

Building and Landscaping Permit  
Palmetto Point Association  
4819 Sherry lane  
Fort Myers, Fl 33908



PALMETTO POINT  
A DEED RESTRICTED WATERFRONT COMMUNITY

Name MATTHEW + Lori SCHULZ Lot # \_\_\_\_\_  
Address 4809 SHERRY LN Fort Myers Florida 33908 Phone 810-357-3288  
Email Address MATTHEWSCHULZ@LIVE.COM

**Contractor**

Name STOKES MARINE, Inc Phone 239-215 4038  
Address 15955 Pine Ridge Road License# CBC1262379

**Architect**

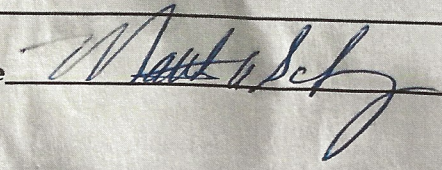
Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_ License# \_\_\_\_\_

**Type of construction, repair or updating:**

☐ new home ☐ addition ☐ swimming pool ☐ Pool cage ☐ new roof  
☒ seawall/Boat lift/Piers & Posts ☐ landscaping ☐ Exterior Painting  
☐ Driveway ☐ Exterior walks & stairs ☐ Fences  
☐ Terraces/Patios/Walls ☐ Changes to Property lines/setbacks.

