENTS FOR OPERATING EXPENSES: ESTABLISHMENT AND ENFORCEMENT OF LIENS; CERTAIN RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES

6.1 Affirmative Covenant to Pay Operating Expenses.

In order to (i) fulfill the terms, provisions, covenants and conditions contained in this Declaration; and (ii) maintain, operate and preserve and improve the Corporation Common Areas for the recreation, use, safety, welfare and benefit of the Corporation and Owners and their guests, invitees, lessees and licensees, there is hereby imposed upon each "Plot" the affirmative covenant and obligation to pay to the Corporation (in the manner herein set forth) all "Assessments" (as hereinafter provided) including, but not limited to, the "Individual Plot Assessments" and "Special Assessments" as hereinafter provided. The Corporation shall collect Assessments directly from Owners. Each Owner by acceptance of a deed or other instrument of conveyance conveying a Plot, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Corporation all Assessments for Operating Expenses in accordance with the provisions of this Declaration and consents and agrees to the lien rights hereunder against such Plot. The liability for Assessments for Operating Expenses may not be avoided by waiver of the use or enjoyment of Corporation Common Areas or by abandonment of the Plot for which the Assessments are made.

6.2 Establishment of Liens.

Any and all Assessments made by the Corporation in accordance with the provisions of this Declaration with interest thereon at the highest rate allowed by law and if there is no limit established by law then as established by Corporation and costs of collection, including, but not limited to, reasonable attorneys' fees as hereinafter provided are hereby declared to be a charge and continuing lien upon the Plot against which each such Assessment is made. Each Assessment against a Plot, together with interest thereon at the highest rate allowed by law, and if there is no

limit established by law then as established by the Corporation, and costs of collection thereof, including attorneys' fees as hereinafter provided, shall be the personal obligation of the Owner of each such Plot assessed. Said lien shall be effective only from and after the time of the recordation among the Public Records of Lee County, Florida, of a written, acknowledged claim of lien by the Corporation setting forth the amount due to the Corporation as of the date the claim of lien is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the claim of lien in recordable form. Notwithstanding anything to the contrary herein contained, where an Institutional Mortgagee holding a first mortgage of record obtains title to a Plot as a result of foreclosure of its mortgage, such acquirer of title, its successors or assigns, shall not be liable for the share of Assessments pertaining to such Plot or chargeable to the former Owner thereof which became due prior to the acquisition of title as a result of the foreclosure, unless the Assessment against the Plot in question is secured by a claim of lien for Assessments that is recorded prior to the recordation of the mortgage which was foreclosed. The unpaid share of Operating Expenses or Assessments shall be collectible from all of the Owners, including such acquirer and his successors and assigns.

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6.3 Collection of Assessments.

In the event any Owner shall fail to pay Assessments, or any installments thereof, charged to such Owner within fifteen (15) days after the same becomes due, then the Corporation, shall, in its sole discretion, have any and all of the following remedies, to the full extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Corporation:

(a) To accelerate the entire amount of any Assessments for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

(b) To advance on behalf of the Owner(s) in default funds to accomplish the needs of the Corporation up to and including the full amount for which such Owner(s) is liable to the Corporation and the amount or amounts of monies so advanced, together with interest at the highest rate allowed by law, and if there is no limit established by law, then as established by Corporation, and all costs of collection thereof including, but not limited to, reasonable attorneys' fees at all levels, may thereupon be collected by the Corporation and such advance by the Corporation shall not waive the default.

(c) To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Corporation in like manner as a foreclosure of a mortgage on real property.

(d) To file an action against the Owner at law to collect said Assessment plus applicable interest plus court costs and reasonable attorneys' fees without waiving any lien rights or rights of foreclosure in the Corporation.

6.4 Collection by Declarant.

In the event for any reason the Corporation shall fail to collect the Assessments, then in that event, Declarant shall at all times have the right (but not the obligation): (1) to advance such sums as the Corporation could have advanced as set forth above; and (2) to collect such Assessments and, if applicable, any such sums advanced by Declarant, by using the remedies available to the Corporation as set forth above which remedies (including, but not limited to, recovery of attorneys' fees; are hereby declared to be available to Declarant.

6.5 Rights to Pay Assessments and Receive Reimbursement.

Declarant and any Institutional Mortgagees shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Plot. Further, Declarant shall have the right, but not the obligation, at its sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Corporation where the same are overdue and where lapses in policies or services may occur. Declarant shall be entitled to immediate reimbursement for such overdue Operating Expenses so paid from the Corporation plus any costs of collection including, but not limited to, reasonable attorneys' fees.

ARTICLE 7

METHOD OF DETERMINING ASSESSMENTS

7.1 Determining Amount of Assessments.

(a) Budget. The total anticipated Operating Expenses for each calendar year shall be set forth in a budget (the "Budget") adopted by the Corporation.

(b) Individual Plot Assessment. The total anticipated Operating Expenses (other than those Operating Expenses which are properly the subject of a Special Assessment, as hereinafter set forth) shall be apportioned to determine the "Individual Plot Assessment" as follows:

(i) There shall be assigned to each Plot a Value as determined in the sole discretion of Declarant, and which Value may be changed by the Declarant from time to time as circumstances warrant. The Value assigned by Declarant shall be based upon a consideration of, but not be limited to, the following: size of Plot, intensity and density of use(s) on the Plot, nature of use,

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and impact on the Corporation Common Areas by uses on the Plot. The Value allocated to each Plot shall not be changed by any consolidation of a Plot into a single ownership. In the event that a fraction of a Plot is combined with an adjacent Plot, Declarant, in its discretion, may record an instrument allocating the Value of each fraction of the Plot to an adjacent Plot.

(ii) The "Individual Plot Assessment" for each Plot shall be the Product arrived at by multiplying the total anticipated Operating Expenses reflected by the Budget, other than those Operating Expenses which are properly the subject of a Special Assessment, by, a fraction, the numerator of which is the Value assigned to the Plot as set forth in Article 7.1 above and the denominator of which shall be the total of all Values assigned to all Plots in existence as of the date the Budget was adopted. The total number of Plots will be adjusted from time to time in accordance with this Declaration. All questions regarding the number of Plots in existence and the Value assigned to each Plot shall be determined by the Declarant.

7.2 Contributing Plots.

Each Plot not Corporation Common Areas, or not owned by Declarant, or not owned by a Governmental entity, shall be a Contributing Plot.

7.3 Assessment Payments.

The Individual Plot Assessments and installments thereof may be adjusted from time to time by the Corporation to reflect changes, including but not limited to, changes in the number of Values for Contributing Plots and the number of Contributing Plots. When a Contributing Plot comes into existence or if a new Value is assigned to a Contributing Plot, such Contributing Plot shall be deemed assessed the amount of such Assessment or installment thereof which would have been assessed against such Contributing Plot if it had been in existence and had such Value at the time such Assessment was originally made, prorated from the date the Contributing Plot came into existence or received such Value through the end of the period in question.

7.4 Special Assessments.

"Special Assessments" include, in addition to other Assessments designated as Special Assessments whether or not for a cost or expense which is included within the definition of "Operating Expenses", those Assessments which are levied for capital improvements which include the costs, in whole or in part, of constructing or acquiring improvements for or on the Corporation Common Areas or the cost, in whole or in part, of reconstructing or replacing such improvements. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of,

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any regular Assessment, and shall be paid by such Owners in addition to any regular Assessments. Special Assessments shall be paid in such installments or in a lump sum as the Corporation shall, from time to time, determine. Declarant shall have the right to approve all Special Assessments before they are made. Notwithstanding anything contained in this Declaration, Declarant shall never be obligated to pay Special Assessments and property owned by Declarant shall never be assessed for same.

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7.5 Liability of Contributing Plot Owners for Individual Plot Assessments.

By the acceptance of a deed or other instrument of conveyance of a Plot, each Owner thereof, other than Declarant, acknowledges that each Plot, and the Owners thereof, are jointly and severally liable for their own Individual Plot Assessment and their applicable portion of any Special Assessments as well as for all Assessments for which they are liable as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Contributing Plots for the Operating Expenses. Accordingly, it is recognized and agreed by each Owner who is or becomes a Contributing Plot Owner for himself and his heirs, executors, successors and assigns that in the event Owners fail or refuse to pay their Individual Plot Assessment or any portion thereof or their respective portions of any Special Assessments or other Assessments, then the other Contributing Plot Owners may be responsible for increased Individual Plot Assessments or Special or other Assessments, due to said nonpayment and which Assessments can and may be enforced by the Corporation and Declarant in the same manner as all other Assessments hereunder as provided in this Declaration. Any Owner who has paid any additional or increased Assessment due to non-payment by any other Owner is entitled to and shall receive a reimbursement of any such additional payment to the Corporation of same upon the payment of said delinquent Assessment being received by the Corporation, if said Owner is an Owner at the time the Corporation receives payment of said delinquent Assessment. In all events, the Corporation shall diligently pursue the collection of all past due Assessments utilizing the lien procedures provided herein and at law.

ARTICLE 8

OPERATING EXPENSES; CERTAIN ASSESSMENT CLASSIFICATIONS

8.1 The following expenses of the Corporation Common Areas and the Corporation are hereby declared to be Operating Expenses which the Corporation is obligated to assess and collect and which the Owners are obligated to pay as provided herein or as may be otherwise provided in the Governing Documents: any and all taxes and special assessments levied or assessed at any and all times

upon the Corporation Common Areas or any improvements thereto or thereon by any and all taxing authorities or districts, and against any and all personal property and improvements, which are now or which hereafter may be placed thereon or owned by the Corporation, including any interest, penalties and other charges which may accrue thereon; all charges levied by utilities or districts providing services for the Corporation Common Areas, whether private or public, including, without limitation, all charges for water, gas, electricity, telephone, sewer, and any other type of utility or any other type of service charge; premiums on the policy or policies of insurance which the Corporation, in its sole discretion determines to obtain; any and all sums necessary to repair, replace, construct or reconstruct any Structure or Improvements upon the Corporation Common Areas damaged by any casualty not covered in whole or in part by insurance; any and all expenses necessary to maintain, repair, operate, protect and replace the Corporation Common Areas, including on-site and off-site water management and drainage facilities; installing, maintaining, and operating any street lights now or hereafter located on the Corporation Common Areas or the Property, as determined by the Declarant, to the extent any of such costs and charges are not paid for by governmental agencies or the utility company providing services with respect thereto; security personnel, security facilities and vehicles used for monitoring or security services; administration for the Corporation in the performance of its functions and duties under the Governing Documents including, but not limited to, costs for secretarial and bookkeeping services, salaries of employees, legal and accounting fees and contracting expenses.

8.2 Compliance with Laws.

The Corporation shall take such action as it determines necessary or appropriate in order for the Corporation Common Areas and the improvements thereon to be in compliance with all applicable laws, statutes, ordinances and resolutions of any governmental authority, whether federal, state or local. The cost and expense of such action taken by the Corporation shall be Operating Expenses.

8.3 Indemnification.

The costs and expense of fulfilling any covenant of indemnification entered into by the Corporation shall be Operating Expenses to the extent such matters are not covered by the Corporation's insurance.

8.4 Failure or Refusal of Contributing Unit Owners

Funds needed for Operating Expenses due to the failure or refusal of Owners to pay Assessments levied shall themselves be deemed to be Operating Expenses and properly the subject of an

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Assessment.

8.5 Extraordinary Items.

Extraordinary items of expense under the Governing Documents such as expenses due to casualty losses, force majeure and other extraordinary circumstances shall be the subject of a Special Assessment.

8.6 Capital Payment.

A "Capital Payment" account in an amount determined by the Corporation to be necessary to pay extraordinary expenses which may be incurred by the Corporation, to make purchases for and Improvements to the Corporation Common Areas and to purchase initial and future equipment and supplies. The Capital Payment account may furthermore be used to acquire property for the use of the Owners or for the Corporation. In addition, the Capital Payment account may be used to make any deposits required by utility companies or to prepay insurance Premiums upon Corporation Common Areas or otherwise required by the Governing Documents for the protection of the Property, the Owners, the Board, or in and about the operation of the Corporation. A Capital Payment shall be paid by the Owners, other than Declarant, to the Corporation in addition to any other regular Assessment. An Owner shall pay the Capital Payment for each Property Unit assigned to the Plot so owned at such time as Declarant approves the Owner's plans pursuant to Article 3.1(c). Capital Payments shall only be paid once for each Property Unit. Any unused portion of the aforesaid Capital Payment may be used and applied for any proper purpose of the Corporation without any requirement that the same be credited in reduction of the Assessments. Capital Payments shall never be required from Declarant. The amount of Capital Payment shall be established by Declarant, in its sole discretion.

8.7 Miscellaneous Expenses.

The cost of any item, or costs or expenses pertaining to or for the benefit of the Corporation or the Corporation Common Areas, or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Operating Expenses by the Board, including, but not limited to, the cost or installation and maintenance of any traffic signal system that regulates the flow of traffic into or at the Property, shall be Operating Expenses.

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ARTICLE 9

GENERAL AND PROCEDURAL PROVISIONS

9.1 Easements.

(a) There is hereby reserved, for the purpose of installing, operating and maintaining governmental, public or private utility facilities, and for other purposes incidental to the development of Arryoal Mall those easements shown upon any future recorded plats of Arroyal Mall, and there is also hereby reserved within such easements, areas and rights-of-way for such other purposes as Declarant in its sole discretion may in the future determine.

(b) Declarant hereby reserves the right for itself and the Corporation, and the power, during a period of thirty (30) years from the date of the recordation of this Declaration, to declare and file of record, additional easements granting the full free right, power and authority to lay, operate and maintain such drainage facilities, pedestrian walkways, sidewalks, landscaping, sanitary sewer lines, potable and irrigation water lines, storm sewers, gas and electric lines, communication lines, cable television lines, and such other and further facilities as Declarant or the Corporation may deem necessary, along, through, in, over and under a strip of land up to ten (10) feet in width from all sides, front and rear lines of any Plot and no Structure shall be placed on such ten (10) foot strip without the prior written approval of Declarant. The duration of any such easement shall be as set forth in an instrument of record. Said easements and the rights granted shall not be inconsistent with the then existing improvements on the applicable portions of the Plot.

(c) Declarant, for itself, its designees and the Corporation, reserves the right to impose upon the Corporation Common Areas henceforth and from time to time such easements and cross-easements, whether exclusive or non-exclusive in Declarant's sole discretion, for ingress and egress and the installation, maintenance, construction and repair of facilities, including, but not limited to, electric power, telephone, governmental purposes, sewer, water, gas, drainage, irrigation, parking, lighting, pedestrian walkways, sidewalks, landscaping, television transmission, security, garbage and waste removal and the like as it deems to be in the best interest of, and necessary and proper for the Property.

9.2 Declaration and Protective Covenants Run With The Land.

The Protective Covenants of this Declaration shall run with and bind the Property and shall inure to the benefit of the Declarant and all Owners subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time these Protective Covenants shall automatically be extended for successive periods of ten (10) years,

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unless an instrument signed by the then Owners of Plots assigned at least two-thirds (2/3) of the Property Units has been recorded agreeing to change or terminate (if not prohibited by other provisions of this Declaration) these Protective Covenants, in whole or in part.

9.3 Non-Liability of Declarant.

The Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any Person other than itself.

9.4 Amendment of Declaration.

(a) In addition to any other right of amendment or modification of Declarant provided for in this Declaration, in which case those provisions shall apply, Declarant may, in its sole discretion, by an instrument filed of record, modify, enlarge, amend, waive, add to, or vacate as to a portion of the Property, the Protective Covenants or any other provisions of this Declaration.

(b) Except as set forth in Article 9.4(a) above, the process of amending or modifying this Declaration shall be as follows:

(i) All amendments or modifications shall be made only by Declarant without the requirement of the Corporation's consent or the consent of the Owners; provided, however, that the Corporation shall, forthwith but not more than ten (10) days after request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Failure to so join and consent to an amendment of modification, if any, shall not be cause to prevent such modification or amendment from being made by Declarant or to affect the validity thereof.

(ii) This Declaration may be amended (a) by the consent of the Owners of two-thirds (2/3) of all Contributing Plots together with (b) the approval or ratification of a majority of the Board of Directors of the Corporation. The aforementioned consent of the Contributing Plot Owners may be evidenced by a writing signed by the required number thereof or by the affirmative vote of the required number thereof at any regular or special meeting of the Corporation called and held in accordance with the By-Laws, evidenced by a certificate of the Secretary or an assistant secretary of the Corporation.

(iii) Amendments for correction of scrivener's error or other non-material changes may be made by Declarant alone without the need of consent of the Contributing Plot Owners.

(iv) Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant or the Corporation under this Declaration or any other of the Governing Documents without specific written approval of such Declarant or Corporation affected thereby.

(v) A true copy of any amendment to this Declaration shall be sent certified mail by the Corporation to Declarant within five (5) days of its adoption.

9.5 Other Documents.

Declarant, Corporation, or other entity provided for herein or in any applicable recorded instrument shall have such rights, powers, duties, and privileges as set forth herein or in the Articles of Incorporation, By-Laws and other constituent documents of such entity: however, no such entity may have rights, duties, powers or privileges that are in conflict with the provisions of this Declaration, which shall prevail in all events of conflict.

9.6 Severability.

If any covenant, condition, restriction or other provision of this Declaration is held to be invalid in whole or in part by any Court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.

9.7 Dissolution.

In the event of dissolution of the Corporation, each Plot shall continue to be subject to the assessments specified in this Declaration and each Owner shall continue to be personally obligated to Declarant or the successor or assigns of Corporation as the case may be for such assessment to the extent that such assessments are required to enable Declarant or any such successors or assigns acquiring any real property previously owned by the Corporation to properly maintain, operate and preserve it. The provisions of this Article 9.9 shall only apply with regard to the maintenance, operation and preservation of property which has been Corporation Common Areas and continues to be so used for the common use and enjoyment of Owners.

9.8 Gender.

Wherever in this Declaration the context so requires, the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.

9.9 Notices.

(a) To Declarant. Notice to Declarant as may be required or desired herein shall be in writing and delivered or mailed to Declarant at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by Declarant.

(b) To Corporation. Notice to Corporation as may be required herein or the By-Laws shall be in writing and delivered or mailed to the Corporation at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by Corporation.

(c) To Owner. Notice to any Owner shall be delivered or mailed to the Owner at the address shown on the tax rolls of Lee County, Florida, or to the address of the Owner, as shown on the deed recorded in the Public Records of Lee County, Florida, or to the address of the Owner as filed with the Secretary of the Corporation, or if an Owner be a corporation, to its Principal place of business as shown by the records of the Secretary of State (of Florida or its state of incorporation).

9.10 Construction.

The provisions of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the Declarant's development plan for Arroyal Mall and the purposes set forth herein, including the Preamble.

ARTICLE 10

MISCELLANEOUS PROVISIONS

10.1 Hazardous Waste/Hazardous Materials

A. Each Owner that uses, handles, stores, displays or generates hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, or as defined as a Hazardous Waste or Hazardous Substance by Florida law or local Florida law (collectively "Hazardous Materials"), as amended, must:

(i) construct an appropriate spill containment system. designed to hold spilled Hazardous Materials for cleanup and to prevent such materials from entering the storm water drainage system, and serving all structures or areas where Hazardous Materials are used, handled, stored or displayed, or where Hazardous Materials are generated; and,

(ii) develop an early warning monitoring program; and

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(iii) remediate any contamination.

B. Prior notification must be given the Association regarding the storage, disposal or removal of any and all Hazardous Materials. The methods and procedures used for properly handling Hazardous Materials must comply with all current local, state, and federal laws, ordinances, rules and regulations, as such laws, ordinances, rules and regulations may be amended from time to time.

C. Each Owner hereby indemnifies and agrees to hold the Association, the Declarant, the Corporation and the members of the Declarant and the Corporation, and their respective successors, heirs and assigns harmless from and against any loss, claim, liability, and/or damages (including, but not limited to, costs and attorneys' fees) incurred by the indemnified party as a result of any action, suit, investigation, or proceeding pertaining to or arising from the indemnifying Owner's use, storage, handling, release, or introduction into the environment, of any Hazardous Materials or other regulated substances.

D. The Association shall have the authority to purchase the insurance necessary to help protect the Association (and named additional insureds) from any loss, claims and/or liability pertaining to or arising from an Owner's (or Lessee's) use, storage, handling, release, or introduction into the environment, of any Hazardous Materials or other regulated substances, and shall have the authority to name the Declarant and/or the members of the Declarant, and their respective successors, heirs and assigns as additional insureds. The cost of such insurance shall be deemed to be a cost of the Owner of the Plot which necessitates such additional insurance, payable by the Owner to the Association upon demand. The Association shall have the right to file a lien upon the Owner's Plot to secure such amount, such lien shall be forecloseable in the same manner as an Assessment lien.

10.2 Amendments to Governmental Land Use Regulations

With respect to any Plot owned by Declarant, the Declarant hereby reserves the right to amend at any time, and from time to time, the Zoning Ordinance, the Master Plan, the County's Zoning and/or Comprehensive Plan designation, and any plat of public record, without any approval, consent, or joinder of any Owner, any lienholder, or the Association. In connection with any amendments under this Article, the Declarant and/or the Association shall have the authority to alter, realign, or convey a portion of the Corporation Common Areas, provided that the rights of the Owners are not unreasonably affected by such alteration, realignment or conveyance.

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IN WITNESS WHEREOF the Declarant and Corporation have caused this Declaration to be executed and the corporate seals to be affixed hereto, all on the day and year first above written.

WITNESSES:

Naomi L. Shockley
Naomi L. Shockley

Anthony P Pires JR.

Declarant:

CAPTAIN INVESTMENTS, INC.

By: _____
JOHN KAPTYN, President

Joined by Corporation:

ARROYAL MALL PROPERTY OWNERS ASSOCIATION, INC.

Naomi L. Shockley
Naomi L. Shockley

Anthony P Pires JR.

By: _____
JOHN KAPTYN, President

OR2453 PG1064

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgements, JOHN KAPTYN, the President of CAPTAIN INVESTEMENTS, INC., to me known to be the person who signed the foregoing instrument as such officer, and he acknowledged that the execution thereof was his free act and deed as such officer for the uses and purposes therein expressed and that the said instrument is the act and deed of said Florida Corporation not-for-profit.

WITNESS my hand and official seal in the County and State last afore this 13th day of December, 1993.

Notary Public

Naomi L. Shockley
Print Name: Naomi L. Shockley
Commission No. _____
My Commission Expires:

(SEAL)

NAOMI L. SHOCKLEY
MY COMMISSION # CC 180986
EXPIRES: February 16, 1998
Bonded Thru Notary Public Underwriters

IN WITNESS WHEREOF the Declarant and Corporation have caused this Declaration to be executed and the corporate seals to be affixed hereto, all on the day and year first above written.

WITNESSES:

Naomi L. Shockley
Naomi L. Shockley

Anthony P Pires JR.

Declarant:

CAPTAIN INVESTMENTS, INC.

By: _____
JOHN KAPTYN, President

Joined by Corporation:

ARROYAL MALL PROPERTY OWNERS ASSOCIATION, INC.

Naomi L. Shockley
Naomi L. Shockley

Anthony P Pires JR.

By: _____
JOHN KAPTYN, President

OR2453 PG1064

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgements, JOHN KAPTYN, the President of CAPTAIN INVESTEMENTS, INC., to me known to be the person who signed the foregoing instrument as such officer, and he acknowledged that the execution thereof was his free act and deed as such officer for the uses and purposes therein expressed and that the said instrument is the act and deed of said Florida Corporation not-for-profit.

WITNESS my hand and official seal in the County and State last afore this 13th day of December, 1993.

Notary Public

Naomi L. Shockley
Print Name: Naomi L. Shockley
Commission No. _____
My Commission Expires:

(SEAL)

NAOMI L. SHOCKLEY
MY COMMISSION # CC 180986
EXPIRES: February 16, 1998
Bonded Thru Notary Public Underwriters

LEGAL DESCRIPTION

A PORTION OF BENSON'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9 AT PAGE 102 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; TOGETHER WITH LOT 73 AND PORTIONS OF LOTS 74, 87 AND 88 OF ARROYAL ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3 AT PAGE 80 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN S 89°07'36" W, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 33, FOR A DISTANCE OF 50.29 FEET; THENCE RUN N 00°52'24" W, FOR A DISTANCE OF 32.56 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF BONITA BEACH ROAD AS THE SAME IS SHOWN ON THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR STATE ROAD NO. 45, BONITA SPRINGS BY-PASS AT BONITA BEACH ROAD, LEE COUNTY, SECTION 12010-2509, SHEET 10, AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN S 89°08'20" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 192.60 FEET; THENCE RUN N 83°49'48" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 220.28 FEET TO THE SOUTHWEST CORNER OF LOT 45 OF BENSON'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9 AT PAGE 102 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N 01°23'19" W ALONG THE WEST LINE OF SAID LOT 45, FOR A DISTANCE OF 105.39 FEET TO THE NORTHWEST CORNER OF SAID LOT 45; THENCE RUN S 89°07'36" W ALONG THE NORTH LINE OF LOTS 43 AND 44 OF SAID BENSON'S SUBDIVISION, FOR A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF LOT 42 OF SAID BENSON'S SUBDIVISION; THENCE RUN S 01°23'19" E ALONG THE EAST LINE OF SAID LOT 42, FOR A DISTANCE OF 95.33 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF BONITA BEACH ROAD; THENCE RUN S 89°08'20" W ALONG THE NORTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 221.38 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 41 (STATE ROAD NO. 45) AS THE SAME IS SHOWN ON THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR STATE ROAD NO. 45, LEE COUNTY, SECTION 12010-2509, SHEET 5; THENCE RUN N 47°52'53" W, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 102.42 FEET; THENCE RUN N 04°54'05" W ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 381.59 FEET; THENCE RUN N 02°02'20" W, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 100.12 FEET; THENCE RUN N 04°54'05" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 370.57 FEET TO A POINT ON THE NORTH LINE OF LOT 74 OF ARROYAL ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3 AT PAGE 80 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N 89°07'36" E ALONG THE NORTH LINE OF LOTS 73 AND 74 OF SAID ARROYAL FOR A DISTANCE OF 893.87 FEET TO THE NORTHEAST CORNER OF SAID LOT 73 AND A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ARROYAL ROAD; THENCE RUN S 01°23'19" E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 630.00 FEET; THENCE RUN S 89°07'36" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 25.00 FEET; THENCE RUN S 01°23'19" E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 312.45 FEET; THENCE RUN S 43°52'30" W FOR A DISTANCE OF 21.12 FEET TO THE POINT OF BEGINNING. CONTAINING 18.20 ACRES, MORE OR LESS.

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CHARLIE GREEN LEE CTY, FL

DAVIES | DUKE

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Noel J. Davies, Esq.
239.405.8033
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July 29, 2026

EXHIBIT IV-F – NARRATIVE STATEMENT

27940 CROWN LAKE BLVD., BONITA SPRINGS, FL 34135
SPECIAL EXCEPTION APPLICATION

The subject property is located at 27940 Crown Lake Blvd., Bonita Springs, FL 34135 ("Property"), and contains the Aqua Seafood, Steaks & Raw Bar restaurant ("Restaurant"). Previously, the owner of the subject property, 27940 Crown Lake Blvd. Inc. ("Applicant"), submitted a special exception request, COP21-79002-BOS, to permit outdoor consumption of beer, wine and liquor on the Property ("Previous Request"). The Previous Request was required pursuant to Section 4-1023(a)(2)a.2. of the City of Bonita Springs Land Development Code ("LDC") due to the presence of two (2) child day care centers within five hundred (500) feet of the Property. The Previous Request was approved by the City of Bonita Springs City Council via City of Bonita Springs Zoning Resolution No. 21-06 ("Resolution"). As a condition of approval of the Previous Request, the consumption of beer, wine and liquor on the Property was to be limited to the 900 square foot seating area delineated on the site plan attached to the Resolution as Exhibit A ("Site Plan"). As depicted on the Site Plan, the entirety of the 900 square foot outdoor seating area was to be located on the south side of the Restaurant.

Pursuant to LDC Section 4-1023(a)(2)a.2, the Applicant desires to amend the Previous Request and Site Plan to permit approximately ± 243 square feet of the outdoor seating area where consumption of beer, wine and liquor may occur to be located on the west side of the Restaurant. The other ± 657 square feet of the outdoor seating area will remain on the south side of the Restaurant. The total size of the outdoor dining area on the Property will remain 900 square feet. To accomplish the foregoing, the City of Bonita Springs's professional staff ("Staff") instructed the Applicant to submit a new special exception application.

Pursuant to Section 4-54 of the LDC, a special exception may be approved subject to the following criteria:

A. Whether there exist changed or changing conditions that make approval of the request appropriate;
B. Whether the request is consistent with the goals, objectives, policies and intent of the Bonita Plan;
C. Whether the request meets or exceeds all performance and locational standards set forth for the proposed use;

D. Whether the request will protect, conserve or preserve environmentally critical areas and natural resources;
E. Whether the request will be compatible with existing or planned uses;
F. Whether the request will cause damage, hazard, nuisance or other detriment to persons or property; and
G. Whether a requested use will be in compliance with all general zoning provisions and supplemental regulations pertaining to the use set forth in Chapter 4 of the LDC.

As noted by Staff in the staff report prepared for the Previous Request ("Staff Report"), when construction originally occurred on the Property, an outdoor seating area could have been approved administratively. Now, on account of the two (2) child day care centers opening within five hundred (500) feet of the Property, the outdoor seating area must be approved via a special exception. The request will revise the Site Plan so that a portion of the outdoor seating area will be located farther away from both child day care centers, which are located to the south and southeast of the Property.

The request is consistent with the applicable goals, objectives, policies and intent set forth in the City's Comprehensive Plan, as confirmed in the Staff Report. No changes are proposed to the Property that would affect Staff's previous determination of consistency.

The Property complies with all applicable current LDC standards. All conditions of approval set forth in the Resolution, other than the location of the outdoor seating area, have been complied with.

There are no environmentally critical areas or natural resources on the Property.

As previously determined in the Staff Report, the request is compatible with the existing and/or planned uses in the surrounding area, as the Property is located in a commercial area.

No damage, hazard, nuisance or other detriment to persons or property will result on account of the request. The Applicant will be required to comply with all governing regulations including, but not limited to, the Noise Control Ordinance.

The request will comply with the LDC at the time the local development order is issued.

Based on the foregoing, the Applicant believes the requested special exception meets the governing criteria set forth in Section 4-54 of the LDC.

EXHIBIT IV-G

AQUA SEAFOOD AND STEAKS

DEVELOPMENT ORDER AMENDMENT TO LDO22-94369-BOS

SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST

LEE COUNTY, FLORIDA

LEGAL DESCRIPTION

LOT 9, ARROYAL MALL AS RECORDED ON PLAT BOOK 55, PAGES 43 THROUGH 46, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

OWNER / DEVELOPER:

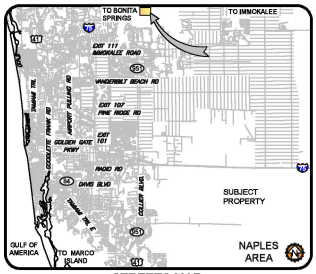
27940 CROWN LAKE BLVD, INC.
852 FIFTH AVE S
NAPLES, FL 34102

INDEX OF DRAWINGS

DWG. NO.	DESCRIPTION
C-00.01	COVER SHEET
C-10.00	EXISTING CONDITIONS AND DEMO PLAN
C-20.00	SITE PLAN



VICINITY MAP

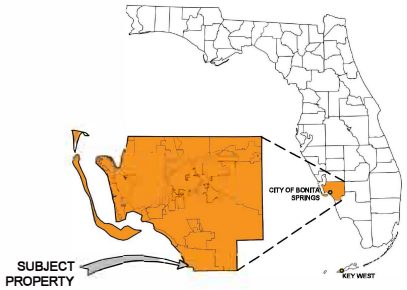


STREETS MAP

GENERAL NOTES

1. ALL ELEVATIONS SHOWN ARE NAVD
2. NAVD + 1.21' = NGVD - TO BE VERIFIED BY SURVEYOR
3. PUD NAME: ARROYAL MALL CPD
4. ZONED: CPD
5. CPD RES NO. Z-89-035
6. STRAP#: 33-47-25-B3-01800.0090
7. BUILDING CONSTRUCTION TYPE: EXISTING BUILDING FBC: TYPE VA, UNPROTECTED
8. BUILDING IS NON-SPRINKLED
9. BUILDING SQUARE FOOTAGE UNDER ROOF: 5,785 SQ. FT.

STATE OF FLORIDA



LEE COUNTY

DAVIDSON ENGINEERING
ESTABLISHED
4365 Radio Road, Suite 201
Naples, Florida 34104
P: 239.434.6060
Company Cert. of Authorization No. 00003499



SITE LOCATION MAP

CLIENT:
27940 CROWN LAKE BLVD, INC.
852 FIFTH AVE S
NAPLES, FL 34102

PROJECT:
AQUA SEAFOOD AND STEAKS

REVISIONS:

REV.	DATE	DESCRIPTION
1	02/09/2026	REVISED PER CITY OF BONITA RAI

SHEET TITLE:
COVER SHEET

PROJECT NO.: 24-0033

SCALE: N/A

Digitally signed by Andrew Eric Rath
Date: 2026.03.09 14:02:42 -04'00'

JEFF L. DAVIDSON, P.E. NO. 47161
LEE A. DAVIDSON, P.E. NO. 93983
ANDREW E. RATH, P.E. NO. 73599
BRANDON T. COPPER P.E. NO. 100236
RYAN A. WHITE, P.E. NO. 81402

SCALE VALID AT 24X36

SHEET NO: C-00.01

NOTES: NOT FOR CONSTRUCTION

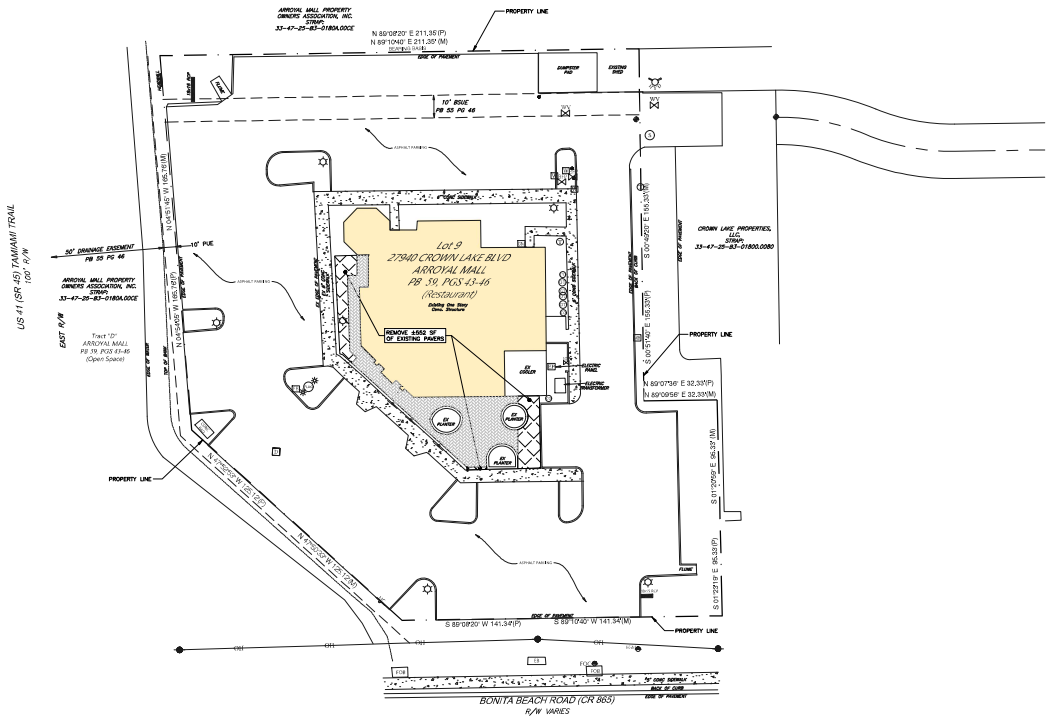
REMOVALS LEGEND

PAVER REMOVAL

EXISTING BUILDING

LEGEND

= FIRE DEPARTMENT VALVE
= TELEPHONE PEDESTAL
= LIGHT POLE
= IRRIGATION VALVE
= POST INDICATOR VALVE
= FIRE DEPARTMENT CONNECTION
(SC) = SURVEY DATA
(D) = DESCRIPTION DATA
= SPOT ELEVATION, NAVD 1988



DAVIDSON ENGINEERING
ESTABLISHED 1997

4365 Radio Road, Suite 201
Naples, Florida 34104
P: 239.434.6060
Company Cert. of Authorization No. 00026490



SITE LOCATION MAP

CLIENT:
27940 CROWN LAKE BLVD, INC.
852 FIFTH AVE S
NAPLES, FL 34102

PROJECT:
AQUA SEAFOOD AND STEAKS

REVISIONS:

REV.	DATE	DESCRIPTION
1	02/20/2026	REVISED PER CITY OF BONITA RAI

SHEET TITLE:
EXISTING CONDITIONS AND DEMO PLAN

PROJECT NO.
24-0033

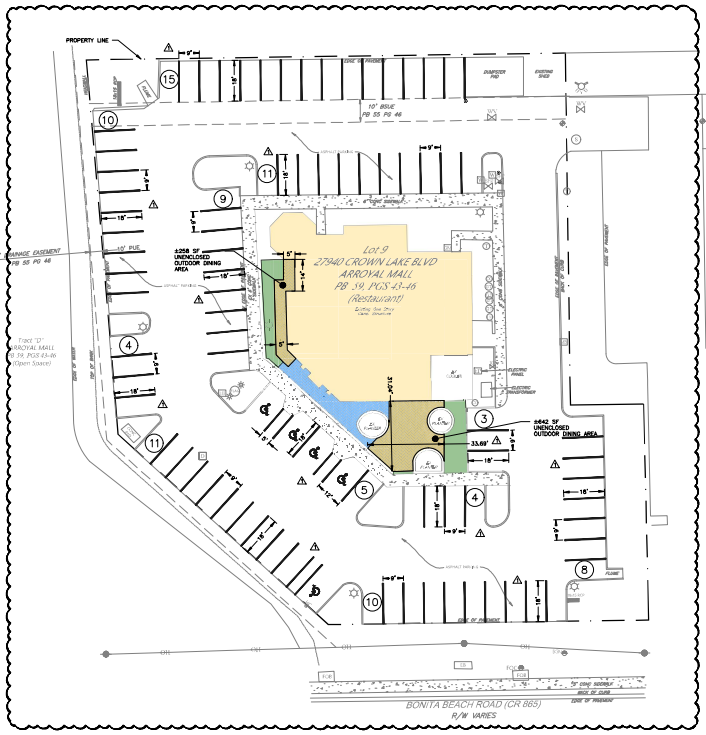
SCALE: 1" = 20'

SCALE VALID AT 24X36

JEFF L. DAVIDSON, P.E. NO. 47781
LEE A. DAVIDSON, P.E. NO. 93969
ANDREW E. RATH, P.E. NO. 75586
BRANDON T. COPPER P.E. NO. 100297
RYAN A. WHITE, P.E. NO. 81489

SHEET NO: C-10.00

NOTES: NOT FOR CONSTRUCTION



SOUTH LINE SW 1/4 SEC 33-47-25

LEGEND

- PROPOSED OUTDOOR DINING AREA (PAVERS)
- PROPOSED LANDSCAPE AREA
- ENTRY ACCESS/WALKWAY
- EXISTING PAVERS
- EXISTING BUILDING

GENERAL NOTES:

1. THE APPROVAL OF THESE CONSTRUCTION PLANS DOES NOT AUTHORIZE CONSTRUCTION OF REQUIRED IMPROVEMENTS WHICH ARE INCONSISTENT WITH EASEMENTS OF RECORD.
2. ALL CATEGORY 1 INVASIVE EXOTIC PLANTS AS DEFINED BY THE FLORIDA EXOTIC PEST PLANTS COUNCIL, SHALL BE REMOVED FROM WITHIN THE PRESERVE AREAS AND SUBSEQUENT ANNUAL REMOVAL OF THESE PLANTS (IN PERPETUITY) SHALL BE THE RESPONSIBILITY OF THE OWNER.
3. FIRE FIGHTING WATER SUPPLY SHALL BE AVAILABLE PRIOR TO THE PLACEMENT OR STORAGE OF ANY COMBUSTIBLE MATERIALS ON SITE.
4. ALL DISTURBED AREAS NOT REQUIRED FOR VEGETATION AS DEFINED BY THE COLLIER COUNTY LDC SHALL BE MAINTAINED TO THE STANDARD THAT IT SHALL BE MAINTAINED FREE OF EXOTICS IN PERPETUITY. ALL ANNUAL REMOVAL OF EXOTIC VEGETATION SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
5. THIS SITE PLAN SHALL MEET ALL REQUIREMENTS OF THE COLLIER COUNTY LDC UNLESS VARIANCES WERE OBTAINED PRIOR TO CONSTRUCTION.
6. THE SURFACE WATER MANAGEMENT SYSTEM & ALL INFRASTRUCTURE IMPROVEMENTS AND ONSITE UTILITIES SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER.

SITE / LAND USE SUMMARY

PRE

USE	ACRES	% OF SITE
IMPERVIOUS AREA		
BUILDING	0.13 ACRES	11.3%
CONCRETE	0.06 ACRES	5.2%
PAVERS	0.04 ACRES	3.5%
PAVEMENT	0.74 ACRES	64.3%
TOTAL IMPERVIOUS AREA	0.97 ACRES	84.3%
PERVIOUS AREA		
OPEN SPACE	0.18 ACRES	15.7%
TOTAL PERVIOUS AREA	0.18 ACRES	15.7%
TOTAL SITE AREA	1.15 ACRES	100.0%

POST

USE	ACRES	% OF SITE
IMPERVIOUS AREA		
BUILDING	0.13 ACRES	11.3%
CONCRETE	0.06 ACRES	5.2%
PAVERS	0.03 ACRES	2.6%
PAVEMENT	0.74 ACRES	64.3%
TOTAL IMPERVIOUS AREA	0.96 ACRES	83.5%
PERVIOUS AREA		
OPEN SPACE	0.19 ACRES	16.5%
TOTAL PERVIOUS AREA	0.19 ACRES	16.5%
TOTAL SITE AREA	1.15 ACRES	100.0%

PARKING REQUIREMENTS:

14 PARKING SPACES FOR EACH 1000 SQ. FT. OF GROSS FLOOR AREA PLUS 1 PARKING SPACE FOR EACH OUTDOOR TABLE OR 50 SQ. FT. OF OUTDOOR SEATING AREA, WHICHEVER IS GREATER

GROSS FLOOR AREA = 5,785/1000 X 14 = 81 SPACES REQUIRED

OUTDOOR SEATING AREA = 900/50 = 18 SPACES REQUIRED

OVERALL PARKING REQUIREMENT = 89 SPACES

OVERALL PARKING PROVIDED = 90 SPACES PROVIDED

HANDICAP SPACES REQUIRED (INCLUDED IN OVERALL PARKING PROVIDED): 76 SPACES TO 100 SPACES: 4 SPACES REQUIRED, 6 SPACES PROVIDED

DAVIDSON ENGINEERING
ESTABLISHED 1997
4365 Radio Road, Suite 201
Naples, Florida 34104
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Company Cert. of Authorization No. 00026490



SITE LOCATION MAP

CLIENT:
27940 CROWN LAKE BLVD, INC.
850 FIFTH AVE S
NAPLES, FL 34102

PROJECT:
AQUA SEAFOOD AND STEAKS

REVISIONS:

REV.	DATE	DESCRIPTION
1	02/03/2026	REVISED PER CITY OF BONITA RAI

SHEET TITLE:
SITE PLAN

PROJECT NO.
24-0033

SCALE: 1" = 20'

SCALE VALID AT 24X36

JEFF L. DAVIDSON, P.E. NO. 47781
LEE A. DAVIDSON, P.E. NO. 93969
ANDREW S. RATH, P.E. NO. 73595
BRANDON T. COPPER P.E. NO. 100297
RYAN A. WHITE, P.E. NO. 81489

SHEET NO: C-20.00

NOTES: NOT FOR CONSTRUCTION

Request for Submittal Requirement Waiver

Community Development Dept. | 9220 Bonita Beach Road, Suite 111 | Bonita Springs, FL 34135 | Phone: 239 444 6150 | Fax: 239 444 6140

Upon written request, the Director may modify the submittal requirements for Public Hearings, Development Orders, Limited Review Development Orders and other Administrative Action Applications where it can be clearly demonstrated that the submission will have no bearing on the review and processing of the application. The request and the Director's written response must accompany the application submitted and will become a part of the permanent file.

APPLICATION FOR WAIVER OF REQUIRED SUBMITTAL ITEMS
(indicate the appropriate application type)

_____ Public Hearing - General Requirements **(4-194)**

__X__ Public Hearing - Additional Requirements for:

- _____ Development of Regional Impact **(4-195(a))**
- _____ Planned Developments **(4-195(b))**
- _____ Master Concept Plan Extension **(4-303)**
- _____ Master Concept Plan Reinstatement **(4-303)**
- _____ Rezoning other than Planned Developments **(4-195(c))**
- _____ Mobile Home Park **(4-195(d))**
- __X__ Special Exception **(4-195(e))**
- _____ Variances **(4-195(f))**

_____ Administrative Action Requirements **(4-196)**

_____ Development Order - Submittal Requirements **(3-133)**

- _____ Application Form and Contents **(3-135)**
- _____ Additional Required Submittals **(3-136)**

_____ Limited Review Development Order – Submittal Requirements **(3-133)**

- _____ Required Submittals **(3-160)**

PLEASE PRINT OR TYPE:

STAP Number: 33-47-25-B3-01800.0090

Name of Project: Aqua Seafood, Steaks & Raw Bar restaurant

Name of Agent: Noel J. Davies, Esq., Davies Law, PLLC

Street Address: 3301 Bonita Beach Road, Suite 213

City: Bonita Springs State: FL Zip: 34134

Phone #: 239-405-8033 Fax #: _____

E-mail: noel.davies@davieslawpllc.com / catherine.louise@davieslawpllc.com

Name of Applicant*: 27940 Crown Lake Blvd. Inc. c/o Noel J. Davies, Esq., Davies Law, PLLC

Street Address: 27940 Crown Lake Blvd.

City: Bonita Springs State: FL Zip: 34135

Phone #: _____ Fax #: _____

E-mail: noel.davies@davieslawpllc.com / catherine.louise@davieslawpllc.com

*** If applicant is not the owner, a letter of authorization from the owner must be submitted.**

A. SPECIFIC SECTION(S) AND REQUIREMENT(S) FOR WHICH A WAIVER IS SOUGHT:

	Section Number	Requirement
#1	4-195(e)(2)d.	Traffic Impact Analysis
#2		
#3		
#4		
#5		
#6		
#7		
#8		
#9		

B. SCOPE OF PROJECT AND REASON(s) FOR REQUEST:

Describe the project scope and provide reason(s) why the request for submittal waiver(s) should be approved. Use additional sheets if necessary and attach to this application form. (Please print or type)

A Special Exception request to amend the subject property's existing Special Exception and Site Plan, which currently allows up to 900 square feet of outdoor seating area where consumption of beer, wine and liquor may occur on the south side of the restaurant, to permit approximately ± 243 square feet of said outdoor seating area ~~to be located on the west side of the restaurant. The existing ± 657 square feet of the outdoor seating area~~ will ~~remain on the south side of the restaurant. The maximum amount of outdoor seating area previously ap~~proved (900 square feet) will not increase, therefore there will be no increase in traffic at the restaurant.

Under penalties of perjury, I declare that I have read the foregoing application and that the facts stated in it are true.

Noel J. Davies, Esq

Signature of Applicant

Directors Decision: _____**Request Approved** _____**Request Denied**

Comments: _____

_____

_____

Signature: _____ **Date:** _____

AFFIDAVIT OF AUTHORIZATION

I, Goran Stojkoski (name), as President (title) of 27940 Crown Lake Blvd. Inc. (property owner), swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I have authorized the staff of City of Bonita Springs Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application; and that
4. The property will not be transferred, conveyed, sold or subdivided unencumbered by the conditions and restrictions imposed by the approved action.
5. We/I authorize Noel J. Davies, Esq., Davies Law, PLLC, and Andrew Rath, P.E., Davidson Engineering (name of engineer) to act as our/my representative in any matters regarding this petition including 1 through 2 above.

Notes:

- *If the applicant is a corporation, then it is usually executed by the corp. pres. or v. pres.*
- *If the applicant is a Limited Liability Company (L.L.C.) or Limited Company (L.C.)., then the documents should typically be signed by the Company's "Managing Member."*
- *If the applicant is a partnership, then typically a partner can sign on behalf of the partnership.*
- *If the applicant is a limited partnership, then the general partner must sign and be identified as the "general partner" of the named partnership.*
- *If the applicant is a trustee, then they must include their title of "trustee."*
- *In each instance, first determine the applicant's status, e.g., individual, corporate, trust, partnership, estate, etc., and then use the appropriate format for that ownership.*

Under penalties of perjury, I declare that I have read the foregoing Affidavit of Authorization and that the facts stated in it are true.

Signature Goran Stojkoski — Date 7-24-26

**************NOTE: NOTARY PUBLIC IS NOT REQUIRED FOR ADMINISTRATIVE APPROVALS**************
ALL OTHER APPLICATION TYPES MUST BE NOTARIZED

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 24 day of JULY, 2026, by Goran Stojkoski (name of person providing oath or affirmation), who is personally known to me or who has produced Florida DL. (type of identification) as identification.

STAMP/SEAL

Signature of Notary Public

DAVIES LAW

3301 Bonita Beach Road
Suite 213
Bonita Springs, FL 34134

www.DaviesLawPLLC.com
Offices: Bonita Springs,
Naples

Noel J. Davies, Esq.
239.405-8033
Noel.Davies@davieslawpllc.com

August 24, 2026

Dear Property Owner,

The public is invited to attend a Neighborhood Information Meeting held by Davies Law, PLLC, on:

Wednesday, September 16, 2026, at 5:30 P.M., at Aqua Seafood, Steaks & Raw Bar, located at 27940 Crown Lake Blvd., Bonita Springs, FL 34135

The subject property is located at 27940 Crown Lake Blvd., Bonita Springs, FL 34135 (the "Property"), and contains the Aqua Seafood, Steaks & Raw Bar restaurant ("Restaurant"), in Section 33, Township 47 South and Range 25 East. The Property is at the northeast corner of S. Tamiami Trail and Bonita Beach Road S.E.



An application has been submitted to City of Bonita Springs seeking approval for the following:

> A Special Exception request pursuant to LDC Section 4-1023(a)(2)a.2. to amend the subject property's existing Site Plan, which currently allows up to 900 square feet of outdoor seating area where consumption of beer, wine and liquor may occur to be located within 500 feet of two (2) child day care centers on the south side of the Restaurant pursuant to LDC Section 4-1023(a)(2)a.2., to permit approximately ± 243 square feet of said outdoor seating area to be located on the west side of the Restaurant. The existing ± 657 square feet of the outdoor seating area will remain on the south side of the Restaurant. The maximum amount of outdoor seating area previously approved (900 square feet) will not increase. [COP26-135144-BOS]

Business and property owners, residents and visitors are welcome to attend the presentation to discuss the project.

If you are unable to attend the meeting and have questions or comments, they can also be directed by mail, phone or e-mail to the individual below:

Noel J. Davies, Esq.
Davies Law, PLLC
3301 Bonita Beach Road, Suite 213
Bonita Springs, FL 34134
Phone: 239-405-8033
Email: Catherine.Louise@davieslawpllc.com

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DAVIES LAW

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Bonita Springs, FL 34134

www.DaviesLawPLLC.com
Offices: Naples, Bonita Springs

Noel J. Davies, Esq.
239.405.8033
Noel.Davies@davieslawpllc.com

September 22, 2026

Aqua Seafood, Steaks & Raw Bar Special Exception Request
Summary of Pre-Application Neighborhood Information Meeting

I. Introduction

In accordance with Section 4-28(c)(5) of the City of Bonita Springs Land Development Code, the Applicant, 27940 Crown Lake Blvd., Inc, (the "Applicant"), hereby provides this written summary of the Neighborhood Information Meeting ("NIM") for the above-referenced application, which was held on September 16, 2026, at the Aqua Seafood, Steaks & Raw Bar restaurant, located at 27940 Crown Lake Blvd., Bonita Springs, FL 34135.

The Applicant's attorney, Morgan C. Hila, Esq., Davies Law, PLLC, was the sole agent of the Applicant that attended the meeting

II. Summary of Meeting

The meeting commenced at 5:30 P.M. No members of the public attended the meeting. Ms. Hila concluded the meeting at approximately 5:45 P.M.

27940 CROWN LAKE BLVD.
AQUA SEAFOOD, STEAKS & RAW BAR

NEIGHBORHOOD MEETING
SEPTEMBER 16, 2026

NAME	ADDRESS	PHONE	EMAIL

DAVIES LAW

3301 Bonita Beach Road
Suite 213
Bonita Springs, FL 34134

www.DaviesLawPLLC.com
Offices: Bonita Springs,
Naples

Noel J. Davies, Esq.
239.405-8033
Noel.Davies@davieslawpllc.com

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Phone: 239-405-8033
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USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Catherine Louise
Catherine Louise
3301 Bonita Beach Rd. #213
Bonita Springs FL 34134

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the News-Press, a daily newspaper published at Fort Myers in Lee County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Lee County, Florida, or in a newspaper by print in the issues of, on:

FNP Fort Myers News-Press 08/23/2026
FNP news-press.com 08/23/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/23/2026

Legal Clerk

Notary, State of WI, County of Brown

8-21-30

My commission expires

Publication Cost:	$214.94	
Tax Amount:	$0.00	
Payment Cost:	$214.94	
Order No:	12573032	# of Copies:
Customer No:	1126047	1
PO #:	LSAR0580492	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NICOLE JACOBS
Notary Public
State of Wisconsin

PUBLIC NOTICE



27940 CROWN LAKE BLVD.
LOCATION MAP

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Wednesday, September 16, 2026, at 5:30 P.M., at Aqua Seafood, Steaks & Raw Bar, located at 27940 Crown Lake Blvd., Bonita Springs, FL 34135

The subject property is located at 27940 Crown Lake Blvd., Bonita Springs, FL 34135 (the "Property"), and contains the Aqua Seafood, Steaks & Raw Bar restaurant ("Restaurant"), in Section 33, Township 47 South and Range 25 East. The Property is at the northeast corner of S. Tamiami Trail and Bonita Beach Road S.E.

An application has been submitted to the City of Bonita Springs seeking approval for the following:

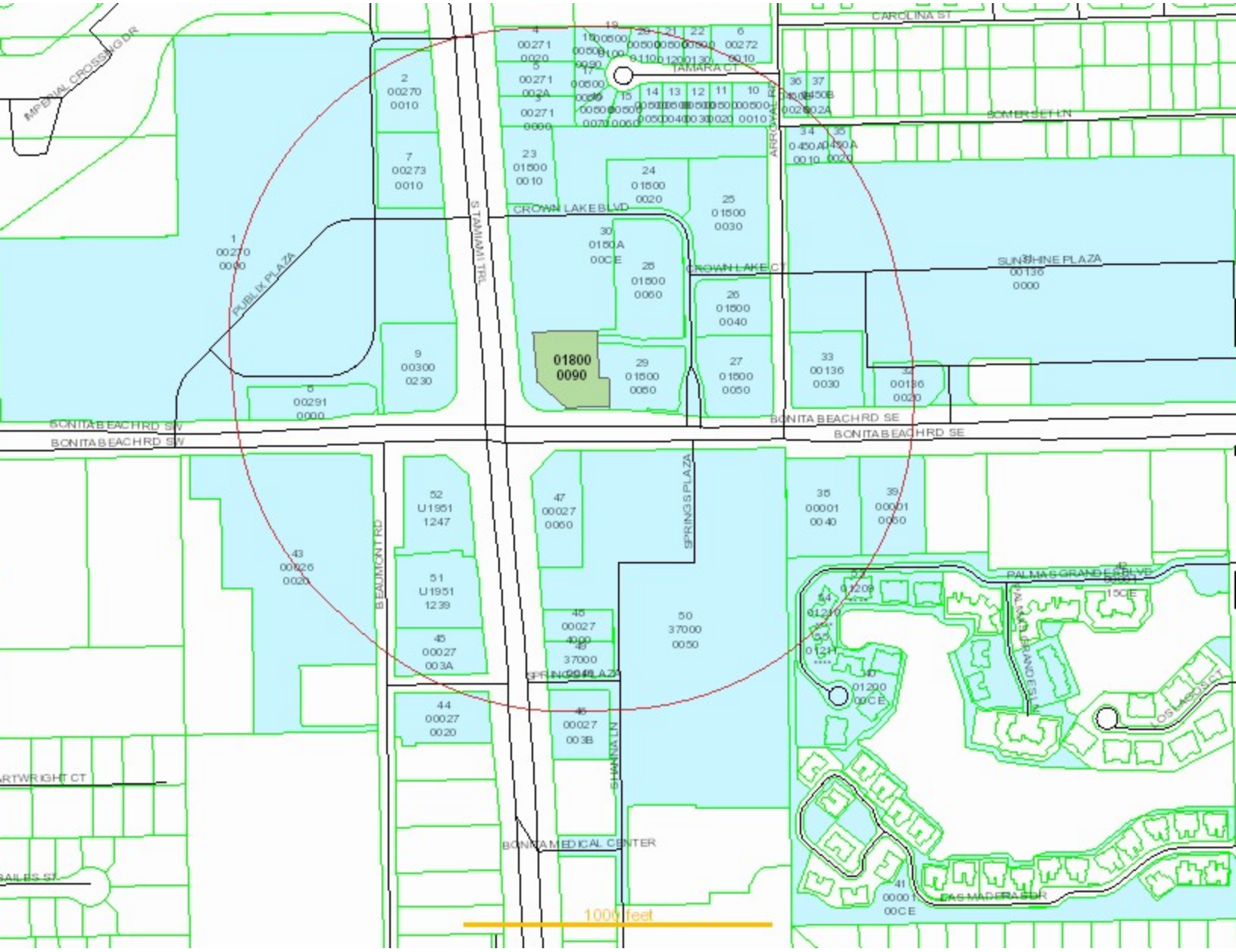
A Special Exception request pursuant to LDC Section 4-1023(a)(2)a.2. to amend the subject property's existing Site Plan, which currently allows up to 900 square feet of outdoor seating area where consumption of beer, wine and liquor may occur to be located within 500 feet of two (2) child day care centers on the south side of the Restaurant pursuant to LDC Section 4-1023(a)(2)a.2., to permit approximately 243 square feet of said outdoor seating area to be located on the west side of the Restaurant. The existing 657 square feet of the outdoor seating area will remain on the south side of the Restaurant. The maximum amount of outdoor seating area previously approved (900 square feet) will not increase. [COP26-135144-BOS]

Business and property owners, residents and visitors are welcome to attend the presentation to discuss the project.

If you are unable to attend the meeting in person and have questions or comments, they can also be directed by mail, phone or e-mail to the individual below:

Noel J. Davies, Esq.
Davies Law, PLLC
3301 Bonita Beach Road, Suite 213
Bonita Springs, FL 34134
Phone: 239-405-8033
Email:
catherine.louise@davieslawpllc.com

August 23 2026
LSAR0580492


CAROLINA ST
TAMARA CT
SOMERSET LN
CROWN LAKE BLVD
CROWN LAKE CT
S TAMIAMI TRL
PUBLIX PLAZA
SUNSHINE PLAZA
01800
0090
BONITA BEACH RD SW
BONITA BEACH RD SE
BEAUMONT RD
SPRINGS PLAZA
PALMAS GRAND E BLVD
PALMAS GRAND ESLN
OSLA DR CT
SHANNA LN
BONITA MEDICAL CENTER
1000 feet

Subjects: ! Affected: ! Buffer: 10! Date: 8/3 List Size: 65

Index	Subject	Folioid	STRAP	OwnerNar	OwnerNar	MailAddre	MailAddre	MailCity	MailState	MailZip	MailCount	SiteNumb	SiteStreet	SiteUnit	SiteCity	SiteZip	Legal
0	TRUE	10289945	33-47-25-1	27940 CROWN LAKE I		852 FIFTH AVE S		NAPLES	FL	34102		27940	CROWN LAKE BLVD		BONITA SP	34135	ARROYAL MALL<CR>PB 55 PGS 43-46<CR>LOT 9
1	FALSE	10595127	33-47-25-1	BRIXMORI	RE TAX TEA	200 RIDGE PIKE #100		CONSHOH	PA	19428		3300-3366	BONITA BEACH RD SV		BONITA SP	34134	ARROYAL PB 3/80 LTS 70 71<CR>74 75 85-87 91+92 DSC 1842<CR>/380 LES 2361/172 +VAC ST+<CR>LESS LDO SPLIT 20190002385
2	FALSE	10595128	33-47-25-1	JPMORGAN CHASE BA		1111 POLARIS PKWY		COLUMBU	OH	43240		27820	STAMIAMI TRL		BONITA SP	34134	ARROYAL PB 3/80 PORT LT 71-CR>AS DESC IN LDO SPLIT 20190002385
3	FALSE	10289406	33-47-25-1	27831 TAMIAMI TRAIL		27011 FLAMINGO DR		BONITA SP	FL	34135		27831/833	STAMIAMI TRL		BONITA SP	34134	ARROYAL<CR>PB 3 PG 80<CR>LOT 71 LESS THE W 171 FT<CR>FR SE COR OF LT 71 N01-17W 100 FT<CR>S89-14W 249.26 FT S04-48-03E 100.24FT<CR>N89-14E 243.11 FT TO POB
4	FALSE	10289407	33-47-25-1	PALM CASUAL FURNI		7008 N DALE MABRY H		TAMPA	FL	33614		27801	STAMIAMI TRL		BONITA SP	34134	ARROYAL PB 3 PG 80<CR>PT LT 71 DESC OR 1938/4012
5	FALSE	10289408	33-47-25-1	CROWN ROYAL PROP		27821 STAMIAMI TRL		BONITA SP	FL	34134		27821	STAMIAMI TRL		BONITA SP	34134	ARROYAL PB 3 PG 80<CR>DESC OR 1938 PG 1209<CR>PT LOT 71
6	FALSE	10289409	33-47-25-1	SPEARMAN DANIEL A		PO BOX 910		SALEM	IL	62881		27720	ARROYAL RD		BONITA SP	34135	ARROYAL<CR>PB 3 PG 80<CR>LOT PT 72
7	FALSE	10289410	33-47-25-1	BRIXMORI	RE TAX TEA	200 RIDGE PIKE #100		CONSHOH	PA	19428		27890	STAMIAMI TRL		BONITA SP	34134	ARROYAL PB3PG80 PT LT 74<CR>DESC OR1842/377+OR1729/<CR>1164 LES VAC ST 1870/2099
8	FALSE	10289451	33-47-25-1	BRIXMORI	RE TAX TEA	200 RIDGE PIKE #100		CONSHOH	PA	19428		3250	BONITA BEACH RD SV		BONITA SP	34134	ARROYAL PB 3 PG 80<CR>PT OF LT 91 DESC OR 2361/<CR>172+ VAC ST OR 1870/2099
9	FALSE	10289472	33-47-25-1	7 ELEVEN INC		7-ELEVEN	PO BOX 71	DALLAS	TX	75221		27990	STAMIAMI TRL		BONITA SP	34134	BENSONS PB 9/102 LTS 23-33<CR>LES US-41+VAC ST OR 1870/<CR>2099+VAC OR 2737/1059
10	FALSE	10289608	33-47-25-1	CANAL ILSTIN +		8565 TAMARA CT		BONITA SP	FL	34135		8565/8566	TAMARA CT		BONITA SP	34135	PENN ESTATES<CR>PB 34 PG 4<CR>LOT 1
11	FALSE	10289609	33-47-25-1	SW FLORIDA PROJEC		14483 TUSCANY POIN		NAPLES	FL	34120		8559/8566	TAMARA CT		BONITA SP	34135	PENN ESTATES<CR>PB 34 PG 4<CR>LOT 2
12	FALSE	10289610	33-47-25-1	SHG REAL ESTATE LLC		13966 OLD COAST RD		NAPLES	FL	34110		8551/8552	TAMARA CT		BONITA SP	34135	PENN ESTATES<CR>PB 34 PG 4<CR>LOT 3
13	FALSE	10289611	33-47-25-1	SHG REAL ESTATE LLC		13966 OLD COAST RD		NAPLES	FL	34110		8543/8544	TAMARA CT		BONITA SP	34135	PENN ESTATES<CR>PB 34 PG 4<CR>LOT 4
14	FALSE	10289612	33-47-25-1	SHG REAL ESTATE LLC		13966 OLD COAST RD		NAPLES	FL	34110		8537/8538	TAMARA CT		BONITA SP	34135	PENN ESTATES<CR>PB 34 PG 4<CR>LOT 5
15	FALSE	10289613	33-47-25-1	SP HOLDINGS OF SW		100 W PALMFIELD RD		COUNTRY	IL	60525		8531/8532	TAMARA CT		BONITA SP	34135	PENN ESTATES<CR>PB 34 PG 4<CR>LOT 6
16	FALSE	10591106	33-47-25-1	BOHNHORST ERIK &		1258 WEATHERSFIELD		SAN JOSE	CA	95118		8525/8527	TAMARA CT		BONITA SP	34135	PENN ESTATE <CR>PB 34 PG 4<CR>LOT 7
17	FALSE	10591107	33-47-25-1	MCSWFL LLC		541 OTTO PL		PARAMUS	NJ	07652		8519/8521	TAMARA CT		BONITA SP	34135	PENN ESTATE <CR>PB 34 PG 4<CR>LOT 8
18	FALSE	10289616	33-47-25-1	GUERRA JOSEPH		3040 OASIS GRAND B		FORT MYE	FL	33916		8508/8511	TAMARA CT		BONITA SP	34135	PENN ESTATES<CR>PB 34 PG 4<CR>LOT 9
19	FALSE	10289617	33-47-25-1	MARTENS FREDERICK		8514 TAMARA CT		BONITA SP	FL	34135		8514	TAMARA CT		BONITA SP	34135	PENN ESTATES<CR>PB 34 PG 4<CR>LOT 10
20	FALSE	10289618	33-47-25-1	MCKENNEY LINWOOI		8805 TAMIAMI TRL N #		NAPLES	FL	34108		8520/8527	TAMARA CT		BONITA SP	34135	PENN ESTATES<CR>PB 34 PG 4<CR>LOT 11
21	FALSE	10289619	33-47-25-1	TAMARA COURT #121		8891 BRIGHTON LAN		BONITA SP	FL	34135		8526/8528	TAMARA CT		BONITA SP	34135	PENN ESTATES<CR>PB 34 PG 4<CR>LOT 12
22	FALSE	10289620	33-47-25-1	TAMARA COURT #131		8891 BRIGHTON LN #		BONITA SP	FL	34135		8530/8531	TAMARA CT		BONITA SP	34135	PENN ESTATES<CR>PB 34 PG 4<CR>LOT 13
23	FALSE	10289938	33-47-25-1	27841 CRI CVS		PO BOX 1610		COCKEYS	MD	21030		27841	CROWN LAKE BLVD		BONITA SP	34135	ARROYAL MALL<CR>PB 55 PGS 43-46<CR>LOT 1
24	FALSE	10289939	33-47-25-1	1495 RAIL HEAD 7891		6317 PLUMOSA AVE		FORT MYE	FL	33908		27861	CROWN LAKE BLVD		BONITA SP	34135	ARROYAL MALL<CR>PB 55 PGS 43-46<CR>LOT 2
25	FALSE	10289940	33-47-25-1	WARAMAUG NAPLES		13101 PRESTON RD #		DALLAS	TX	75240		27891	CROWN LAKE BLVD		BONITA SP	34135	ARROYAL MALL<CR>PB 55 PGS 43-46<CR>LOT 3
26	FALSE	10632719	33-47-25-1	LB COMMI	LYONS & L	27911 CROWN LAKE B		BONITA SP	FL	34135		27911	CROWN LAKE BLVD		BONITA SP	34135	ARROYAL MALL<CR>PB 55 PG 43-46 <CR>LOT 4
27	FALSE	10289942	33-47-25-1	M&I HARS	BMO HARI	CORPORA	111 W MO	CHICAGO	IL	60603		9000	BONITA BEACH RD SE		BONITA SP	34135	ARROYAL MALL<CR>PB 55 PGS 43-46<CR>LOT 5
28	FALSE	10289943	33-47-25-1	BSH LIMITED PARTNE		1661 AARON BRENNE		MEMPHIS	TN	38120		27900	CROWN LAKE BLVD		BONITA SP	34135	ARROYAL MALL<CR>PB 55 PGS 43-46<CR>LOTS 6 + 7
29	FALSE	10289944	33-47-25-1	CROWN LAKE PROPE		28120 SERATA CT		NAPLES	FL	34110		27970	CROWN LAKE BLVD		BONITA SP	34135	ARROYAL MALL<CR>PB 55 PGS 43-46<CR>LOT 8 + POR OF TR D + POR OF TR F DESC OR 3262/3915 + LOTS 43 + 44 BENSONS SUBD PB 9 PG 102
30	FALSE	10289946	33-47-25-1	ARROYAL	ROGER BC	27970 CROWN LAKE B		BONITA SP	FL	34135			ARROYAL MALL C/E		BONITA SP	34135	ARROYAL MALL<CR>PB 55 PGS 43 -46<CR>TRS A THRU D + F LESS OR 3262 PG 3915 + LESS 2006000480484
31	FALSE	10290674	34-47-25-1	WYNN PROPERTIES IN		9220 BONITA BEACH I		BONITA SP	FL	34135		9030-9174	BONITA BEACH RD SE		BONITA SP	34135	BONITA FARMS PB 3 PG 27<CR>LOT 38 + PT LOTS 33 THRU<CR>37 LESS 36.1 THRU 36.4
32	FALSE	10290676	34-47-25-1	WERKHEISER JAMES T		28222 ROBOLINI CT		BONITA SP	FL	34135		9070	BONITA BEACH RD SE		BONITA SP	34135	BONITA FARMS SEC 34<CR>PB 3 PG 27 PT LOT 36<CR>DESC IN OR 1623 PG 1588
33	FALSE	10290677	34-47-25-1	BANK OF A	CORPORA	PO BOX 32547		CHARLOT	NC	28232		9020	BONITA BEACH RD SE		BONITA SP	34135	BONITA FARMS SEC 34<CR>PB 3 PG 27 PT LOT 36<CR>DESC IN OR 1653 PG 0067
34	FALSE	10290632	34-47-25-1	BRIGONI ROMAN IRIS		9001 SOMERSET LN		BONITA SP	FL	34135		9001	SOMERSET LN		BONITA SP	34135	BONITA FARMS<CR>PB 3 PG 27-CR>SEC 34 LOT 1 BLK A R/R
35	FALSE	10290617	34-47-25-1	HIDA VASILIKA		920 72ND ST #3H		BROOKLYI	NY	11228		9007	SOMERSET LN		BONITA SP	34135	BONITA FARMS SEC 34<CR>PB 3 PG 27 LT PT 35 DESC<CR>OR 1629 PG 1729 LESS E 71.40 FT<CR>AKA LT 2 BLK A RIVER RIDGE ESTS UN
36	FALSE	10290638	34-47-25-1	PIEDRA RAYMOND		681 17TH ST SW		NAPLES	FL	34117		9000/9001	SOMERSET LN		BONITA SP	34135	BONITA FARMS PT LOT 35 PB<CR>3 PG 27 DESC IN OR 1391<CR>PG 1449 AKA W 1/2 LT 2
37	FALSE	10290637	34-47-25-1	HENGEL DAVID A & S		26 THIRD ST		BONITA SP	FL	34134		9004/9009	SOMERSET LN		BONITA SP	34135	BONITA FARMS PT LOTS 35-CR>PB 3 PG 27 DESC IN<CR>OR 1375 PG 1816 AKA E 1/2 OF LOT 2 BLK B RIVER RIDGE EST UNREC
38	FALSE	10295359	03-48-25-1	FIFTH THI	MD 10ATA	38 FOUNTAIN SQUAR		CINCINNA	OH	45263		9021	BONITA BEACH RD SE		BONITA SP	34135	FR NW COR OF SEC 3 RUN S<CR>127.46 FT TO POB<CR>LYING S OF SR 865
39	FALSE	10295361	03-48-25-1	UNITED STATES POST		1735 N BROWN RD #2		LAWRENC	GA	30043		9071	BONITA BEACH RD SE		BONITA SP	34135	PARL IN N W 1/4 OF N W 1/4<CR>SEC 3 TWP 48 R 25 DESC IN<CR>OR 1195 PG 1905
40	FALSE	10442405	03-48-25-1	PUESTA DEL LAGO AT		28000 SPANISH WELL		BONITA SP	FL	34135			PUESTA DEL LAGO @		BONITA SP	34135	PUESTA DEL LAGO AT LAS BRISAS CONDO DESC OR 2924 PG 0050 AMENDED IN OR 3415/211+ OR3491/2964 + OR3519/3620 + OR 3572/1481 + OR 3703/4828 + OR 3771/2615 + OR3806/4865 + OR 3822/521 +OR3863/3753 COMMON ELEMENTS
41	FALSE	10295355	03-48-25-1	LAS BRISA	RESORT M	2685 HORSESHOE DR		NAPLES	FL	34104		9080	LAS MADERAS DR		BONITA SP	34135	N 1695.74 FT LESS PARLS 1.001 THRU 1.012 + LESS CONDOS + RD R/W LESS OR 3830/4300 + OR 4474 PG 579 + LESS INST#2008000280960
42	FALSE	10508963	03-48-25-1	SPANISH WELLS COM		9200 BONITA BEACH I		BONITA SP	FL	34135			RIGHT OF WAY		BONITA SP	34135	PARL LOC IN NW 1/4 OF SEC <CR>AS DESC IN OR 4474 PG 579<CR>PALMAS GRANDES R/W
43	FALSE	10633817	04-48-25-1	TAMIAMI INVESTMENT		3838 TAMIAMI TRL N #		NAPLES	FL	34103		3301	BONITA BEACH RD SV		BONITA SP	34134	BEG 30 FT E FR PT OF S LI OF BONITA BEACH RD + W LI OF NE 1/4 OF NW 1/4 OF NE + <CR>PAR IN NE 1/4 W OF<CR>BEAUMONT BLVD LESS RD R/W<CR>OR 1974 PG 3302 LESS INSTRUMENT 2023000350803
44	FALSE	10296295	04-48-25-1	ACTION BUSINESS CC		324 SW 16TH ST		BELLE GLA	FL	33430		28186	STAMIAMI TRL		BONITA SP	34134	PARL IN NE 1/4 OF NE 1/4<CR>DESC IN OR 1069 PG 1107 LESS OR 3184 PG 3009
45	FALSE	10296297	04-48-25-1	WARFIELD DONALD I		6312 CAMINITO TENE		SAN DIEGO	CA	92120		28140	STAMIAMI TRL		BONITA SP	34134	NE 1/4 OF NE 1/4 W OF <CR>BONITA SPRINGS BYPASS<CR>AS DESC OR 1961 PG 1690
46	FALSE	10296298	04-48-25-1	MDC ENDI	7-ELEVEN	ATTN: AD V	PO BOX 71	DALLAS	TX	75221		28175	STAMIAMI TRL		BONITA SP	34134	PARL IN NE 1/4 OF NE 1/4<CR>SEC 4 T&R R25 DESC IN<CR>OR 1650 PG 2176
47	FALSE	10296307	04-48-25-1	DIRK AND	ATT:GUAN	P.O. BOX 60959		FORT MYE	FL	33906		28051	STAMIAMI TRL		BONITA SP	34134	SPRINGS PLAZA CENTER<CR>OUT PARCEL<CR>DESC OR 2300 PG 4525
48	FALSE	10296312	04-48-25-1	SPIRIT MAS	SOUTH BA	1513 N WASHINGTON		SARASOTA	FL	34236		28145	STAMIAMI TRL		BONITA SP	34134	PARL IN NE1/4 OF NE1/4<CR>E OF US 41<CR>DESC IN OR 2093 PG 3897
49	FALSE	10572026	04-48-25-1	MK REALTY	28155 S TA	6685 COLLIER BLVD		NAPLES	FL	34114		28155	STAMIAMI TRL		BONITA SP	34134	SPRINGS PLAZA COMMERCIAL SUBDIVISION AS DESC IN INST# 2015000223206 LOT 4
50	FALSE	10572027	04-48-25-1	SPRINGS STATION LL		11501 NORTHLAKE DI		CINCINNA	OH	45249		8961	BONITA BEACH RD SE		BONITA SP	34135	SPRINGS PLAZA COMMERCIAL SUBDIVISION AS DESC IN INST# 2015000223206 LOT 5
51	FALSE	10593569	04-48-25-1	TALKWWEB LLC		6857 GULF OF MEXIC		LONGBOA	FL	34228		28120	STAMIAMI TRL		BONITA SP	34134	PARL IN SEC 04 TWP 48 RNG 25 <CR>AS DESC IN INSTRUMENT 2019000201810
52	FALSE	10593570	04-48-25-1	WBA PORT	OAK STREI	125 S WACKER DR #1(		CHICAGO	IL	60606		28100	STAMIAMI TRL		BONITA SP	34134	PARL IN NE 1/4 W OF <CR>BONITA BYPASS AS DESC<CR>OR 1823/388 LESS RD LESS INSTRUMENT 2019000201810
53	FALSE	10475308	03-48-25-1	ANDERSON JON D & K		9020 PALMAS GRAND		BONITA SP	FL	34135		9020	PALMAS G	101	BONITA SP	34135	PUESTA DEL LAGO AT LAS BRISAS <CR>DESC IN OR 3822 PG 521 <CR>PH 9 BLDG 9 UNIT 101
53	FALSE	10475309	03-48-25-1	SPERLE DEAN & ANN		2148 RUNNING DEER		FREEPORT	IL	61032		9020	PALMAS G	102	BONITA SP	34135	PUESTA DEL LAGO AT LAS BRISAS <CR>DESC IN OR 3822 PG 521 <CR>PH 9 BLDG 9 UNIT 102
53	FALSE	10475310	03-48-25-1	COLLINS, EREMY & TC		9020 PALMAS GRAND		BONITA SP	FL	34135		9020	PALMAS G	201	BONITA SP	34135	PUESTA DEL LAGO AT LAS BRISAS <CR>DESC IN OR 3822 PG 521 <CR>PH 9 BLDG 9 UNIT 201
53	FALSE	10475311	03-48-25-1	PORITSKY OLEG		66 REDWOOD LN		NEWTOWN	PA	18940		9020	PALMAS G	202	BONITA SP	34135	PUESTA DEL LAGO AT LAS BRISAS <CR>DESC IN OR 3822 PG 521 <CR>PH 9 BLDG 9 UNIT 202
54	FALSE	10470959	03-48-25-1	MARX JANICE KARENI		9010 PALMAS GRAND		BONITA SP	FL	34135		9010	PALMAS G	101	BONITA SP	34135	PUESTA DEL LAGO AT LAS BRISAS <CR>DESC IN OR 3703 PG 4828 <CR>PH 10 BLDG 10 UNIT 101
54	FALSE	10470960	03-48-25-1	MORRISON PATRICK I		9010 PALMAS GRAND		BONITA SP	FL	34135		9010	PALMAS G	102	BONITA SP	34135	PUESTA DEL LAGO AT LAS BRISAS <CR>DESC IN OR 3703 PG 4828 <CR>PH 10 BLDG 10 UNIT 102
54	FALSE	10470961	03-48-25-1	BATISTA PAULO &		9010 PALMAS GRAND		BONITA SP	FL	34135		9010	PALMAS G	201	BONITA SP	34135	PUESTA DEL LAGO AT LAS BRISAS <CR>DESC IN OR 3703 PG 4828 <CR>PH 10 BLDG 10 UNIT 201
54	FALSE	10470962	03-48-25-1	FAHNESTOCK PAUL M		9010 PALMAS GRAND		BONITA SP	FL	34135		9010	PALMAS G	202	BONITA SP	34135	PUESTA DEL LAGO AT LAS BRISAS <CR>DESC IN OR 3703 PG 4828 <CR>PH 10 BLDG 10 UNIT 202
55	FALSE	10470963	03-48-25-1	BERLETH GISELA A		9000 PALMAS GRAND		BONITA SP	FL	34135		9000	PALMAS G	101	BONITA SP	34135	PUESTA DEL LAGO AT LAS BRISAS <CR>DESC IN OR 3703 PG 4828 <CR>PH 11 BLDG 11 UNIT 101
55	FALSE	10470964	03-48-25-1	UNGER MARLENA ASI		9000 PALMAS GRAND		BONITA SP	FL	34135		9000	PALMAS G	102	BONITA SP	34135	PUESTA DEL LAGO AT LAS BRISAS <CR>DESC IN OR 3703 PG 4828 <CR>PH 11 BLDG 11 UNIT 102
55	FALSE	10470965	03-48-25-1	LAU TIMOTHY J & SHE		3310 HAVEN PL		GREEN BA	WI	54313		9000	PALMAS G	201	BONITA SP	34135	PUESTA DEL LAGO AT LAS BRISAS <CR>DESC IN OR 3703 PG 4828 <CR>PH 11 BLDG 11 UNIT 201
55	FALSE	10470966	03-48-25-1	LEESMAN BRAD W & E		478 SPRINGARDEN C		CINCINNA	OH	45238		9000	PALMAS G	202	BONITA SP	34135	PUESTA DEL LAGO AT LAS BRISAS <CR>DESC IN OR 3703 PG 4828 <CR>PH 11 BLDG 11 UNIT 202

Aqua Seafood, Steaks & Raw Bar
Special Exception Request

27940 Crown Lake Blvd.,
Bonita Springs, FL 34135

Neighborhood Information Meeting
September 16th, 2026

DAVIES LAW

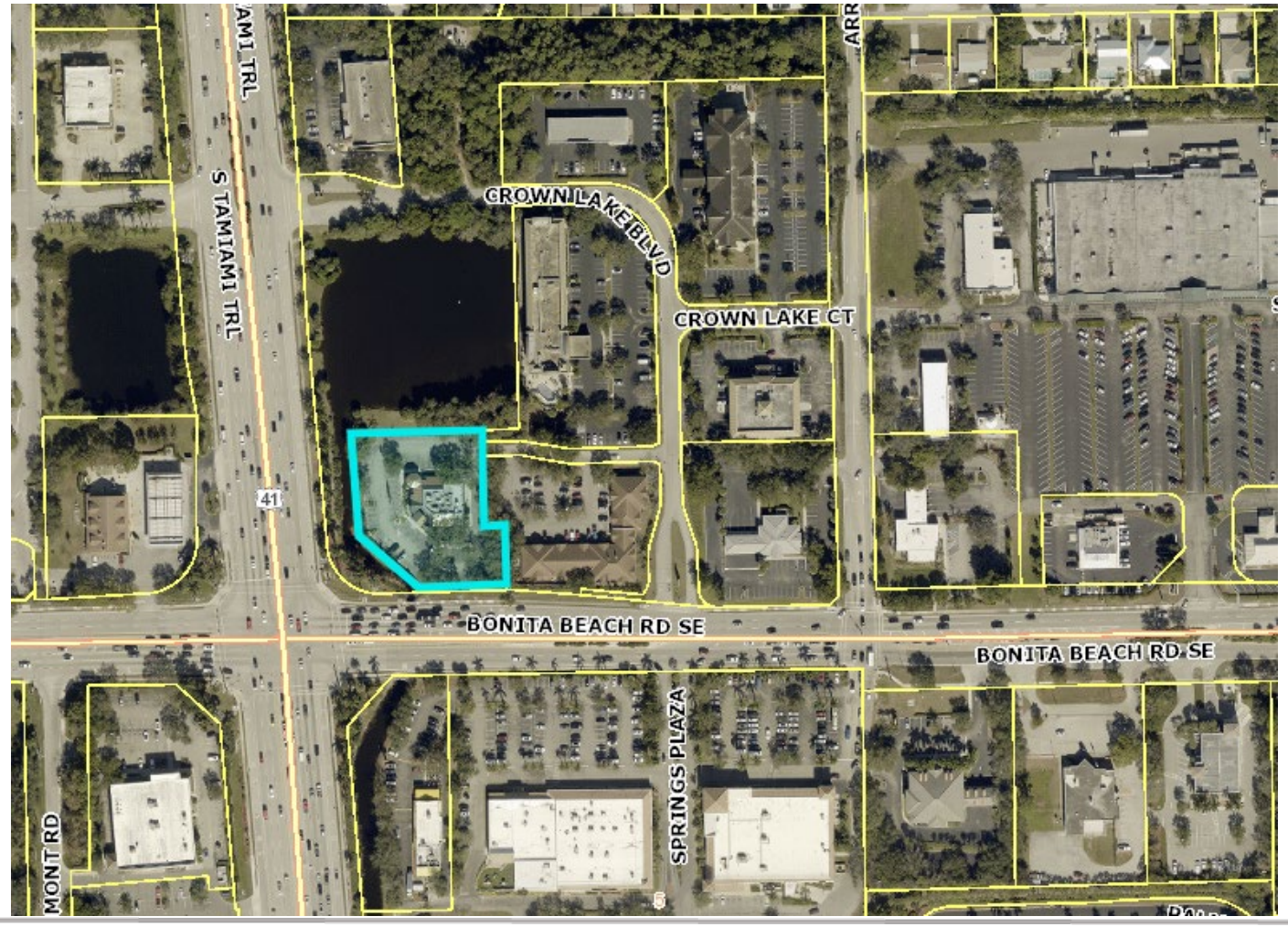
GENERAL INFORMATION

- Second required Neighborhood Information Meeting (post-sufficiency determination by Staff).
- First Neighborhood Information Meeting was held on July 21, 2026 (no members of the public attended).
- Staff deemed the application sufficient on August 21, 2026.
- We are recording this meeting. After the presentation, the meeting will be open for questions.
- Please sign in using the sign-in sheet.

PROJECT TEAM

- Applicant: 27940 Crown Lake Blvd., Inc.
  - Gordon Stojkoski, President
- Noel J. Davies and Morgan C. Hila, Davies Law, PLLC, Land Use Attorneys
- Andrew Rath, Davidson Engineering, Civil Engineer

PROJECT LOCATION

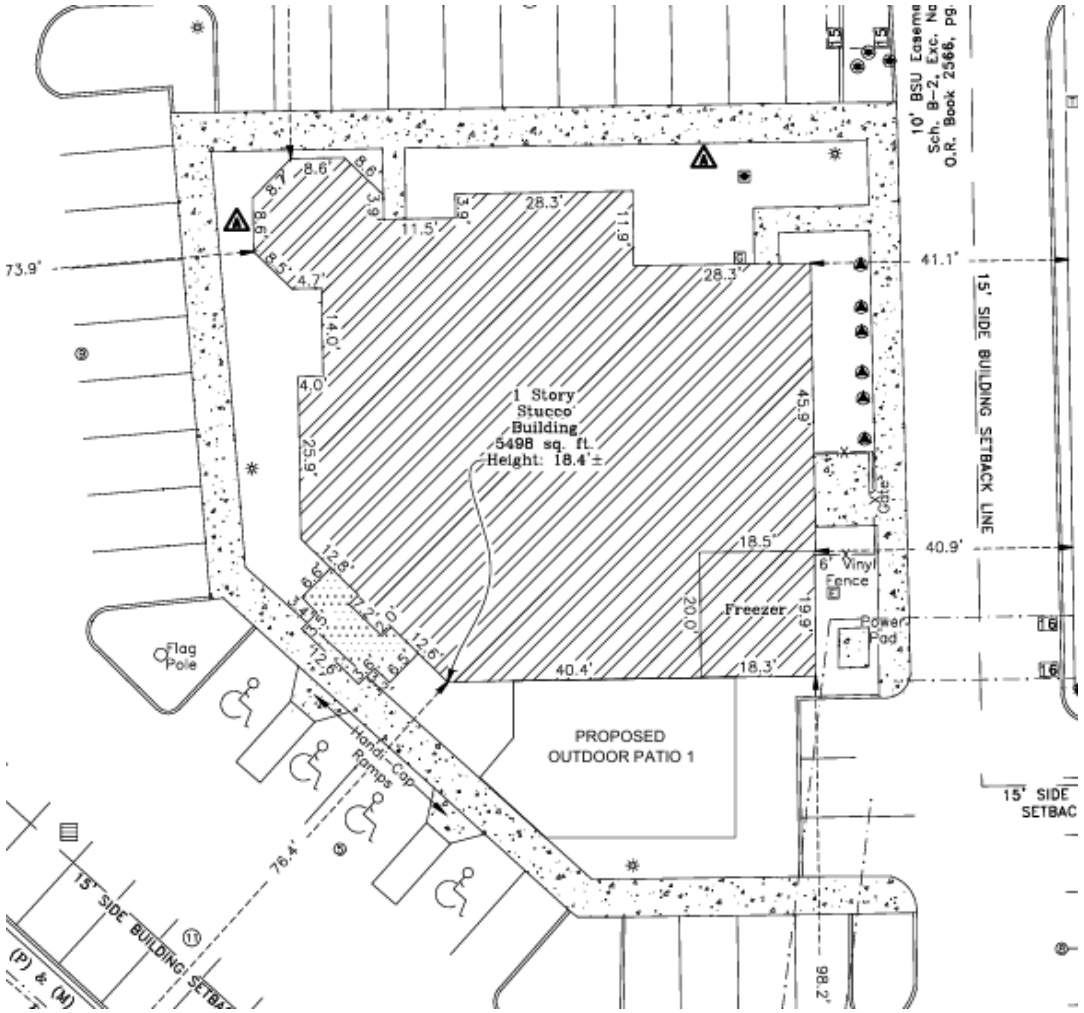


DAVIES LAW

SPECIAL EXCEPTION REQUEST

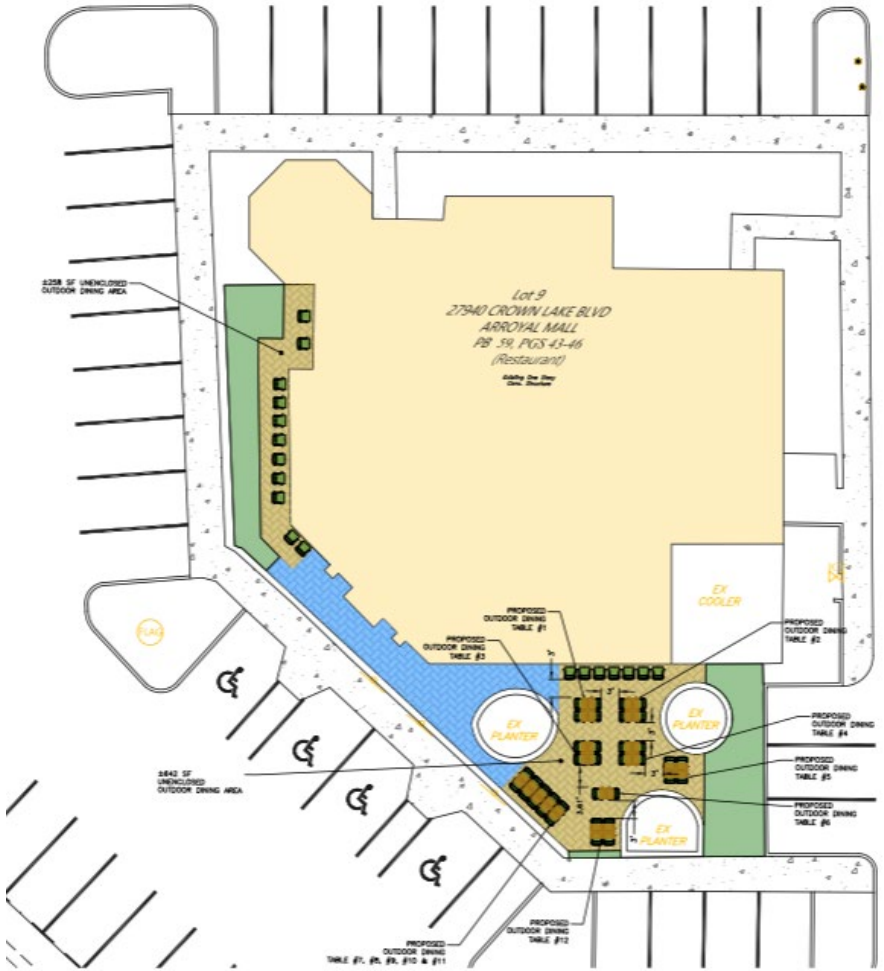
- The Applicant proposes to amend the previously approved Special Exception and Site Plan that permits outdoor consumption of beer, wine and liquor on the subject property, which is located within 500 feet of two (2) child day care centers.
- The amendment will relocate approximately ± 243 square feet of the outdoor seating area where consumption may occur to the west side of the restaurant. The remaining ± 657 square feet of outdoor seating area will remain in the previously approved location on the south side of the restaurant.
- The total size of the outdoor dining area previously approved by City Council (900 square feet) will not increase.

PREVIOUSLY APPROVED PLAN



DAVIES LAW

PROPOSED PLAN



DAVIES LAW

DISTANCE TO LEARNING CITY ACADEMY – PREVIOUS PLAN



DAVIES LAW

DISTANCE TO LEARNING CITY ACADEMY – PROPOSED PLAN



DAVIES LAW

DISTANCE TO NOAH'S ARK ACADEMY – PREVIOUS PLAN



DAVIES LAW

DISTANCE TO NOAH'S ARK ACADEMY – PROPOSED PLAN



DAVIES LAW

NEXT STEPS

- The Special Exception Application will be presented before the Bonita Springs Planning and Zoning Board for review and recommendation to the Bonita Springs City Council at a duly noticed public hearing.
- The Special Exception Application will then be presented before the Bonita Springs City Council for approval at a duly noticed public hearing.

QUESTIONS?

If you have a disability and the format of this document interferes with your ability to access some information, please contact us at (239) 444-6150 during regular business hours (8:00am-5:00pm, Monday-Friday), and we'll gladly assist.

CITY OF BONITA SPRINGS
Community Development Department
9220 Bonita Beach Road, Ste. 111
Bonita Springs, FL 34135
Phone: (239) 444-6150
email: permitting@cityofbonitaspringscd.org

MAILING NOTICES AFFIDAVIT

Property owners within 375 feet (or 500 feet in the case of on-premises consumption special exceptions) of the subject parcel(s) must be notified in writing of the proposed zoning action going before council within thirty CALENDAR (30) days of the initial Public Hearing. Property owners must be informed of their ability to participate in these hearings and/or given the opportunity to return a Citizen Response Form, should they have any comments or concerns regarding the matter. This affidavit must be returned assuring the following:

a. Affidavit for case # PD25-122564-BOS sent on 9/21, 20 26.
b. Names and addresses of property owners are those appearing on the latest tax rolls for Lee County.
c. The Zoning Board for land use adjustments and City Council public hearing dates, times, and locations of hearings that were provided in the notices.
d. All notices have been sent by first-class mail.

NOTE: AFTER THE NOTICES HAVE BEEN SENT, THE AFFIDAVIT OF THE MAILING NOTICES, BELOW, SHOULD BE RETURNED NO LATER THAN THREE (3) WORKING DAYS BEFORE THE INITIAL HEARING DATE TO CITY OF BONITA SPRINGS ZONING DIVISION, 9220 BONITA BEACH ROAD, SUITE 109, BONITA SPRINGS, FL 34135.

BEFORE THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED Noel Davies WHO ON OATH SAYS THAT HE/SHE HAS SENT PROPER NOTICE AS REQUIRED BY SECTION 4-229(B) OF THE CITY OF BONITA SPRINGS LAND DEVELOPMENT CODE ON THE PARCEL COVERED IN THE ZONING APPLICATION REFERENCED BELOW:

ZONING APPLICATION CASE NUMBER: PD25-122564-BOS
SIGNATURE OF APPLICANT OR AGENT: [signature]
NAME (TYPED OR PRINTED): Noel Davies
SITE ADDRESS OR P.O. BOX: 27940 Crown Lake Blvd
CITY, STATE & ZIP: Bonita Springs, FL 34134

STATE OF FLORIDA
COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me by means of physical presence ☑ or online notarization ☐,
this (day) 22 of (month) September, (year) 2026,
by (name of person making statement) Noel Davies.

Signature of Notary Public - State of Florida: [signature]
Name of Notary Typed, Printed, or Stamped: Morgan Boyd

Personally Known ☑ OR Produced Identification ☐
Type of Identification Produced: _____

NOTARY PUBLIC STATE OF FLORIDA
MORGAN BOYD
Commission # HH 322006
Expires February 13, 2027

AFFIDAVIT OF POSTING NOTICE

Community Development Department | 9220 Bonita Beach Road, Suite 111 | Bonita Springs, FL 34135 | Phone: (239) 444-6150 | Fax: (239) 444-6140

INSTRUCTIONS

A zoning sign must be posted on the parcel subject to any zoning application for a minimum of fifteen CALENDAR (15) days in advance of a Public Hearing and maintained through the City of Bonita Springs Public Hearing, if any. This sign will be provided by the Zoning Division in the following manner:

a. Signs for case # COP26-135144-BOS must be posted by 10/5/2026.
b. The sign must be erected in full view of the public, not more than five (5) feet from the nearest right-of-way or easement.
c. The sign must be securely affixed by nails, staples or other means to a wood frame or to a wood panel and then fastened securely to a post, or pother structure. The sign may not be affixed to a tree or other foliage.
d. The applicant must make a good faith effort to maintain the sign in place, and readable condition until the requested action has been heard and a final decision rendered.
e. If the sign is destroyed, lost, or rendered unreadable, the applicant must report the condition to the Zoning Division, and obtain duplicate copies of the sign from the Zoning Division.
f. The Division may require the applicant to erect additional signs where large parcels are involved with street frontages extending over considerable distances. If required, such additional signs must be placed not more than three hundred (300) feet apart.

When a parcel abuts more than one (1) street, the applicant must post signs along each street. When a subject parcel does not front a public road, the applicant must post the sign at a point on a public road which leads to the property, and the sign must include a notation which generally indicates the distance and direction to the parcel boundaries and the dimensions of the parcel.

NOTE: AFTER THE SIGN HAS BEEN POSTED, THE AFFIDAVIT OF THE POSTING NOTICE, BELOW, SHOULD BE RETURNED NO LATER THAN THREE (3) WORKING DAYS BEFORE THE INITIAL HEARING DATE TO CITY OF BONITA SPRINGS ZONING DIVISION, 9220 BONITA BEACH ROAD, SUITE 109, BONITA SPRINGS, FL 34135.

(Return the completed Affidavit below to the Zoning Division as indicated in previous paragraph.)

STATE OF FLORIDA
COUNTY OF LEE

BEFORE THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED Noel J. Davies WHO ON OATH SAYS THAT HE/SHE HAS POSTED PROPER NOTICE AS REQUIRED BY SECTION 4-229(B) OF THE CITY OF BONITA SPRINGS LAND DEVELOPMENT CODE ON THE PARCEL COVERED IN THE ZONING APPLICATION REFERENCED BELOW:

SIGNATURE OF APPLICANT OR AGENT

Noel J. Davies
NAME (TYPED OR PRINTED)

3301 Bonita Beach Rd. #213
ST. OR P.O. BOX

Bonita Springs, FL 34134
CITY, STATE & ZIP

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was sworn to and subscribed before me this 5 day of October, 2026 by Noel J. Davies, personally known to me or who produced _____ as identification and who did/did not take oath.

MORGAN BOYD
Commission # HH 322006
Expires February 13, 2027

Signature of Notary Public

Morgan Boyd
Printed Name of Notary Public

My Commission Expires:
(Stamp with serial number)

CITY OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
NOTICE OF PUBLIC HEARING
APPLICATION: COP26-135144-BOS

This is a courtesy notice of a proposed zoning action within 500 feet of property you own. You are encouraged to attend these public hearings and/or complete and return the attached Citizen Response Form, should you have any comments or concerns regarding this matter. If you have any questions or would like further information, please contact **Mary Tornberg, Planner, at (239) 444-6162, or mtornberg@cityofbonitaspringscd.org.** Copies of the staff report will be available one week prior to the hearing. This file may be reviewed at the Community Development Department, 9220 Bonita Beach Road, Suite 109, Bonita Springs, FL 34135 or online at:

http://cityofbonitasprings.org/cms/one.aspx?pageId=13788499

Planning and Zoning Board:	**City Council:**
October 20, 2026 at 9:00am Bonita Springs City Hall 9101 Bonita Beach Road Bonita Springs, FL 34135	November 4th, 2026 at 5:30pm (Tentative) Bonita Springs City Hall 9101 Bonita Beach Road Bonita Springs, FL 34135

CASE NUMBER: COP26-135144-BOS

CASE NAME: Aqua Seafood Consumption on Premises Special Exception Amendment

REQUEST: A Special Exception request pursuant to LDC Section 4-1023(a)(2)a.2. to amend the subject property's existing Site Plan, which currently allows up to 900 square feet of outdoor seating area where consumption of beer, wine and liquor may occur to be located within 500 feet of two (2) child day care centers on the south side of the Restaurant pursuant to LDC Section 4-1023(a)(2)a.2., to permit approximately ± 243 square feet of said outdoor seating area to be located on the west side of the Restaurant. The existing ± 657 square feet of the outdoor seating area will remain on the south side of the Restaurant. The maximum amount of outdoor seating area previously approved (900 square feet) will not increase.

LOCATION: The subject property is located at 27940 Crown Lake Blvd., Bonita Springs, FL 34135. STRAP: 33-47-25-B3-01800.0090.

The City of Bonita Springs is committed to equal opportunity and does not discriminate on the basis of race, color, national origin, gender, age, disability, religion, income, or marital status. Under the Americans with Disabilities Act, anyone who requires an ADA-qualified accommodation to participate in this proceeding should contact City Clerk Mike Sheffield at (239) 949-6248 at least 48 hours in advance of the meeting. Such reasonable accommodation will be provided at no cost to the requester.

Any person who may seek to appeal a decision made by the board on any matter at the meeting is responsible for ensuring that a verbatim record of the proceeding is made, which includes the testimony and evidence upon which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mary Tornberg
9220 Bonita Beach Road, Suite 111
Bonita Springs, FL 34135
mtornberg@cityofbonitaspringscd.org

Support _____ Oppose _____

Application: COP26-135144-BOS: Aqua Seafood COP Special Exception Amendment

_____
_____
_____
_____
_____
_____

DATE: _____
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP:_____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.