**Plans submitted and comply with Deed of Restrictions**

☒ yes ☐ no (please explain) \_\_\_\_\_

Owner's signature  Date 7/10/2021

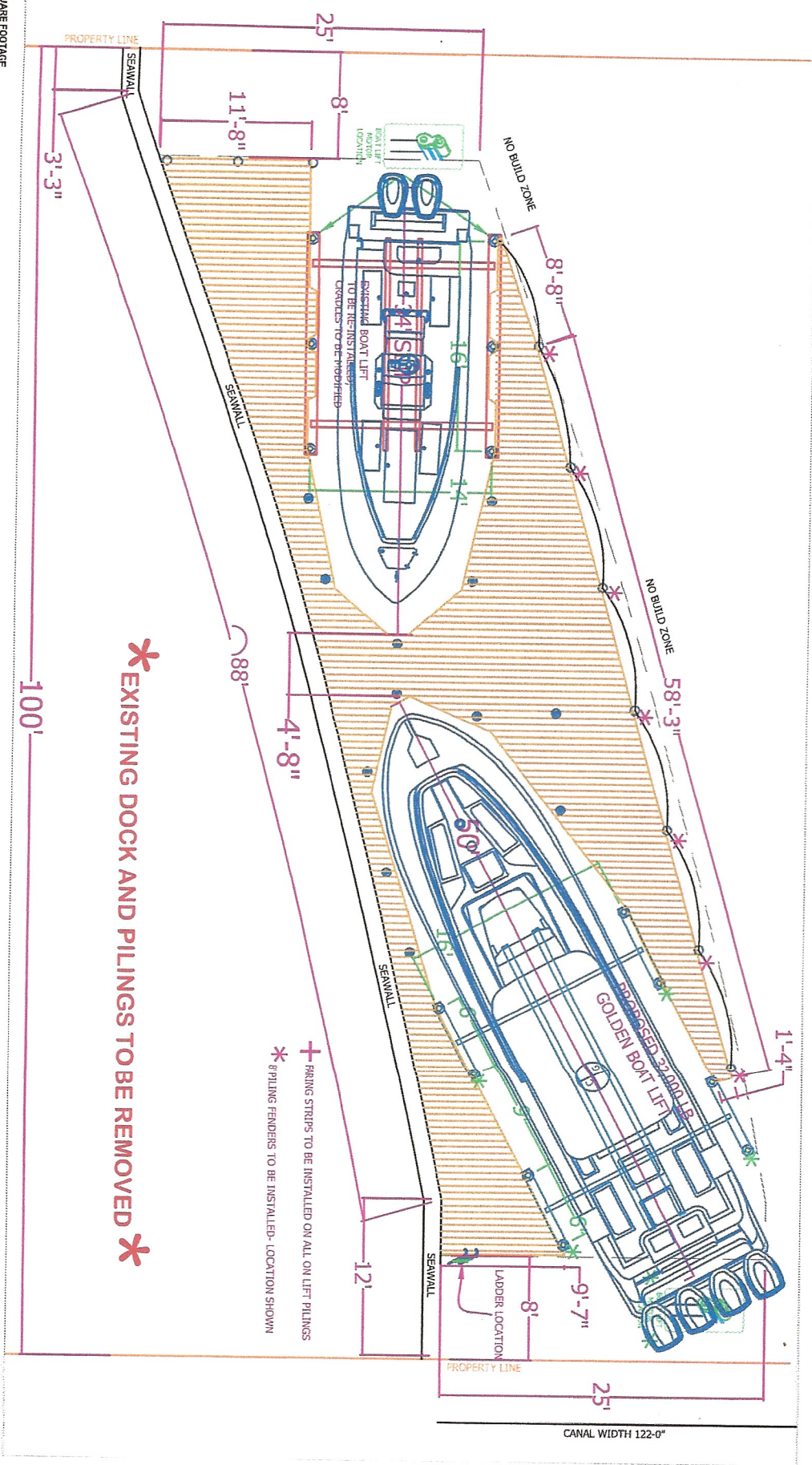
Approved by: \_\_\_\_\_

\_\_\_\_\_  
Palmetto Point Association Board

Date \_\_\_\_\_

Owner - Original copy      Palmetto Point Association - copy





- LEGEND**
- 8" PILING - PILING HEIGHTS TO VARY
  - 10" PILING - PILING HEIGHTS TO VARY
  - 8" PILING - UNDER DECK
  - ROPE HANDRAIL

EXISTING SQUARE FOOTAGE OVER WATER	0	OPTIONAL SQUARE FOOTAGE	0
PROPOSED SQUARE FOOTAGE OVER WATER	860	ACCESSORY SQUARE FOOTAGE	0
PROPOSED SQUARE FOOTAGE OVER LAND	0	TOTAL SQUARE FOOTAGE	860

**ADDITIONAL INFORMATION**

ALL PILING TO BE 2.5 CCA MARINE GRADE BUTT PILE

ALL DECKING HARDWARE TO BE STAINLESS STEEL SCREWS

ALL STRINGER TO BE .60 CCA 2"x8" RIS

REQUIRED REFLECTORS TO BE INSTALLED

BLACK PLASTIC PILING WRAP TO BE INSTALLED

**APPROVAL OF PROPOSED BASE OPTION** \_\_\_\_\_

**APPROVAL DATE:** \_\_\_\_\_

**INITIAL OPTIONS SELECTED:**

OPTION 1 \_\_\_\_\_

OPTION 2 \_\_\_\_\_

**\*\*ALL DIMENSIONS HEREIN AND ON SITE ARE APPROXIMATE +/- 3"-4"\*\***

**\*\*DOCK TO BE BUILT LEVEL REGARDLESS OF VARYING ELEVATIONS OF SEAWALL CAP\*\***

**\*\*ALL BOAT LIFT PILING DIMENSIONS ARE MEASURED FROM CENTER OF PILING\*\***

## DOCK AND SEAWALL LANDSCAPE

**STOKES MARINE, INC.**

LICENSE #CBC1262379

19965 PINE RIDGE ROAD, FORT MYERS, FLORIDA 33908

OFFICE: 239.489.DOCK FACSIMILE: 239.693.DOCK

WWW.STOKESMARINE.COM

SCALE: N.T.S.

DATE: 2021-07-01

REVISION: \_\_\_\_\_

SITE ADDRESS: 4809 SHERRY LN FORT MYERS FL 33908

STRAP NUMBER: 20-45-24-15-00000.1010

OWNER NAME: MATTHEW SHULTZ

SALESMAN: NICK ANDRIST

DRAWN BY: ALEX SWAIN

JOB # 0000

If an Owner ("Owner A") constructs a dock that requires a vessel to egress and/or ingress across another owner's ("Owner B") buildable zone, then Owner A acknowledges that if Owner B ever improves their respective buildable zone (by either adding a vessel or any type of marine construction) Owner A risks losing egress and / or ingress through Owner B's buildable zone. Upon the occurrence of said loss, it shall be the sole responsibility of Owner A, at their own cost, to retrofit or redesign their own dock construction, subject to ARC approval, to allow egress and /or ingress into the canal. Thirty days prior to any planned addition of any type of marine construction, Owner B shall provide Owner A 30 days advance written notice of the proposed improvement or addition of a vessel in order to allow Owner A to move their vessel so as to not be blocked in by the improvement.

Any approval granted for any such a dock described above shall be conditioned upon a Covenant Running with the Land substantially similar to the following form being properly attested and recorded in the property records of Lee County, Florida:

### **COVENANT RUNNING WITH THE LAND**

This Covenant Running with the Land (the "Covenant") is entered into this 5 day of August, 2021 by PALMETTO POINT ASSOCIATION, INC., a Florida non-profit corporation, whose mailing address is 4819 Sherry Lane, Fort Myers, FL 33908 hereinafter referred to as "Association", and Matthew & Lori Schulz having a mailing address of 4809 Sherry Lane, For Myers, FL 33908 , hereinafter referred to as the "Owner".

**WHEREAS**, Owner owns the following property:

**Palmetto Point Association Inc Lot 101 Fort Myers, FL 33908**

(hereafter referred to as the "Property") Attached hereto as Exhibit "A".

**WHEREAS** the Association is responsible for operating the community and enforcing the provisions of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Palmetto Point recorded at Instrument No. 2008000101022, Page 31, and recorded April 16, 2008 in the Public Records of Lee County, Florida, as amended from time to time (hereafter referred to as the "Declaration"); and

**WHEREAS** the Board of Directors, have determined that it is in the Association's interest that certain conditions be placed upon the construction of Owner's dock; and

**WHEREAS** the Owners for and on behalf of the themselves, Owners' heirs, successors and assigns, desire to enter into this Covenant with the Association;

**NOW, THEREFORE**, in exchange for ten and 00/100 dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Association and Owners agree as follows.

1. **Recitals.** The above recitals are agreed to be true and correct.
2. **Approved Alterations with Conditions.** Owners, for and on behalf of themselves, Owners' heirs, successors and assigns, covenant with Association, Association's successors and assigns as follows:
  - A. Owner covenants that if at any point in the future, an adjacent landowner develops the buildable zone of their canal space as described in the Association's governing documents in such a way that Owner no longer has egress or ingress into the canal due to the addition of a vessel or any type of marine construction by the adjacent landowner, Owner will re-design and reconstruct, at Owner's sole cost, and subject to the approval of the Association ARC committee or other body as designated by the Association's governing documents, Owner's dock.
  - B. Owner agrees to indemnify and hold harmless the Association, its officers, agents, and employees, for any claim, action, complaint, or suit arising out of granting a conditional approval for the dock.
  - C. This Covenant Running with the Land does not set a precedent for future requests.
3. **Conflict.** In the event there is a conflict between the provisions of this Covenant and the Declaration, this Covenant shall control.
4. **Covenants Run With the Land.** This Covenant shall run with the title to the Homesite Lot and be binding upon, and the benefits thereof shall inure to the respective successors and assigns of the parties hereto.
5. **Miscellaneous.**

This Covenant shall be governed by, construed, and enforced in accordance with the Declaration and laws of the State of Florida. Venue for any action arising out of this Covenant shall be in Lee County, Florida.

This Covenant may be executed by each party to this Covenant upon a separate copy, and in such case any counterpart of this Covenant shall consist of enough of such copies to reflect the signature of all of the parties to this Covenant. This Covenant may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Covenant or its terms to produce or account for more than one of such counterparts.

In the event of any dispute hereunder, the prevailing party shall be entitled to recover all costs and expenses incurred by it in connection with the enforcement of this Covenant or any

document or instrument contemplated by this Covenant, including reasonable attorney's, consultant's and expert fees and expenses actually incurred in connection therewith.

This Covenant is executed and shall be effective upon recording in the public records of Lee County, Florida.

[Remainder of this page intentionally left blank.]

[Signature pages to follow.]

**ASSOCIATION**

WITNESSES (TWO):

PALMETTO POINT ASSOCIATION, INC.

\_\_\_\_\_  
Signature

By: Beverly Simmons

\_\_\_\_\_  
As Vice President

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ as President of PALMETTO POINT ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification. If a form of identification is not inserted in the foregoing blank, then the person is personally known to me.

\_\_\_\_\_  
Notary Public – State of Florida

\_\_\_\_\_  
(Printed Name of Notary)  
My Commission Expires

WITNESSES (as to both):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by \_\_\_\_\_, who is personally known to me or who have produced  
\_\_\_\_\_ as identification. If a form of identification is not inserted in the  
foregoing blank, then the persons are personally known to me.

\_\_\_\_\_ [OWNER] \_\_\_\_\_.

\_\_\_\_\_, Authorized Representative

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Notary)

My Commission Expires: