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ARCHITECTURAL REVIEW GUIDELINES
FOR SINGLE FAMILY HOMES IN THE HARBORAGE

EFFECTIVE OCTOBER 1,
2014

These guidelines are to be used in association with the following documents, which are NOT attached to this document. All documents may be retrieved from the Harborage web site. Any questions or requests for clarification should be addressed to the Chairperson of the Architectural Review Board.

ARB New Construction Form or ARB Change Form
Harborage Contractor Agreement
Harborage Construction Checklist

1 - PURPOSES AND DEVELOPMENT PHILOSOPHY

1.1 The purposes of these Architectural Review Guidelines are to protect and enhance the value, desirability and attractiveness of your investment in the real property of The HARBORAGE. These guidelines are for the use of Lot OWNERS, ARCHITECTS, BUILDERS and the Architectural Review Board (ARB) and govern the lots in The HARBORAGE, a single-family subdivision as shown in Plat Book 38 at Pages 4-9; of the Public Records of Lee County, Florida.

1.2 The Declaration of Covenants and Restrictions, OR Book 1852, starting at Page 814, for The HARBORAGE is the legal basis for these Guidelines and shall be studied before any design work is begun. They provide the legal basis by which your neighbors and you can expect that the prestigious high quality image of The HARBORAGE shall be maintained. The Guideline supplement and further refine those restrictive covenants. Should any conflict arise between the Declaration and these Guidelines, the Declaration shall control.

1.3 Your residence in The HARBORAGE represents a major investment and the quality of the design and construction is very important to you and to your neighbors. Building your home in The HARBORAGE should be an exciting and pleasurable experience. Designs acceptable in The HARBORAGE provide more architectural interest, higher quality construction, greater investment security, and a greater opportunity for enjoyment of the South Florida lifestyle.

1.4 The Guidelines are promulgated by the Architectural Review Board to assist homeowners and residents of The HARBORAGE to understand and become active participants in the process of maintaining the high quality residential environment of The HARBORAGE. It is not the intent of the ARB to make judgments as to what is, or is not, beautiful, but to coordinate architectural diversity while providing certain minimum standards of design, style, construction and maintenance upon which all purchasers of real estate within The HARBORAGE must rely.

1.5 The Guidelines are also intended to protect current OWNERS from the unnecessary nuisances associated with the construction process. Toward that end it is important that your CONTRACTOR or BUILDER be apprised of the construction standards contained in the "Contractor information and Agreement Form". There are requirements within Section 21 entitled "Construction Period Requirements and Standards" that state:

A. No construction activity whatsoever, including site preparation, shall be commenced prior to the approval of all plans and specifications.

B. All CONTRACTORS and OWNERS must each post a bond to insure certain minimum protections for other residents during the construction process.

1.6 The Guidelines shall be carefully studied by all OWNERS prior to design and prior to construction. OWNERS are ultimately responsible for complete compliance with the Guidelines.

1.7 The quality of the homes constructed in The HARBORAGE determines to a great extent, the character of the community and the maintenance of economic value within the subdivision.

1.8 Architectural Review deals with a variety of subjects including building type, style, height, placement, quality of construction, quality of materials, exterior finishes and landscape design.

These architectural guidelines are issued in a binding legal format in order to enhance your investment and provide the high quality environment you chose when you purchased your property.

1.9 Every single-family home in The HARBORAGE must be unique. That does not necessarily mean that any duplication of floor plans or exterior construction shall never be allowed. The ARB will review each and every proposed construction or landscaping design with a view of fulfilling the purposes of these Guidelines as well as the Declaration. If a floor plan or external construction or external treatment of a project is identical to that of another home, it is the responsibility of the ARB, subject only to the authority of the Corporation and the Declaration of Covenants, to determine if the particular design in question is suitable and will harmonize with the existing homes within The HARBORAGE.

1.10 The Guidelines cover five basic topics:

A. HOMESITE: Specific recommendations and requirements for site improvements, including landscaping.

B. HOMES: Specific requirements for building materials, building details and colors. Specific considerations, which the ARB shall use to determine whether a particular design or style will harmonize with the balance of the community.

C. APPLICATIONS: The process by which ARB approval must be granted.

D. CONSTRUCTION: Directions and requirement which your CONTRACTOR or BUILDER must follow in the process of building your home.

E. ENFORCEMENT & APPEAL: The procedures by which the ARB shall enforce the Guidelines and the process by which you may appeal an adverse decision by the ARB.

1.11 These guidelines may be updated and amended from time to time in an effort to improve the quality of the architectural review process. It is not contemplated that the guidelines will be amended frequently. However, OWNERS are cautioned to ascertain and follow the guidelines in effect at the time the application process begins. The latest revision of the guidelines at the time of the initial application will control throughout an individual OWNER‘s application process except in the following circumstances:

A. If the application is not approved by the ARB, and if an amended application is not filed within 30 days of the notice of disapproval, then the ARB Guidelines as amended at the time of re-application shall apply. If more than one amended application is filed, and each amendment is filed within 30 days of notice of disapproval of the prior application or amendment, then the guidelines in effect at the initiation of the application process shall continue to apply throughout the amendment process.

B. If an application is approved, and construction is not started within 270 days of the date of approval, and if the AR Guidelines are amended during the 270-day period, and if the ARB gives notice that a change will be required, then a new

application must be submitted.

2 - ARB APPROVAL REQUIRED

2.1 NO SITE PREPARATION, BUILDING, STRUCTURE, FENCE, WALL, PLANTER, DECK, PORCH, PATIO, DRIVEWAY, WALKWAY, LANDSCAPING PROJECT OR OTHER LIKE IMPROVEMENT SHALL BE COMMENCED, CONSTRUCTED, ERECTED, OR MAINTAINED UPON ANY LOT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE ARB. NO EXTERIOR ADDITION OR ALTERATION OF ANY OF THE ABOVE IMPROVEMENTS, INCLUDING SIGNIFICANT CHANGES TO THE LANDSCAPING OR PAVED AREAS, SHALL BE COMMENCED OR ERECTED OR MAINTAINED UPON ANY LOT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE ARB. SIMILARLY, NO CHANGE IN THE EXTERIOR COLOR OF ANY STRUCTURE ERECTED OR MAINTAINED UPON ANY LOT SHALL BE MADE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE ARB.

3 - PRELIMINARY REVIEW

3.1 It is recommended that OWNERS consult an ARCHITECT and/or BUILDER who is familiar with these Guidelines.

3.2 ARCHITECTURAL REVIEW ADMINISTRATOR All OWNERS are advised to schedule an initial meeting with the ARB ADMINISTRATOR. Questions in reference to the ARB Guidelines should be submitted to the ARB ADMINISTRATOR of the Architectural Review Board, who is:

Scott S. Musheff
% TITSCH & ASSOCIATES, ARCHITECTS, INC.
13710-2 Ben C. Pratt/Six Mile Cypress Parkway
Ft. Myers, Florida 33912-4324
(239) 936-4875

The ARB ADMINISTRATOR is available to assist in understanding the Guidelines.

3.3 PRELIMINARY REVIEW: Prior to the preparation of construction drawings, the ARB recommends that the applicant submit a preliminary application to the Architectural Review Administrator to determine whether a concept is unlikely to be approved after a submittal of more detailed plans. In this manner, conceptual errors may be resolved and the possibility of a lengthy review period avoided. The preliminary review shall be accompanied by two sets of plans and may be drawn in "sketch" form.

3.4 "Conceptual Review' results may be related to the Owner by informal notes or a letter and/or comments written on one copy of the sketches submitted. However, conceptual review is intended only as a service to owners and does not preclude the possibility that a generally acceptable concept will be disapproved when more detailed plans are submitted. Approval of a home requires the submittal of all documents further described in Sections 6 through 20.

4 - APPLICATION PROCESS

4.1 ALL PLANS AND SPECIFICATIONS FOR EVERY NEW HOME IN THE HARBORAGE MUST BE APPROVED BY THE ARB BEFORE CONSTRUCTION CAN BEGIN. To assist in this process, application forms are included with these Guidelines. These application forms provide the OWNER and the ARB with the basic information needed for review.

4.2 APPLICATION: Three complete sets of plans and specifications shall accompany the application, which is to be submitted to the ARB ADMINISTRATOR as noted in Paragraph 3.2. If approved,

one set of plans and specifications will be signed "Approved" and returned to the applicant or their representative or their representative with an approval letter from the ARB ADMINISTRATOR. The plans submitted must be in "hard-line" form.

4.3 IDENTIFICATION: Each sheet of the working drawings and the first page of other documents include the lot number, street name, applicant's name, architect or designer, and the date of the drawings.

4.4 PLAN REVIEW FORM: Please complete the application form located at the end of these Guidelines. Samples of materials and colors listed on the form will be required.

4.5 REVIEW FEE: Fees are documented in the appropriate application form (posted on the website). Voting members of the ARB are un-paid residents of the HARBORAGE, appointed by the Board of Directors. The ARB Administrator, a non-resident design professional, is compensated based upon normal processing time for an average home. Although the Administrator is available to assist you in understanding the guidelines and interpreting the comments of the Board, his purpose does NOT include extensive design work on your home. This is the OWNER'S responsibility. For purposes of limiting the time requirement placed on the Administrator, OWNER'S deposit may be assessed if time requirements become excessive, based on approval by the ARB members. Applicant will be informed when the time requirement is exceeded.

4.6 CONSTRUCTION DEPOSIT: See Section 21.3

5 - ENGINEERING SURVEY

5.1 Provide a certified copy of the engineering survey of the home site with the submittal to the ARB. The survey must designate the water line on lake lots at 2' NGVD, and 1' NGVD on canal lots.

6 - SITE PLAN & SITE IMPROVEMENT STANDARDS

The Site Plan shall consider the shape of the lot, adjacent residences, views to/from structures, and include all the following information:

6.1 A hard-line drawing to a scale of 1" = 10'-0", showing the exact location of the home on the site and all of the following, if applicable, in Sections 6.2 through 6.16.

6.2 Provide, on the Site Plan itself, an indication of the proposed location of trees, which are required to be planted pursuant to the Declaration. All other requirements on the landscaping plan are described in Section 16 of this Guideline.

6.3 Provide the proposed topography, the elevation of the street curb, and the elevation of the floor of the finished home, and the garage in relation to the curb elevation.

6.5 SETBACKS: Buildings will not be constructed within ten feet of any side lot line. However, the eaves of the roof of a home may project outward into the side setback provided that the eaves are not less than eight feet from the side lot line, and further, provided the lowest point on any eaves projecting past the ten foot setback is at least eight feet from the ground level. Parts of buildings, such as bay windows, under the eaves may be closer than ten (10) feet to the property line for less than one-third of the total length of the wall, if approved in writing by the ARB. Planters shall be set back not less than five feet from side lot lines.

6.6 Rear setbacks shall be measured from the closest point of a structure to a lake shoreline at an assumed water elevation of 2.0 NGVD and a canal shoreline at an assumed water elevation of 1.0 NGVD Rear setbacks shall be the following minimums:

The designated 2' NGVD line must be shown on the site plan.

Table
1
FRONT & REAR SETBACK
REQUIREMENTS

		Rear Setback	Rear Setback	Rear Structure
	Front	Above	Below	Screened
Lots	Setback	12‘NGVD	12‘NGVD	Enclosure
1-11	25'	25’	5’	15’
12-57	35'	25’	10’	25’
58-92	25’	25’	5’	15’
93-105	35'	25’	10’	25’
106-130	25’	25’	10’	25’
131-134	35'	25’	10’	25’

NOTE: The foregoing rear setbacks do not apply to docks, shoreline gazebos, and davits, which have been approved by the ARB. (See Paragraph 6.11 & 6.12 for the required setbacks of the same.)

6.7 WALKS: All front sidewalks shall be located on the Site Plan and large enough to provide an entry statement to the front door. Entry walkway surface materials shall be the same, or compatible with, the driveway or structure materials. Entry landings and front steps shall be finished with tile, decorative cement coating, or other suitable material approved by the Board. Selections must be noted on the application and samples provided for approval.

6.8 DRIVES: Curved or offset driveways are preferable and turnaround capabilities must be provided. Parking spaces for at least two cars on the drive are required. No pavement shall be closer than 2.5' to the property line. Driveway paving materials must be approved by the ARB. Asphalt, gravel, or shell driveways are not permitted. Examples of approved materials are:

A. Impressed or pattern concrete in warm earth tones. Shades of bright red or orange are not allowed.
B. Paver blocks or bricks in warm earth tones. Shades of bright red or orange are not allowed.
C. Fixed exposed aggregate in neutral colors. No epoxy bonded aggregate allowed.
D. All smooth concrete must be tool edged or bordered with an acceptable material, such as brick.

6.9 PATIOS/DECKS/POOLS: Show location, dimension and setbacks on the Site Plan.

6.10 FENCES: Wall enclosures may be used to control privacy by eliminating noise and visual intrusions. Fencing shall be used to screen or buffer private areas, not to enclose an entire lot or major portion thereof. Fencing materials, shapes and colors shall be compatible with the materials of the residence. Materials and location must be approved by the ARB. No fences over 6'-O" tall will be allowed. To avoid blocking the view of an adjacent residence, no landscaping mass, or fence is allowed to extend beyond the rear yard setback.

6.11 SERVICE AREA: The planning of the home shall include areas to accommodate air conditioning compressors, garbage cans, the electrical service entrance and other items, that by their nature, present an unsightly appearance. The service area or areas shall be convenient to the utility service of the site and screened from view by an enclosure that is an integral part of the site development plan using materials and colors that are harmonious with the home it serves. Air conditioning units, pool equipment and garbage containers must not be readily visible from any adjacent lots or the street. A privacy wall must be installed around these facilities.

6.12 DOCKS: Indicate the location, dimensions, and setbacks on the Site Plan. If installing a davit or boatlift, provide cut sheets. Docks may extend from the shoreline to the rear property line, as indicated on your survey. There is a minimum 20'-O" side setback from each side of the property. Materials and colors shall be specified on the "Plan Review Form" (See Section 18). Maximum size permitted is 500 square feet.

6.13 LAKE SHORELINE GAZEBO DOCKS: The Site Plan shall show the location, dimensions and setbacks. The maximum allowable roof area shall not exceed 150 square feet. Roofing materials must match that used on the home. Solid walls are not allowed. The minimum side setback from each side of the property line is 20‘-O" (See Section 19). The structure must not extend beyond the shoreline. The gazebo is to be constructed in a manner architecturally compatible with the color, style, and of similar material of the home. Colors and materials shall be specified on the "Plan Review Form". Elevations of the gazebo design shall be submitted with the plans.

6.14 SITE LIGHTING: Each home must have an operative lamppost, with a photocell, of a style consistent with the architecture and color of the home. Location shall be noted on Site Plan.

6.15 UTILITIES: All OWNERS must connect to potable water, sewer, and electrical utilities offered at the lot line. Telephone and cable TV are optional. Exterior antenna or satellite dishes of any type are prohibited. Names and telephone numbers of utility firms are listed in "Appendix A".

6.16 DRAINAGE AND GRADING: All drainage and grading must be indicated on the Site Plan for review and be properly designed. Lot grading, generally, shall be 1.5 to 2.0 feet above the road curb at each side property line at the middle of the home, and slope to the front and rear. There shall, generally, be a 1.0-foot slope from the property line up to the exterior home walls. The driveway maximum slope allowed is 8%.

6.17 ANIMAL HOUSING, ETC: The location and materials of all animal housing will be subject to approval. This includes doghouses, birdbaths, and pole mounted birdhouses. All features, such as fountains, statues and topiaries, must be approved for materials and locations and may be best suited inside a walled garden.

7 - FOUNDATION PLAN

7.1 The Foundation Plan shall include the following information/detail:

A. Drawn to scale of 1/4" = 1‘-0".
B. Show any changes in floor level.
C. Show all dimensions.
D. Show all attached decks and other appurtenances.

7.2 Show on the Foundation Plan the finished floor of the garage, which must be between 1'-0" and 2‘-O" above the curb elevation of the road in front of the home. The finished floor of the house must be 11'-0" NVGD.

7.3 If a swimming pool plan requires a stem wall, it must be shown on the Foundation Plan. (Over 2' above existing grade requires stem walls.)

8 - FLOOR PLAN

8.1 The Floor Plan shall include the following information/detail:

A. Drawn to scale of 1/4" = 1‘-0".
B. Show any changes in floor level.
C. Show all dimensions.
D. Show door and window symbols and schedules.
E. Show all attached decks and other appurtenances.

8.2 MINIMUM SIZE: Unless approved by a two-thirds vote of the ARB of the Association, no residential unit will be erected, altered, placed or permitted on any lot unless it complies with the following building restrictions and includes the minimum living area, as specified in the following paragraphs:

The minimum living area for homes on lots fronting on Park Road Canal shall be 1,800 square feet; the minimum living area for homes on lots fronting either the lake or the Ten Mile Canal shall be 2,000 square feet. "Minimum living area" excludes open porches, garages, and other areas, which are not usually air-conditioned. The maximum living area permitted shall be 6,000 square feet.

8.3 Swimming Pool and decking or patios shall be included on the Site Plan, Roof Plan & floor Plan unless applied for separately (See Section 12).

9 - ROOF PLAN

9.1 The proposed roofing design, slope, material, color and application will be critical parts of the ARB's design evaluation. Roof plans shall include the home roof, any porch or deck roof, and any screen enclosure that ties into the roof, and the following items.

9.2 ROOF PITCHES AND OVERHANGS: Shall be shown, and may vary as necessitated by Architectural design. However, no flat roofs are allowed as a major structural element. A minimum of 5:12 slope is set as a standard. Roof overhangs, along with trellises, will provide protection from the sun and will provide passive energy conversation. Roofs shall have a minimum overhang of 2 feet on the eave and 2 feet on gable ends. Fascias must be a minimum of 8 inches. Aluminum fascia material may be utilized if approved by the ARB. If proposed, aluminum fascia material shall:

A. Aluminum fascia material shall contain wood grain embossing.

B. Sample of proposed fascia material shall be submitted with plans for approval.

C. Submitted sample shall be factory finished in the proposed color.

D. Minimum 8" fascia must be maintained.

E. Minimum gauge of material shall be .024 F. Manufacturer's product documentation shall be provided.

9.3 Suggested roof materials and colors are (also see 17.1):

A. Cedar shakes or shingles let to weather naturally.

B. Concrete tile in warm earth tones.

C. Slate left natural.

However, the ARB shall have absolute discretion to approve other materials, which are consistent with the objectives of the Declaration provided that conventional, asphalt, or fiberglass shingles shall not be permitted. Materials and colors shall be listed on the "Plan Review Form".

9.4 ROOF ACCESSORIES: Plumbing stacks and roof vents must match roofing colors and be placed as inconspicuously as possible.

9.5 Exposed flashing, gutters, and down spouts must be approved and painted to match the fascia and siding of the house. No exposed attachment straps will be allowed.

9.6 All prefabricated fireplace units must have an approved terminal cap with the cap painted.

10 - BUILDING ELEVATIONS

10.1 Drawn to a scale of 1/4" = 1‘-O", showing all four elevations and all the applicable following items.

10.2 Show all exterior views of the house, including those, which will be partially blocked from view by garages, fences, or other parts of the building.

10.3 Note all exterior materials, both on the plan, and on the "Plan Review Form".

10.4 DESIGN ELEMENTS: The exterior of all dwellings shall be designed to be compatible with the vegetation and the adjacent structures. All buildings within The HARBORAGE shall be in harmony with their surroundings. Consideration of the subtropical location is important and covered overhangs will provide protection from the sun and driving rains. Interior/exterior relationships are important and are made more enjoyable with decks, patios, trellises and lanais.

10.5 Equal attention to detail and architectural definition must be given to all sides of the home, including but not limited to, stucco banding, accent materials, roof character and window treatment. The elevations, along with the roof, will make a major architectural statement. Retaining walls, planter walls and privacy walls are encouraged and will break up the facade of a building and help relate the structure to the ground. Where stem walls are required, they must be taken into consideration in the building elevation. Large expanses of stucco are discouraged and need to be handled either architecturally and/or by landscape design. Entry areas shall receive emphasis with an accent on porches, walkways and special door materials. Garage doors shall be de-emphasized.

10.6 OPENINGS AND TRIM: All openings in the elevations can become dominant elements, whether they are windows, doors or garage doors. The trim around each opening becomes an important feature to link the openings to the building.

10.7 Good quality windows are required; with all units being finished in an earth tone or white, factory-applied finish. Mill finish or clear anodized aluminum will not be allowed. Exterior glass surfaces shall not have mirror-like finishes. Windows shall be clear glass or a tinted glass of bronze, grey or smoke colors.

10.8 Exterior shutters, when used, shall be operable or appear as such. Storm shutters or windows may be installed over openings only as an impending storm approaches. Window shutters are appropriate when sized to match window openings and mounted to appear functional.

10.9 Window and porch screening shall be grey, bronze or charcoal.

10.10 GARAGES: A two car side-entry garage is preferred, with either a single door or two overhead doors sized for single cars. Three car garages will be allowed on a case-by-case basis. The style of all doors, both residential and garage, shall be compatible with the exterior design. It may be desirable that garage doors match the front door. All garage doors must have an automatic opener installed and shall be kept closed when not in use.

10.11 MAXIMUM BUILDING HEIGHT: No improvement on a lot shall exceed 40 feet NGVD elevation.

11 - SCREENED ENCLOSURE ELEVATIONS

11.1 Pool screening shall be grey, bronze or charcoal. Pool enclosure framing shall repeat the building architecture and shapes. All pool enclosures must tie in or match the building structure roofline and slope. Pool enclosures must be shown on all plans, including roof plans, floor plans, and elevations. No mill finish or clear anodized aluminum will be allowed as framing for a pool enclosure or porch.

12 0 SWIMMING POOL PLAN

12.1 Swimming Pool Plans are to be included on the Site Plan & Floor Plan unless applied for separately. If applied for separately, the plans submitted must include a site plan modified to show the pool location, dimensions and setback.

12.2 Pools raised over 2‘ above existing grade will require stem walls.

13 - WALL SECTION

13.1 Drawn to a minimum of 3/4" = 1‘-O".

13.2 Show roof pitch.

14 - ELECTRICAL PLAN

14.1 Lighting of the structure and grounds will provide enjoyment for a longer period each day. Dramatic results can be accomplished with simple lighting. Light sources shall be concealed, where possible, with all light in shades of white (no colored lights). Spill over of light shall not occur on neighboring properties. Lighting must be shielded to prevent glare. Wall washes can be achieved through eave-mounted, wall or ground light. Tree up-lights shall be concealed underground or in shrub masses. Garden lights or walkway bollards shall direct the light downward.

14.2 Each home will have an operative lamp post of a style consistent with the architecture and color of the home. It must be installed in the front yard and wired only to a photocell and have a white or clear lamp. Colored lights are not permitted. Wall switches are not permitted to operate the lamp post. Location is also required to be shown on the Site Plan.

14.3 Electrical plans must show the location of all exterior lighting as well as a required automatic garage door opener for each door unit.

15 - PLANT LIST

15.1 Final plans must include a plant list as a part of the landscape plan that includes both the common and botanical names and plant sizes. A partial list of native plants is contained in "Appendix B". A minimum of 50% native plants must be used in the landscape design. Existing plant life and trees saved will be credited for these requirements.

16 - LANDSCAPE PLAN

16.1 Landscaping is subject to all provisions of the ARB Guidelines and requires ARB approval.

16.2 Superimpose the landscaping over a site plan and indicate the locations, spacing, numbers and species of all plants, trees, shrubs and ground cover, pursuant to the plant list mentioned above.

16.3 Landscaping is a very important element of your home and shall be carefully designed to reinforce and extend its "livability". The advice of a Landscape Architect is strongly recommended when preparing the landscape plan.

16.4 Landscape plans must show proposed planting areas, sodded areas and all shrub and tree locations. Landscape plans must also show.

16.5 St. Augustine species of grass, including Floratam, Bitter Blue, and Seville are required as a lawn. Bahia is not allowed as a lawn grass. Gravel or rock or other material shall not be substituted as a ground cover for a lawn, except with ARB approval, and is discouraged.

16.6 Shrub masses can be used to funnel winds, buffer intruding noises and views and screen private areas. All shrub plantings shall be massed in groupings of three or more plants. No hedge lines or box clipped shrubbery will be allowed as a buffer.

16.7 A minimum of three approved shade trees having a minimum 6" trunk diameter measured 2' above the ground (14' to 16' tall) are required to be planted on each lot (2 in the front of the home, 1 in the rear). A cluster of three palm trees, minimum height 16‘, may be submitted for one shade tree. Palm clusters may be substituted for up to two shade trees, but one shade tree must be in the front yard. Landscaping must be of sufficient size and quantity to provide a full, lush appearance. lf upon final inspection the ARB determines that specimens are undersize, it shall require either replacement of the specimens with plants of adequate size, or require additional plantings before release of OWNER’S deposit.

16.8 Landscaping includes all adornment and improvement of the land as well as the cultivation of plant life. For purposes of this paragraph, landscaping includes, but is not limited to, the use of the following:

A. Grass, plants, shrubs, flowers, trees and all other vegetation including topiaries.
B. Bricks, concrete and concrete products, cement paving, stone, rock and gravel.
C. Bark, mulch, peat, stakes, boards, timbers and other wood products.

D. Metal, plastic and man-made items when used for adornment of the land rather than for adornment of a structure designed to be occupied by humans.
E. Birdbaths, birdhouses, trellises, statues, and figurines of whatever makes, construction or design.
F. Decks, patios, porches, lanais, etc., to the extent not considered a structure.
G. Fences, walls, planters, etc., to the extent not considered a structure.
H. Ponds, streams, waterfalls and other similar uses of water.

16.9 Landscaping specifically includes the maintenance of land in its uncultivated or un-improved state.

16.10 After completion of installation, landscaping shall be maintained in accordance with the ARB Guidelines.

16.11 "Maintained," for purposes of these Guidelines, means timely and proper cultivation of plant life as well as timely repair, cleaning, painting, replenishment, etc., of non-living landscape materials.

16.12 "Proper cultivation" includes, but is not limited to, timely mowing, edging, trimming, watering, fertilizing, pest control; the removal of the resulting grass and other cuttings; the timely removal of fallen leaves, branches, etc.; and the maintenance of plants in good and living condition.

16.13 All areas not covered by structures shall be landscaped to the side property lines, the pavement edge of any abutting streets, and to the water line of any abutting lakes, canals, streams, or other water management areas.

16.14 All landscaping shall be completed within 30 days of completion of the structure. "Completion" is by the issuance of a Certificate of Occupancy by the governmental agency, and shall be a part of the ARB Administrators final review.

16.15 IRRIGATION DESIGN: All irrigation systems must be of an underground automatic type with pumps and time clocks screened from view.

16.16 "Pop-up" spray or knocker heads are encouraged, and where exposed pipe extensions are necessary, they shall be painted a dark green or other suitable color. Irrigation heads shall be placed to prevent spraying onto paved areas.

17 - EXTERIOR COLOR MATERIALS

17.1 Specifications of all exterior materials, colors and textures are required at the time of the application on the Plan Review Form. Color samples shall be submitted on the actual material to which it is to be applied, if requested by the ARB.

17.2 Color selections must not be too similar to adjacent homes.

17.3 Exterior materials and colors are expected to harmonize with the natural surroundings. Materials, which are appropriate to achieve this harmony, include rough-sawn woods, brick and stucco; appropriate colors are normally subdued and earth-toned colors. Building materials used should be fundamental to the house design. Non-indigenous materials shall be avoided.

17.4 Exterior finished materials are expected to be of the very highest quality. Wood used for siding or trim shall be durable by type and/or treatment. Wood, brick, stucco and other materials proposed for exterior use shall be submitted to the ARB and approved before installation.

17.5 The proposed roofing material, color and application will be critical parts of the ARB's design evaluation. Roofing material shall be wood shakes, cement tile or clay tile. However, the ARB shall have absolute discretion to approve other materials, which are consistent with the objectives of the Declaration provided that conventional asphalt or fiberglass shingles shall not be permitted.

17.6 Natural materials and light, warm earth tones are encouraged. Examples of some approved materials colors are:

A. Stucco in light, warm earth tones.
B. Wood expression of redwood, cedar or cypress in natural stain colors or paints.
C. Rock expression of keystone or coral rock left in natural patina.
D. Brick in light, warm earth tones.
E. Plywood siding in natural stain colors with appropriate trim details.

17.7 Inappropriate use of materials and colors will not be allowed. Examples of such inappropriate materials are concrete flowers, plastic or simulated brick materials, plastic and particleboard siding materials or simulated stone. An example of inappropriate color is a bright color used for an entire wall surface or roof material. Samples of proposed colors shall be required to be painted on a panel for field review if the color has not been previously approved, or if they appear to be out of character with the surrounding homes.

17.8 Good quality windows with all units being finished in an earth tone, or white, factory applied finish. Window shutters are appropriate when sized to match openings, appear functional and be of appropriate material and color. Exterior glass surface shall not have mirror-like finishes.

17.9 See specific sections for further details of materials and color.

18 - DOCK DRAWINGS

18.1 Dock drawings are to be part of the Site Plan (see Site Plan, Section 6, for details), or may be applied for separately at a later time using the appropriate approval form (posted on the website. The following rules apply:

A. Indicate the location, dimensions, and materials used in construction; including stain color/number.
B. If installing a davit or boatlift, provide cut sheets.
C. Docks may extend from the shoreline to the rear property line, as indicated on your survey.
D. Covered boat storage shall meet the following requirements:

1. Permanent covered boatlifts and mooring areas may be installed as part of a dock system when approved by the ARB.
2. Covered area shall not exceed 12'-0" x 24'-O" in addition to the maximum size dock walkway area of 500 sq. ft.
3. Roof material and paint colors shall match the color and style of the residence.
4. There shall be no enclosing walls or screens within the dock or boat lift area.
5. Roof shall be hip style with a maximum roof slope of 3:12.
6. Maximum height shall be +12.0' NGVD.
7. All portions of the dock and covered boat storage area shall be a minimum 20'-0" from side property lines.

E. There is a minimum 20'-0" side setback from each side of the property.
F. Maximum size permitted is 500 sq. ft.

19 - SHORELINE GAZEBO DRAWINGS

19.1 Shoreline gazebo drawings are to be part of the Site Plan (see Site Plan, Section 6, for details), or may be applied for separately. The following rules apply:

A. The maximum allowable roof area is 150 sq. ft. Roofing material must match that of the home.
B. There are to be no solid walls constructed.
C. The minimum side setback from each side of the property line is 20‘-0".
D. The structure shall not extend beyond the shoreline.
E. The gazebo is to be constructed in a manner architecturally compatible with the color, style, and of similar material of the home.
F. Gazebo floor plans and elevations must be submitted for ARB approval.

20 –MAILBOXES

20.1 Mailboxes shall be of a design prescribed by the ARB and located pursuant to ARB specifications. The following rules apply:

A. Mailboxes shall be located within the Road Right-of-Way.
B. There shall be two mailboxes for each support for Building Sites fronting on the East Lake and the north shore of the West Lake; there shall be four mailboxes for each support in all other areas.
C. The ARB may approve variances regarding the number of mailboxes on each support to accommodate the development of Building Sites, which vary from platted lots.
E. The ASSOCIATION shall maintain and replace the common support, and each OWNER shall maintain and replace his/her individual mailbox.

20.2 The HARBORAGE mailbox and common support design has been provided to the ARB by:

Beautiful Mailbox Company
2360 W. 76 Street
Hialeah, FL 33016
Customer Service: 1-800-856-6983

21 - CONSTRUCTION PERIOD REQUIREMENTS AND STANDARDS

21.1 PRECONSTRUCTION: When the OWNER has received PLAN APPROVAL, AND ONLY AFTER APPROVAL following requirements must be satisfied BEFORE any lot clearing, material deliveries or construction shall commence.

A. SIGNS: Individual CONTRACTOR and ARCHITECT signs must be approved by the ARB. The job site sign shall not exceed twelve square feet and must be erected no closer than three (3) feet to the edge of the street and must be in place before any clearing, site preparation, material deliveries or construction commences. At no time shall a sign or permit be nailed to any tree. No SUBCONTRACTORS of any type will be permitted to have a sign on the construction site.

B. DEPOSITS: The ARB requires a deposit from both OWNER and CONTRACTOR. CONTRACTOR'S deposit shall act as the CONTRACTOR'S bond in the event that the CONTRACTOR'S construction activity causes any damage, unreasonable inconvenience, or other injury to the adjoining lots or the common areas of the HARBORAGE. OWNERS shall also pay deposit to ensure compliance with the Architectural Guidelines and restrictions and to further indemnify the Association for any damages to streets, curbs, sidewalks, utilities, common areas or adjoining lots occurring during the process of site clearing, construction or landscaping. (See Paragraph 21.3 below.)

C. PERMITS: Approval by the ARB does not preclude the necessity for obtaining building permits from all governing jurisdictions.

D. UTILITIES: The CONTRACTOR, BUILDER, ARCHITECT or OWNER must insure the availability of all utilities. An application shall be made to the appropriate power, water and sewer utility companies. The location of all water and sewer connections and all underground utilities should be obtained from these companies. A list is attached in "Appendix A".

21.2 DURING CONSTRUCTION: Construction shall be completed within 12 months from HARBORAGE ARB date of approval.

A. INSPECTION: The ARB or its designated representative may periodically inspect the houses under construction to assure compliance with the approved plans and specifications. If deemed appropriate, the ARB shall report its findings to the County Building Inspector.

B. TOILET: Each construction site is required to have a job toilet for the use of workers. It must be placed at least twenty feet from the street in an inconspicuous location with the door facing away from the street.

C. BURNING: Fires are not permitted on residential construction sites under any circumstances.

D. TRASH DISPOSAL:

1. Care shall be taken when loading truck and hauling trash to prevent spillage while in transit. CONTRACTORS shall be held responsible for trash and debris falling from construction vehicles.
2. A commercial dumpster or a suitable covered trash trailer with a minimum four cubic foot size is required on the construction site. It must be placed at least five feet from the property line, and the area surrounding it must be kept in a clean and neat manner.
Wire enclosures are not allowed.
3. At the end of each workday, materials must be stored neatly and all trash placed in the dumpster. No trash is to be strewn about the site or piled openly. It is imperative that all sites be maintained in a clean and professional manner.

E. PROTECTION OF NEIGHBOR'S RIGHTS:

1. All construction materials must be kept within the property lines, maintaining a neat street right-of-way. The storage of materials shall be in an inconspicuous area of the site and shall be neat and orderly.
2. The use of adjoining properties for access or storage of materials without the written permission of the adjacent OWNER is prohibited.
3. Storage structures shall not be used as living quarters. Large construction trailers will
not be allowed on residential job sites.
4. No construction vehicles shall be parked on road pavement.
5. Noise levels must be kept to a reasonable minimum. Loud music and profanity will not be permitted, and will be cause for expulsion of the workmen.

F. DAMAGE:

Any damage done by petroleum products or by mechanical means will be charged to the CONTRACTOR. Any other subdivision damage caused by the CONTRACTOR or any of his SUBCONTRACTORS to subdivision streets, amenities or common properties will be charged to the CONTRACTOR or to the OWNER when necessary. The CONTRACTOR is responsible for notifying the ARB of any road, sidewalk or other improvement existing damage at the commencement of home construction. Burden of proof that the damage was NOT done by the CONTRACTOR during construction is the CONTRACTOR'S responsibility.

G. STREET AND SIDEWALK MAINTENANCE: CONTRACTORS are responsible for keeping fill and sand off the streets and sidewalks. Cleanup fees, if necessary, will be deducted from the CONTRACTOR'S deposit.

21.3 DEPOSIT: Deposit requirements are documented in the appropriate application form (posted on the website).

21.4 WORKING HOURS: Working hours will be from 7 a.m. to 6 p.m., Monday through

Friday and 8 a.m. through 3 p.m. on Saturday. No work will be performed on Sunday or on holidays, as determined by the Harborage Board of Directors. All construction personnel shall check in each day with the front gate guard and give the guard the OWNER'S name.

21.5 SPEED LIMIT: Construction traffic shall operate in the subdivision at a maximum of 20 miles per hour.

21.6 FINAL INSPECTION BY THE ARB:

A. Inspection and final approval by the ARB are required. Prior to the final inspection and consideration for final approval by the ARB, the residence must be completed, the landscaping must be installed, and all improvements must conform to the previously approved plans. All construction debris must be removed from the site and the surrounding area. The construction site sign and the temporary power pole must be removed.
B. After the above has been accomplished, the CONTRACTOR or the OWNER shall notify the ARB ADMINISTRATOR that the site is ready for final inspection. Any unauthorized changes to the previously approved plans must be corrected before a final inspection approval will be issued and the deposits returned.

22 - ARB MEETINGS

22.1 The ARB will generally meet as needed on the first and third Wednesday of each month at a time to be set by the ARB members. The first five applications, received no later than the close of business of the Friday before the meeting day, will be reviewed at the meeting, time permitting. Non-reviewed applications will be reviewed at a supplemental meeting convened at the convenience of the ARB members or at the next regularly scheduled meeting. Applications received after the close of business on the Tuesday preceding the meeting will normally not be reviewed until the following meeting. The Administrator shall return an application without action by the ARB if the application is incomplete. Applicants do not attend meetings unless requested by the ARB.

23 - ARB RESPONSE

23.1 The ARB may offer specific suggestions for further study, which may resolve any design problems found by the ARB. The ARB can, however, reject an application based on the professional judgment of its members for the following reasons among others:

A. Insufficient information to adequately evaluate the design or design intent. B. Poor overall design quality.
C. Incompatible design elements.
D. Inappropriate design concept or design treatment.

E. A design found to have an adverse effect on the character of The HARBORAGE or its residents.
F. Specifically required items missing from the plans of the "Plan Review Form".

23.2 The ARB will recite with specificity the inconsistencies, which are the reasons for disapproval.

23.3 The ARB will not normally comment on or reject a custom-designed home because of its interior elements, except in cases where those features affect the exterior appearance. Observations by the ARB, which it believes could make the home acceptable, will be passed on to the applicant for consideration.

23.4 ARCHITECTURAL CRITERIA: The paragraphs which follow provide specific guidelines for consideration in planning your new home. However, the evaluation process involves subjective as well as objective factors. A home, which meets all the statistical criteria, may be unacceptable if its overall aesthetic impact is unacceptable in the judgment of the ARB.

23.5 EXTERIOR DESIGN: In evaluating the exterior appearance of a home the ARB takes into consideration all the elements of design which contribute to a successful design solution, including, but not limited to:

A. SITE UTILIZATION: Relationship of proposed construction to existing natural and man- made features; views from the home and adjacent structures; common open space, neighbors, height, width and overall visual impact.
B. SCALE: Relationship of proposed structure to surrounding structures and site size in terms of lot coverage, height, width and overall visual impact.
C. MASSING: Relationship of the elements of the structure to one another.
D. FENESTRATION: Relationship of exterior openings (doors, windows, etc.) To the solid portions of the design and to one another, compatibility with the design of the home, materials used, and the manner in which the fenestration is detailed.
E. ROOF SHAPE: Relationship of roof shapes and treatment to the overall design solution.
F. AESTHETICS: Overall design quality based on the professional judgment of the ARB.

23.6 REPETITIVE DESIGNS: Some house designs may be unacceptable for a particular lot because of similarity to homes in the immediate neighborhood. If, in the judgment of the ARB, the massing, basic style, roofline, exterior materials colors or other features of a home are too similar to its neighbors, the design will not be approved.

23.7 ARB APPROVAL: Upon approval by the ARB, three sets of the construction drawings will be signed "Approved" by the Harborage Owners' Association, Inc., one shall be retained for the Association files and one shall be returned to the OWNER or his representative. The OWNERS` set of construction drawings will be returned to him or his representative with a letter of approval. The CONTRACTOR must submit a complete Construction Application along with the required deposit for new construction and improvements prior to any permit submittal to the Lee County Building Department.

23.8 CONSIDERATION OF MATTERS OTHER THAN HOME CONSTRUCTION: The ARB is authorized by the Declaration to approve or disapprove all exterior additions, alterations & significant landscaping changes prior to their commencement. In the event that such approval is sought, the OWNER shall submit the required information to the ADMINISTRATOR describing the proposed improvement. The approval process shall then follow as for homes.

24 - ENFORCEMENT AND APPEAL PROCEDURES

24.1 The ARB shall not take any action adverse to an OWNER or the occupant for violation of these guidelines unless and until the provisions of this Section are followed.

24.2 Notwithstanding Paragraph 24.1 above, the Board of Directors may require immediate abatement of any violation of the rules, requirements or procedures of any of the governing documents, if the Board of Directors determines, in its sole discretion, that such immediate action is necessary to properly protect the interests of the Corporation or the other OWNERS. Possible sanctions include, but are not limited to forfeiture of deposits, resort to legal process including the injunctive remedy in the courts of this state. When the Board deems it necessary to require such immediate remedy, the notice and hearing provisions below shall pertain only after abatement of the violation.

24.3 DEMAND: Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying the following:

A. the violation,
B. the action required abating the violation,
C. the proposed sanction,
D. If the violation is a continuing one, the time period during which the violation must be abated to avoid additional sanctions,
E. Notification of the right to a hearing pursuant to Paragraphs 24.4 and 24.5 below.

24.4 NOTICE OF HEARING: If the violator makes written request to the Association within seven (7) days of the demand, the Association shall provide written notice to the violator of a hearing to be held by the ARB or by any other committee to which the Association has delegated authority for such purposes (any agency of the Association acting in this capacity is referred to in this part as the "hearing committee"). The notice shall contain:

A. A restatement of the violation and of any related violations
B. The time and place of the hearing, which time shall not be less than seven (7) days from the date of the notice.
C. An invitation to attend the hearing and produce any statement, evidence or witness of his or her behalf.
D. A restatement of the sanctions previously imposed and of any additional sanctions contemplated by the Corporation.

24.5 HEARING:

A. The hearing shall be held in executive session pursuant to the notice. Official minutes of the hearing shall be kept and proof of demand and notice of hearing including invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if the officer or director who delivered such notice enters a copy of the demand and notice together with a statement of the date and manner of delivery into the minutes. The notice requirement shall be deemed satisfied if a violator appears at a meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the final sanction imposed, if any.

B. The hearing shall afford the violator a reasonable opportunity to be heard. The violator may produce any statement, evidence or witnesses reasonably necessary to a fair evaluation of his defense. A decision of the ARB as the legally accredited enforcement authority pursuant to the Declaration of Restrictive Covenants shall be entitled to a presumption in favor of its decision. To overcome such presumption, the violator must show by a preponderance of the evidence that there was no violation or that the violation shall be waived under the particular circumstances.

24.6 APPEAL:

If the results of the hearing remain adverse to the violator, the violator is entitled to one appeal to the Associations Board of Directors. To obtain such appeal, a violator must make written application to the Association within seven (7) days of the decision by the hearing committee, and requesting an appearance at the next regularly scheduled Association Board of Directors' meeting.

A. At this meeting, the violator may present any statement in his or her behalf, which can be made in a reasonable period of time. The introduction of additional evidence or witnesses at such time shall be at the sole discretion of the Board of Directors. The Board may also hear statements, evidence or witnesses from the hearing committee including the minutes of the hearing. The decision of the hearing committee is entitled to a presumption of validity. In all such proceedings, the violator has the burden of proof to show by a preponderance of evidence that the decision by the hearing committee was unreasonable.
B. A decision by the Association Board of Directors at this time is final, and no further appeals shall be available.
C. If the decision of the Association Board remains adverse to the violator, the violator must take steps to abate the violation within ten (10) days of the Association‘s decision. Failure to do so shall result in the imposition of additional sanctions or legal action.
D. Any fines imposed or assessments required to abate damages to the common interests caused by a violator‘s failure to comply with these guidelines shall become a continuing lien upon such OWNER’S property.

25 - SUMMARY LIST OF STEPS FOR FINAL APPROVAL

25.1 Preliminary Review of Concepts and Sketches with ARB Administrator.
25.2 Submit to the ARB: Triplicate Plans, Review Fee, Plan Review Form, Owner's Agreement and deposit, Contractor's Agreement and deposit.
25.3 ARB returns approved plan and approval letter.
25.4 OWNER/CONTRACTOR submits plans to county for permits.
25.5 Construction Period Requirements and Standards Applied.
25.6 Request ARB Administrator Post-Construction Final Review.
25.7 Letter of Final Approval of Construction.
25.8 Return of deposit

Harborage Owners' Association, Inc.
5000 Harborage Drive, Fort Myers, FL 33908 Ph: 239 267-8090

NEW RESIDENT REGISTRATION AND TRANSFER FORM

Please complete the Registration form below and submit along with your Non-Refundable Processing Fee of $125.00 to the Harborage Board of Directors. A MIMINUM OF 20 DAYS PROCESSING TIME IS REQUIRED PRIOR TO THE SALE CLOSING. Make checks payable to Harborage Owners' Association.

Transfer of Ownership Records
Seller/Owner of Record:
Property Address: Lot #:
Closing Date: Date of New Owner Occupancy:

It will be the responsibility of an owner to notify the Association in writing of the Owner's name and address and any changes in either. See section 10.2 of the Covenants.

_____

Person (s) taking title (If Trust/Corp/Other, please note the designated primary occupant):
Name:
Name:

_____

CONTACT INFORMATION:
Please list your mailing address, phone and email for all correspondence dealing with the Association:
Mailing Address:
Owner's Phone #: Home: Cell:
Owner's Email Address:

_____

EMERGENCY CONTACT:
Name: Relationship:
Address:
Phone # (s):

_____

I/We am/are aware and agree to abide by the Declaration of Covenants, Conditions and Restrictions of the Harborage Owners' Association. Your signature will acknowledge your agreement to comply with all governing documents, including the Rules and Regulations as written.

SIGNATURE OF OWNER **DATE**

SIGNATURE OF OWNER **DATE**

_____

Closing and Sale Information

Name of Real Estate Brokerage and Real Estate Agent:

Phone: Fax: Email:

Closing Attorney/Title Company:

Contact Agent:

Address:

Phone: Fax: Email:

_____

This form has been designed for the purpose of protecting you and the current property owners. It is the desire of the present members of the Association to welcome you to an environment in which pride in ownership and adherence to all Rules and Regulations will ensure an ideal private and community life.

The following MUST be included when submitting Registration form to the Harborage Owners' Association.

1] $125 Non Refundable Processing Fee (payable to: Harborage Owners' Association)

2] Fully Complete Registration Form

Return all items to Harborage Owners' Association, 5000 Harborage Drive, Fort Myers, FL 33908

ASSOCIATION USE ONLY

Acknowledgement of Receipt

Received Date_____ **Association Director_____**

Harborage Boat Storage Area (HBSA) Rules

The intent of the following rules is to maintain an orderly and neat appearing area within the Harborage. Since there is limited space, violation of the rules will result in removal of the offending items. As used in these rules, the Harborage Owners' Association may be referred to as the "Harborage," "HOA" or "THOA," and the storage yard may be referred to as the "yard", "storage lot", or "HBSA."

1. All items in the yard must be properly registered, insured and display the appropriate Harborage decal. Additionally, watercraft launched into lakes within the Harborage must be disclosed to the Director of the HBSA, and all trailers used to launch boats into lakes within the Harborage must display a Harborage decal.

2. The yard is a space-available area. Owners of Harborage residences with delinquent dues are not eligible for space within the HBSA. Storage is based on a first come-first serve basis. Common courtesy is expected with regard to the parking of vehicles and trailers.

3. Once nearing capacity, the HBSA will be for the storage of watercraft and watercraft trailers only due to limited availability of spaces. Motor vehicles, enclosed trailers, campers, and motor homes will be prohibited. All watercraft and watercraft trailers stored in the HBSA must have current and valid vehicle registrations and insurance. License plates must be displayed in accordance with the state of registration.

4. All watercraft trailers must be maintained and in a roadworthy condition. If the trailer would not be permitted on the road, it is not acceptable in the yard. Examples of unacceptable trailers include but are not limited to the following: missing or flat tires, missing or broken hitches, broken lights, broken reflectors, ripped or rotten bunks, bent or otherwise broken guideposts, bent trailer frames, excessively rusted watercraft trailers, and destroyed wiring.

5. All vessels must be seaworthy, operable and in good condition possessing the following: a sound hull, a method of propulsion (if appropriate), and all significant parts attached and operable. Examples of 'unacceptable' vessels include but are not limited to the following: missing engines, cracked or holed hulls, ripped or tattered Bimini tops, etc.

6. Any item stored with a cover must maintain the cover tightly secured and not ripped or shredded. Torn covers or covers not completely attached are considered 'unacceptable'.

7. No stored item may block access to any of the three gates, the boat ramp, or any other space in the lot.

8. No watercraft, watercraft trailer or any item in the HBSA will be used to store trash, junk or debris.

9. Residents will be permitted one (1) item, *i.e.* watercraft and/or watercraft on a trailer, if there is a vacancy in the HBSA, to accommodate their item. Storage of a secondary item within the confines of an allotted space, such as a jet ski and/or jet ski trailer, is permitted as long as these item(s) are applied for using the Vessel & HBSA Decal request form and have current and valid registration(s) and insurance(s).

10. In order to obtain a storage space in the HBSA, a Harborage decal must be applied for and purchased for each watercraft trailer stored within the HBSA using Vessel & HBSA Decal Request Form.

11. Decal prices will be $130.00/yr. for a resident's first space. In the rare event that a second space has been allocated to a resident and/or item(s) over 25 feet in total length (*i.e.*, tip trailer tongue to engine if to ever be stored with boat) are stored in the HBSA, the decal price will be $510 per year.

12. Access to the HBSA and boat ramp will be provided to Harborage homeowners via the myQ Community app. or other means that may become available in the future.

13. Irrespective of when the space is assigned, registration for the space must be renewed each year in the month of August. The Board shall have discretion on whether or not to pro rate a registration fee on an application made later during the year.

14. The funds collected from the HBSA decals and HBSA Gate Transponder will be used by the HOAB solely for securing, maintaining and upkeep of the HBSA under specific the HOA Budget item.

15. The Board will define specific areas for any items allowed in the area. Harborage homeowners with an assigned space must remain within this designated space. The Board has the right to move an item at any time for the purpose of maintenance or other activities associated with HBSA operations.

16. Absolutely no personal automobiles and/or trucks, or items used for commercial purposes or displaying commercial signage may be stored in the lot.

17. Only items with designated spaces may be parked in the HBSA. Tow vehicles may <u>not</u> be parked in the HBSA when connected to a trailer item unless both items fit within the item's assigned space(s). Empty spaces shall never be occupied by an item unless that space is assigned to the item. When items are launched from the ramp, day spaces are designated within the common areas along the road between the lakes. No item may remain in a said day space area for more than 24 consecutive hours. This rule is intended to ensure that that no one will occupy another person's space when that item is temporarily removed from the HBSA.

18. In the event you purchase a new item, you must register that item with the Harborage prior to re-entering the HBSA in your defined space.

19. Stored items must be owned by a Harborage owner/resident and a copy of the vehicle's registration must match the property resident's name. Use of the boatyard is solely for Harborage homeowners and/or their dependents residing within a Harborage residence.

20. The owner/resident must be in good standing with all THOA dues and assessments being paid in full.

21. Any owners/residents in violation of these rules will be given fourteen (14) days to correct any issue and/or problem. Any uncorrected violations may result in the item in violation being removed with all charges being assessed against the owner and may result in the forfeiture of the owner's space.

22. In the event that you sell or cease leasing and residing in your Harborage property, your Decal(s) shall be removed, and Decal(s) and transponder will be transferred back to the Harborage. Fees paid, but not accrued will be forfeited.

23. The Harborage makes no warranties, express or implied, as to the condition of the HBSA (including ramps, roadways, walkways, and related items) or the suitability of the assigned space to and owner/resident.

24. By using the HBSA, constitutes an agreement by the user to release the Harborage and the Harborage's agents and insurers from any loss, damage (direct, indirect, incidental or consequential), expense or injury (collectively "Injury") to owner/resident, any other person, or property arising out of or in connection with use of the HBSA, whether such Injury is caused by or through the acts or omissions of the Harborage or by any other cause whatsoever, including the Harborage's negligence, except any Injury which results from the Harborage's gross negligence or willful misconduct. The foregoing release shall include, but not be limited to, Injuries due in whole or in part to (unless any such Injury results from gross negligence or willful misconduct of the Harborage or any Harborage agent):

    - accident, fire, theft, vandalism, collision, Harborage equipment failure, or other cause or causes beyond the reasonable control of the Harborage, or any combination of the same;

    - emergency, natural disaster, hurricane, tropical storm, high winds, windstorm, rain, rising water, water damage, flying debris, Act of God, or destruction of structure;

    - damage of any type to the any property from any animals, birds or insects, domestic or wild which may enter the Harborage grounds, docks, or property, with or without the knowledge of the Harborage whether or not Harborage has in force any device to repel, capture, or are trying to catch, trap, repel, eradicate, or remove any animals, birds or insects from Harborage's property;

    - damage, theft or destruction of the owners'/residents' property or contents of the thereof;

    - damage to the owners'/residents' property or the contents thereof from hauling or launching; or

    - damage to the owners'/residents' property or the contents thereof from other property in the HBSA.

25. THE HBSA IS TO BE USED AT THE SOLE RISK OF OWNER/RESIDENT, AND OWNER/RESIDENT HEREBY ASSUMES SUCH RISK, EXCEPT ANY SUCH RISKS RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE HARBORAGE OR ANY HARBORAGE AGENT. OWNER/RESIDENT UNDERSTANDS THAT THE HARBORAGE DOES NOT CARRY OR MAINTAIN ANY INSURANCE COVERAGE FOR THE PROTECTION OF OWNER/RESIDENT OR THEIR PROPERTY.

26. IN THE EVENT THE HARBORAGE HAS LIABILITY TO AN OWNER/RESIDENT BASED HEREUNDER OR FOR ANY CAUSE WHATSOEVER, INCLUDING THE HARBORAGE'S NEGLIGENCE, THE HARBORAGE'S LIABILITY IS LIMITED TO, AND SHALL NOT EXCEED, (1) AN AMOUNT EQUAL TO THE STORAGE FEES PAYABLE BY OWNER/RESIDENT HEREUNDER OR (2) FEES FOR ONE STORAGE YEAR, WHICHEVER IS LOWER.

27. Owner/resident and owner's/resident's agents, represent that each will abide by the terms hereof and will prudently use, operate, maintain, and care for their property in the HBSA to avoid risk of harm and hazard to their property, the HBSA and environs, and other persons and property. The conduct at the HBSA of owner/resident, any member of owner's/resident's family and any of owner's/resident's employees, agents, guests, invitees, licensees and others acting by, through, or under owner/resident (the "owner's agents") shall be the sole responsibility of owner/resident. Conduct by owner/resident or owner's/resident's agent that might disturb or cause harm to any person, damage property, be a nuisance or harm the reputation of the Harborage shall, at the option of the Harborage, be cause for immediate termination of owner's/resident's use of the HBSA.

    Owner/resident shall be responsible for and shall promptly, upon demand, pay the Harborage for any damage caused to the HBSA by owner/resident, the owner's/resident's property or any owner's/resident's agents. Owner/resident shall, in and around the HBSA, comply with all laws, rules and regulations concerning the protection of the environment and pay the Harborage for any damage, expense or liability incurred by the Harborage due to owner's/resident's or any owner's/resident's agent's failure to comply with such laws and regulations or due to any pollution created by, caused by, or contributed to by owner/resident or any owner's/resident's agents. Owner/resident shall not release or permit to be released, by action or inaction, any hazardous waste or environmentally objectionable substances, including oil, gasoline or untreated sewage ("Hazardous Substances") into the water or land of or surrounding the HBSA. The costs for which owner/resident may be responsible including, but are not limited to, the costs of booms, absorbent pads, disposal of the Hazardous Substance, clean up oversight by governmental agencies and Harborage Agents, and any legal fees incurred in defense of any violations. Owner/resident shall be responsible for reporting and cleaning up any such release. Owner shall report any release to the Harborage Board of Directors and shall keep the Harborage informed on a frequent (not less than daily basis) of owner's/resident's actions with respect to any clean up. If the Harborage is not satisfied, in Harborage's sole discretion, with owner's/resident's actions in reporting and cleaning up a release, the Harborage may take any action it deems appropriate regarding the release, at owner's/resident's expense. This provision is in addition to, and not in lieu of, the indemnity provision set forth in these rules.

28. No business may be conducted in the HBSA.

29. Owner/resident acknowledges that any security service or surveillance equipment provided by the Harborage is a courtesy only and that the Harborage bears no liability or responsibility in the event that owner's/resident's or owner's/resident's property's security is breached, unless such security is breached as a result of the Harborage's or any of the Harborage's Agent's gross negligence or willful misconduct. Any and all surveillance footage depicting an incident such as a collision may be shared with law enforcement for the purpose of filing a report for insurance purposes. Footage will not be shared with residents.

30. These rules may be amended from time to time as deemed advisable by the HOA Board.

Harborage Owners' Association Lake Use Rules

1. Only Harborage Owners* or Residents** where the Lot or Building Site is leased may use the lakes unattended. Where a Lot or Building Site is leased to a Resident, the Owner shall not be permitted to use the lakes except as a guest unless the Resident waives its right to use the Lakes in writing and it is provided to the Association. Guests must be supervised at all times by the Owner or Resident. Owners or Residents may have a reasonable number of guests with them while they are using the lakes, so long as the presence of such guests does not result in inconvenience to any other Owner or Resident.

2. An Owner or Resident may have only one power or two "jet ski" type craft in use at the same time.

3. An Owner or Resident must be physically in or being towed behind any watercraft in use. In case of a "one" person watercraft such as a jet ski, if the guest is riding the watercraft the Owner or Resident must be on the shore line observing the rider at all times.

4. Only boats and watercraft titled to, and owned by, lot Owners or Residents are allowed on the lakes.

5. Fishing the lakes is permitted for Owners or Residents and their guests. Guests must be in the presence of an Owner or Resident.

6. All power boats using the lakes must be registered with the Harborage Owners' Association and must have a decal. Decals must be renewed annually in August at the cost of $5 per vessel. To obtain a decal, the Owner or Resident must complete the Vessel and HBSA Decal Request Form and include all required documentation of ownership proof along with the fee. If the applicant is a tenant, the applicant must present proof of a current lease of a Lot or Building Site at the Harborage as well.

7. "Power boats" are defined as any watercraft that is moved by any type of engine (including jet skis and similar craft). In order to prevent soil erosion and property damage, the use of wake generating equipment or ballasts in boats for the purpose of creating a larger wake greater than 2' is prohibited.

8. Power boats may not operate before sunrise and may operate until sunset. Sunrise and sunset are established by the U.S. Weather Bureau and published daily in the local newspaper.

9. Only two "power boats" are permitted to be engaged in towing type activity (such as water skiing, wake boarding, tubing, etc.) any one time

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Approved by the BOD: 12/10/2019 (Amended to clarify and change rule 9)
Approved by the BOD: 6/4/2020 & Approved by the BOD 9/10/2020 (Amended to clarify and change rule 7)

10. If at any time, there are more than two boats wishing to engage in "towing-type" activity no boat will be permitted to continue such activity for more than one hour without allowing the next waiting boat to have its turn.

11. Only three power boats may be operated above idle speed at a time, only two of which may be towing as provided in the Rule above.

12. All power boats must operate at idle speed under the following conditions: within the Idle Zone (Note: The Idle Zone is defined as the area within 150 feet of any shore and may be clearly marked with a red/orange buoy) and around sailboats, other unpowered watercraft and swimmers. Ordinary courtesy and the "rules of the road" for safe boating operation must be followed.

13. The maximum speed anywhere on the lakes is 40 mph.

14. Any power boat operating on the lakes must have a marine engine with an adequate factory muffler and must operate quietly without any gas or oil pollution.

15. An Owner or Resident may test ("sea trial") a power boat that the Owner or Resident intends to purchase. The Owner or Resident must first apply to the BOD for approval; upon approval, the BOD will instruct the guard on duty to issue a temporary permit. This permit will be valid for one day only (sunrise to sunset of the day of issue).

16. When more than one power boat is operated on a lake above idle speed at any given time, power boats must travel in a counter clockwise motion around the lake.

17. No power boats, as defined above, without permanently-affixed decals will be allowed into the subdivision by the security officers employed by the Association unless permission is granted from the Board of Directors (BOD).

18. No alcoholic beverages are allowed on any power boat on the lakes at any time.

19. Any violations of the rules or any unsafe boating practices may result in termination of the privilege to use the lakes by the Owner or Resident, guests or the Owner or Resident, or both. Owners and Residents are responsible for the actions of their guest(s).

20. The Harborage makes no warranties, express or implied, as to the condition of the lakes (including ramps, roadways, walkways, and related items) or the suitability of their use for boating, swimming or other activities, and Owner/Resident, by using the lakes, agree to release the Harborage and the Harborage's agents and insurers from any loss, damage (direct, indirect, incidental or consequential), expense or injury (collectively "Injury") to Owner/Resident, any other person, or property arising out of or in connection with use of the lakes, whether such Injury is caused by or through the acts or omissions of the Harborage or by any other cause whatsoever, including the Harborage's negligence, except any Injury which results from the Harborage's gross negligence or willful misconduct.
    The foregoing release shall include, but not be limited to, Injuries due in whole or in part to (unless any such Injury results from gross negligence or willful misconduct of the Harborage or any Harborage agent):

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- Accident, fire, theft, vandalism, collision, Harborage equipment failure, or other cause or causes beyond the reasonable control of the Harborage, or any combination of the same;

- emergency, natural disaster, hurricane, tropical storm, high winds, windstorm, rain, rising water, water damage, flying debris, Act of God, or destruction of structure;

- damage of any type to the any property from any animals, birds or insects, domestic or wild which may enter the Harborage grounds, docks, or property, with or without the knowledge of the Harborage whether or not Harborage has in force any device to repel, capture, or are trying to catch, trap, repel, eradicate, or remove any animals, birds or insects from Harborage's property;

- damage, theft or destruction of the Owners'/Residents' property or contents of the thereof;

- damage to the Owners'/Residents' property or the contents thereof from hauling or launching; or

- damage to the Owners'/Residents' property or the contents thereof from other property in or around the lakes.

21. THE LAKES ARE TO BE USED AT THE SOLE RISK OF OWNER/RESIDENT, AND OWNER/RESIDENT HEREBY ASSUMES SUCH RISK, EXCEPT ANY SUCH RISKS RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE HARBORAGE OR ANY HARBORAGE AGENT. OWNER/RESIDENT UNDERSTANDS THAT THE HARBORAGE DOES NOT CARRY OR MAINTAIN ANY INSURANCE COVERAGE FOR THE PROTECTION OF OWNER/RESIDENT OR THEIR PROPERTY.

22. Owner/Resident and Owner's/Resident's agents, represent that each will abide by the terms hereof and will prudently use, operate, maintain, and care for their property used in the lakes to avoid risk of harm and hazard to their property, the lakes and environs, and other persons and property. The conduct at, in, or around the lakes of Owner/Resident, any member of Owner's/Resident's family and any of Owner's/Resident's employees, agents, guests, invitees, licensees and others acting by, through, or under Owner/Resident (the "owner's agents") shall be the sole responsibility of Owner/Resident. Conduct by Owner/Resident or Owner's/Resident's agent that might disturb or cause harm to any person, damage property, be a nuisance or harm the reputation of the Harborage shall, at the option of the Harborage, be cause for appropriate action by the Board.

23. Owner/Resident shall be responsible for and shall promptly, upon demand, pay the Harborage for any damage caused to the lakes by Owner/Resident, the Owner's/Resident's property or

any Owner's/Resident's agents. Owner/Resident shall, in and around the lakes, comply with all laws, rules and regulations concerning the protection of the environment and pay the Harborage for any damage, expense or liability incurred by the Harborage due to Owner's/Resident's or any Owner's/Resident's agent's failure to comply with such laws and regulations or due to any pollution created by, caused by, or contributed to by Owner/Resident or any Owner's/Resident's agents. Owner/Resident shall not release or permit to be released, by action or inaction, any hazardous waste or environmentally objectionable substances, including oil, gasoline or untreated sewage ("Hazardous Substances") into the water or land of or surrounding the lakes. The costs for which Owner/Resident may be responsible including, but are not limited to, the costs of booms, absorbent pads, disposal of the Hazardous Substance, clean up oversight by governmental agencies and Harborage Agents, and any legal fees incurred in defense of any violations. Owner/Resident shall be responsible for reporting and cleaning up any such release. Owner shall report any release to Harborage security and shall keep the Harborage informed on a frequent (not less than daily basis) of Owner's/Resident's actions with respect to any clean up. If the Harborage is not satisfied, in Harborage's sole discretion, with Owner's/Resident's actions in reporting and cleaning up a release, the Harborage may take any action it deems appropriate regarding the release, at Owner's/Resident's expense. This provision is in addition to, and not in lieu of, the indemnity provision set forth in these rules.

24. Owner/Resident acknowledges that any security service or surveillance equipment provided by the Harborage is a courtesy only and that the Harborage bears no liability or responsibility in the event that Owner's/Resident's or Owner's/Resident's property's security is breached, unless such security is breached as a result of the Harborage's or any of the Harborage's Agent's gross negligence or willful misconduct.

25. These rules may be amended from time to time as deemed advisable by the HOA Board.

We are on a privilege system. Please be courteous to each other. If a violation does occur, please contact the Security Supervisor and/or an HOA Board Member. You can also send an e-mail to harborage@gmail.com or call (239) 267-8090

*As provided in the Declaration of Covenants and Restrictions for the Harborage, the term "Owner" is defined as the person who is a record Owner of a Lot or Building Site. ** The term r"Resident" is defined as a person or people residing in a home upon a Lot or Building Site pursuant to a current lease with the Owner of such Lot or Building Site.

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BYLAWS
OF
THE HARBORAGE OWNERS' ASSOCIATION, INC.

The following constitute the Bylaws of THE HARBORAGE OWNERS' ASSOCIATION, INC. ('CORPORATION"), a Florida Corporation not for profit organized pursuant to Part 1 of chapter 617 of the Florida Statutes, as the same were adopted by the Board of Directors of the Corporation (hereinafter call the "ASSOCIATION") at the first meeting thereof held on the 23rd day of June, 1986, at 5900 Enterprise Parkway, Fort Myers, Florida 33905.

1. MISCELLANEOUS MATTERS

1.1 NAME AND ADDRESS

This association shall be known as THE HARBORAGE OWNERS' ASSOCIATION, INC. Initially, the principal business address of the Association shall be 5900 Enterprise Parkway, Fort Myers, Florida 33905. The principal business address of the Association may, however, be changed from time to time, and the Association may have additional business addresses, as may be determined from time to time by the Directors.

1.2 PURPOSE

The purpose for which this Association has been organized is to promote the health, safety, and welfare of the owners of lots ("LOT OWNERS"), which may be included in THE HARBORAGE SUBDIVISION ('SUBDIVISION"), according to the Plat thereof, referred to in the Articles of Incorporation ("ARTICLES").

2. MEMBERSHIP

2.1 MEMBERSHIP

All Lot Owners shall be members of the Association as more particularly set forth in the Articles.

2.2 ANNUAL MEETING

The annual meeting of the membership of this association shall be held at a place and time during January to be designated by the President. One of the purposes of which shall be the election of the Board of Directors for the ensuing calendar year, all of whom shall take office upon election.

2.3 SPECIAL MEETINGS

Special Meetings may be held at the call of the President, by request of a majority of the members of the Board of Directors, or by members entitled to cast twenty-five (25%) percent of the votes at a meeting.

2.4 NOTICE

At least ten (10) days written notice of each meeting, whether annual or special, shall be mailed to each and every member of the Association at his last know address.

2.5 ORDER OF BUSINESS

Order of business at annual meeting:

2.5.1 Roll Call
2.5.2 Reading of Notice of Meeting
2.5.3 Reading of Minutes of Previous Meeting
2.5.4 Report of President
2.5.5 Report of Treasurer
2.5.6 Report of the Secretary
2.5.7 Reports of Committees
2.5.8 Election of Directors
2.5.9 Transaction of Other Business mentioned in the Notices
2.5.10 Adjournment

2.6 QUORUM

A majority of the members (by number of votes) shall constitute a quorum for the transaction of business, but if there shall be less than a quorum present at any meeting, a majority of those present may adjourn the meeting from time to time and place to place.

2.7 VOTING

2.7.1 Every member shall have the right to vote as set forth in the Articles. The right to vote shall be exercisable in person or in proxy.

2.7.2 Any action required by law, these Bylaws, or the Articles to be taken at any annual or special meeting of the members, or any action which may be taken by any annual or special meeting, without prior notice and without a vote, if a consent, in writing, setting forth the action so taken, shall be signed by members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

2.8 TRANSACTION OF BUSINESS WITHOUT A MEETING

Any business which might be transacted by the members at any regular or special meeting may be transacted by the members without the necessity of a formal meeting if consented to in writing by members entitled to cast sufficient votes at the meeting to transact that business, as provided in Paragraph (2.7.2) above.

3. BOARD OF DIRECTORS

3.1 NUMBER AND TERM OF DIRECTORS

The business, property and affairs of this Association shall be managed by a Board of Directors composed of seven (7) persons. Each director shall hold office for the term for which he is elected and until his successor is elected and qualified. The number of Directors may be increased or decreased by the members, from time to time, at the annual meeting, but shall never be less than five (5). The affairs of the Association shall be governed by a Board composed

of seven (7) Directors. All Directors shall be owners or the spouse of an owner. All officers of a corporation, trustees and/or beneficiaries of a trust, partners of a partnership, or other such owner shall be deemed to be members so as to be eligible for Board membership. Persons who are convicted felons, who have not had their civil rights restored, are not eligible to serve on the Board. All Directors will be elected for a two (2) year term. It is the intention of these Bylaws that a staggered Directorate be maintained. To implement and maintain a staggered directorate, the Board may hold seats in future elections open for one or two year terms, when necessary or appropriate. In order to provide for a continuity of experience by establishing a system of staggered terms, at the first meeting of the Board after the 2004 annual meeting, the number of Directors to be seated shall be seven (7). The four (4) candidates receiving the highest number of votes at the 2004 Annual Meeting shall be seated for two (2) year terms. The three (3) candidates receiving the next highest number of votes shall be seated for a one (1) year term. In the case of tie votes, or no election due to an insufficient number of candidates, the Directors elected shall decide among themselves who shall serve the longer terms, and absent the ability to do so, shall decide by lot. Thereafter, all Directors shall be elected for two (2) year terms with four (4) Directors being elected in even numbered years (2006. 2008. etc.) and three (3) Directors being elected in odd numbered years (2005. 2007. etc.). In such cases, those receiving the higher number of votes shall be elected to the longer terms and when no election is held. the decision shall be made by agreement of the affected parties, or by lot. The term of each Director's service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is removed in the manner provided in the Articles of Incorporation or Bylaws, or resigns. Resignations of Directors are effective when received by the Association in writing, unless a later date is stated.

3.2 QUALIFICATION

The Board of Directors shall be residents of Lee County, Florida. And either members of the Association or officers, general partners or trustees of an entity member.

3.3 QUORUM

The presence of a majority of all the Directors shall be necessary at any meeting to constitute a quorum to transact business. The act of a majority of Directors present at a meeting when a quorum is present shall be the act of the Board of Directors. Business may be transacted by the members of the Board of Directors without the necessity of a formal meeting, if consented to in writing by the members of the Board of Directors.

3.4 TIME OF MEETING

Annual meeting of the Board of Directors shall be immediately following the annual meeting of the members each year, at such times thereafter as the Board of Directors may fix, and at other times upon the call of the President or by two (2) of the Directors. Notice of each special meeting shall be given by the Secretary to each Director not less than five (5) days before the meeting, unless each Director shall waive notice thereof before, at or after the meeting.

3.5 VACANCIES

Vacancies on the Board of Directors shall be filled by election by the remaining Directors. Each person so elected to fill a vacancy shall remain a Director until his successor has been elected by

a vote of the membership present, who may make such election at their next annual meeting, or at any special meeting duly called for that purpose and held prior thereto.

3.6 POWER AND DUTIES OF THE BOARD OF DIRECTORS

The Board of Directors shall have power:

3.6.1 To call meetings of the members

3.6.2 To appoint, remove at leisure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond, as it may deem expedient. Nothing contained in these bylaws, shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever.

3.6.3 To establish, levy and assess, and collect the assessments against lots necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.

3.6.4 To adopt and publish rules and regulations governing the use of the Common Area of any parcels thereof and the personal conduct of the members and their guests thereon, including reasonable admission charges if deemed appropriate.

3.6.5 To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of, its responsibilities and obligations.

3.6.6 To use its best efforts to obtain, for the Association, such insurance as is prudent, and including but not limited to, insurance (including fidelity bonds) which meets the reasonable requirements of the Federal National Mortgage Association with aspect to mortgage approval in subdivisions similar to THE HARBORAGE SUBDIVISION. The Association shall maintain at least One Million Dollars of public liability insurance.

3.6.7 To exercise for the Association all powers, duties and authority vested in or delegated to the Corporation, except those reserved to members in the Deed of Restrictions for the Subdivision or Articles of Incorporation of the Association.

3.6.8 To cause to be kept a complete record of all its acts and corporate affairs and to make an annual report to the members regarding receipts and expenditures.

3.6.9 To supervise all officers, agents and employees of this Association and to see that all duties are properly performed.

3.6.10 Except as necessary for the day-to-day administration, management and operation of the Association to fulfill its purposes and duties as set forth in the Articles of Incorporation, Bylaws, and Declaration of Covenants of the Association, each as amended from time to time, or in the case of an emergency, as further defined below, the Board of Directors may not authorize any of the following actions without the approval of seventy-five percent (75%) of the members of the Association as evidenced by vote held at a regular or special meeting of the members or by written consent pursuant to Section 2.8 of the Bylaws:

a. Any sale, lease, exchange, release, termination, withdrawal, or other conveyance of all or any portion of real property owned by the Association or any interest in real property held by the Association, including, but not limited to, any easements benefiting the Association;

b. Any mortgage or pledge of, or creation of a security interest in, or conveyance of title to, all or any part of the property or assets of the Association of any description, or any

interest therein, for the purpose of securing the payment or performance of any contract, note, bond, or other financial obligation of the Association;

c. Any material alterations or modifications, or substantial additions or withdrawals of Association real or personal property; and

d. Any grant of easement, license or other rights to use any common areas or facilities of the Association to persons other than the members, their guests, and invitees, subject to the provisions of the Declaration of Covenants, the Articles, the Bylaws, and any rules and regulations promulgated by the Association. However, the Board may authorize the modification or relocation of any existing public utilities easements within or on the common areas of the Association or may grant public utilities easements upon common areas of the Association if necessary for the provision of public utilities to the owners or the Association to the extent that such public utilities easements will not unreasonably interfere with the members' use of the common areas for their intended purposes.

For the purposes of this subparagraph 3.6.10, an emergency shall occur when, in the sole discretion of the Board of Directors, there is potential danger of damage to persons or property. In an emergency, the Board of Directors shall be authorized to utilize Association property and assets to pay for preventative, protective or remedial construction, reconstruction, improvements, repairs or replacements, or other measures in order to prevent potential danger of damage to persons and property. Events constituting emergencies include, but shall not be limited to, hurricanes, floods, tornados, fires, catastrophic weather conditions, or acts of terror.

4. ASSESSMENTS

The board shall:

4.1 Fix the amount of the assessment against each Lot Owner for each assessment period at least thirty (30) days in advance of the date due

4.2 Prepare a roster of the Lot Owners and assessments applicable thereto which shall be kept in the office of the Association and shall be opened to inspection

4.3 Send written notice of each assessment to every Lot Owner subject thereto

4.4 Issue or cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be prima facie evidence of any assessment therein stated to have been paid.

5. REMOVAL OF DIRECTORS, OFFICERS OR EMPLOYEES

Any Directors, Officer or employee may be removed by the Board of Directors whenever, in the judgment of the Board, the best interest of the Association will be served thereby, by a majority vote of the Board of Directors. Failure to attend three executive meetings without a valid excuse shall constitute cause for the removal of a Director.

6. DELEGATION OF POWERS

For any reason deemed sufficient by the Board of Directors, the Board may delegate any power or duty of any officer or Director to any other officer or Director, but no officer or Director shall execute, acknowledge, or verify any instrument in more than one capacity.

7. ANNUAL REPORTS

The President and the Treasurer shall present their respective reports of the Operation of the Association for the preceding year, at the annual meeting of the Board of Directors and the membership.

8. ACTION WITH MEETING

Any Action required by law, these Bylaws, or the Articles of Incorporation of this Association to be taken at any regular or special meeting of the Directors of this Association or any action which may be taken at any regular or Special meeting of the Directors, may be taken without a meeting, without prior notice and without a vote, if a consent, in writing, setting forth the action so taken, shall be signed by the minimum number of Directors that would be necessary to authorize or take such action at a meeting at which all Directors entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those Directors who have not consented in writing. The notice shall fairly summarize the material features of the authorized action taken.

9. OFFICERS

9.1 ELECTION

The Board of Directors shall elect the officers of this Association. They shall consist of the President, Vice-President, Secretary and Treasurer. Each officer shall be elected to hold office for the term that he or she was elected to the Board of Directors and until his or her successor is elected and qualified.

9.2 PRESIDENT

The President shall preside at all meetings of the Board of Directors, make all committee appointments other than Nominating Committee, be a member ex-officio of all committees except Nominating Committee, and perform all other duties usually pertaining to the office of the President.

9.3 VICE-PRESIDENT

The Vice-President shall preside at all meetings of the Board of Directors in the absence of the President, be a member of the Administration and finance Committee, and perform all such other duties usually pertaining to the office of the Vice-President.

9.4 TREASURER

The Treasurer shall be custodian of all funds and securities of the Association and collect interest thereon, make report at annual meetings and special reports when requested, deposit all moneys of the Association in the name of THE HARBORAGE OWNERS' ASSOCIATION, INC., a bank or banks selected and designated by the Board of Directors, subject to withdrawal for authorized purposes, upon the joint signatures of two of the officers of the Association, one of whom shall be the Treasurer and the other of whom shall be the President or Vice-president, give bond in such amount as the Board of Directors may require the Association to pay the premium for such bond, and prepare and file reports and returns required by all governmental agencies. The detailed bookkeeping shall be performed by a paid qualified bookkeeper. All

Securities and other valuable papers shall be placed in a safe deposit box or vault, designated by the Board of Directors, which may be opened upon the joint signatures of two of the officers of the Association, one of whom shall be the Treasurer and the other of whom shall be the President or Vice-President. The Treasurer's accounts and the bookkeeper's records will be audited annually by a firm of Certified Public Accountants, at the expense of the Association.

9.5 SECRETARY

The Secretary shall record the minutes of the meetings, write up the minutes the day following the meeting, confer with the President for possible omissions, send duplicate copy of minutes to the President, have custody of the seal of the Association, give notices of all meetings required by statutes, bylaws or resolutions, take attendance record at meetings, maintain committee reports, carry on all necessary correspondence of the Association and perform such other duties as may be delegated to him/her by the Board of Directors.

10. ARCHITECTURAL REVIEW BOARD

The President shall appoint a chairperson of the Architectural Review Board at the annual meeting of the Board of Directors held in January of each year. The Board of Directors shall select four (4) additional members for the Architectural Review Board. The Architectural Review Board shall be responsible for the monitoring of the construction, maintenance and landscaping which takes place on the lots and common area included in the Subdivision as more particularly as set forth in the Declaration of Restrictions and Covenants with respect to the Subdivision. The Architectural Review Board shall have the authority to Promulgate, from time to time, procedures, guidelines, and substantive rules relating to architectural controls. Three (3) of the five (5) members of the Architectural Review Board shall constitute a quorum. Any action taken by the Architectural Review Board shall require the affirmative vote of three (3) of its members. At least three (3) of the members of the AR Board shall be members of the Association; however, the AR Board shall have one (1) architect and one (1) professional in the field of home construction, and the latter two (2) members need not be members of the Association. The President is authorized to pay the architect and home construction professional a reasonable portion of the fee to be charged to each owner in connection with plan review. The amount of the administrative fee shall be established by the Association, but shall be paid as directed in the AR Board guidelines.

11. COMPENSATION

No compensation shall be paid to Directors for services performed by them for the Association in any capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before the services were rendered.

12. FISCAL YEAR

The fiscal year of the Corporation shall be the calendar year.

13. ACCESS TO DOCUMENTS

The Association shall make available to members and lenders, and to holders, insurers, and guarantors of any first mortgage, current copies of the declaration of covenants and restrictions, articles of incorporation, bylaws and rules, and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

14. RULES OF ORDER

'Robert's Rules of Order shall be the parliamentary authority for all matters of procedure not specified or covered by these Bylaws.

15. AMENDMENTS

The Board of Directors and the members may later amend, revise, add to, repeal or rescind these Bylaws, or adopt new Bylaws as provided in the Articles. Notice of the Proposed alteration, amendment, revision, addition, repeal or rescission of the Bylaws shall have been given at least fifteen (15) days preceding a meeting called for that purpose.

CERTIFICATE

The foregoing was adopted as the Bylaws of THE HARBORAGE OWNERS' ASSOCIATION, INC., a Corporation not for profit under the laws of the State of Florida, on the 23rd day of June 1986.

_____

President

INSTR # 2017000227353, Doc Type RES, Pages 45, Recorded 10/31/2017 at 03:11 PM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $384.00 Deputy Clerk LESPOSITO

Prepared by and return to:
Amanda K. Barritt, Esq.
Henderson, Franklin, Starnes & Holt, PA
P.O. Box 280
Fort Myers, FL 33902

REVITALIZED DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE HARBORAGE OWNERS' ASSOCIATION, INC.

WHEREAS, Harborage Development Company, Inc., a Florida corporation (the "Developer") declared that the real property described in Exhibit "A", known as THE HARBORAGE, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration of Covenants and Restrictions for The Harborage, dated June 10, 1986 and recorded on June 18, 1986, at Official Records Book 1852, Page 814 of the Public Records of Lee County, Florida (the "Original Declaration") for the purpose of establishing uniform standards for the development of the Subdivision and providing for the welfare of the Owners; and

WHEREAS, the Original Declaration was amended as evidenced by that certain Certificate of Amendment recorded on May 20, 1997 at Official Records Book 2825, Page 718 of the Public Records of Lee County, Florida, and as evidenced by that certain Certificate of Amendment recorded on May 20, 2004 at Official Records Book 4304, Page 2057 of the Public Records of Lee County, Florida; and

WHEREAS, the Original Declaration, as amended, shall be referred to herein as the "Previous Declaration"; and

WHEREAS, the covenants, restrictions and easements contained in the Previous Declaration expired pursuant to Chapter 712 of the Florida Statutes, also known as the Marketable Record Title Act; and

WHEREAS, The Harborage Owners' Association, Inc., a Florida corporation not for profit (the "Association"), is the entity incorporated pursuant to the Original Declaration, and the Articles of Incorporation and Bylaws of the Association, to enforce the terms and provisions of the Previous Declaration; and

WHEREAS, The Association and the Owners of Lots subject to the Previous Declaration wish to continue the purposes of the Previous Declaration as originally recorded and as properly amended from time to time; and

WHEREAS, the Revitalization Committee for the Association, consisting of:

Nicholas Chlumsky
5670 Harborage Drive
Fort Myers, FL 33908
239-200-5982

Karolyn Noughton
5630 Harborage Drive
Fort Myers, FL 33908
239-707-7880

Johanna Spiropoulos
5421 Harborage Drive
Fort Myers, FL 33908
239-851-5421

has caused this Revitalized Declaration of Covenants and Restrictions for The Harborage to be prepared in accordance with Section 720.405, Florida Statutes; and

WHEREAS, this Revitalized Declaration of Covenants and Restrictions for The Harborage, has been approved by the written consent of a majority of the affected lot owners, and thereafter approved by the State of

Florida, Department of Economic Opportunity, as evidenced by the letter of approval dated October 20, 2017, attached hereto as Exhibit "E"; and

WHEREAS, the legal description of the real property subject to the Revitalized Declaration of Covenants and Restrictions for The Harborage is attached hereto as Exhibit "A", and the lot owners of the affected lots are attached hereto as Exhibit "A-1"; and

WHEREAS, the existing Articles of Incorporation of the Association are attached hereto as Exhibit "C", and the restated existing Bylaws of the Association are attached hereto as Exhibit "D"; and

WHEREAS, this Revitalized Declaration of Covenants and Restrictions governs only the lots which were originally encumbered by the Previous Declaration and does not contain covenants that are more restrictive on the lot owners than the covenants contained in the Previous Declaration; and

WHEREAS, the voting interest of each lot owner under this Revitalized Declaration of Covenants and Restrictions is the same as the voting interest of the lot owner under the Previous Declaration. The proportional assessment obligations of each lot under this Revitalized Declaration of Covenants and Restrictions shall be the same as the proportional assessment obligations of the lot owner under the Previous Declaration.

NOW, THEREFORE, the Revitalized Declaration of Covenants and Restrictions hereinafter set out shall be applicable to the property and all lots as shown on Exhibits "A" and "A-1" attached hereto and made a part hereof (the "Property") and shall be binding on all parties having any right, title, or interest in the Property or any party thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, and shall remain in full force and effect as provided in Section 5.32 below.

1.0 DEFINITIONS. The following words and phrases, when used in this Declaration, will have the meaning shown, except that singular nouns may include the plural, and one gender the others:

1.1 "**ASSOCIATION**" is THE HARBORAGE OWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit.

1.2 "**DEVELOPER**" is The Harborage Development Company, Inc., its successors and assigns.

1.3 "**SUBDIVISION**" is the real property which is described in the Plat which is identified on the first page of this Declaration. It will also include, however, any other Subdivision of other real property which is described in subparagraph 1.7 of this Declaration.

1.4 "**LOT**" is any parcel of real property within the Subdivision which is identified by number on the Plat and on which a single-family residential building may be constructed.

1.5 "**BUILDING SITE**" is any plotted Lot, or a combination of a Lot with one-third, one-half, or two-thirds of an adjacent Lot. See paragraph 5.2 below regarding combinations of Lots or fractions of Lots.

1.6 "**OWNER**" is the person or entity who is a record Owner of a Lot or Building Site. It will not, however, include purchasers under contract or mortgages.

1.7 "**PLAT**" is the plat or map of the Subdivision of real property ("ORIGINAL PROPERTY") which is to be recorded in the Public Records of Lee County, Florida, as the same may hereafter be amended. It will include, however, the plat or map of another Subdivision of real property ("ADDITION"), if the following conditions are met:

1.7.1 The Addition consists of real property which is contiguous to either the Original Property or an earlier Addition, or both;

1.7.2 The addition to the Subdivision is made with the consent and approval of the Developer; and,

1.7.3 The map or plat of the Addition is accompanied by a written Declaration which is made of public record in Lee County, Florida, which clearly identifies an intention that the terms and provisions of this Declaration be made applicable to the Addition.

1.8 "**COMMON AREA**" is comprised of the easements described herein and all other areas which are graphically depicted on the Plat as common areas.

1.9 "**LAKES**" are the lakes shown on the Plat.

1.10 "**EASEMENTS**" are the easements depicted on the Plat, and those described herein.

1.11 "**ROAD RIGHTS OF WAY**" are rights of way within which roads, sidewalks, curbs, gutters, sewers, storm sewers, water mains, gas mains, electric cables, telephone cables and other utilities may be constructed, maintained and used. The Road Rights of Way may be used for any Association approved purpose. The initial road rights of way are graphically depicted on the Plat.

1.12 "**UTILITY EASEMENTS**" are easements within which sewers, storm sewers, water mains, gas mains, electric cables, telephone cables, television cables, and other utilities may be constructed, maintained and used. The initial utility easements are either graphically depicted on the Plat or described herein.

1.13 "**DRAINAGE EASEMENTS**" are easements within which drainage swale s or storm sewers may be constructed, maintained and used. The initial drainage easements are either graphically depicted on the Plat or described herein.

1.14 "**PRIVATE DRIVE EASEMENT**" is the easement shown on the Plat which will serve as access to the Road Rights of Way for those Lots which would otherwise have inadequate access. The Private Drive Easement shall also serve as a Utility Easement.

1.15 "**ARTICLES**" are the Articles of Incorporation of the Association, as from time to time amended as therein provided. Prospective lot purchasers may obtain a copy of the current Articles from the Association Secretary upon payment of the cost of copies. The Articles as of the date of this Revitalized Declaration are attached hereto as Exhibit "C".

1.16 "**BYLAWS**" are the Bylaws of the Association, as from time to time amended as provided in the Articles and the Bylaws. Prospective lot purchasers may obtain a copy of the current Bylaws from the Association Secretary upon payment of the cost of copies. The Bylaws as of the date of this Revitalized Declaration are attached hereto as Exhibit "D".

2.0 PROPERTY RIGHTS CREATED AND RESERVED.

2.1 **ASSOCIATION RIGHTS** The Developer hereby grants, bargains, sells and conveys to the Association the following rights, titles, easements, and interests:

2.1.1 **MEMBERSHIP**. The right to require that each of the Owners be members of the Association;

2.1.2 **ASSESSMENTS**. The right to make assessments against each Building Site to provide funds for the Association or to enforce any lien provided for herein, and a lien, encumbrance or security interest in each Building Site for the purpose of securing the payment of assessments against the Building Site, interest thereon from the date due and the costs of collection of the assessments;

2.1.3 **MAINTENANCE**. The right to maintain the Common Areas, including, but not limited to water management facilities, and make, maintain, repair, replace and use improvements within the Common Areas which are not of a private nature. The Association shall also have the right to maintain the sidewalks and the cost thereof may be assessed by the Association;

2.1.4 **RULES**. The right to promulgate reasonable rules for the use of all common areas in the Subdivision, including but not limited to roads, recreational facilities, lakes, and easements, including the requirement of a fee payment in connection with the use of particular common facilities;

2.1.5 **ENFORCEMENT**. The right to enforce the terms and provisions of the Declaration or Association rules by any and all lawful means. Provided that the Association has established rules meeting the fundamental requirements of due process, the Association may deny use of common areas other than roads to any person and may levy fines against any resident or Owner in the Subdivision. Any fines levied shall be a lien on any Lot or Building Site owned or occupied by the person fined. In the event that an Owner, his tenant, resident or his guests who are in violation of either the Declaration or the Rules or Regulations refuses or fails to comply with a written notice from the Board of Directors advising said Owner of the violation and demanding that the Owner come into compliance with the terms of the Declaration and/or rules and regulations and/or cause his tenants, residents and/or guests to come into compliance therewith within the time period specified in said notice, the Board of Directors may refer the enforcement of said violation to legal counsel and the Owner shall be assessed the costs incurred by the Association including legal fees and out-of-pocket expenses arising out of the attempts to obtain compliance with the terms of the Declaration and/or Rules and Regulations, whether or not it becomes necessary to file a legal action to compel compliance with the Declaration and/or Rules and Regulations of the Association;

2.1.6 **VARIANCES**. The right to grant variances with respect to set back and building restrictions for all Building Sites within the Subdivision for the purpose of accommodating the highest and best use of a Building Site which is consistent with the particular geometry of the Building Site and is consistent with the objectives of this Declaration.

2.2 **OWNERS' RIGHTS**. The Developer hereby grants, bargains, sells and conveys the Common Areas to the Association. Membership in the Association shall be an appurtenance to each Building Site for all purposes.

3.0 MEMBERSHIP IN ASSOCIATION AND ASSESSMENTS. Each Owner shall be a member of the Association. Membership in the Association shall be appurtenant to, and may not be separated from, Ownership of a Building Site. Each Owner shall be entitled to vote upon all matters coming before the membership as provided in the Articles. The Association shall provide Owners with copies of all current articles, bylaws, and rules upon payment of a reasonable charge to offset reprinting costs The Association will make, levy and collect assessments made against Lots or Building Sites as provided in the Articles and as follows:

3.1 **LIABILITY FOR PAYMENT**. The Owners of a Building Site at the time an assessment is made by the Association against the Building Site shall pay to the Association the amount assessed, together with interest thereon at the maximum rate allowable by law, from the date due and payable until paid in full, and the costs and attorneys fees incurred by the Association in collecting delinquent assessments.

3.2 **LIENS**. There will be at all times a lien, charge or encumbrance ("ASSESSMENT LIEN") against a Building Site for the unpaid balance or assessments against that Building Site, interest thereon, and costs incurred by the Association in collecting the same, in favor of the Association. Each person or entity acquiring a Building Site, whether by deed, operation of law or otherwise, will do so subject to the unpaid balance of the Assessment Lien encumbering that Building Site by operation of this Declaration. The Assessment Lien will, however, be subordinate to the lien of any institutional first mortgage encumbering the Building Site. An institutional mortgage is defined as a mortgage owned by any state or federal bank or savings and loan association, or any life insurance company. Any institutional first mortgagee in possession, a receiver or purchaser at a foreclosure sale of an institutional first mortgage, or an institutional first mortgagee that has acquired title by deed in lieu of foreclosure, and the successor or assigns of such

purchaser or mortgage shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected through enforcement of the Assessment Lien against any Building Site by reason of the provision of this paragraph 3.2, shall be deemed to be an assessment divided equally among, payable by, and an Assessment Lien against all Building Sites subject to assessment.

3.3 **PRORATA SHARE OF ASSESSMENTS**. It is the Developer's intent that the common expenses of the Association shall be allocated on the basis of Building Sites. The number of Building Sites may be less than the number of Lots shown on the Plat because of combinations of Lots, or of a Lot with a fraction of a Lot, to form one Building Site. For purposes of determining assessments, the word "Lot", as used in this document, or in the Association Articles or Bylaws, shall be deemed to be synonymous with "Building Site", as further defined in this paragraph. Initially, each Lot, as shown on the Plat, shall be deemed to be a Building Site. In the event that two or more adjacent Lots are in a single ownership, each Lot shall continue to be deemed to be a Building Site until the occurrence of one of the following:

3.3.1 Ownership of a fraction of a Lot is conveyed to another, in which event each fraction shall become a part of the Building Site for the whole Lot to which the fraction is adjacent.

3.3.2 A Certificate of Occupancy is issued for a residence which occupies parts of two platted Lots.

3.3.3 The Owner joins with the Association in filing a deed of restrictions, in a form acceptable to the Association, establishing the Building Sites within the group of Lots owned by the Owner.

3.4 **INDIVIDUAL ASSESSMENTS**. This Declaration provides for certain instances where the Association may undertake an expense which would otherwise be an Owner's expense and provides that the Association may then assess the individual Owner for that expense. This Declaration also provides that the Association may enforce this Declaration, and any rules promulgated pursuant hereto, through the use of fines which become liens. Whether or not this Declaration provides explicitly, the Association shall have the right to undertake the obligation of an Owner in default, and to be deemed to have an individual assessment against that Owner's Building Site for the cost thereby incurred. In all those instances, the levy against the individual may be enforced in the same manner as general assessment.

4.0 AESTHETIC CONTROLS. No improvement of any kind including, but without limitation, buildings, fences, walls, signs, site paving, grading, parking, building additions, screen enclosures, decorative structures, mailboxes, and barrier landscaping, shall be erected, placed or maintained on a Building Site unless and until the specifications, materials, building and site plans therefore have been presented to and approved by the Architectural Review Board of the Association ("A.R. Board"). The Association shall promulgate reasonable procedures and guidelines for the review process, and Building Site Owners shall be bound by those procedures and guidelines, as well as by the substantive rules to be applied by the A.R. BOARD. If the plans and specifications reflect the construction of improvements which are consistent with this Declaration, they will be approved by the A.R. BOARD. If they reflect the construction of improvements which are not consistent with this Declaration, they will be disapproved by the A.R. Board and the notice of disapproval will recite with specificity the inconsistencies which are the reason for disapproval. The Association may provide for reasonable fees to be paid to the Association or to professionals employed by the Association for review of matters which require A.R. BOARD approval.

5.0 RESTRICTIONS.

5.1 USE.

Building sites may be used as the site for the residence of a single family, and for no other purposes whatsoever. No noxious or offensive use may be made of a Building Site and no such activity shall be permitted on any Building Site which would be a nuisance by reason of unsightliness or excessive emission of noise, odors, liquids, gases, dust, vibration, fumes or smoke. Subject to A.R. BOARD approval, an Owner may construct a dock at his Building Site prior to construction of a home. However, the use of

Building Sites upon which homes have not been constructed may be subject to special rules, promulgated by the Association so that Building Sites are not used primarily as a recreational facility in a manner inconsistent with a residential neighborhood environment.

5.2 RE-SUBDIVISION OR COMBINATION OF LOTS. None of the Lots graphically depicted on the Plat may be subdivided into two or more lots, submitted to condominium use or any combination thereof. However, two Lots or one and one-third Lot, or one and one-half Lot, or one and two-thirds Lot may be combined to form a single Building Site. In the event of conveyance of less than an entire Lot from the Developer, the Developer shall approximate a third or half of a Lot, and any division so accomplished shall be deemed to establish a third or half Lot for all purposes, including assessments. Owners subsequent to the Developer shall not convey partial Lots unless subdivided by the Developer or the written and recorded consent of the A.R. BOARD is first obtained. There shall be no conveyance of a fractional Lot under any circumstances, unless provision is first made to include the remaining fraction as part of the other adjacent Lot as a single Building Site.

5.3 BUILDINGS. No building may be erected, altered, placed or permitted to remain on a Building Site other than one detached single-family residential structure.

5.3.1 **MINIMUM SIZE**. Unless approved by a two-thirds vote of the A.R. BOARD of the Association, no residential unit may be erected, altered, placed or permitted on any Lot unless it complies with the following building restrictions and includes the minimum living area, as specified in the following paragraphs. The minimum living area for homes on Lots fronting on Park Road Canal shall be 1,800 square feet. The minimum living area for homes on Lots fronting on either lakes or Ten Mile Canal shall be 2,000 square feet. "Minimum living area" excludes open porches, garages, and other areas which are not usually air-conditioned. The maximum living area permitted shall be 6,000 square feet.

5.3.2 **BUILDING SETBACK REQUIREMENTS**. Buildings constructed on Lots 1 through 11 and 58 through 92 shall be set back at least twenty-five (25) feet from the Road Right of Way. Buildings on all other Lots shall be set back thirty-five (35) feet from any Road Right of Way. Buildings may not be constructed within ten feet of any side lot line; however, the eaves of the roof of a home may project outward into the side set back provided that the eaves are not less than eight feet from the side lot line, and further provided the lowest point on any eaves projecting past the ten foot setback is at least eight feet from the ground level. Parts of buildings, such as bay windows, under the eaves may be closer than ten (10) feet to the property line for less than one-third the total length of the wall, if approved in writing by the A.R. BOARD. Planters shall be set back not less than five feet from side lot lines. Rear setbacks shall be measured from the closest point of a structure to a lake shoreline at assumed water elevation 2.0 N.G.V.D. and a canal shoreline at assumed water elevation 1.0 N.G.V.D.

Rear setbacks shall be the following minimums:

	Structure above 12' N.G.V.D.	Structure below 12' N.G.V.D.
Lake Lots		
Lots 1 thru 11 & 76 thru 80	25'	5'
Lots 12 thru 75	25'	10'
Canal Lots		
Lots 81 thru 92	25'	15'
Lots 92 thru 134	30'	20'

The foregoing rear setbacks do not apply to docks and davits which have been approved by the A.R. BOARD.

5.3.3 **MAXIMUM BUILDING HEIGHT**. No improvement on a Lot shall exceed 40 feet N.G.V.D. elevation.

5.3.4 **COMMENCEMENT AND COMPLETION**. Once the construction of any building or other improvement is commenced, substantial work toward the completion of the construction will be pursued diligently and the buildings and other improvements completed within a reasonable period of time after commencement. If, for any reason, no substantial progress is made toward the completion of a building or other improvement commenced on a Lot, for a period of ninety (90) days, the Association may invade the premises and take such action as the Association may deem appropriate to correct the undesirable appearance of the partially completed buildings and improvements, including completion thereof, at the cost and expense of the Owner of the Lot.

5.3.5 **MAINTENANCE**. Buildings, driveways, and other improvements made on a Lot will be regularly and continuously maintained in good condition and in a well-kept appearance by the Owners. All driveways, sidewalks and other hard surface areas will be swept and cleaned regularly and cracks and damaged areas replaced, repaired and otherwise kept in good condition and appearance by the Owners.

5.3.6 **MISCELLANEOUS**. The exterior of all buildings constructed on a Lot will be of colors which are harmonious and compatible with the colors of natural surroundings and nearby buildings. No mobile home or pre-fabricated home may be placed on any Lot within the Subdivision.

5.4 **GARBAGE AND TRASH**. Garbage, trash and other refuse ("TRASH") may be stored on a Lot for collection or other disposition for no more than a reasonable period of time, and then only in containers which are reasonably acceptable to the Association. Trash containers and other personal property stored or used on a Lot will be stored in such manner as not to be visible from any road easement, street, highway or other Lot. Storage may be below ground, inside buildings or within a visual barrier of an aesthetically pleasing appearance which is approved by the Association consisting of earth mounding, landscaping, walls, fencing or combination thereof.

5.5 **PARKING**. The improvements made on any Building Site will include adequate parking facilities for the use to which the Building Site is committed. Parking of automobiles, trucks and other motor vehicles on or along streets and roads within the Subdivision will not be generally permitted. However, the Association may promulgate rules to accommodate street parking for special occasions. Parking area and driveway materials and design are subject to A.R. BOARD approval pursuant to paragraph 5.18.

5.6 **LANDSCAPING**. Within thirty (30) days following the completion of any building, parking lot or other improvement on any Building Site, the yard areas will be sodded with a type of sod approved by the A.R. Board, and the buildings, parking areas and other improvements will be substantially landscaped by the Owner in an aesthetically pleasing manner. Landscaping shall include the acquiring, planting, and maintenance of not less than three trees having at least a 6" trunk diameter measured 2 feet above the ground and shall be of approved type and specifications. Two of the required trees shall be placed between the front of the home and the street. The third tree shall be place between the home and the rear lot line. A list of approved trees and other specifications shall be provided by the Association. Owners shall select trees from an A.R. BOARD approved list which must be planted in addition to other vegetation desired by the Owner. If the required trees are not planted within the time required, the Association shall select and plant trees on the Owner's Building Site and the Owner shall be deemed to have granted the Association an easement for the purpose of planting and maintaining the required trees. All landscaping and yard areas will be irrigated, fertilized, mowed, trimmed and cared for regularly. Notwithstanding anything to the contrary elsewhere in this Declaration, Owners shall maintain the grassy area between the Building Site and the roadway in front of the Building Site. Diseased and dead plants and grass shall be replaced, and

landscaping shall be otherwise maintained at all times in an aesthetically pleasing manner by the Owner. In the event that the Owner fails to maintain landscaping, the Association shall have the right, after fifteen (15) day written notice to Owner, to undertake the maintenance at the Owner's expense.

5.7 **UNIMPROVED LOTS**. The Association shall regularly mow and keep clean unimproved Lots pursuant to Association rules. Each Owner of a Lot without either a completed home or a home under construction shall be deemed to have granted the Association the right to go upon the Lot for the purposes of this subparagraph.

5.8 **SIGNS AND GRAPHICS**. All signs located within the Subdivision will be conservative in size, shape, color and graphics, and otherwise aesthetically pleasing in appearance. All signs are subject to approval by the A.R. BOARD. Signs will not be located on any building exterior walls or "stand out" from exterior wall surfaces on any Lot unless approved by the Association in advance. Signs may be lighted; however, flashing lights of any kind will not be permitted. Not more than one (1) sign may be erected or maintained on any one Building Site at any one time. No sign erected may have a surface area on any one side of more than one square foot, excepting only the following signs:

5.8.1 Signs advertising a Building Site and/or the improvements thereon for sale or lease may have a surface area on any one side of not more than four (4) square feet which have the written approval of Developer, as long as Developer owns any land in the Subdivision; and

5.8.2 Signs erected by the Developer or Developer's broker to advertise the property for sale.

5.8.3Signs advertising a building site and/or improvements thereon for sale may have a surface area on any one side of not more than three (3) square feet and shall be approved by the A.R. Board. The A.R. Board shall promulgate and adopt specifications for said signs including height, width, materials, wording and colors, which specifications shall be included within the Architectural Guidelines and Review Procedures. The proposed location of said sign upon the subject property shall be approved by the A.R. Board.

5.9 **VEHICLE STORAGE**. No camper, motor home, truck, tractor, trailer, boat or other vehicle excepting only automobiles may be parked on any Building Site, unless parked unobtrusively within or behind a visual barrier or aesthetically pleasing appearance which is approved by the Association, or within a garage. For purposes of this subparagraph, "automobile" shall include passenger vans and trucks of up to one ton capacity. "Automobile" does not include any vehicle marked with a commercial sign or not having a good exterior appearance. Notwithstanding the foregoing, a vehicle may be otherwise parked on a Building Site only on a temporary basis. For these purposes, "temporary" will not include either of the following:

5.9.1 Parking the vehicle on a Building Site for period of time of more than twelve (12) consecutive hours; or

5.9.2 Parking the vehicle on a Building Site on a regular or re-occurring basis even though not parked for a period of more than twelve (12) consecutive hours on any particular occasion, other than during the course of construction of improvements on the Building Site;

5.9.3 Parking the vehicle on a Building Site overnight.

5.10 **EXTERIOR LIGHTING**. Each building will have exterior night lighting to discourage theft and vandalism within the Subdivision. As a minimum, each completed home shall have an operative lamp post of a style consistent with the architecture and color of the home. The lamp in the post shall be equipped with solar activated switch so that the lamp is on from sunset to sunrise. The lamp post shall be located between the front of the home and the road or private drive easement. All exterior lighting is subject to the approval of the A.R. BOARD. Among other things, the A.R. BOARD shall consider light position, color, mounting structure and effect on adjacent properties.

5.11 **EASEMENTS**. The use and occupancy of any Building Site will be subject to the easements graphically depicted on the Plat, those hereinafter dedicated to and accepted by the Association, and those described in this paragraph.

5.11.1 **UTILITY AND DRAINAGE**. A Utility Easement and a Drainage Easement will exist over, across and under the portion of each Lot which is within six (6) feet of the Lot lines which are graphically depicted in the Plat, except that if two or more Lots, or one and one-third or one and one-half Lots, or one and two-thirds Lots having a common side lot line are consolidated into a single Building Site, then the Utility Easements and Drainage Easements which would otherwise exist along either side of those common side lot lines may be vacated by the Association, provided the Owner of the Lots makes written request, and the Association determines that vacating the easements will not have any material adverse effect upon the use of any other Lots or the Common Areas. If the easements being vacated are in use, the Owners of the Lots being consolidated shall relocate water, sewer, storm sewers, transmission cables and other utilities located within the easements being vacated within another reasonably acceptable easement area at their cost and expense.

5.11.2 **MAINTENANCE**. Improvements made within any easement of a private nature will be maintained by the Owner of the Lot where they are located and will not unduly inhibit the use of the easement by others for the purpose intended. Those, which are not of a private nature will, however, be maintained by the Association, to the extent not maintained by governmental agencies or otherwise.

5.12 **LIVESTOCK, PETS, ETC**. No animals, livestock , or poultry of any kind may be raised, bred or kept on any Lot; provided, however, that dogs, cats and other household pets ("PETS") may be kept on a Building Site subject to the following limitations:

5.12.1 No Pets may be kept, bred, or raised on any Building Site for commercial purposes.

5.12.2 Each Pet kept on a Building Site must be confined within fenced areas or restrained on a leash and personally attended by a responsible adult.

5.12.3 Pets may be kept on a Building Site only in reasonable numbers, and then only for so long as they do not unduly interfere with the use and enjoyment of the Building Sites and Common Areas by others.

5.12.4 A Pet Owner shall immediately remove and properly dispose of any pet litter deposited on any property other than the Lot owned by the Pet Owner.

5.12.5 The Association may adopt additional rules regarding animals including rules excluding certain types of animals from the Subdivision.

5.13 **LAWN EQUIPMENT**. Playground equipment and other lawn equipment, including, but not limited to grills, swings, merry-go-rounds, tents, play pens, sandboxes and toys, may be located in the rear yard of a home, not in the front yard. Clotheslines are prohibited.

5.14 **HOME MECHANICAL EQUIPMENT**. Air conditioning units shall be screened from other Building Sites and from the street. The method of screening is subject to A.R. BOARD approval. Window air conditioning units are not permitted in the Subdivision. Wall air conditioning units may be affixed to buildings only with A.R. BOARD approval. Placement and other conditions relating to the use of solar collectors or any other exterior mechanical equipment shall be subject to A.R. BOARD approval.

5.15 **MAILBOXES**. Mailboxes shall be of a design prescribed by the A.R. BOARD and located pursuant to A.R. BOARD specifications. Mailboxes shall be located within the Road Rights of Way. There shall be two mailboxes for each support for Building Sites fronting on the East Lake and the north shore of the West Lake; there shall be four mailboxes for each support in all other areas. The A.R. BOARD may approve

variances regarding the number of mailboxes on each support to accommodate the development of Building Sites, which vary from platted Lots. The first owner to obtain a building permit shall be responsible for supplying the common support to be used by that Owner and each Owner shall purchase a mailbox. Thereafter, the Association shall maintain and replace the common support, and each Owner shall maintain and replace his individual mailbox.

5.16 **GARAGES**. Each house within the Subdivision will have a garage. Each garage will enclose a space of not less than five hundred (500) square feet. Each garage will have one or more doors which, when closed, will have the effect of precluding access into the garage. No carports or other open garages will be permitted within the Subdivision. Garages shall be equipped with electronically operated doors.

5.17 **PRIVATE DRIVE EASEMENT**. Vehicles in the Private Drive Easement depicted on the Plat for Lots 76 through 80 shall be limited to the vehicles of Owners (and their guests) of the Building Sites encumbered by or adjacent to, the easement. However, the Association may, by rule, establish conditions for use of the easement by other Owners for pedestrian and bicycle traffic. The Association shall maintain the Private Drive Easement reasonably within the original construction standards.

5.18 **DRIVEWAYS**. Each driveway or parking area within the Subdivision will be constructed of concrete, brick or other hard surfaced material approved by the A.R. Board. No asphalt, gravel, rock, shell, dirt, clay or other soft or loose surface driveway or parking area will be permitted within the Subdivision.

5.19 **WATERFRONT**. Owners may not alter the waterfront of a Building Site in any manner, including excavation, fill or construction of improvements, unless approval is first obtained from the A.R. Board. Owners shall take reasonable precautions to avoid the carrying of detrimental substances into the lakes or canals through run-off or other means as described on the development permits for the Subdivision. Boat ramps shall not be constructed on any Building Site. Docks may be constructed on any Building Site and Owners of adjacent Building Sites may construct a common dock, all subject to A.R. BOARD approval. The A.R. BOARD shall have broad discretion in determining the conditions for approval. Owners shall permit reasonable access to the waterfront, over land and over water, to the Association and to governmental agencies for the purpose of monitoring water quality.

5.20 **USE OF LAKES AND CANALS**. The Owners of property in the Subdivision, and the guests of the Owners, may utilize the lakes for any lawful purposes, subject to rules to be promulgated by the Association. Motor driven boats operated in the lakes shall not exceed idle speed within 150' of any shoreline. The Owners of property in the Subdivision shall not operate motor boats in canals in or adjacent to the Subdivision at other than idle speed. Boats shall not be anchored in lakes overnight, but may be moored to docks overnight. Boats shall not be used as overnight accommodations. Any boat left in the lakes or canals shall be maintained in good condition and good appearance. The lakes within the Subdivision are for the exclusive use of Lot Owners and their guests. Owners shall not operate or maintain in the canals boats with a fixed draft in excess of the draft allowed by applicable governmental permits.

5.21 **COMMERCIAL ACTIVITIES**. No trade, business or other commercial activities may be conducted on any Building Site, other than by the Developer or the Developer's licensees incident to the development and sale of the Property located within the Subdivision. The construction and operation of model homes are exempt from the definition of commercial activities.

5.22 **UNDERGROUND UTILITIES**. All utilities provided to Lots will be by means of underground transmission lines, cables, and pipes. No overhead transmission lines or cables will be permitted within the Subdivision without the advance approval of the Developer.

5.23 **ANTENNA**. No radio or television aerial, antenna, or satellite dish will be placed, erected or permitted upon any Building Site or affixed in any manner to the exterior or roof of any building on any Lot in the Subdivision without the advance written approval of the A.R. Board.

5.24 **ARTIFICIAL VEGETATION**. No artificial trees, shrubs, grass or other vegetation will be placed or

maintained on any Lot without the advance written approval of the A.R. BOARD.

5.25 **SEWAGE DISPOSAL**. No sewage disposal system shall be used in the property except as approved by the Association.

5.26 **GOVERNMENTAL AGENCY RESTRICTIONS**. The Association and each Owner shall at all times comply with the requirements of governmental agencies in connection with the development of this Subdivision, and shall comply with all laws or governmental agency requirements which may apply in the future. The improvements to the Subdivision shall be completed by the Developer pursuant to various permits from governmental agencies. Copies of the permits, and appropriate related documents, shall be delivered to the Association after the Developer completes the contemplated improvements. After completion, the Association shall maintain the improvements according to any continuing requirements of the permits. The foregoing is not intended to prohibit an Owner from obtaining an individual permit to do anything otherwise permissible under this Declaration.

5.27 **VEHICLE OPERATION**. Unlicensed vehicles (such as motorized bikes, go-carts, off road vehicles) shall not be operated within the Subdivision, nor any vehicles without proper sound control devices. All permitted vehicles shall be operated in a safe manner and within speed limits established by the Association.

5.28 **SECURITY**. The Association may elect to provide a gate and guard at the entrance to the Subdivision. In that event, access in the Subdivision shall be pursuant to rules established by the Association.

5.29 **FENCES**. Fences shall not be permitted which enclose or define the boundary lines of a Building Site. Fences, walls or screens may be used, subject to A.R. BOARD approval, to enclose service areas, patios, swimming pools or other areas requiring privacy.

5.30 **ROOF MATERIAL**. Roof material shall be either wood shakes, cement tile or clay tile. However, the A.R. BOARD shall have absolute discretion to approve other materials of a quality and appearance which are consistent with the objectives of this Declaration, provided that conventional asphalt or fiberglass shingles shall not be permitted.

5.31 **USE OF COMMON AREA GENERALLY**. Guests of Owners and residents in the Subdivision may use the common areas subject to Association rules and subject to the requirement that the Owner or resident is physically present at all times with the guests and the number of guests does not reasonably interfere with the enjoyment of the Subdivision by other Owners and residents.

5.32 **DURATION**. The restrictions contained in this Declaration will run with the land and be binding upon the Owners, inuring to the benefit of and enforceable by the Association and each Owner and each person claiming by, through and under them, for a term beginning with the date of recording this Declaration and ending on December 31, 2035, after which they will be automatically extended for successive periods of ten (10) years each unless an instrument terminating them is executed by Owners owning not less than two-thirds (2/3) of the Lots included in the Subdivision and recorded in the Public Records of Lee County, Florida.

6.0 COMPLIANCE WITH ZONING REQUIREMENTS. Developer intends to develop the Subdivision pursuant to the terms and conditions of a Planned Unit Development (PUD) resolution of the Board of County Commissions for Lee County, Florida. One of the requirements of the PUD is that development be subject to unified control to assure that persons who acquire Lots for resale shall be obligated to comply with all provisions of the PUD. Therefore, Developer covenants that it shall continue to enforce the conditions of the final PUD resolution until such time as all of the property in the PUD is developed and certificated for use and occupancy or until a subsequent transferee assumes that obligation for all or part of the subject property by agreement in recordable form filed with the appropriate division of Lee County. As part of the consideration for the conveyance of any property described in the PUD, and upon acceptance of the conveyance, the grantee shall be deemed to have covenanted to abide by the

conditions of the PUD, and shall indemnify the Developer for any damages, costs, or attorneys fees incurred by Developer because of the transferee's failure to abide by the PUD requirements.

7.0 **STREET LIGHTING**. Street lights in the Subdivision are provided pursuant to an agreement between Florida Power and Light Company (FP&L) and the Association. The agreement requires the Association to maintain a letter of credit in favor of FP&L in the amount of Twenty-Two Thousand Six Hundred Sixty-five Dollars ($22,665.00) to secure the continued performance of the Association pursuant to the agreement. The stipulated amount shall decrease by ten percent (10%) per year. The letter of credit shall not be payable except in the event of the Association's default under th e terms of the agreement with FP&L. The directors of the Association shall provide for the cost of the letter(s) of credit in the budget for the Association. In the event that any issuer of a letter of credit given with respect to the Association is obligated to pay the letter, then the issuer shall have the right to compel the Association to access each Building Site for a prorata part of the amount paid pursuant to the letter of credit, plus reasonable costs and attorneys' fees incurred in compelling the Association to make the assessment. Any assessment so levied shall be a special assessment and the Association shall cause a notice of the special assessment to be filed in the Public Records of Lee County, Florida. After recording the notice, the special assessment shall be a lien on each Building Site, payable within ninety (90) days of the date of assessment and foreclosable in the same manner as a regular assessment. The special assessment shall provide for releases of Building Sites upon payment of the prorata portion of the total special assessment. The Association shall provide, upon request, to any issuer of a letter of credit given pursuant to this paragraph, an estoppel letter reciting whether this paragraph shall be in effect at a given time. Owners in the Subdivision shall be bound by the Association's estoppel letter. Any issuer of a letter of credit given and paid pursuant to this paragraph shall have the right to compel the Association to foreclose any special assessments, which are not timely paid.

8.0 SUBDIVISION ENTRANCE. Although Harborage Drive (Tract A on the Plat) connects to the westerly right-of-way line of Highway U.S. 41, applicable traffic regulations require acceleration and deceleration lanes, and other driveway improvements (Access) to provide safe access to the Subdivision. These improvements are described in Florida Department of Transportation driveway permit number 12-04-85 (the Permit). Parts of the improvements are outside of the Subdivision but are essential to the Subdivision. Part of the improvements shall be of benefit to Owners of parcels outside of the Subdivision. In the event and to the extent that the driveway improvements described in the Permit are privately maintained, then the Association shall be obligated to participate in the maintenance by providing up to fifty percent (50%) of the costs of such maintenance. However, as a prerequisite to the Association's obligation, Developer shall have provided for payment of the remaining costs and the administration of the funds by the Owners of the commercial tracts described in the attached Exhibit "B", and the Developer shall have established reasonable means of determining and enforcing the mutual obligations of the Association and the Owners of the commercial tracts. Developer reserves the right to cause the Association to participate in maintenance of the Access by recording an agreement between the Association and the Owners of the commercial tracts setting out reasonable means of enforcing the agreement.

9.0 TRACT E. Notwithstanding anything appearing on the Plat to the contrary, each Owner of a Building Site adjacent to Tract E, as shown on the Plat, shall have an exclusive right to use the upland portion of Tract E which lies between a westerly extension of each of the side boundary lines of the Building Site. Such use shall be as if the adjacent portion of Tract E were an integral part of the Building Site.

10.0 GENERAL PROVISIONS.

10.1 **ENFORCEMENT**. The covenants, conditions, restrictions and other provisions of this Declaration, and rules promulgated pursuant to this Declaration, will be enforceable by the Association, the Owners, or the Developer. Compliance herewith may be enforced in any manner permitted in law or in equity. In any action to enforce obligations derived from these restrictions, the prevailing party shall been titled to attorney's fees and costs.

10.2 **NOTICES, ETC**. Notices, assessment bills, budgets, amended budgets and other materials and things required by either this Declaration, the Articles of Incorporation of the Association, or the Bylaws of the

Association, to be sent or delivered to the Owner of a Lot will conclusively be deemed to have been delivered to the Owner when either posted in the United States mails, postage prepaid and properly addressed, or hand delivered to the last known Owner at his last known address. It will be the responsibility of an Owner to notify the Association in writing of the Owner's name and address and any changes in either. In any event, the failure of the Owner to receive any notice, assessment bill, budget, amended budget or other materials and things will not affect the validity or due date thereof if so posted or delivered.

10.3 **AMENDMENTS TO DECLARATION**. This Declaration may be amended at any time, and from time to time, by a written instrument executed by the Owners of two-thirds (2/3) of the Building Sites contained in the Subdivision, subject to the following:

10.3.1 **APPROVAL OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT**. No amendment may be made which would affect the surface water management facilities, without the prior approval of the South Florida Water Management District, or its successor.

10.3.2 **APPROVAL OF DEVELOPER**. No amendment may be made without the approval of the Developer as long as the Developer owns either Real Property which is included in the Subdivision; or, Real Property which is contiguous to the Subdivision.

10.3.3 **EVIDENCE OF OWNER APPROVAL**. An amendment certified by the president and secretary of the HARBORAGE OWNERS' ASSOCIATION, INC. shall be deemed to have been approved by the appropriate number of Owners, and interested parties shall be bound by each amendment without the Association having to establish the record title of each Owner.

10.4 **ASSOCIATION MEMBERSHIP**. The Association shall be entitled to rely on Lee County ad valorem tax records to establish ownership of each Lot at a given time, unless the Association has received actual notice of an ownership entered which is inconsistent with and subsequent to the effective date of the tax records.

10.5 **SEVERABILITY**. The invalidity of any provision contained in this Declaration will not affect any other provision contained herein.

10.6 **INTERPRETATION**. The provision of this Declaration will be interpreted without regard to the headings contained herein, which have been inserted and used for ease of reference only.

10.7 **SURVIVAL**. This Declaration will be binding upon the parties hereto and all persons claiming by, through and under them.

CERTIFICATE

The Harborage Owners' Association, Inc., by its duly authorized officers, hereby certifies that the foregoing Revitalized Declaration of Covenants and Restrictions for The Harborage was approved by at least a majority of the Owners of Lots by written consent, and thereafter approved by the State of Florida Department of Economic Opportunity as evidenced by the attached letter of approval (to be attached as Exhibit "E").

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary on this 24th day of OCTOBER 2017.

THE HARBORAGE OWNERS' ASSOCIATION, INC.,
a Florida corporation not for profit

Witness

By: _____
Nick Chlumsky, President

Witness

Witness

Attest By: _____
Johanna Spiropoulos, Secretary

Witness

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 24th day of October, 2017 by Nick Chlumsky, as President of The Harborage Owners' Association, Inc., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

BETH DI ROMA
Notary Public – State of Florida
Commission # GG 077149
My Comm. Expires Mar 16, 2021
Bonded through National Notary Assn.

Notary Public Signature

My Commission Expires: 3-16-21

Beth DiRoma
Type/Print Notary Public Name

Commission No.: GG 077149

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 25th day of October, 2017 by Johanna Spiropoulos, as Secretary of The Harborage Owners' Association, Inc., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

Notary Public Signature

My Commission Expires: 6/10/2019

Rob Shupe
Type/Print Notary Public Name

Commission No.: FF 238780

Rob Shupe
State of Florida
My commission expires 06/10/2019
Comission No. FF 238780

EXHIBIT "A"

THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 46 SOUTH, RANGE 25 EAST, AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE N01°05'06"W ALONG THE EAST LINE OF SAID SECTION 7 FOR 656.23 FEET; THENCE N87°56'36"W ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 7 FOR 460.73 FEET TO THE WESTERLY RIGHT-OF-WAY OF STATE ROAD 45 (U.S.41); THENCE N20°35'30"W ALONG THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 45 (U.S.41) FOR 539.05 FEET TO THE POINT OF BEGINNING; THENCE S69°24'30"W FOR 254.50 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE WESTERLY, SOUTHWESTERLY, AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS 30.00 FEET, DELTA ANGLE 90°00'00", CHORD DISTANCE 42.43 FEET) FOR 47.12 FEET TO THE POINT OF TANGENCY; THENCE S20°35'30"E FOR 121.86 FEET TO A POINT OF CURVATURE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 177.42 FEET, DELTA ANGLE 51°07'46", CHORD DISTANCE 153.12 FEET) FOR 158.32 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS 84.05 FEET, DELTA ANGLE 31°40'05", CHORD DISTANCE 45.86 FEET) FOR 46.46 FEET; THENCE S66°48'10"E FOR 10.97 FEET; THENCE S01°07'49"E ALONG A LINE PERPENDICULAR TO THE SOUTH LINE OF SAID SECTION 7 FOR 479.08 FEET; THENCE S88°52'11"W ALONG A LINE PARALLEL WITH AND 225 FEET (AS MEASURED AT RIGHT ANGLES) NORTH OF THE SOUTH LINE OF SAID SECTION 7 FOR 1838.46 FEET; THENCE S00°25'52"E ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7 FOR 197.84 FEET; THENCE N67°20'40"W ALONG THE NORTH RIGHT OF WAY LINE OF PARK ROAD (25 FEET FROM CENTERLINE, SAID CENTERLINE BEING ALSO THE SOUTH LINE OF SAID SECTION 7) FOR 217.48 FEET; THENCE N00°28'33"W FOR 177.10 FEET; THENCE N67°59'18"W FOR 2687.07 FEET; THENCE N00°00'17"E FOR 339.79 FEET; THENCE WEST FOR 9 FEET TO THE WATERS OF A CANAL; THENCE ALONG THE WATERS OF A CANAL N00°00'17"E FOR 812.07 FEET; THENCE EAST FOR 8 FEET TO NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE S72°42'23"E ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 7 FOR 131.96 FEET; THENCE N00°00'17"E FOR 1234.02 FEET TO THE CENTERLINE OF A FLORIDA POWER AND LIGHT EASEMENT; THENCE S78°27'17"E ALONG THE CENTERLINE OF A FLORIDA POWER AND LIGHT COMPANY EASEMENT (100 FEET WIDE) FOR 1233.95 FEET; THENCE S00°14'05"E ALONG THE EASE LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 7 FOR 1365.25 FEET; THENCE S72°42'23"E ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 7 FOR 1404.15 FEET; THENCE S84°45'19"E ALONG SAID NORTH LINE FOR 1476.70 FEET; THENCE S21°00'00"E FOR 364.47 FEET; THENCE N69°24'30"E FOR 452.40 FEET TO THE AFORSAID WESTERLY RIGHT-OF-WAY LINE OF U.S. 41 (S.R.#45); THENCE S20°35'30"E FOR 70.00 FEET ALONG SAID LINE TO THE POINT-OF-BEGINNING.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

RECD 1852PG083H

Member Directory

EXHIBIT "A-1"

LOT #	Owner(s) Name(s)	House #	STRAP/PID #	Mailing address - Street	City State
1	Gavin Riches	5010	07-46-25-05-00000.0010	5010 Harborage Drive	Fort Myers, FL 33908
2	Gavin Riches	5020	07-46-25-05-00000.0020	5010 Harborage Drive	Fort Myers, FL 33908
3	MAGNANTE BARBARA T TR FOR MAGNANTE LIVING TRUST	5030	07-46-25-05-00000.0030	5030 Harborage Drive	Fort Myers, FL 33908
4	SZCZEPANIAK ALBERT M + JOANNE	5040	07-46-25-05-00000.0040	5040 Harborage Dr	Fort Myers, FL 33908
5	POLLERT FREDERICK M + KAREN L	5050	07-46-25-05-00000.0050	425 Lasher Dr.	Seymour, IN 47274
6	FRYE KATHERINE L	5070	07-46-25-05-00000.0060	5070 Harborage Drive	Fort Myers, FL 33908
7	OLSON RICHARD A & OLSON PRUDENCE K	5080	07-46-25-05-00000.0070	11850 DR MARTIN LUTHER KING ST, APT 5104	SAINT PETERSBURG FL 33716
8	Helmut Kraut	5090	07-46-25-05-00000.0080	St Augustinussr 62	81825 Munchen, Germany
9	Christopher D & Haley Godfrey	5100	07-46-25-05-00000.0090	5100 Harborage Drive	Fort Myers, FL 33908
10	Zoltan & Eniko Bereczki	5110	07-46-25-05-00000.0100	5110 Harborage Drive	Fort Myers, FL 33908
11	David W Fineman	5120	07-46-25-05-00000.0110	7040 Bergamo Way #202	Fort Myers, FL 33966
12	MUELLER THOMAS A + LAMPLEY JILL S J/T	5130	07-46-25-05-00000.0120	5130 Harborage Drive	Fort Myers, FL 33908
13	Michael & Traci Chaulk	5140	07-46-25-05-00000.0130	5140 Harborage Drive	Fort Myers, FL 33908
14	Richard L & Jennifer S Dobbs	5150	07-46-25-05-00000.0140	5601 HARBORAGE DR	FORT MYERS FL 33908
15	REYES JOSEPH I + DEE-REYES CHRISTINE B H/W	5160	07-46-25-05-00000.0150	5160 Harborage Drive	Fort Myers, FL 33908
16	Pierre Dufresne Melanie Cameron	5170	07-46-25-05-00000.0160	PO BOX 730	COLCHESTER VT 05446
17	LEACH DAVID J + ALBERTA J	5180	07-46-25-05-00000.0170	PO BOX 3707	VAIL CO 81658
18	Richard L & Arlene McCullough	5190	07-46-25-05-00000.0180	5190 Harborage Drive	Fort Myers, FL 33908
19	Harry E & Mary Jane McCullough	5200	07-46-25-05-00000.0190	5190 Harborage Drive	Fort Myers, FL 33908
20	Thomas H & ConnieL Eiffert	5210	07-46-25-05-00000.0200	508 Bon Air Road	Lansing, MI 48917
21	Gary L & Linda A Wenger	5220	07-46-25-05-00000.0210	5220 Harborage Drive	Fort Myers, FL 33908
22	Alain & Megan Colas	5230	07-46-25-05-00000.0220	5230 Harborage Drive	Fort Myers, FL 33908
23	Gary E Kruse	5240	07-46-25-05-00000.0230	5240 Harborage Drive	Fort Myers, FL 33908

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Member Directory

LOT #	Owner(s) Name(s)	House #	STRAP/PID #	Mailing address - Street	City State
24	Timothy D & Marilyn J Caughenbaugh H/W	5250	07-46-25-05-00000.0240	5250 Harborage Drive	Fort Myers, FL 33908
25	Steven M & Lorie Klonowski	5260	07-46-25-05-00000.0250	5260 Harborage Drive	Fort Myers, FL 33908
26	LANTZ EDWARD D + SANDRA K	5270	07-46-25-05-00000.0260	5270 Harborage Drive	Fort Myers, FL 33908
27	Barbara D Tellone	5300	07-46-25-05-00000.0270	129 Montrose Drive	Fort Myers, FL 33919
28	ROSS CATHERINE TR FOR Catherine Ross Trust	5310	07-46-25-05-00000.0280	33 Reiner Drive	Trumbull, CT 06611
29	Larry B & Deborah T Black	5320	07-46-25-05-00000.0290	5320 Harborage Drive	Fort Myers, FL 33908
30	Milton E & June E Hansen	5330	07-46-25-05-00000.0300	5330 Harborage Drive	Fort Myers, FL 33908
31	Theodore W & Tarry L Feiss	5340	07-46-25-05-00000.0310	19499 State Rt. 1	Lawrenceburg, IN 47025
32 & 33	Edward & Delores Dela Pena	5350	07-46-25-05-00000.0320	5350 Harborage Drive	Fort Myers, FL 33908
34	Todd M. Driscoll	5370	07-46-25-05-00000.0340	1746 Cascade Street	Pittsfield, MA 01201
35	Allen J Green	5380	07-46-25-05-00000.0350	6800 Deer Hill Dr	Clarkston, MI 48348
36	Stuart A & J Louise Senneff	5390	07-46-25-05-00000.0360	5390 Harborage Drive	Fort Myers, FL 33908
37	LORRAINE STRAYHORN MILLER, TRUSTEE of the Lorraine Strayhorn Miller Personal Residence Trust	5400	07-46-25-05-00000.0370	5400 Harborage Drive	Fort Myers, FL 33908
38	JAMES H MARTINO TRUST + RICOTTA KELLY	5410	07-46-25-05-00000.0380	2595 Parkview Drive	Niagra Falls, NY 14305
39	RIEGLER RONALD JOSEPH + WILLIAMS DEBRA M T/C	5420	07-46-25-05-00000.0390	5420 Harborage Drive	Fort Myers, FL 33908
40	Gale Bockholt	5430	07-46-25-05-00000.0400	121 E. Pago Pago Drive	Naples, FL 34113
41	David B & Debra Jennings	5440	07-46-25-05-00000.0410	5440 Harborage Drive	Fort Myers, FL 33908
42	Robert C & Linda C Smyth	5450	07-46-25-05-00000.0420	9006 Doyle Line	Chatham ON N7M 5J3 Canada
43	Victor & Lucy M Bard	5460	07-46-25-05-00000.0430	20301 Corkscrew Shores Blvd.	Estero, FL 33928
44	MEANS GERALD R + RADEMAKER SANDRA ANN H/W	5470	07-46-25-05-00000.0440	5470 Harborage Drive	Fort Myers, FL 33908

Member Directory

LOT #	Owner(s) Name(s)	House #	STRAP/PID #	Mailing address - Street	City State
45 & 46	Alexandra K & Robert M Allen	5480	07-46-25-05-00000.0450	5480 Harborage Dr.	Fort Myers, FL 33908
47	PAYNE MARK DOUGLAS	5500	07-46-25-05-00000.0470	892 White Clover Ben Road	Detroit Lakes, MN 56501
48	Charles & Sandra S Cooper	5510	07-46-25-05-00000.0480	5510 Harborage Drive	Fort Myers, FL 33908
49	Reza Hussain	5520	07-46-25-05-00000.0490	5520 Harborage Drive	Fort Myers, FL 33908
50	Paul W & Bonnie W Davis	5530	07-46-25-05-00000.0500	5530 Harborage Drive	Fort Myers, FL 33908
51	ALLEN ROSS S TR FOR ROSS S ALLEN TRUST	5540	07-46-25-05-00000.0510	P. O. Box 450/ 7999 Quaker Neck Rd.	Chestertown, MD 21620
52	HURT CHARLES E TRUSTEE FOR CHARLES E HURT TRUST	5550	07-46-25-05-00000.0520	11840 Metro Parkway	Fort Myers, FL 33966
53, 54 & 55	BURNUP RUSSELL J II L/E + BURNUP MARY ELEN BUNDSCHU L/E H/W	5560	07-46-25-05-00000.0530	5560 Harborage Drive	Fort Myers, FL 33908
56	Darryl S & Lisa N Lee	5600	07-46-25-05-00000.0560	5600 Harborage Drive	Fort Myers, FL 33908
57	REDMOND TIMOTHY P + CAROLE M	5620	07-46-25-05-00000.0570	5620 Harborage Drive	Fort Myers, FL 33908
58	Larry W & Karolyn Noughton	5630	07-46-25-05-00000.0580	5601 Harborage Drive	Fort Myers, FL 33913
59	BAMBL ERWIN TR FOR ERWIN BAMBL LIVING TRUST	5650	07-46-25-05-00000.0590	Friedenhain 53	Parkstetten, Germany 94365
60	John W Snead	5660	07-46-25-05-00000.0600	4790 BARKLEY CIR STE C103	Fort Myers, FL 33907
61	Nicholas D & Lisa C Chlumsky	5670	07-46-25-05-00000.0610	5670 Harborage Drive	Fort Myers, FL 33908
62	MADHAV GROUP LLC	5690	07-46-25-05-00000.0620	17569 Tamiami Trail Ste 120	Fort Myers, FL 33908

Member Directory

LOT #	Owner(s) Name(s)	House #	STRAP/PID #	Mailing address - Street	City State
LOT 63 + SLRY 1/2 LOT 64 ** See Note 1	PATEL GIRISH + HANSABEN	5700	07-46-25-05-00000.0630	5700 Harborage Drive	Fort Myers, FL 33908
LOT 65 + NLRY1/2 OF LOT 64 ** See Note 2	Philip H & Susan S Bartels	5720	07-46-25-05-00000.0650	52 Druid Ln	Riverside. CT 06878-1834
66	SIGG JONATHAN M + APRIL A	5730	07-46-25-05-00000.0660	5730 Harborage Drive	Fort Myers, FL 33908
67	Daniel T Barres	5740	07-46-25-05-00000.0670	PO Box 100750	Cape Coral, FL 33910
68	MATHURIN ALAIN & CHERYL L	5750	07-46-25-05-00000.0680	5750 Harborage Drive	Fort Myers, FL 33908
69	William R & Darlene S Maute	5760	07-46-25-05-00000.0690	5760 Harborage Drive	Fort Myers, FL 33908
70	MCKENNA MARY E + RONALD F	5770	07-46-25-05-00000.0700	5770 Harborage Dr.	Fort Myers, FL 33908
71	CARROLL RONALD L JR + LOCKWOOD TRACY R J/T	5780	07-46-25-05-00000.0710	5780 Harborage Dr.	Fort Myers, FL 33908
72	Terrance A & Jennifer Paul	5790	07-46-25-05-00000.0720	5790 Harborage Drive	Fort Myers, FL 33908
73	SMITH ROBERT J TR + SMITH DIANE E TR FOR DIANE E SMITH TRUST	5800	07-46-25-05-00000.0730	5800 Harborage Drive	Fort Myers, FL 33908
74	YEOWART DAVUD PAUL + YEOWART KAY MARIA H/W + YEOWART LEWIS DAVID + YEOWART SARAH KATHERINE J/T	5810	07-46-25-05-00000.0740	Upper Broadwater, Warrs Hill	North Chailey BN84JE UK
75	PENARANDA CARLO DELATORRE + PENARANDA DEXTER SOJUACO	5820	07-46-25-05-00000.0750	5820 Harborage Drive	Fort Myers, FL 33908
76	Walter & Alice Leffler	5870	07-46-25-05-00000.0760	5870 Harborage Drive	Fort Myers, FL 33908
77	BYCZEK RONALD TR FOR RONALD E BYCZEK TRUST	5900	07-46-25-05-00000.0770	5900 Harborage Drive	Fort Myers, FL 33908
78	Jerome J & Traci Ames	5930	07-46-25-05-00000.0780	5930 HARBORAGE DR	Fort Myers, FL 33908

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Member Directory

LOT #	Owner(s) Name(s)	House #	STRAP/PID #	Mailing address - Street	City State
79	TRETTENERO D SCOTT + CAROLEIGH	5960	07-46-25-05-00000.0790	5960 Harborage Drive	Fort Myers, FL 33908
80	Van & Prafulla Rana	5990	07-46-25-05-00000.0800	5990 Harborage Drive	Fort Myers, FL 33908
81	ROSE JOHN H	5831	07-46-25-05-00000.0810	5831 Harborage Drive	Fort Myers, FL 33908
82	ROSE JOHN H	5821	07-46-25-05-00000.0820	5831 Harborage Drive	Fort Myers, FL 33908
83	CORACE DUSTYN + AMANDA	5811	07-46-25-05-00000.0830	5811 Harborage Drive	Fort Myers, FL 33908
84	HARBORAGE VENTURE, LLC	5801	07-46-25-05-00000.0840	24520 Production Circle Ste 7	Bonita Springs, FL 34135
85	TAYLOR MICHAEL L + VICKI R	5791	07-46-25-05-00000.0850	5791 Harborage Drive	Fort Myers, FL 33908
86	ALLEN ROBERT M + ALEXANDRA K	5781	07-46-25-05-00000.0860	5480 Harborage Dr.	Fort Myers, FL 33908
87	Randy J & Laurie A Heintz	5771	07-46-25-05-00000.0870	5771 Harborage Drive	Fort Myers, FL 33908
	Jack D and Georgia M Smith (PENDING OWNER- to close 6/21/17)			135 Locust Valley Rd	Greensburg, PA 15601
88	PARKER JAMES F & DIANE L	5761	07-46-25-05-00000.0880	5761 Harborage Drive	Fort Myers, FL 33908
89	OLNEY CHRISTOPHER E + KRISTI J	5751	07-46-25-05-00000.0890	23250 El Dorado Blvd	Bonita Springs, FL 34134
90	Herbert B & Linda E Eddy	5741	07-46-25-05-00000.0900	5741 Harborage Drive	Fort Myers, FL 33908
91	Judith Wiliams Spann	5731	07-46-25-05-00000.0910	5731 Harborage Drive	Fort Myers, FL 33908
92	Gregory J & MarleneE Russo	5721	07-46-25-05-00000.0920	5721 Harborage Drive	Fort Myers, FL 33908
93	HOWELL RONALD W TR + HOWELL JOSEPHINE M TR	5711	07-46-25-05-00000.0930	5711 Harborage Drive	Fort Myers, FL 33908
94	ZULLO ANDREW J + MILLIGAN KRISTIN A	5701	07-46-25-05-00000.0940	5701 Harborage Drive	Fort Myers, FL 33908
95	Herbert & Mary Jo Linn	5691	07-46-25-05-00000.0950	5691 Harborage Drive	Fort Myers, FL 33908

Member Directory

LOT #	Owner(s) Name(s)	House #	STRAP/PID #	Mailing address - Street	City State
96	MOLNAR MIKLOS + JOAN P TR FOR MOLNAR FAMILY TRUST	5681	07-46-25-05-00000.0960	5681 Harborage Drive	Fort Myers, FL 33908
97	GDM ACQUISITIONS LLC	5671	07-46-25-05-00000.0970	17611 Boat Club Drive	Fort Myers, FL 33908
98	Fred G & Patricia DaCosta	5661	07-46-25-05-00000.0980	56 McKenna Ridge Rd	East Falmouth, MA 02535
99	RUDAN MICHAEL ANTHONY + BRENDA	5651	07-46-25-05-00000.0990	5651 Harborage Drive	Fort Myers, FL 33908
100	Corbyn L & Christine Hightower	5641	07-46-25-05-00000.1000	5641 Harborage Drive	Fort Myers, FL 33908
101	Nicholas D & Lisa C Chlumsky	5631	07-46-25-05-00000.1010	5670 Harborage Drive	Fort Myers, FL 33908
102	LEE CHERYL A + LEE KENNETH J	5621	07-46-25-05-00000.1020	5621 Harborage Drive	Fort Myers, FL 33908
103	Robert J & Charisse Thomas	5611	07-46-25-05-00000.1030	5611 Harborage Drive	Fort Myers, FL 33908
104	RICHARD L & JENNIFER S DOBBS	5601	07-46-25-05-00000.1040	5601 Harborage Drive	Fort Myers, FL 33908
106	BENNETT RICHARD C TR FOR RICHARD C BENNETT TRUST	5581	07-46-25-05-00000.1060	710-2 Diamond Lake Road	Mundelein, IL 60060
107	AGOPSOWICZ GARY JAMES & FIFELSKI ANGELA MIA	5571	07-46-25-05-00000.1070	5571 Harborage Drive	Fort Myers, FL 33908
108	HUDOR MICHAEL T + JUDITH A TR FOR HUDOR TRUST	5561	07-46-25-05-00000.1090	5561 Harborage Drive	Fort Myers, FL 33908
109	Jose I & Sonia Reyes	5551	07-46-25-05-00000.1090	5551 Harborage Drive	Fort Myers, FL 33908
110	Jeremy Tamir & Dorit Tamir Lobkirc H/W	5541	07-46-25-05-00000.1100	5541 Harborage Drive	Fort Myers, FL 33908
111	James & Deena Parker	5531	07-46-25-05-00000.1110	5531 Harborage Drive	Fort Myers, FL 33908
112	JACKSON ILSE-MONIKA TR FOR HAROLD W JACKSON + ILSE-MONIKA TRUST	5521	07-46-25-05-00000.1120	5521 Harborage Drive	Fort Myers, FL 33908
113	MORELLO ANTHONY V + MURRAY KELLY E J/T	5511	07-46-25-05-00000.1130	3365 Elliott Blvd	Oceanside, NY 11572

Member Directory

LOT #	Owner(s) Name(s)	House #	STRAP/PID #	Mailing address - Street	City State
114	ChristopherM & Kalandra Lewis	5501	07-46-25-05-00000.1140	5501 Harborage Drive	Fort Myers, FL 33908
115	Clyde & Ella Mae Perfect	5491	07-46-25-05-00000.1150	19254 Perfect Place Lane	Lawrenceburg, IN 47025
116	COMBS CARLA S L/E	5481	07-46-25-05-00000.1160	5481 Harborage Drive	Fort Myers, FL 33908
117	SIMON JOHN T + JOAN Z	5471	07-46-25-05-00000.1170	5471 Harborage Drive	Fort Myers, FL 33908
118	VASBINDER BUDDY E + RITCH ROXANNE L J/T Roxanne Ritch	5461	07-46-25-05-00000.1180	5461 Harborage Drive	Fort Myers, FL 33908
119	Dmytro & Niki Zenczak	5451	07-46-25-05-00000.1190	5451 Harborage Drive	Fort Myers, FL 33908
120	Mary Ann Bucceroni	5441	07-46-25-05-00000.1200	5441 Harborage Drive	Fort Myers, FL 33908
121	Todd A & Linda J Heussner	5431	07-46-25-05-00000.1210	431 Harborage Drive	Fort Myers, FL 33908
122	Peter J & Johanna Spiropoulos	5421	07-46-25-05-00000.1220	5421 Harborage Drive	Fort Myers, FL 33908
123	Peter S & Georgette Block	5411	07-46-25-05-00000.1230	5411 Harborage Drive	Fort Myers, FL 33908
124	Roy S & Debra M Locascio	5401	07-46-25-05-00000.1240	5401 Harborage Drive	Fort Myers, FL 33908
125	DINH DUONG M + NGUYEN JULIE G H/W	5391	07-46-25-05-00000.1250	5391 Harborage Drive	Fort Myers, FL 33908
126	Fredrick E Zoeller	5381	07-46-25-05-00000.1260	225 E SOUTH TRAIL	TIFFIN OH 44883
127	SEVCIK EDWARD J + PATRICIA A	5371	07-46-25-05-00000.1270	5371 Harborage Drive	Fort Myers, FL 33908
128	Roger C Parsons	5361	07-46-25-05-00000.1280	5361 Harborage Drive	Fort Myers, FL 33908
129	Stephen D & Charlotte D Hester	5341	07-46-25-05-00000.1290	5341 Harborage Dr	Fort Myers FL 33908
130	Randy A & Clarita F Fogel	5331	07-46-25-05-00000.1300	5331 Harborage Drive	Fort Myers, FL 33908
131	Robert A & Caryl A Serbin	5321	07-46-25-05-00000.1310	5321 Harborage Drive	Fort Myers, FL 33908
132	MASON LEAH + GREENAWAY ALBERT D	5311	07-46-25-05-00000.1320	5311 Harborage Drive	Fort Myers, FL 33908

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INSTR # 2017000227353 Page Number: 23 of 45
Landmark Web Official Records Search

Member Directory

LOT #	Owner(s) Name(s)	House #	STRAP/PID #	Mailing address - Street	City State
133	UNKNOWN HEIRS OF NELSON HELEN O	5301	07-46-25-05-00000.1330	5301 Harborage Drive	Fort Myers, FL 33908
134	CAVALCANTE FERNANDO ANTONIO L, CAVALCANTE ANA MARIA DE S R H/W	5281	07-46-25-05-00000.1340	5281 Harborage Dr	Fort Myers, FL 33908

**Note 1: The full legal description for Patel, Girish & Hansaben, 07-46-25-05-00000.0630 is as follows:

Lot 63 and part of Lot 64 of THE HARBORAGE SUBDIVISION, as recorded in Plat Book 38, Pages 4 thru 9, of the Public Records of Lee County, Florida; being more particularly described as follows:

Beginning at the Southwest corner of said Lot 63, also being a point on the easterly right-of-way line of Harborage Drive (35' wide), thence run 28.50 feet along the arc of a curve to the right. (Having a radius of 252.50 feet, a delta of 6 degrees 28'05", a chord bearing and distance of N 40 degrees 30'43"E, 28.49 feet) to a point of reverse curvature, thence; run 127.62 feet along the arc of the reverse curve to the left (having a radius of 320.00 feet, a delta of 22 degrees 51'01", a chord bearing and distance of N 34 degrees 08'53" E, 126.78 feet), thence; South 69 degrees 44'39" E, A distance of 221.60 feet to a point on the east boundary of said Lot 64, thence; S 08 degrees 51'55" W, a distance of 78.98 feet to the northeast corner of said Lot 63, thence S 73 degrees 43'46" W, along the East Boundary of Said Lot 63, a distance of 136.68 feet to the southeast corner of said Lot 63, thence N 66 degrees 56'31" W, along the south boundary of said lot 63 a distance of 164.00 feet to the point of beginning.

97 NOV 17 AM 8:42

**Note 2: The full legal description for Philip H. & Susan S. Bartels, 07-46-25-05-00000.0650 is as follows:

Lot 65 and part of Lot 64 of The Harborage Subdividsion, as recorded in Plat Book 38, Pages 4 through 9, of the Public Records of Lee County, Florida; being more particularly described as follows:

Beginning at the Northwest corner of said Lot 65, thence: South 84° 29'50"East, along the North boundary of said Lot 65, a distance of 188.47 feet to the Northeast corner of said Lot 65; thence: South 02° 19'00" East, along the Easterly boundary of said Lot 65, a distance of 130.00 feet, to the Southeast corner of said Lot 65 (also being the Northeast corner of said Lot 64); thence: South 08° 51'55" West, along the Easterly boundary of said Lot 64, a distance of 38.98 feet; thence: North 69° 44'39" West, a distance of 221.60 feet to a point on a non-tangent curve to the left, said curve being the Easterly right-of-way line of Harborage Drive (35' wide); thence: run along the arc of said curve 108.68 feet (having a radius of 320.00 feet, a delta of 19° 27'33", a chord bearing and distance of North 11° 09'59" East, 108.16 feet), to a point of tangency; thence: continue along the Easterly right-of-way line, North 01° 26'13" East, a distance of 3.64 feet to the point of beginning.

Parcel Identification Number: 07-46-25-05-00000.0650

https://or.leeclerk.org/LandMarkWeb/search/index?theme=.blue&section=searchCriteriaName&quickSearchSelection=#

EXHIBIT "B"

"COMMERCIAL TRACT"

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 7, THENCE N01°05'06"W ALONG THE WEST LINE OF SAID SECTION FOR 656.23 FEET TO AN INTERSECTION WITH THE NORTHLINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SOUTHEAST QUARTER; THENCE N87°56'36"W ALONG SAID LINE FOR 460.73 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. 41 (SR 45) AND THE POINT-OF-BEGINNING; THENCE N20°35'30"W ALONG SAID RIGHT-OF-WAY LINE FOR 539.05 FEET; THENCE S69°24'30"W FOR 254.50 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 30.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° FOR 47.12 FEET TO A POINT OF TANGENCY; THENCE S20°35'30"E FOR 171.86 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 177.42 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°07'46" FOR 158.32 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 84.05 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°40'05" FOR 46.46 FEET TO A POINT OF TANGENCY; THENCE S66°48'10"E FOR 10.97 FEET TO AN INTERSECTION WITH THE AFORSAID NORTH LINE OF THE SOUTH HALF, OF THE SOUTH HALF, OF SAID SOUTHEAST QUARTER; THENCE S87°56'36"E ALONG SAID LINE FOR 400.00 FEET TO THE POINT-OF-BEGINNING CONTAINING 3.312 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

OFF REC 1852 PG 0835

PREPARED BY:
LEE COUNTY ENGINEERING, INC.
1550 CARSON ST.
FORT MYERS, FL. 33902

JAMES L. CLEMENTS, P.L.S. #4091

"COMMERCIAL TRACT "

NOVEMBER 19, 1985
JOB # 830163

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 7, THENCE N01°05'06"W ALONG THE WEST LINE OF SAID SECTION FOR 656.23 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SOUTHEAST QUARTER; THENCE N87°56'36"W ALONG SAID LINE FOR 460.73 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. 41 (S.R. #45); THENCE N20°35'30"W ALONG SAID LINE FOR 609.05 FEET FOR A POINT-OF-BEGINNING; THENCE S69°24'30"W FOR 452.40 FEET; THENCE N21°00'00"W FOR 364.47 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH HALF OF SAID SOUTHEAST QUARTER; THENCE S84°45'19"E FOR 505.53 FEET TO THE AFORSAID WESTERLY RIGHT-OF-WAY LINE OF U.S. 41 (S.R. #45); THENCE S20°35'30"E ALONG SAID LINE FOR 144.15 FEET TO THE POINT-OF-BEGINNING CONTAINING 2.645 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

RECORDED 1852 PG 0036

Prepared by:
Lee County Engineering, Inc.
1550 Carson St.
Fort Myers, Fl. 33902

11-25-85
James L. Clements, P.L.S. #4091

EXHIBIT "C"

FILED

ARTICLES OF INCORPORATION

OF

1995 DEC 12 AM 8 33

THE HARBORAGE OWNERS' ASSOCIATION, INC. SECRETARY OF STATE
TALLAHASSEE, FLORIDA

These articles are created for the purpose of organizing a Florida corporation not-for-profit pursuant to Part I of Chapter 617 of the Florida Statutes.

1. NAME. The name of this corporation shall be THE HARBORAGE OWNERS' ASSOCIATION, INC.

2. TERM OF EXISTENCE. The existence of this corporation ("Association") will commence upon the filing of these Articles with the Department of State of the State of Florida and shall continue thereafter in perpetuity.

3. PURPOSE. This Association is organized for the purpose of promoting the health, safety and welfare of the owners ("LOT OWNERS") included within the subdivision of real property located in Lee County, Florida, which is known as "The Harborage", according to the plat now or hereafter recorded in the public records of Lee County, Florida ("ORIGINAL PROPERTY"), and, each addition ("ADDITION") thereto, made with the consent of the developer ("DEVELOPER") of the Original Property. Any Addition shall be of a written declaration which is made of public record in said County and clearly states an intention that the terms and provisions of the Declaration which is hereinafter described is to be applicable to the Addition. Both the Original Property and all Additions are referred to as the "SUBDIVISION". The Association shall have all powers available to not for profit corporations. Among the particular duties of the Association are the following, and those set out in other articles:

3.1. Review plans and specifications of proposed buildings and other improvements to be constructed within the Subdivision to ascertain whether they comply with the "DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE HARBORAGE SUBDIVISION" ("DECLARATION") which shall be recorded in the public records of Lee County and if they comply, approve them, or if they do not comply, disapprove them;

3.2. Maintain the Lakes, Easements, and other Common Areas located within the Subdivision, and maintain, repair and replace those improvements which are not within the Common Area intended for the common use of Lot Owners (and not of a private nature), to the extent not maintained, repaired or replaced by others;

3.3. Do and perform the obligations imposed upon it by the Declaration and otherwise enforce the terms, provisions and conditions of the Declaration;

3.4. To fix assessments against Lots included in the Subdivision ("LOTS"), assess the Lot Owners and collect

assessments from the Lot Owners as may be necessary for Association purposes. Provide lot owners with information regarding hazards of, and protective measures to undertake, in the event of, hurricanes.

The foregoing specific duties and responsibilities are not to be construed in any way as limiting the powers of the Association.

MEMBERSHIP. Every person or entity who is, from time to time, the record owner of a Lot within the Subdivision will be a member of the Association, but only for so long as he is the record owner of a Lot; however, any such person or entity who holds record title merely as security for the payment of an indebtedness or the performance of an obligation will not be a member. Membership will be appurtenant to, and may not be separated from, the ownership of a Lot.

4.1. VOTING. Each Lot Owner will be entitled to cast one (1) vote for each Subdivision Lot he owns. The Developer, as a Lot Owner, shall also be entitled to one (1) vote for each Lot owned.

4.2. MULTIPLE OWNERS OF ONE LOT. If a single Lot is owned by more than one person, or entity, any one of the owners of the Lot may cast the vote with respect to that Lot. If more than one of them is present and makes it known that he wants to cast the vote, the vote will be cast by the one of them whose name would be first, if their names were arranged in alphabetical order, by last name first, then by first name.

4.3. ACTION WITHOUT MEETINGS. Any action which could be taken by Lot Owners at a membership meeting may be taken without the necessity of a meeting if approved in writing by Lot Owners having the right to cast sufficient votes to approve the action if taken at a meeting.

5. OFFICERS. The Association will have a President, a Vice-President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create. Two or more offices may be held by the same person, except as may be prohibited by law. Officers will be elected by the Board of Directors for a term of one (1) year, in accordance with the Bylaws, but may be removed with or without cause by the Directors at any time.

6. DIRECTORS. The affairs of the Association will be managed by a Board of Directors consisting of five (5) members, initially. The number of members constituting the Board of Directors may, from time to time, be increased or decreased by the members, as may be provided in the Bylaws, but will never be less than three (3).

6.1. TERMS OF OFFICE. Directors will generally serve a term of one (1) year each and shall be elected at the annual meeting of the membership. However, the members of the Board of Directors will serve until their successors are elected and qualify. In the case of a vacancy upon the Board of Directors, whether occasioned by the resignation or removal of a member or the creation of a new directorship, the vacancy will be filled by the person elected by the remaining Board of Directors and the newly appointed member will serve until the next election of Directors.

6.2. ELECTION BY MEMBERS. The members of the Board of Directors will be elected by the membership (including the Developer, as a Lot Owner and as a member of the Association, by reason of being a Lot Owner). Every Director elected will be either a member of the Association, or, in the case of an entity member, an officer, general partner or trustee of that member, as the case may be. All elections will be by plurality of votes, and the member of the Board of Directors receiving the largest number of votes shall be the Chairman of the Board of Directors.

7. ASSESSMENTS. The Board of Directors will make, levy and collect assessments from Lot Owners as provided in these articles.

7.1. PREPARATION OF ANNUAL BUDGET. As soon as practical following the recording of the Declaration, the Board of Directors will prepare a budget for the remainder of the calendar year during which the Declaration is recorded. On or before December 1, of any calendar year, the Board of Directors will prepare a budget for the immediately next following calendar year. As soon as practical following the preparation of a budget, a copy will be sent to each Lot Owner. Failure of the Board of Directors to prepare the budget timely will not, however, invalidate any assessment.

7.2. AMENDMENTS TO BUDGET. Periodically during any calendar year, the Board of Directors may amend the budget for that calendar year. When amended, the Board of Directors will send a copy of the amended budget to each Lot Owner.

7.3. RESERVE FUND. The Association shall establish and maintain an adequate reserve fund for periodic repairs and replacement of improvements to the common areas which the Association may be obligated to maintain. The fund shall be maintained out of regular assessments as set out below.

7.4. MAKING ASSESSMENTS. When a budget or amended budget is adopted by the Board of Directors, the Board of Directors will assess each Lot by sending a bill to

each Lot Owner for the amount of the assessment against his Lot. Each bill sent will include a statement, in form and content substantially as follows:

> THE ASSOCIATION HAS PREPARED A BUDGET OR AMENDED BUDGET OF FUNDS REQUIRED FOR THE ASSOCIATION TO FUNCTION. THE PORTION WHICH IS ASSESSED AGAINST LOT ____ IS THE SUM OF $_____. IF THIS SUM IS NOT PAID WITHIN THIRTY (30) DAYS OF THE DATE OF THIS ASSESSMENT, A NOTICE OF LIEN WILL BE FILED AGAINST THE LOT, BY THE ASSOCIATION, AND THE ASSESSMENT WILL COMMENCE TO ACCRUE INTEREST AT THE MAXIMUM RATE ALLOWABLE BY LAW. IF THE ASSESSMENT, TOGETHER WITH ACCRUED INTEREST, IS NOT PAID WITHIN NINETY (90) DAYS OF THE DATE OF THIS ASSESSMENT, THE ASSOCIATION WILL COMMENCE PROCEEDINGS TO FORECLOSE THE LIEN AGAINST THE LOT AND OTHERWISE COLLECT THE ASSESSMENT AND ACCRUED INTEREST. ALL COSTS INCURRED BY THE ASSOCIATION IN COLLECTING THE ASSESSMENT AND ACCRUED INTEREST WILL LIKEWISE BE A LIEN OR CHARGE AGAINST THE LOT, COLLECTIBLE IN THE SAME MANNER.

7.5. RATE OF ASSESSMENT. All Lots shall be assessed equally, except as provided in the deed of restrictions for the subdivision regarding failure of owners to meet specific obligations.

7.6. NAMES AND ADDRESSES. It will be the sole responsibility of the owner of a Lot to notify the Association of the correct name of the owner and the address of the owner, and to notify the Association of any change in either. All things sent or delivered to the last known owner at his last known address, will be deemed conclusively to have been sent to the actual owner, at his actual address. In any event, the failure of the Owner of a Lot to actually receive any budget, amended budget or assessment bill will not invalidate the budget, assessment, lien or other claim of the Association.

7.7. COLLECTION EFFORTS. If an assessment bill is not paid within thirty (30) days of the date sent to Lot Owner, the Association will file a notice of lien against the Lot. If the amount of the assessment, together with accrued interest is not paid in full within ninety (90) days of the date the assessment bill is sent to the Lot Owner, the Association will commence proceedings to foreclose the lien for and otherwise collect the same and prosecute it diligently, unless the Board of Directors should determine that a delay is appropriate under the circumstances.

7.8. FIRST ASSESSMENT. The Association's first budget will be funded by assessments on all Lots which begin on the date of the first Lot sale. If the Lot sale occurs on a date other than the contemplated due date for regular

assessments, the assessment shall be prorated to the next regular payment date.

8. SUBSCRIBERS AND INITIAL OFFICERS AND DIRECTORS. The name and address of the subscribers of these Articles of Incorporation, who shall serve as the directors of the Association until the first election thereof, and who are to serve as the officers of the Association until the first election or appointment are as follows:

Name and Address of Director	Office
Chris Bundschu 5900 Enterprise Parkway Fort Myers, Florida 33905	President/Director
Dan Kraft 5900 Enterprise Parkway Fort Myers, Florida 33905	Vice-President/ Director
Gayle Bundschu 5900 Enterprise Parkway Fort Myers, Florida 33905	Secretary-Treasurer Director
Harvey Youngquist 5900 Enterprise Parkway Fort Myers, Florida 33905	Director
Henry L. Vettraino, Jr. 5900 Enterprise Parkway Fort Myers, Florida 33905	Director

9. BYLAWS & AMENDMENT OF ARTICLES.

9.1. The Bylaws will be adopted and may be amended by the Directors or the members, consistent with these Articles and the Declaration, except that those adopted by the members may only be altered, amended or repealed by the members. These Articles may be amended by the Board of Directors with the consent of at least seventy-five (75%) percent of the votes in the Owners' Association. Notwithstanding the foregoing, neither the Articles nor the Bylaws may be amended without the consent and approval of The Harborage Development Company, Inc., a Florida corporation, as long as it owns either a Lot included in the Subdivision, or real property which is contiguous to the Subdivision.

10. REGISTERED AGENT & OFFICE. The name of the Association's initial registered agent and its initial registered office is as follows:

Chris Bundschu
5900 Enterprise Parkway
Fort Myers, Florida 33905

11. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

11.1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts aid in settlement and reasonable expenses, including attorney's fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such actin was unlawful.

11.2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he serves at the request of the Association, against the reasonable expenses, including attorney's , actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

11.3. The Board of Direc[illegible] shall determ[illegible] whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

11.4. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

12. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association or other organization in which one or more of its Directors or officers are Directors or officers, have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participated in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

13. DISSOLUTION OF ASSOCIATION. No portion of the net earnings of the Association will inure (upon dissolution of the Association or otherwise) to the benefit of any private person, other than as a direct result of the Association engaging in one or more of the activities which are consistent with and within the scope of its purpose. Subject to the foregoing, upon the dissolution of the Association, all of its assets remaining after adequate provision is made for the payment of its creditors and the costs and expenses of dissolution will be distributed in the following manner:

13.1. SURFACE WATER MANAGEMENT SYSTEM. Property and interests in property, whether real, personal or mixed, which constitutes or is directly or indirectly related to the surface water management system, if any, will be dedicated to the appropriate governmental agency or contributed to a similar non-profit association or organizationas required by the South Florida Water Management District, if

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any. This provision may not be amended without the consent and approval of South Florida Water Management District.

13.2. OTHER PROPERTY. Property and interests in property, whether real, personal or mixed, which do not constitute or which are neither directly or indirectly related to the surface water management system, if any, will be distributed subject to Paragraph 14 of these Articles in the following manner:

(a) DEVELOPER'S DESIGNEE. To the person, firm or Association designated by the Developer; or,

(b) OWNER'S DESIGNEE. If the Developer fails or refuses to make any such designation, then, to the person, firm or Association designated by the largest number of owners entitled to cast votes on matters coming before the membership who actually cast votes.

14. DECLARATION OF INTENTION. The Incorporators and the Developer intend that the Association be eligible for treatment as a tax-exempt organization described in Section 528 of the Internal Revenue Code of 1954, as amended, or in the corresponding provisions of any subsequent legislation ("HOMEOWNERS ASSOCIATION").

14.1. RESTRICTIONS ON ASSOCIATION'S ACTIVITIES. Notwithstanding any other provisions contained in these Articles, the Association may only engage in those activities, matters and things which Homeowners' Associations which are so exempt from taxation are permitted to engage in, and will refrain from engaging in those activities, matters and things which Homeowners' Associations so exempt from taxation are prohibited to engage in.

14.2. INTERPRETATION. The Articles of Incorporation of the Association will be construed and interpreted in a manner consistent with the requirements for Homeowners' Associations to be tax-exempt. By way of illustration, Paragraph 12 will be construed and interpreted as prohibiting and not otherwise permitting any part of the net earnings of the Association to inure to the benefit of any private person other than as a direct result of the Association engaging in one or more exempt functions, as required by Treasury Regulation Section 1.528-7.

14.3. AMENDMENTS. These Articles will be amended, from time to time, only in a manner consistent with the requirements for Homeowners' Associations which are tax-exempt.

IN WITNESS WHEREOF, the said subscribers have hereto set their hands and seals this 22 day of NOVEMBER, 1985.

EXHIBIT "C", cont.

ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION

Pursuant to the provision of Section 617, Florida Statutes, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation.

FIRST: The name of the corporation is The Harborage Owners' Association, Inc.

SECOND: The attached amendments to the Articles of Incorporation were adopted by the membership.

THIRD: The attached amendments to the Articles of Incorporation were adopted by the required vote of the members by written consent pursuant to Article 4.3 of the Articles of Incorporation and Section 617.0701(4), Florida Statutes.

FOURTH: The number of votes cast were sufficient for approval.

FILED
04 MAY -7 AM 11:02
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

WITNESSES:
(TWO)

Signature
CHARLENE Maybin-Lane
Printed Name

Signature
CHARLENE Maybin-Lane
Printed Name

THE HARBORAGE OWNERS' ASSOCIATION, INC.

BY: _____
Harley Heim, President

Date: 4-26-04

(CORPORATE SEAL)

ATTEST: _____
Greg Russo, Secretary R0002906 4336C
EXP 2006

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 26th day of April, 2004 by Harley Heim as President of The Harborage Owners' Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) Personally known as identification and did take an oath.

OFFICIAL NOTARY SEAL
CHARLENE MAYBIN-LANE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD163623
MY COMMISSION EXP. NOV. 16 2006

_____
Notary Public
CHARLENE Maybin-Lane
Printed Name

My commission expires: NOV 16 2006

232676_1.DOC

Amendment No. 1: Article 5, Articles of Incorporation

5. OFFICERS. The Association will have a President, a Vice-President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create. Two or more offices may be held by the same person, except as may be prohibited by law. Officers will be elected by the Board of Directors ~~for a term of one (1) year,~~ in accordance with the Bylaws, but may be removed with or without cause by the Directors at any time.

****

Amendment No. 2: Article 6, Articles of Incorporation

6. DIRECTORS. The affairs of the Association will be managed by a Board of Directors consisting of ~~five (5)~~ seven (7) members~~, initially~~. The number of members constituting the Board of Directors may, from time to time, be increased or decreased by the members, as may be provided in the Bylaws, but will never be less than ~~three (3)~~ five (5).

6.1. TERMS OF OFFICE. Directors ~~will generally serve a term of one (1) year each~~ and shall be elected at the annual meeting of the membership. The term of office shall be as stated in the Bylaws. However, the members of the Board of Directors will serve until their successors are elected and qualify. In the case of a vacancy upon the Board of Directors, whether occasioned by the resignation or removal of a member or the creation of a new directorship, the vacancy will be filled by the person elected by the remaining Board of Directors and the newly appointed member will ~~serve until the next election of Directors~~ fulfill the unexpired term of the Board member which he was appointed to replace.

(Remainder of Article 6 Remains Unchanged)

EXHIBIT "D"

RESTATED BYLAWS
OF
THE HARBORAGE OWNERS' ASSOCIATION, INC.

The following constitute the Bylaws of THE HARBORAGE OWNERS' ASSOCIATION, INC. ('CORPORATION"), a Florida Corporation not for profit organized pursuant to Part 1 of chapter 617 of the Florida Statutes, as the same were adopted by the Board of Directors of the Corporation (hereinafter called the "ASSOCIATION") at the first meeting thereof held on the 23rd day of June, 1986, at 5900 Enterprise Parkway, Fort Myers, Florida 33905, and as amended by that certain Certificate of Amendment recorded at Official Records Book 4304, Page 2057, of the Public Records of Lee County, Florida and by that certain Certificate of Amendment to the Bylaws of The Harborage Owners' Association, Inc., recorded at Instrument No. 2009000053056 of the Public Records of Lee County, Florida. *This Restated Bylaws of The Harborage Owners' Association is intended to integrate and restate the existing Bylaws and all of the amendments thereto into a single instrument to make the complete Bylaws, as amended, easier to read. No amendments to the existing Bylaws are intended by this restatement.*

1. MISCELLANEOUS MATTERS

1.1 NAME AND ADDRESS

This Association shall be known as THE HARBORAGE OWNERS' ASSOCIATION, INC. Initially, the principal business address of the Association shall be 5900 Enterprise Parkway, Fort Myers, Florida 33905. The principal business address of the Association may, however, be changed from time to time, and the Association may have additional business addresses, as may be determined from time to time by the Directors.

1.2 PURPOSE

The purpose for which this Association has been organized is to promote the health, safety and welfare of the owners of lots ("LOT OWNERS"), which may be included in THE HARBORAGE SUBDIVISION ("SUBDIVISION"), according to the Plat thereof, referred to in the Articles of Incorporation ("ARTICLES").

2. MEMBERSHIP

2.1 MEMBERSHIP

All Lot Owners shall be members of the Association as more particularly set forth in the Articles.

2.2 ANNUAL MEETING

The annual meeting of the membership of this Association shall be held at a place and time during January to be designated by the President. One of the purposes of which shall be the election of the Board of Directors for the ensuing calendar year, all of whom shall take office upon election.

2.3 SPECIAL MEETINGS

Special meetings may be held at the call of the President, by request of a majority of the members of the Board of Directors, or by members entitled to cast twenty-five (25%) percent of the votes at a meeting.

2.4 NOTICE

At least ten (10) days written notice of each meeting, whether annual or special, shall be mailed to each and every member of the Association at his last known address.

2.5 ORDER OF BUSINESS

Order of business at annual meeting:

2.5.1 Roll Call;
2.5.2 Reading of Notice of Meeting;
2.5.3 Reading of Minutes of Previous Meeting;
2.5.4 Report of President;
2.5.5 Report of Treasurer;
2.5.6 Report of the Secretary;
2.5.7 Reports of Committees;
2.5.8 Election of Directors;
2.5.9 Transaction of Other Business mentioned in the Notices;
2.5.10 Adjournment.

2.6 QUORUM

A majority of the members (by number of votes) shall constitute a quorum for the transaction of business, but if there shall be less than a quorum present at any meeting, a majority of those present may adjourn the meeting from time to time and place to place.

2.7 VOTING

2.7.1 Every member shall have the right to vote as set forth in the Articles. The right to vote shall be exercisable in person or in proxy.

2.7.2 Any action required by law, these Bylaws, or the Articles to be taken at any annual or special meeting of the members, or any action which may be taken by any annual or special meeting, without prior notice and without a vote, if a consent, in writing, setting forth the action so taken, shall be signed by members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

2.8 TRANSACTION OF BUSINESS WITHOUT A MEETING

Any business which might be transacted by the members at any regular or special meeting may be transacted by the members without the necessity of a formal meeting if consented to in writing by members entitled to cast sufficient votes at the meeting to transact that business, as provided in Paragraph (2.7.2) above.

3. BOARD OF DIRECTORS

3.1 NUMBER AND TERM OF DIRECTORS

The business, property and affairs of this Association shall be managed by a Board of Directors composed of seven (7) persons. Each director shall hold office for the term for which he is elected and until his successor is elected and qualified. The number of Directors may be increased or decreased by the members, from time to time, at the annual meeting, but shall never be less than five (5). The affairs of the Association shall be governed by a Board composed of seven (7) Directors. All Directors shall be owners or the spouse of an owner. All officers of a corporation, trustees and/or beneficiaries of a trust, partners of a partnership, or other such owner shall be deemed to be members so as to be eligible for Board membership. Persons who are convicted felons, who have not had their civil rights restored, are not eligible to serve on the Board. All Directors will be elected for a two (2) year term. It is the intention of these Bylaws that a staggered Directorate be maintained. To implement and maintain a staggered directorate, the Board may hold seats in future elections open for one or two year terms, when necessary or appropriate. In order to provide for a continuity of experience by establishing a system of staggered terms, at the first meeting of the Board after the 2004 annual meeting, the number of Directors to be seated shall be seven (7). The four (4) candidates receiving the highest number of votes at the 2004 Annual Meeting shall be seated for two (2) year terms. The three (3) candidates receiving the next highest number of votes shall be seated for a one (1) year term. In the case of tie votes, or no election due to an insufficient number of candidates, the Directors elected shall decide among themselves who shall serve the longer terms, and absent the ability to do so, shall decide by lot. Thereafter, all Directors shall be elected for two (2) year terms with four (4) Directors being elected in even numbered years (2006. 2008. etc.) and three (3) Directors being elected in odd numbered years (2005. 2007. etc.). In such cases, those receiving the higher number of votes shall be elected to the longer terms and when no election is held. the decision shall be made by agreement of the affected parties, or by lot. The term of each Director's service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is removed in the manner provided in the Articles of Incorporation or Bylaws, or resigns. Resignations of Directors are effective when received by the Association in writing, unless a later date is stated.

3.2 QUALIFICATION

The Board of Directors shall be residents of Lee County, Florida, and either members of the Association or officers, general partners or trustees of an entity member.

3.3 QUORUM

The presence of a majority of all the Directors shall be necessary at any meeting to constitute a quorum to transact business. The act of a majority of Directors present at a meeting when a quorum is present shall be the act of the Board of Directors. Business may be transacted by the members of the Board of Directors without the necessity of a formal meeting, if consented to in writing by the members of the Board of Directors.

3.4 TIME OF MEETING

Annual meeting of the Board of Directors shall be immediately following the annual meeting of the members each year, at such times thereafter as the Board of Directors may fix, and at other times upon the call of the President or by two (2) of the Directors. Notice of each special

meeting shall be given by the Secretary to each Director not less than five (5) days before the meeting, unless each Director shall waive notice thereof before, at or after the meeting.

3.5 VACANCIES

Vacancies on the Board of Directors shall be filled by election by the remaining Directors. Each person so elected to fill a vacancy shall remain a Director until his successor has been elected by a vote of the membership present, who may make such election at their next annual meeting, or at any special meeting duly called for that purpose and held prior thereto.

3.6 POWER AND DUTIES OF THE BOARD OF DIRECTORS

The Board of Directors shall have power:

3.6.1 To call meetings of the members

3.6.2 To appoint, remove at leisure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond, as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever.

3.6.3 To establish, levy and assess, and collect the assessments against lots necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.

3.6.4 To adopt and publish rules and regulations governing the use of the Common Area of any parcels thereof and the personal conduct of the members and their guests thereon, including reasonable admission charges if deemed appropriate.

3.6.5 To authorize and cause the Association to enter into contracts for the day to day operation of the Association and the discharge of, its responsibilities and obligations.

3.6.6 To use its best efforts to obtain, for the Association, such insurance as is prudent, and including but not limited to, insurance (including fidelity bonds) which meets the reasonable requirements of the Federal National Mortgage Association with aspect to mortgage approval in subdivisions similar to THE HARBORAGE SUBDIVISION. The Association shall maintain at least One Million Dollars of public liability insurance.

3.6.7 To exercise for the Association all powers, duties and authority vested in or delegated to the Corporation, except those reserved to members in the Deed of Restrictions for the Subdivision or Articles of Incorporation of the Association.

3.6.8 To cause to be kept a complete record of all its acts and corporate affairs and to make an annual report to the members regarding receipts and expenditures.

3.6.9 To supervise all officers, agents and employees of this Association and to see that all duties are properly performed.

3.6.10 Except as necessary for the day-to-day administration, management and operation of the Association to fulfill its purposes and duties as set forth in the Articles of Incorporation, Bylaws, and Declaration of Covenants of the Association, each as amended from time to time, or in the case of an emergency, as further defined below, the Board of Directors may not authorize any of the following actions without the approval of seventy-five percent (75%) of the members of the Association as evidenced by vote held at a regular or special meeting of the members or by written consent pursuant to Section 2.8 of the Bylaws:

a. Any sale, lease, exchange, release, termination, withdrawal, or other conveyance of all or any portion of real property owned by the Association or any interest in real property held by the Association, including, but not limited to, any easements benefiting the Association;
b. Any mortgage or pledge of, or creation of a security interest in, or conveyance of title to, all or any part of the property or assets of the Association of any description, or any interest therein, for the purpose of securing the payment or performance of any contract, note, bond, or other financial obligation of the Association;
c. Any material alterations or modifications, or substantial additions or withdrawals of Association real or personal property; and
d. Any grant of easement, license or other rights to use any common areas or facilities of the Association to persons other than the members, their guests, and invitees, subject to the provisions of the Declaration of Covenants, the Articles, the Bylaws, and any rules and regulations promulgated by the Association. However, the Board may authorize the modification or relocation of any existing public utilities easements within or on the common areas of the Association or may grant public utilities easements upon common areas of the Association if necessary for the provision of public utilities to the owners or the Association to the extent that such public utilities easements will not unreasonably interfere with the members' use of the common areas for their intended purposes.

For the purposes of this subparagraph 3.6.10, an emergency shall occur when, in the sole discretion of the Board of Directors, there is potential danger of damage to persons or property. In an emergency, the Board of Directors shall be authorized to utilize Association property and assets to pay for preventative, protective or remedial construction, reconstruction, improvements, repairs or replacements, or other measures in order to prevent potential danger of damage to persons and property. Events constituting emergencies include, but shall not be limited to, hurricanes, floods, tornados, fires, catastrophic weather conditions, or acts of terror.

4. ASSESSMENTS

The Board shall:

4.1 Fix the amount of the assessment against each Lot Owner for each assessment period at least thirty (30) days in advance of the date due;
4.2 Prepare a roster of the Lot Owners and assessments applicable thereto which shall be kept in the office of the Association and shall be opened to inspection;
4.3 Send written notice of each assessment to every Lot Owner subject thereto;
4.4 Issue or cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be prima facie evidence of any assessment therein stated to have been paid.

5. REMOVAL OF DIRECTORS, OFFICERS OR EMPLOYEES

Any Directors, officer or employee may be removed by the Board of Directors whenever, in the judgment of the Board, the best interest of the Association will be served thereby, by a majority vote of the Board of Directors. Failure to attend three executive meetings without a valid excuse shall constitute cause for the removal of a Director.

6. DELEGATION OF POWERS

For any reason deemed sufficient by the Board of Directors, the Board may delegate any power or duty of any officer or Director to any other officer or Director, but no officer or Director shall execute, acknowledge, or verify any instrument in more than one capacity.

7. ANNUAL REPORTS

The President and the Treasurer shall present their respective reports of the operation of the Association for the preceding year, at the annual meeting of the Board of Directors and the membership.

8. ACTION WITH MEETING

Any action required by law, these Bylaws, or the Articles of Incorporation of this Association to be taken at any regular or special meeting of the Directors of this Association or any action which may be taken at any regular or Special meeting of the Directors, may be taken without a meeting, without prior notice and without a vote, if a consent, in writing, setting forth the action so taken, shall be signed by the minimum number of Directors that would be necessary to authorize or take such action at a meeting at which all Directors entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those Directors who have not consented in writing. The notice shall fairly summarize the material features of the authorized action taken.

9. OFFICERS

9.1 ELECTION

The Board of Directors shall elect the officers of this Association. They shall consist of the President, Vice-President, Secretary and Treasurer. Each officer shall be elected to hold office for the term that he or she was elected to the Board of Directors and until his or her successor is elected and qualified.

9.2 PRESIDENT

The President shall preside at all meetings of the Board of Directors, make all committee appointments other than Nominating Committee, be a member ex-officio of all committees except Nominating Committee, and perform all other duties usually pertaining to the office of the President.

9.3 VICE-PRESIDENT

The Vice-President shall preside at all meetings of the Board of Directors in the absence of the President, be a member of the Administration and Finance Committee, and perform all such other duties usually pertaining to the office of the Vice-President.

9.4 TREASURER

The Treasurer shall be custodian of all funds and securities of the Association and collect interest thereon, make report at annual meetings and special reports when requested, deposit all moneys of the Association in the name of THE HARBORAGE OWNERS' ASSOCIATION, INC., a

bank or banks selected and designated by the Board of Directors, subject to withdrawal for authorized purposes, upon the joint signatures of two of the officers of the Association, one of whom shall be the Treasurer and the other of whom shall be the President or Vice-President, give bond in such amount as the Board of Directors may require the Association to pay the premium for such bond, and prepare and file reports and returns required by all governmental agencies. The detailed bookkeeping shall be performed by a paid qualified bookkeeper. All securities and other valuable papers shall be placed in a safe deposit box or vault, designated by the Board of Directors, which may be opened upon the joint signatures of two of the officers of the Association, one of whom shall be the Treasurer and the other of whom shall be the President or Vice-President. The Treasurer's accounts and the bookkeeper's records shall be audited annually by a firm of certified public accountants, at the expense of the Association.

9.5 SECRETARY

The Secretary shall record the minutes of the meetings, write up the minutes the day following the meeting; confer with the President for possible omissions, send duplicate copy of minutes to the President, have custody of the seal of the Association, give notices of all meetings required by statutes, bylaws or resolutions, take attendance record at meetings, maintain committee reports, carry on all necessary correspondence of the Association and perform such other duties as may be delegated to him by the Board of Directors.

10. ARCHITECTURAL REVIEW BOARD

The President shall appoint a chairman of the Architectural Review Board at the annual meeting of the Board of Directors held in January of each year. The Board of Directors shall select four (4) additional members for the Architectural Review Board. The Architectural Review Board shall be responsible for the monitoring of the construction, maintenance and landscaping which takes place on the lots and common area included in the Subdivision as more particularly as set forth in the Declaration of Restrictions and Covenants with respect to the Subdivision. The Architectural Review Board shall have the authority to promulgate, from time to time, procedures, guidelines, and substantive rules relating to architectural controls. Three (3) of the five (5) members of the Architectural Review Board shall constitute a quorum. Any action taken by the Architectural Review Board shall require the affirmative vote of three (3) of its members. At least three (3) of the members of the AR Board shall be members of the Association; however, the AR Board shall have one (1) architect and one (1) professional in the field of home construction, and the latter two (2) members need not be members of the Association. The President is authorized to pay the architect and home construction professional a reasonable portion of the fee to be charged to each owner in connection with plan review. The amount of the administrative fee shall be established by the Association, but shall be paid as directed in the AR Board guidelines.

11. COMPENSATION

No compensation shall be paid to Directors for services performed by them for the Association in any capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before the services were rendered.

12. FISCAL YEAR

The fiscal year of the Corporation shall be the calendar year.

13. ACCESS TO DOCUMENTS

The Association shall make available to members and lenders, and to holders, insurers and guarantors of any first mortgage, current copies of the declaration of covenants and restrictions, articles of incorporation, bylaws and rules, and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

14. RULES OF ORDER

"Robert's Rules of Order" shall be the parliamentary authority for all matters of procedure not specified or covered by these Bylaws.

15. AMENDMENTS

The Board of Directors and the members may later amend, revise, add to, repeal or rescind these Bylaws, or adopt new Bylaws as provided in the Articles. Notice of the proposed alteration, amendment, revision, addition, repeal or rescission of the Bylaws shall have been given at least fifteen (15) days preceding a meeting called for that purpose.

CERTIFICATE

The foregoing were adopted as the Bylaws of THE HARBORAGE OWNERS' ASSOCIATION, INC., a Corporation not for profit under the laws of the State of Florida, on the 23rd day of June 1986, as amended according to that certain Certificate of Amendment recorded at Official Records Book 4304, Page 2057, of the Public Records of Lee County, Florida and that certain Certificate of Amendment to the Bylaws of The Harborage Owners' Association, Inc., recorded at Instrument No. 2009000053056 of the Public Records of Lee County, Florida.

Nick Chlumsky, President

EXHIBIT "E"

Rick Scott
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Cissy Proctor
EXECUTIVE DIRECTOR

October 20, 2017

Henderson Franklin Starnes & Holt, P.A.
Attn: Amanda Barritt
1715 Monroe Street
Fort Myers, FL 33901

Re: The Harborage Owners Association, Inc.; Approval; Determination Number 17105

Dear Ms. Barritt:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for The Harborage Owners Association, Inc., and has determined that the documents, revitalizing the covenants and restrictions comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the revitalization of the homeowners' documents and covenants is approved.

This revitalization will not be considered effective until the requirements delineated in sections 720.407(1)-(3), of the Florida Statutes, have been completed.

Section 720.407(4), Florida Statutes, requires that a complete copy of all the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.floridajobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, MEDIATION IS NOT AVAILABLE TO SETTLE ADMINISTRATIVE DISPUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

Prepared by and return to:
Leland Wilson, Esq
Association Legal Services
12600 World Plaza Ln.
Building 63
Ft. Myers, FL 33907
(239) 298-1238 (Telephone)
(941) 237-5687 (Facsimile)

**NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE DECLARATION.
FOR PRESENT TEXT SEE EXISTING DECLARATION.**

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HARCORAGE OWNERS' ASSOCIATION

KNOW ALL INDIVIDUALS BY THESE PRESENTS, that the undersigned, The Harborage Owners' Association, Inc., a Florida corporation, is the owner of certain property (hereinafter, the "Association"), located in Lee County, Florida as previously recorded, including but not limited to the Declaration of Covenants and Restrictions as originally recorded at O.R. Book 1852, Page 814 *et seq.*, and as Revitalized as recorded at Instrument No. 2017000227353 of the Public Records of Lee County, Florida.

The Association makes the following Declaration of Protective Covenants, Conditions and Restrictions covering above, specifying that this Declaration shall constitute a covenant running with the described land and that this Declaration shall be binding upon the undersigned and upon all persons deriving title through the undersigned. These protective covenants, during their lifetime, shall be for the benefit of and a limitation upon all present and future Owners of the real property.

1. DEFINITIONS. The following words and terms used in this Declaration or any of the Governing Documents (unless the context shall clearly indicate otherwise) shall have the following meanings:

1.1. **"Architectural Review Committee" ("ARC")** means the committee formed to promulgate design and development guidelines and application and review procedures for new construction and any modifications to improvements within the Association, and to review and approve the plans for the same.

1.2. **"Articles" or "Articles of Incorporation"** as used herein, means the Articles of Incorporation of the Association as amended from time to time.

1.3. **"Assessment"** means the proportionate share of the funds required for the payment of Common Expenses that is assessed against an Owner from time to time.

1.4. **"Association"** means The Harborage Owners' Association, Inc., a Florida corporation not-for-profit.

1.5. **"Association Property" or "Property"** means any real property owned by the Association, including any Improvements located thereon, and all personal property owned by the Association.

1.6. **"Board of Directors" or "Board" or "Directors"** means the Board of Directors responsible for the administration of the Association.

1.7. **"Bylaws"** as used herein, means the Bylaws of the Association, as amended from time to time.

1.8. **"Chapter 720"** means Chapter 720, Florida Statute as it now exists or as it may be amended from time to time including the definitions therein contained.

1.9. **"Charge"** means any legal or equitable indebtedness to the Association incurred by, or on behalf of, an Owner, other than Assessments for Common Expenses. Said obligation may arise by oral or written contract, by law or equity, or may be created by the Association's documents. Charges may include attorney fees. Said Charges may be secured by a lien against the Lot as provided herein.

1.10. **"Common Areas" or "Common Facilities"** means the portions of the Property not included in the Residential Units and shared among Owners and Members as depicted in the Plats..

1.11. **"Common Expenses"** means the expenses incurred by the Association in the course of performing its duties under the Governing Documents and the law. Common Expenses of the Association include the costs of operating the Association, the costs of administration, maintenance, operation, repair, and replacement of the Properties and items required to be maintained by the Association, other expenses declared by the Board or the Governing Documents to be Common Expenses, and any other valid expenses or debts of the Association which are assessed against the Owners.

1.12. **"Common Surplus"** means the excess of all receipts of the Association, including but not limited to Assessments, rents, profits, and revenues over the Common Expenses.

1.13. **"Declaration"** means this Declaration, as amended from time to time.

1.14. **"Family" or "Single Family"** means any one (1) of the following:

One (1) natural Person, his or her spouse, if any, and his, her or their parents, grandparents, grandchildren, siblings, or children (related by blood, marriage, or adoption), who do and plan to reside together indefinitely and continuously as a single financially and socially interdependent housekeeping unit, with the intention of living within the bonds of family.

Not more than two (2) natural Persons not meeting the requirement above, who do and plan to reside together indefinitely and continuously as a single financially and socially interdependent housekeeping unit, with the intention of living within the bonds of family and their respective parents, grandparents, grandchildren, siblings, or children (related by blood, marriage, or adoption).

The reference to "natural" is intended to distinguish between an individual and a corporation, partnership, limited liability partnership, limited liability company, trust, estate, or other artificial entity. A "Family Member" is a natural Person who resides in a Residential Unit as part of the Owner's Family or as part of the Family of a Tenant or a Guest, but, in each case, is not a title holder.

1.15. **"Governing Documents"** means and includes this Declaration, Articles of Incorporation,

Bylaws, and Rules and Regulations of the Association and all recorded exhibits to them, all as amended from time to time. If there is an irreconcilable conflict between the provisions of any two of these documents, the first document to appear in the foregoing list shall prevail.

1.16. **"Guest"** means any person who is physically present in or Occupies a Property on a temporary basis (one hundred and eighty days (180) days or less during any twelve (12) month period) at the invitation of the Owner or legally permitted Occupant, without the payment of consideration. Any person who is not a Family member, as defined above, and who resides at the Property for more than one hundred and eighty days (180) days will be deemed an unapproved Occupant and is subject to the Leasing provisions of this Declaration and the Association's Rules. Said Occupant(s) will be subject to eviction at the Owner's expense should they fail to comply with the same. The Association may restrict or prohibit Guest visitation by convicted felons, including but not limited to, registered sex offenders and person who have been convicted of drug offenses.

1.17. **"Hurricane Protection"** means hurricane shutters, impact glass, code-compliant windows or doors, and other code compliant hurricane protection products used to preserve and protect the Association Property.

1.18. **"Improvements"** means all Structures and artificial changes to the natural environment (exclusive of landscaping) located on the Association Property.

1.19. **"Institutional Mortgagee"** means the mortgagee (or its assignee) of a mortgage against a Lot, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit-sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Lot which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns.

1.20. **"Invitee" or "Licensee"** means a Person expressly or impliedly allowed entry onto the Association Property for the purpose of conducting business with or providing services to a Lot or Occupant, or otherwise entering the Property on a temporary basis at the expressed or implied consent of the Owner or Occupant, including, but not limited to, contractors, workmen, delivery persons, domestic assistants, and health care assistants. A Guest and a Licensee are each an Invitee.

1.21. **"Lease" or "Leasing" or "Rent"** means the grant by a residential Owner of a temporary right of use of the Owners Residential Unit for valuable consideration. Leasing shall be construed to include any licensing or other arrangement with a third party where persons other than the Owner are permitted to Occupy the Residential Unit for the payment of consideration to any party. Any person who qualifies as a Tenant shall be deemed to be Leasing a Residential Unit.

1.22. **"Lien for Charges"** means a lien which is recorded to secure a Charge.

1.23. **"Lot"** means one or more of the numbered parcels of land graphically depicted on the plats as previously recorded into which the Property has been subdivided, upon each of which a Residential Unit has been or is intended to be constructed. Whenever the term "Lot" is used in the Governing Documents, it shall be deemed to be followed by the words "and Residential Unit constructed thereon", except where the context clearly requires otherwise. In previous Declarations, a Lot was referred to as a Building Site.

1.24. **"Maintenance" or "Maintain"** means, unless the context of a provision in the Governing Documents requires otherwise, landscaping, day-to-day cleaning, heavy cleaning, painting where applicable, routine maintenance, ongoing maintenance, preventative maintenance, as well as repair or replacement. The term "Maintenance" does not include repair after casualty, unless the context of a provision in the Governing Documents requires otherwise. Whenever an Owner is obligated by the Governing Documents or law to maintain, repair, or replace portions of the Association Property, the Board has the authority to establish reasonable standards for such maintenance, repair, or replacement, including mandating maintenance, repair, or replacement of said items, when the Board deems same are reasonably necessary, and the Board may likewise adopt specifications for replacement components, without need for Owner approval, notwithstanding any provision in this Declaration to the contrary.

1.25. **"Member"** means and refers to those persons who are entitled to membership in the Association as provided in its Articles of Incorporation and Bylaws. An Owner shall automatically become a Member of the Association, by virtue of acceptance of the deed or conveyance to his Lot. As a Member of such Association, said Owner shall be governed by the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and Common Facilities Agreements.

1.26. **"Occupy" or "Occupying"** when used in connection with a Residential Unit, means the act of staying overnight in a Residential Unit. **"Occupant"** is a person who Occupies a Residential Unit.

1.27. **"Officer"** means the executive Officers and Assistant Officers (if any) appointed by the Board as provided in the Bylaws.

1.28. **"Owner" or "Lot Owner"** means the record owner of legal title to a Parcel. Wherever a portion of the Governing Documents, including the Rules and Regulations, proscribes, restricts, prohibits, governs or requires that an Owner take or refrain from taking any action, or engage or refrain from engaging in any conduct, or providing for liability to the Association arising from such acts or conduct or the failure to take required action or engage in required conduct, the term "Owner" is deemed to include, unless the context specifically suggests otherwise, the Owner's Family, Tenants, Residents, Guests, Invitees, and as may be applicable, the Family Members of such persons, as well as employees or agents of such persons.

1.29. **"Plats"** means all legal descriptions, site plans, surveys, and graphic depictions of record describing the Association Property. All Plats of record are incorporated by reference whether or not attached or separately described. The Plats may not reflect the actual configuration of the Association Property, as deviations from original as-built conditions may have been made over time.

1.30. **"Powered Watercraft",** in the Governing Documents, shall mean any watercraft that is moved by any type of engine or motor. This may include, but is not limited to, boats, power boats, jet skis, and powered gheenoes.

1.31. **"Resident"** means any natural Person who is Occupying a Residential Unit for one hundred and eighty (180) days or more, whether or not consecutive, in any calendar year and includes, as applicable, Owners, Tenants, Guests, and their respective Family members who reside in the Residential Unit for such period.

1.32. **"Residential Unit"** means and refers to the improvements on the Lot compromising the residence, home, or villa and the amenities appurtenant thereto. Whenever the term is used, it shall be interpreted as though it were followed by the words "and the Lot on which it is constructed," unless the context clearly requires another meaning.

1.33. **"Rules and Regulations"** means the rules, regulations, and policies governing the personal conduct of Owners and Occupants and the use, Occupancy, alteration, Maintenance, transfer and appearance of the Residential Units, community, Association Property, and Common Areas, that may be promulgated by the Board from time to time by resolution.

1.34. **"Structure"** means 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 location on the ground. The term shall be construed as if followed by the words "or part thereof'. The term includes, without limitation swimming pools, walls, flagpoles, antennas, and playground equipment.

1.35. **"Surface Water Management System"** means a collection of devices, Improvements or natural systems whereby surface waters are controlled, impounded, or obstructed as required or described in any permits issued by the South Florida Water Management District and any other applicable governmental agency for the Association Property. The term includes lakes, ditches, swales, dams, impoundments, reservoirs, drainage maintenance easements and those works defined by statute in Section 373.403(1)-(5), Florida Statutes.

1.36. **"Tenant" or "Licensee" or "Lessee"** means a natural Person Occupying a Residential Unit, other than the Owner, whether pursuant to a verbal or written agreement, where said Occupancy by such Person involves the payment or existence of consideration, including, but not limited to, the payment of money, the exchange of goods or services, or the provision of direct economic or indirect economic benefit, including tax benefits and the furtherance of business interests, including, but not limited to, use of a Residential Unit as an employee, supplier, or customer rewards or incentive, or a charity auction or similar prize.

1.37. **"Voting Interests"** means the voting rights distributed to the Association Members pursuant to the Bylaws.

2. MEMBERSHIP; VOTING

2.1. **Membership.** Every Owner of a Lot for which Assessments are charged shall be a Member of the Association, and by acceptance of a deed or other instrument evidencing his ownership interest, each Owner accepts his membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration, the Articles and Bylaws, and the Rules and Regulations of the Association, as amended from time to time.

2.2. **Voting Rights.** Each Lot for which Assessments are charged shall be entitled to one vote to be cast by its Owner in accordance with the provisions of the Bylaws.

3. EASEMENTS.

3.1. **Appurtenant Easements.** Subject to the restrictions found elsewhere in this Section, the Owner of each Lot, their Guests, Lessees, and Invitees, shall have as an appurtenance to their Lot a perpetual nonexclusive easement for ingress and egress over, across and through the Common Areas, for the use and enjoyment of all recreational facilities, such use and enjoyment to be shared in common with the other Owners, their Guests, Lessees, and Invitees, subject to the provisions of this Declaration.

3.2. **Association's Access Easement.** The Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Property for the purpose of fully and faithfully discharging the duties of the Association. Non-exclusive easements are hereby granted in favor of the Association throughout the Property as may reasonably be necessary for the Association to perform its services required and authorized hereunder, so long as none shall unreasonably interfere with the use of any Lot.

3.3. **Utility Easements.** All Utility or Drainage Easements shall be as depicted in the Plats, or as otherwise noted. A perpetual easement shall exist upon, over, under and across the Properties for the purpose of Maintaining, installing, repairing, altering and operating sewers, storm sewers, water mains, gas mains, electric cables, telephone cables, television cables, internet cables, and other utilities and apparatus appurtenant thereto as may be necessary for the installation and Maintenance of utilities servicing all Owners of all such easements to be of a size, width and location so as to minimize and not unreasonably interfere with the use of any improvements which are now, or will be, located upon said Property. The initial utility easements are either graphically depicted on the Plat, as amended, or described herein. The Association, through its Board of Directors, has the authority to grant additional such easements, and to modify, move or vacate such existing easements as may be necessary to provide utility and other services efficiently and effectively to the Lots, Common Areas, and items to be Maintained by the Association. No sewage disposal system shall be used in the property except as approved by the Association.

3.4. **Drainage.** A perpetual, non-exclusive easement shall exist in favor of the Association and their employees or other designees for the use of drainage areas, drainage swales and storm sewers established throughout the Association, and an easement for ingress, egress, and access to enter any portion of the Properties in order to construct, Maintain or repair, as

necessary, any drainage areas and facilities thereon and appurtenances thereto, specifically including without limitation, access over and across portions of the Property by utility companies to utilize such areas for facilities for the transporting of treated effluents for irrigation purposes. The initial drainage easements are either graphically depicted on the Plat, as amended, or described herein. No Structure, landscaping, or other material shall be placed or permitted to remain which may damage or interfere with the installation or Maintenance of utilities or which may obstruct or retard the flow of water through drainage areas or otherwise interfere with any easement provided for in this Section or the use rights set forth elsewhere in the Governing Documents.

3.5. **Road Rights of Way.** Road rights of way are rights of way within which roads, sidewalks, curbs, gutters, sewers, storm sewers, water mains, gas mains, electric cables, telephone cables and other utilities may be constructed, Maintained and used. The road rights of way may be used for any Association approved purpose. The initial road rights of way were graphically depicted on the original Plat, and as amended from time to time.

3.6. **Private Drive Easement.** The private drive easement is the easement shown on the Plat which will serve as access to the road rights of way for those Lots which would otherwise have inadequate access. The private drive easement shall also serve as a utility easement.

3.7. **Ingress and Egress.** Non-exclusive easements shall exist for pedestrian and vehicular traffic over, through, and across sidewalks, paths, walks, roads, driveways, stairways, streets and other portions of the Common Areas as may be from time to time intended and designated for such purposes and uses and such easements shall be for the use and benefit of the Owners within this Association, including their Guests, Licensees or Invitees; provided, however, nothing herein shall be construed to give or create in any person the right to park any vehicle upon any portion of the Association Property except an area specifically designated and assigned for such purposes.

3.8. **Additional Easements**. The Board has the authority, without the joinder of any Residential Unit Owner, to grant, modify, vacate, or move any easement if the easement constitutes part of or crosses the Common Areas or Association Property.

3.9. **Encroachments.** If for any reason other than the intentional act of the Owner or the Association, any Residential Unit encroaches upon any of the Common Areas, or upon any Lot, or any Common Area encroaches upon any Lot, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

3.10. **Tract E.** Notwithstanding anything appearing on the Plat to the contrary, each Owner of a Lot adjacent to Tract E, as shown on the Plat, Plat Book 38 Page 8 and 9 of Lee County, shall have an exclusive right to use the upland portion of Tract E which lies between a westerly extension of each of the side boundary lines of the Lot. Such use shall be as if the adjacent portion of Tract E were an integral part of the Lot.

3.11. **Extent of Easements.** Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

3.11.1. The right of the Association to establish, modify, amend, and rescind reasonable Rules and Regulations regarding use of the Common Area;

3.11.2. The right of the Association to dedicate or transfer all or any part of the Common Area to public agency, authority, or utility as provided by its Articles;

3.11.3. The right of the Association to open the Common Area for use by non-Members of the Association;

3.11.4. The right of the Association to approve Guests before they can use the facilities.

4. BUILDINGS, MAINTENANCE, AND ALTERATIONS.

4.1. **Buildings.** No building may be erected, altered, placed or permitted to remain on a Lot other than one detached single family residential structure. Such restrictions for size, setback requirements, and height shall be as recorded in the Original and Revitalized Declarations (the "previous Declarations") and any such building of a residence or any other Structure must be approved by the ARC, and must follow the Guidelines set out by the ARC.

4.2. **Variances.** The Association has the right to grant variances with respect to set back and building restrictions for all Lots within the Subdivision for the purpose of accommodating the highest and best use of a Lot which is consistent with the particular geometry of the Lot and is consistent with the objectives of this Declaration.

4.3. **Association Maintenance.** The Association is responsible for the protection, Maintenance, repair, and replacement of all Common Areas and Association Property. The cost is a Common Expense. The Association's responsibilities also include the following:

4.3.1. **Landscaping.** The Association shall have the responsibility to maintain the landscaping and property within any Lot owned by an Owner whose maintenance is the Owner's responsibility if the Owner fails to maintain the appearance of same using a standard of uniformity.

4.3.2. **Common Areas.** Except as otherwise provided herein, the Association shall Maintain, repair, and replace any all Improvements constructed on the Common Areas, including without limitations all landscaping, the components of the irrigation systems, including but not limited to the tap into the main line, timers, switching devices and heads, drainage structures, utility lines, sidewalks, light fixtures, roads, community pool, tennis gazebo (clubhouse), a tennis court, a pickleball court, a basketball half court, a tot lot playground, boatyard storage area and boat ramp, main entrance gate and gate personnel box, and other Association Structures. Additionally, where the Common Areas are contiguous to the right-of-way of a road, the Association shall Maintain all landscaping (if any) between the Common Areas and the pavement within such right-of-way. The Association may elect to provide a gate and gate personnel at the entrance to the Subdivision. In that event, access in the Subdivision shall be pursuant to rules established by the Association.

4.3.3. **Roadways.** The Maintenance for the roadway shall be the responsibility of the Association and it shall be empowered to levy necessary Assessments, which Assessments shall be secured by a lien upon each and every individual Unit and Lot.

Additionally, the roadway within the Harborage development is a private roadway which shall be maintained for the benefit of the Owner, their Guests and Invitees, by the Association.

4.3.4. **Street Lighting.** Streetlights in the Subdivision are provided pursuant to an agreement between Florida Power and Light Company (FP&L) and the Association. The agreement requires the Association to maintain a letter of credit in favor of FP&L in the amount of Twenty-Two Thousand Six Hundred Sixty-five Dollars ($22,665.00) to secure the continued performance of the Association pursuant to the agreement. The stipulated amount shall decrease by ten percent (10%) per year. The letter of credit shall not be payable except in the event of the Association's default under the terms of the agreement with FP&L. The Directors of the Association shall provide for the cost of the letter(s) of credit in the budget for the Association. In the event that any issuer of a letter of credit given with respect to the Association is obligated to pay the letter, then the issuer shall have the right to compel the Association to access each Lot for a pro rata part of the amount paid pursuant to the letter of credit, pay reasonable costs and attorneys' fees incurred in compelling the Association to make the assessment. Any assessment so levied shall be a special assessment and the Association shall cause a notice of the special assessment to be filed in the Public Records of Lee County, Florida. After recording the notice, the special assessment shall be a lien on each Lot, payable within ninety (90) days of the date of assessment and foreclosable in the same manner as a regular assessment. The special assessment shall provide for releases of Lots upon payment of the pro rata portion of the total special assessment. The Association shall provide, upon request, to any issuer of a letter of credit given pursuant to this paragraph, an estoppel letter reciting whether this paragraph shall be in effect at a given time. Owners in the Subdivision shall be bound by the Association's estoppel letter. Any issuer of a letter of credit given and paid pursuant to this paragraph shall have the right to compel the Association to foreclose any special assessments, which are not timely paid.

Commented [1]: NOT TO CLIENT: From Attorney Wilson: The amount available for a claim goes down by 10% per year, so it should only have existed for 10 years and should be irrelevant now. Verify that and you can probably remove this section.

4.3.5. **Unimproved Lots.** The Association shall regularly mow and keep clean unimproved Lots that do not comply with Section 4.5.1. herein, and only after providing fifteen (15) days written notice. Any expenses so incurred by the Association shall be billed directly to the Owner of the Lot and shall be an individual Assessment charged against the Lot. Each Owner of a Lot without either a completed home or a home under construction shall be deemed to have granted the Association the right to go upon the Lot for the purposes of this section.

4.4. **Alterations, Improvements, Additions to Common Areas.** The protection, Maintenance, repair, and replacement of the Common Areas and Association Property is the responsibility of the Association and the cost is a Common Expense. If there are sufficient Reserves for the specific purpose and there will be no Special Assessment needed and no increase in Annual Assessments attributable to the upgrade, then the Board shall be permitted to undertake repairs or replacements of Common Elements by a two-thirds (2/3rds) Board-only vote. If a Special Assessment is needed and/or the Annual Assessment is increased to compensate for this use of funds, then approval of at least two-thirds (2/3) of the Voting Interests who are present and voting, in person or by proxy, at an Annual or Special Meeting called for the purpose must be obtained.

Commented [2]: NOTE TO CLIENT: A reminder that 2/3rds of VI at the meeting (or by proxy) if base quorum is achieved is only 46 Owners needed to approve. It is not 2/3rds of all VI.

Commented [LD3]: NOTE TO CLIENT: Updated by Attorney Wilson to address your concerns.

4.5. **Lot Owner Maintenance.** All Maintenance, repairs, and replacements of, in or to any Residential Unit and Lot, whether structural or nonstructural, ordinary or extraordinary, including, without limitation, Improvements, Residential Units, docks, seawalls, and

landscaping shall be performed by the Owner of such Lot at the Owners' sole cost and expense, except as otherwise expressly provided to the contrary herein.

4.5.1. **Landscaping.** Within thirty (30) days following the completion of any building, parking lot or other improvement on any Lot, the yard areas will be sodded with a type of sod approved by the ARC, and the buildings, parking areas and other improvements will be substantially landscaped by the Owner in an aesthetically pleasing manner. Landscaping shall include the acquiring, planting, and maintenance of not less than three trees having at least a 6" trunk diameter measured 2 feet above the ground and shall be of approved type and specifications. Two (2) of the required trees shall be placed in front of the home and a third tree placed between the home and the rear Lot line. A list of approved trees and other specifications shall be provided by the Association. Owners shall select trees from an ARC approved list, which must be planted in addition to other vegetation desired by the Owner. If the required trees are not planted within the time required, the Association shall select and plant trees on the Owner's Lot and the Owner shall be deemed to have granted the Association an easement for the purpose of planting and maintaining the required trees. All landscaping and yard areas will be irrigated, fertilized, mowed, trimmed, edged, and cared for regularly. Ground cover such as mulch, rock or other material must have a continuity of color and be cared for regularly. No mixing of ground cover is allowed without ARC approval. Notwithstanding anything to the contrary elsewhere in this Declaration, Owners shall maintain the grassy area between the Lot and the roadway in front of the Lot. Diseased and dead plants and grass shall be replaced, and landscaping shall be otherwise maintained at all times in an aesthetically pleasing manner by the Owner. Grass height shall not exceed six (6) inches tall, nor contain large patches of weeds. In the event that the Owner fails to maintain landscaping, the Association shall have the right, after fifteen (15) days notice to the Owner, to undertake the Maintenance at the Owner's expense. No artificial trees, shrubs, grass or other vegetation will be placed or maintained on any Lot without the advance written approval of the ARC.

The landscaping of a leased Lot shall have a contracted landscape company to Maintain the property and must be approved by the Board.

4.5.2. Owners must maintain the exterior of the home and driveway to include:

4.5.2.1. A well-kept condition of exterior paint, windows, driveway, doors, garage doors, pool cages and screens, roof tiles, siding, privacy fencing/shrouding for trash cans, AC units, or pool equipment, or any other external feature. This shall also include the removal of mildew on any exteriors.

4.5.2.2. The external storage along the exterior of the Residential Unit of any construction material, lawn equipment, or trash, recycle or yard waste cans that can be viewed from the street or an adjacent property is prohibited unless correctly sight screened and as approved by the ARC.

4.5.3. The Unit Owner shall be responsible for the Maintenance, repair and replacement of any hurricane shutters, and other hurricane protection, if installed.

4.5.4. Lots shall be kept in a neat and well-maintained condition at all times, free from debris and rubbish.

4.6. **Owner Alterations and Improvements; Architectural Control.** No Residential Unit, building, Structure, enclosure, or other Improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way alters the exterior appearance of any Structure or Residential Unit shall occur unless and until the plans, specifications, and location of same shall have been submitted to, and approved in writing by, the ARC. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding Structures and topography. The ARC shall have thirty (30) days after delivery of all required information, plans and materials to approve or deny any such plan, and if not denied within such period, said plans shall be deemed approved. All changes, alterations, or modifications to an approved plan must also be approved pursuant to these same requirements. If any Association action is deemed necessary to enforce an architectural violation, the Association shall be entitled to collect reasonable attorney fees, costs, and other expenses against the Owner, whether or not litigation is instituted, and the Board may assess such amounts in the form of a Special Assessment for noncompliance. All Owners shall strictly follow the "Architectural Review Guidelines For Single Family Homes In The Harborage" Guidelines as they are amended from time to time.

4.7. **Existing Additions, Alterations, or Improvements by Owners.** Owners are financially responsible for any modifications, alteration, installation, or addition to the Lot made by the Owner or his predecessors in title. The Owner shall be responsible for insurance, Maintenance, repair, and replacement of such modifications, installations or additions and the cost of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary due to violations of the Guidelines or Rules set forth by the ARC and/or the Board.

4.8. **Enforcement of Maintenance.** If the Owner of a Lot fails to Maintain their Lot as required above, the Association shall have the right to institute legal proceedings to enforce compliance or may take any and all other steps necessary to remedy such violation, including but not limited to fining, or entering the Lot and remedying the violation, with or without consent of the Owner but only after fifteen (15) days written notice of intent to do so. The Association may repair, replace, or Maintain any item which constitutes a hazard to other property or Residents, prevents the Association from fulfilling its Maintenance responsibilities, or which has a materially adverse effect on the appearance of the Properties. Any expenses so incurred by the Association shall be billed directly to the Owner of the Lot to which such services are provided, together with reasonable attorney fees and other expenses of collection and shall be an individual Assessment charged against the Lot, secured by a lien against the Lot as provided herein.

4.9. **Negligence.** The Owner of each Lot shall be liable for the expenses of any Maintenance, repair or replacement of Common Elements, their own Lot, other Lots, or personal property made necessary by their act or negligence or by that of any member of their Family or their Guests, Tenants, or Invitees.

5. ASSOCIATION POWERS AND MANAGEMENT.

5.1. **Powers and Duties.** The powers and duties of the Association include those set forth in Chapters 720, Florida Statutes, and in the Governing Documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the Maintenance, management, and operation of the Association. The Association has the

Commented [4]: NOTE TO CLIENT: Due to the new housebill, Associations must quote the clause in their Declaration for the reason of disapproval of a plan. I have added in Section 14 for Architectural Control stating that the homes must be unique like stated in 1.9 and 23.6, of the Guidelines, as the Guidelines may not be enough to allow the disapproval. Better to be safe here.

Commented [5]: NOTE TO CLIENT: I can see in your ARB Guidelines the ARB Members meet twice a week, but only review the first 5 applications. This is fine. We also recommend a timeframe like herein.

power to enter into agreements to acquire leaseholds, memberships, and other ownership, possessory, easement or use interests in lands or facilities for the use and enjoyment of the Owners.

5.2. **Bylaws.** A copy of the Amended and Restated Bylaws of the Association is attached to this Declaration.

5.3. **Assessments and Charges**. The power to make and collect regular Assessments, special Assessments, and other Charges against Lot Owners.

5.4. **Regulations.** The power to adopt and amend Rules and Regulations covering the details of the operations and use of the Association Property.

5.5. **Delegation of Management.** The Association may contract for the management and Maintenance of those portions of the Property it is required to Maintain, and may authorize a licensed management agent to assist the Association in carrying out its powers and duties by performing functions which may include but are not limited to the submission of proposals, collection of Assessments, keeping of records, enforcement of rules and Maintenance, repair and replacement of items to be Maintained by the Association with funds made available by the Association for such purposes.

5.6. **Acts of the Association.** Unless the approval or affirmative vote of the Owners is specifically made necessary by some provision of the law or the Governing Documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board, without a vote of the Owners. The Officers and Directors of the Association have a fiduciary relationship to the Owners. An Owner does not have the authority to act for or bind the Association by reason of being an Owner.

5.7. **Purchase of Lots.** The Association has the power to purchase Lots within the Association in connection with the foreclosure of an Association lien for Assessments, lien for Charges, or any other foreclosure of an interest that affects the Association's lien and to hold, Lease, mortgage, encumber or convey them with such power to be exercised by the Board without prior approval of the Members.

5.8. **Interests in Real Property.** The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board. Except as otherwise provided herein, the power to acquire, encumber or convey ownership interests in real property shall be exercised by the Board only after approval by at least a majority of the Voting Interests of the Association.

5.9. **Disposition of Personal Property.** Any personal property owned by the Association, may be mortgaged, sold, or otherwise encumbered or disposed of by the affirmative vote of a majority of the entire Board, without need for authorization by the Owners.

5.10. **Official Records.** The Association shall maintain its official records as required by law. The records shall be open to inspection by Members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies of the Declaration of Covenants, Conditions and Restrictions, the Bylaws, and

Rules and Regulations at the reasonable expense of the Member seeking copies.

The Association is permitted to meet the requirements above by posting a complete copy of the Association's rules and covenants, or a direct link thereto, on the homepage of the Association's website, if the website is accessible to the Members of the Association, and the Association sends notice to each Member of the Association of its intent to utilize the website for this purpose.

The Association may adopt reasonable written rules governing the frequency, time, location, notice, records to be inspected, and manner of inspections, but may not require a parcel Owner to demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit a parcel Owner's right to inspect records to less than one 8-hour business day per month. As amended from time to time, the Association may impose fees to cover the costs of providing copies of the official records, including the costs of copying and the costs required for personnel to retrieve and copy the records if the time spent retrieving and copying the records exceeds one-half hour and if the personnel costs do not exceed $20 per hour. Personnel costs may not be charged for records requests that result in the copying of 25 or fewer pages. The Association may charge up to 25 cents per page for copies made on the Association's photocopier. If the Association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed 25 pages in length, the Association may have copies made by an outside duplicating service and may charge the actual cost of copying, as supported by the vendor invoice. The Association shall maintain an adequate number of copies of the recorded Governing Documents, to ensure their availability to Members and prospective members. This clause may be altered as amended from time to time

The personnel records of Association and management company employees are exempt from this requirement to be available to the Owners and are protected from disclosure. This protection shall include, but not be limited to, disciplinary, payroll, health and insurance records, but does not include written employment agreements or budgetary and financial records that indicate the compensation paid to an employee.

5.11. **Roster.** The Association shall maintain a current roster of names and designated mailing addresses of Owners, based upon information supplied by the Owners, as well as Parcel identification numbers. A Member's designated mailing address is the Member's property address, unless the Member has sent written notice to the Association requesting that a different mailing address be used for all required notices. Owners are responsible for notifying the Association of any change in their mailing address. All such notices shall be in writing. A copy of the roster shall be made available to any Member upon request. Additionally, the Association may maintain the electronic or facsimile mailing addresses designated by Members for receiving notice by electronic transmission of those Members consenting in writing to receive notices and documents by electronic transmission. The electronic mailing addresses, facsimile, and telephone numbers provided by Members to receive notices and documents by electronic transmission shall be removed from Association records and not made available to other Members when consent to receive notice by electronic transmission is revoked in writing and sent to the Association. The Association, however, is not liable for an erroneous disclosure of the electronic mailing

address or the number for receiving electronic transmission of notices.

6. ASSESSMENTS AND CHARGES. Each Owner (by virtue of his acceptance of title to their Lot) and each other person having an interest in or lien upon, or making any use of, any portion of the Association Property (by virtue of accepting such interest or lien or making such uses) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this provision including regular Assessments and special Assessments. The Association may also levy special Charges against any individual Lot for any amounts other than Common Expenses which are properly chargeable against such Lot under this Declaration or the Bylaws. Assessments shall be levied, and payment enforced as provided in the Bylaws and as follows:

6.1. Determination of Assessments. Assessments by the Association against each Owner of a Lot, and against each Lot, shall be based upon the annual budget, adopted by the Board as hereinbelow specified. The Assessment for each Lot shall be a pro rata share in relation to Member ownership of Common Areas. Should the Board at any time and from time to time determine, in the sole discretion of the Board, that the Assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Association, or in the event of emergencies, the Board shall have the authority to levy such additional Assessments as it shall deem necessary. Any such change shall be adopted consistent with the provisions of the Bylaws.

6.1.1. Annual Budget. The Board shall, in accordance with the Bylaws of the Association, establish an annual budget in advance for each fiscal year. The annual budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

6.1.2. General Operating Reserve. The Board, when establishing each annual budget, may, when deemed necessary or desirable, include therein a sum to be collected and maintained as a general operating reserve to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of Assessments by Owners, as a result of emergencies or for other reason placing financial stress upon the Association.

6.2. Liability for Assessments and Charges. A Lot Owner is liable for all Assessments and Charges coming due while he is the Owner. Any Person which acquires title to a Lot is jointly and severally liable with his predecessor in title for all unpaid Assessments and Charges against the predecessor for his share of the Charges and Assessments, including interest, late fees, reasonable attorneys' fees, and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid on behalf of the transferor by the transferee.

6.3. No Waiver or Excuse from Payment. The liability for Assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Areas, by abandonment of the Lot for which the Assessments are made, or by interruption in the availability of the

Residential Unit or the Common Areas for any reason whatsoever. No Owner may be excused from payment of his share of the Common Expenses unless all Owners are likewise proportionately excused from payment, except as provided below as to certain mortgagees.

6.4. **Delinquency or Default.** The payment of any Assessment or installment thereof due to the Association shall be in the default if not paid to the Association on or before the due date thereof. The Association may accelerate Assessments of an Owner delinquent in payment of any Assessment or installment thereof due. Accelerated Assessments shall be due and payable on the date the claim of lien is filed. Such accelerated Assessments shall include the amounts due for the remainder of the budget year in which the claim of lien is filed.

6.5. **Interest and Late Fees; Application of Payments.** Assessments and installments thereon paid on or before the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. The Association may also impose a late payment fee (in addition to interest) to the extent permitted by law. Assessments and installments thereon shall become due, and the Lot Owner shall become liable for said Assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, then to late payment fees, court costs and attorney's fees, and finally to delinquent Assessments. No payment by check is deemed received until the check has cleared.

6.6. **Recording of Priority of Lien.** The lien of the Association shall be effective from and after recording in the Public Records of the County, a claim of lien stating the description of the Lot encumbered thereby, the name of the record Owner and the amount and date when due. Such claims of lien shall include only Assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an Officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The lien of the Association shall be subordinate and inferior to the lien of any recorded first mortgage, unless the Association's claim of lien was recorded before the mortgage, but is superior to, and takes priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded. Any Lease of a Residential Unit is subordinate and inferior to any claim of lien of the Association, regardless of when the Lease was executed.

6.7. **Notice of Intention to Foreclose Lien.** So long as required by law, no foreclosure judgment may be entered until at least forty-five (45) days after the Association gives written notice to the Owner of its intention to foreclose its lien to collect the unpaid Assessments or Charges. If this notice is not given at least forty-five (45) days before the foreclosure action is filed, and if the unpaid Assessments or Charges, including those which have been accelerated (if applicable) and those coming due after the claim of lien is recorded, are paid before the entry of a final judgment or foreclosure, the Association shall not recover attorneys' fees or costs. The notice must be given by delivery of a copy of it to the Lot Owner or by certified mail, return receipt requested, addressed to the Owner at his last known address; and, upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Lot Owner or a mailing address at which the Owner will receive the notice, the court may proceed with the

foreclosure action and may award attorneys' fees and costs as permitted by law. The notice requirements of this provision are satisfied if the Owner records a notice of contest of lien. The notice requirements do not apply if an action to foreclose a mortgage on the Lot is pending before any court; if the rights of the Association would be affected by such foreclosure; and if actual, constructive, or substitute service of process has been made on the Lot Owner.

6.8. **Other Remedies.** The Board has the authority to impose such other remedies or sanctions pertaining to non-payment of monetary obligations to the Association. Without limitation, the same include suspension of use rights in Common Areas and Association Property; suspension of voting rights; suspension of the right to serve on the Board; the attachment of rental income; denial of Lease approval requests; and acceleration.

6.9. **Suspension of Use Rights.** If an Owner is delinquent for more than ninety (90) days in paying a monetary obligation due to the Association, the Association may suspend the right of an Owner and his Residential Unit's Occupant, Licensee, or Invitee to use Common Areas, Common Facilities, or any other Association Property until the monetary obligation is paid.

6.10. **Suspension of Voting Rights.** The Association may also suspend the voting rights of a Lot Owner due to nonpayment of any monetary obligation of $1,000.00 or more to the Association which is more than ninety (90) days delinquent for so long as the Owner remains delinquent.

6.11. **Attachment of Rental Income When Lot is Delinquent.** Notwithstanding any other remedy available to the Association under this Declaration, the Bylaws, or applicable law, the Association has the following options when payment of Assessments or Charges is in default. The Association may, without order of the Court, direct rental income (by written notice to any applicable Tenant with copy to the applicable Owner) from Residential Units in default to be paid directly to the Association until all outstanding Assessments, Charges, other monetary obligations, interest, late fees, costs, collection expenses, reasonable attorneys' fees, and receiver's fees, if applicable, are paid in full. As an alternative, the Association may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a Residential Unit in default paid directly to the Association, the court registry, or a receiver, as the Court may direct. The Association may choose any of these courses of action, or other remedies as may be prescribed by law as the Board deems appropriate, without the same constituting a waiver or election of remedies.

6.12. **Lien for Charges.** Except as prohibited by law, there is created by this Declaration a common law and contractual lien to secure payment for any service which the Association provides for an individual Owner or expenses which the Association incurs in regard to a Lot Owner, and which are not otherwise secured by the statutory lien for Common Expenses. The Lien for Charges shall be of equal priority to, shall accrue interest and late fees, and shall be foreclosed in the same manner as the Common Expense lien, including the right to recover attorneys' fees, costs, and expenses of collection.

6.13. **Mortgage Foreclosure.** If the mortgagee of a first mortgage acquires title to a Lot as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure,

such acquirer of title shall be liable for the share of Common Expenses or Assessments attributable to the Lot, or to the former Owner of the Lot, which came due prior to the mortgagee's acquisition of title as required by Chapter 720, Florida Statutes, as amended from time to time. The Association will not be considered jointly and severally liable for the payment of any monetary amounts with any subsequent buyer if the Association holds title due to its foreclosure action or by deed in lieu of foreclosure. Any unpaid share of Common Expenses for which such acquirer is exempt from liability becomes a Common Expense collectible from all Owners, including such acquirer and his successors and assigns. All other persons or entities acquiring title to a Lot as the result of a foreclosure or other Court ordered sale shall be obligated to pay all past due Charges, fines, Assessments, interest, late fees, attorney's fees and costs regardless of whether or not the Association has filed a lien and the Association will not be considered jointly and severally liable for the payment of any monetary amounts with any subsequent buyer if the Association holds title due to its foreclosure action or by deed in lieu of foreclosure. No Owner or acquirer of title to a Lot by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any Charges, fines, Assessments, interest, late Fees, attorney's fees, and costs coming due during the period of his ownership.

6.14. **Certificate as to Assessment, Mortgagee Questionnaires.** Within ten (10) days after request by an Owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all Assessments and other monetary obligations owed to the Association by the Owner with respect to the Lot have been paid. Any person other than the Owner who relies upon such certificate shall be protected thereby. The Association may charge a fee, if allowed and up to the maximum by law, to issue an estoppel certificate.

6.15. **Requirement to provide an Accounting.** Association Lot Owners can make a written request for a detailed accounting of any amounts owed to the Association, and the Association shall respond within fifteen (15) days. If the Association fails to provide the accounting within fifteen (15) business days of a written request, any outstanding fines of the requester are waived if the fine is more than thirty (30) days past due and the Association did not give prior written notice of the fines. After a Lot Owner makes such written request to the Board, they may not request another detailed accounting for at least ninety (90) calendar days.

7. INSURANCE.

7.1. **Association Insurance; Duty and Authority to Obtain.** A master policy of property and casualty insurance shall be maintained through the Association. Such insurance shall insure all of the Association structures to a reasonable amount of replacement. Such coverage shall afford protection against the loss or damage by fire and other hazards covered by standard extended coverage endorsement. Each Owner shall be assessed annually for the insurance premium, as part of their annual Maintenance fee. The Association shall also purchase such insurance as may be necessary on the Common Property to protect the Association and the Owners. Such insurance shall be maintained in the same manner and method as set forth above.

7.2. **Optional Coverage.** The Association may purchase and carry other such insurance coverage as the Board may determine to be in the best interest of the Association and Owners.

7.3. **Description of Coverage.** A detailed summary of the coverage included in the master policies, and copies of the master policies, shall be available for inspection by Owners or their authorized representatives upon request.

7.4. **Non-Liability for Fluctuations of Water Levels.** Neither the Association, nor any Officer, Director, employee, or agent of such entities, shall have any liability for aesthetic conditions, damage to lateral plantings or direct or consequential damages of any nature or kind caused by the fluctuation of water levels.

7.5. **Waiver of Subrogation.** If available and where applicable, the Board shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the Association Lot Owners, or their respective servants, agents, or Guests, except for any claim based upon gross negligence evidencing reckless, willful, or wanton disregard for life or property.

7.6. **Owner's Duty to Insure.** Each Lot Owner is responsible for insuring the real and personal property within his own Lot and Residential Unit. Each Owner must recognize that he bears financial responsibility for any damage to his property or liability to others that would otherwise be covered by such insurance, including all risk, windstorm, and general liability.

7.7. **Association's Right of Entry.** For the purpose of performing the duties authorized by this Section, the Association, through its duly authorized agents and employees, shall act have the right, after reasonable notice to the Owner, to enter upon the Residential Unit at reasonable hours. In the event a Residential Unit is damaged, through an act of God or other casualty, that Owner shall promptly cause the exterior of their Residential Unit to be repaired and rebuilt substantially in accordance with the original architectural and landscape plans and specifications. It shall be the duty of the Association to enforce such repair and rebuilding of the Residential Unit to comply with this responsibility; however, the Association shall apply any insurance proceeds received by it on account of such act of God or other damage toward the cost of such repairs and rebuilding. Any deductible will be the responsibility of the Owner. Should the Owner refuse to honor his obligations under this paragraph, the Association may contract for such repairs and rebuilding as it deems necessary, and it shall have a lien against the damaged Lot for any such cost not fully covered by insurance. The Association shall have no liability to the Owner, whether for trespass or otherwise as a result of such entry upon the Lot.

7.8. **Insurance Proceeds.** All insurance policies purchased by the Association shall be for the benefit of the Association, the Owners and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the Owners and their respective

mortgagees.

7.9. **Damage.** Where loss or damage occurs to the items Maintained by the Association, it shall be mandatory for the Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

7.9.1. **Estimate.** The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration and shall negotiate and contract for repair and reconstruction.

7.9.2. **Special Assessment.** If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the items, the Association shall promptly, upon determination of the deficiency, levy a special Assessment against all Owners for the deficiency. Such special Assessments need not be approved by the Owners. The special Assessment shall be added to the funds available for repair and restoration of the Property.

7.10. **Fidelity Insurance.** The Association shall obtain and maintain insurance or fidelity bonding of all natural persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time.

7.11. **Association as Agent.** The Association is hereby irrevocably appointed as agent for each Owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Lots, Residential Units, or items Maintained by the Association.

8. **OCCUPANCY AND USE RESTRICTIONS.** The use of the Property of the Association shall be in accordance with the following provisions:

8.1. **Occupancy of Residential Units; Single Family Residence.** A Residential Unit shall be used only as a Single Family residence. As used in the Governing Documents, "Single Family" means one natural person, a group of two or more natural persons who customarily reside together as a Single Family housekeeping unit, each of whom is related to each of the others by blood, marriage (or domestic partnership) or adoption, or not more than two persons not so related, who customarily reside together as a single housekeeping unit. For purposes of these Governing Documents, reside means to sleep in the Residential Unit for more than one hundred and eighty (180) nights during a calendar year. No person may reside in a Residential Unit as an Owner, Resident, or Family member or for any reason Occupy the Residential Unit on an overnight basis for more than one hundred and eighty (180) days in a calendar year unless said person's Occupancy has been specifically approved by the Association, through the Board of Directors. In considering such requests, the Board may consider the Disapproval Criteria established herein to constitute good cause for disapproval and may charge a reasonable fee for review of Occupancy requests.

8.2. **Re-Subdivision or Combination of Lots.** None of the Lots graphically depicted on the Plat may be subdivided into two or more Lots, submitted to condominium use or any combination thereof. However, two Lots or one and one-third Lot, or one and one-half Lot, or one and two-thirds Lot may be combined to form a single Lot. In the event of conveyance of less than an entire Lot from the original Developer, the Association shall approximate a

Commented [6]: NOTE TO CLIENT: this number is based on stock standard minimum leasing numbers so that an owner cannot circumvent your new additions. (leasing clauses)

Commented [7]: NOTE FROM CLIENT:
Do we need this language for condominium since we are a single family neighborhood?

REPLY I can remove that line, but it would mean an unimproved Lot could be turned into a condo ;)

third or half of a Lot, and any division so accomplished shall be deemed to establish a third or half Lot for all purposes, including assessments. Owners shall not convey partial Lots unless the written and recorded consent of the ARC is first obtained. There shall be no conveyance of a fractional Lot under any circumstances, unless provision is first made to include the remaining fraction as part of the other adjacent Lot as a single Lot.

8.3. **Guest Suspension.** The Board may, at a duly noticed meeting, temporarily suspend, or permanently ban, a Guest from entering the Property if the Board finds that such person has engaged in a serious violation of the Governing Documents or applicable law upon the Association Property or has engaged in systematic violations of the Governing Documents or applicable law upon the Association Property. Prior to the imposition of such suspension or ban, the Owner shall be given at least fourteen (14) days' notice of a hearing before the Fining Committee to show cause why the suspension or ban should not be imposed. The decision of the Fining Committee shall be final and shall not be subject to any requirement for a hearing before any type of Committee.

8.4. **Residential Business Uses.** No trade or business may be conducted in any Residential Unit or on the Common Areas, except that an Owner, Tenant or other Occupant may have a home office within the Residential Unit so long as (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Residential Unit; (2) the business activity conforms to all zoning requirements for the Association Property; (3) the business activity does not involve persons coming on the Association Property who do not reside in the Property or door-to-door solicitation of Residents of the Association Property; and (4) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. No Lot shall be used as a recreational facility in a manner inconsistent with a residential neighborhood environment.

The Association does not permit transient accommodations. Any such efforts to use the Residential Unit in a transient fashion and inconsistent with this Declaration will be denied. Offering Residential Unit through such programs as VRBO, HomeAway and Airbnb, and similar companies are not permitted. All rentals must be approved by the Board, or its designated agent.

8.5. **Animals.** No animals, wildlife, livestock, reptiles, or poultry of any kind shall be raised, bred, or kept for commercial purposes on any portion of the Lot, except that dogs, cats, or other usual and common household animals may be permitted for personal enjoyment in a reasonable number determined by the Board in its discretion. The Board may promulgate rules and regulations dictating the permitted number of animals, maximum size, and types. Those animals which, in the sole discretion of the Board or property manager, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to other Residents shall be removed upon request of the Board or property manager after review, hearing and determination of the Fining Committee.

8.5.1. Animals must be under handheld leash or carried at all times while outside the Residential Unit, and therefore electronic devices such as fences to control animals are not permitted.

8.5.2. Excrement made by animals on property other than the Lot owned or leased by the pet owner shall be removed by Owners or handlers immediately, placed in a sealed bag or container, and deposited in the Owner's solid waste container.

8.5.3. Animals that are, in the sole discretion of the Board of Directors, vicious, noisy, or otherwise unpleasant will not be permitted. In the event that an animal has, in the sole opinion of the Board, threatened a person or another's animal, has become a nuisance or an unreasonable disturbance, written notice will be given to the Owner or other person responsible for the animal, and the animal shall be removed from the Association after review, hearing and determination of the fining committee.

8.5.4. Any Owner or other Resident who keeps or maintains any animal shall, in exchange for and in consideration of the privilege to keep the animal, hereby indemnify and hold the Association and each Owner free and harmless from any loss, claim or liability of any kind or character of whatever nature arising from or related to the keeping of such animal within the Association.

8.5.5. The Board has the authority and discretion to make exceptions to the limitations in this regulation in individual cases and to impose conditions concerning the exceptions. The granting of exceptions shall not be deemed to be a waiver of the right to enforce the restrictions in other cases.

8.5.6. Feeding of wildlife and other animals, especially ducks, eagles, pelicans, turtles, alligators or fish is not permitted. Leaving food unattended so that wildlife or roaming animals can easily find it is considered to be feeding wildlife. The Association will not hesitate to notify the appropriate authorities if feeding wildlife occurs.

8.6. **Acts of Animals.** The Association shall have no liability for the actions of or damage caused by any animals within the Properties including but not limited to ducks, eagles, dogs, raccoons, bats, opossums, armadillos, foxes, snakes, squirrels, iguanas, bobcats, lizards, coyotes, skunks, alligators, or snapping turtles. All Owners, and their Families, Guests, Invitees, and Lessees are hereby made aware of the presence of hazards caused by certain animals within the Properties.

8.7. **Vehicles; Parking.** In order to ensure the accessibility to the Property by fire, ambulance and other emergency personnel, the Board shall have the authority to establish parking policies. Said restrictions shall become enforceable upon providing each Owner with notice thereof either through written notice to the Owners or the posting of signs. All vehicles (including golf carts) must be registered with the Association. Loud or modified exhaust vehicles of any kind shall not be permitted. Notwithstanding any language within this Declaration or the Bylaws purporting to follow Chapter 720 of the Florida Statutes or other "as amended from time to time" (i.e. Kaufman language), this section shall not be subject to such changes unless required by law as being (1) Procedural in nature, (2) of Retroactive Intent, and (3) satisfying Pomponio Analysis.

8.7.1. **Parking.** Parking is only permitted on a paved surface within a Lot. Parking on the sidewalk and overnight street parking is prohibited. Street parking shall not impede the access to fire hydrants, mail boxes, or another Owners' driveway. The Association may promulgate rules to accommodate street parking for special occasions. Any such accommodation will require the written approval of the Board. Damages caused by a vehicle, trailer, motor home, camper to the street, sidewalk, or another Owner's property due to the vehicle or trailer structure, weight or fluids will be the responsibility of the Owner.

8.7.2. **Vehicle Storage.** No camper, motor home, tractor, trailer, boat, watercraft, or any other of the kind as determined by the Board, may be parked on any Lot, sidewalk, street, or driveway of a Residential Unit if visible from the parcel's frontage or an adjacent parcel. Variances may be permitted in emergency circumstances, and shall be approved in written form. Boats or any other watercraft and associated trailers must be stored within the closed confines of a garage, within the Harborage boatyard storage area, or at an offsite location. Campers, motorhomes and trailered boats may be parked in the driveway or in the street in front of a Residential Unit, or Lot temporarily for the purpose of loading or unloading or as approved by the Board. For these purposes, "temporarily" will not mean either of the following:

8.7.2.1. Parking the vehicle on a Lot for period of time of more than ten (10) consecutive hours; or

8.7.2.2. Parking the vehicle on a Lot on a regular or recurring basis even though not parked for a period of more than ten (10) consecutive hours on any particular occasion, other than during the course of construction of improvements on the Lot;

8.7.2.3. Parking the vehicle on a Lot overnight.

8.7.3. **Licensed and Operable.** Unlicensed vehicles (such as gas powered motorized bikes or motorcycles, go-karts, off-road vehicles) shall not be operated within the Subdivision, nor any vehicles without proper sound control devices. All permitted vehicles shall be operated in a safe manner and within speed limits established by the Association. Golf carts shall be used by licensed drivers or as specified by Florida laws.

8.7.4. **Repairs.** Vehicle maintenance may only be performed within the confines of a garage. No vehicle maintenance shall be performed on a driveway, street or Common Property.

8.7.5. **Driveways.** Each driveway or parking area within the Subdivision will be constructed of concrete, brick or other hard surface material approved by the ARC. No asphalt, gravel, rock, shell, dirt, clay or other soft or loose surface driveway or parking area will be permitted within the Subdivision. Parking area and driveway materials and design a subject to ARC approval.

8.7.6. **Garages.** Each Residential Unit within the subdivision will have a garage. Each garage will enclose the space of not less than five hundred (500 sq ft) square feet. Each garage will have one or more doors which, when closed, will have the effect of precluding access into the garage. No carports or other open garages will be permitted within the subdivision. Garages shall be equipped with electronically operated doors.

8.8. **Towing.** Any vehicle that is parked in violation of the Association's restrictions may be towed or booted. No prior notice is required. All costs and expenses shall be borne by the owner of the vehicle. The Association is not liable for trespass or for any damage to a vehicle that is towed or booted by a licensed and insured company. Owners and Lessees

Commented [8]: NOTE TO CLIENT:
Florida Statute 720.3045 was created during the recent legislative session as part of House Bill 437 and prevents associations from restricting the installation, display and storage of "any items" on a parcel that are not visible from the parcel's frontage or an adjacent parcel, unless same are prohibited by general law or local ordinance. This supersedes anything your documents may say.

are responsible to see that all of the Occupants of their Residential Units, Guests, and Invitees, comply with the Association's parking restrictions. Owners shall indemnify, defend, and hold the Association harmless from all claims against the Association on account of towing or booting a vehicle, including claims against the Association asserted by any Occupant of the Residential Unit, Guests, and Invitees, excepting only if it has been judicially determined that the Association is guilty of gross negligence or a higher degree of culpability.

8.9. **Aesthetic Controls.** No improvement of any kind including, but without limitation, buildings, fences, walls, signs, site paving, grading, parking, building additions, screen enclosures, decorative structures, mailboxes, and barrier landscaping, shall be erected, placed or maintained on a Lot unless and until the specifications, materials, building and site plans therefore have been presented to and approved by the Architectural Review Committee of the Association ("ARC"). The Association shall promulgate reasonable procedures and guidelines for the review process, and Lot Owners shall be bound by those procedures and guidelines, as well as by the substantive rules to be applied by the ARC. Some house designs may be unacceptable for a particular Lot because of similarity to homes in the immediate neighborhood. If, in the judgment of the ARC, the massing, basic style, roofline, exterior materials colors or other features of a home are too similar to its neighbors, the design will not be approved. If the plans and specifications reflect the construction of improvements which are consistent with this Declaration, they will be approved by the ARC. If they reflect the construction of improvements which are not consistent with this Declaration, they will be disapproved by the ARC and the notice of disapproval will recite with specificity the inconsistencies which are the reason for disapproval. The Association may provide for reasonable fees to be paid to the Association or to professionals employed by the Association for review of matters which require ARC approval.

If the ARC denies an Owner's request or application for the construction of a structure or other improvement on a Lot, the ARC must provide written notice to the Lot Owner stating with specificity the rule or covenant on which the ARC relied when denying the request or application and the specific aspect or part of the proposed improvement that does not conform to such rule or covenant.

8.10. **Air Conditioning Units.** Air conditioning units shall be adequately screened to prevent being viewed from any street, the method of screening is subject to ARC approval. Window air conditioning units are not permitted in the subdivision. Wall air conditioning units may be affixed to buildings only with ARC approval.

8.11. **Antenna.** No antenna of any kind shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building other than a satellite antenna less than one meter in diameter, an aerial designed to receive over-the-air television broadcast, or an antenna designed to receive multi-channel, multi point distribution service which may be installed only at a location on a Lot approved by the ARC. In approving the installation and location of any antenna the ARC shall comply with all applicable laws, whether State or Federal.

8.12. **Boats and Boatyard.** The Board or ARC shall promulgate rules of use for the boatyard and the boat ramp that is for communal use. Storage of anything in the boatyard shall be for Owners only and may be subject to board approval in its sole discretion. Lessees or Guests shall not be permitted to store anything in the boatyard. The parking of vehicles and boat or watercraft trailers will be in designated areas by the Association. Vehicles not

registered in the Harborage and parked outside the designated area will be subject to tow per Section 8.8. herein.

Boats that are partly or fully submerged shall be removed by the Owners, and if the Owner does not comply within fourteen (14) days of the notice, the Association shall remove the sunken craft, and the cost shall be levied against the Owner and considered an assessment hereunder. If no Owner is found of the watercraft, the Association shall remove the submerged craft and the cost shall be a Common Expense. No boat ramps are permitted on any Lot. All Boats or other motorized watercraft being trailered or operated within the Harborage must be registered with the Association.

Commented [9]: NOTE TO CLIENT: Must give notice, not from the occurrence. Let me know the timeframe from this info. Normally a notice gives 14 days to rectify from occurrence. If you sent the notice as soon as someone spotted it, then you could still work with the 14 days.

Owners who have leased their Lot are permitted to store an item in the boatyard storage area, but may not have access to the lakes and boat ramp while the Lot is being leased. A Lessee who desires to use a boat or watercraft within the Harborage on the lakes or the canal boatyard or canal ramp must be registered with the Association. This includes providing proof of insurance, paying the $500 administrative fee and a $1000 security deposit for any damages that may be incurred by the Lessee. Such deposits will be accounted for as being separate from other Association funds. Only the approved Lessee may trailer or operate a boat or watercraft within the Harborage.

All Owners take full responsibility for the safe operation of watercraft and for any damages incurred to personal or Association property from the Owner's, Lessee's, or Guest's negligent use thereof. The Association has the right to promulgate Lake and Boatyard Rules as amended from time to time.

8.13. **Docks**. Docks and floating docks may be permitted subject to ARC approval. Docks shall be a maximum of five hundred (500 sq ft) square feet and setbacks must be twenty (20') feet from any property line. Floating docks must not impede the use of a neighboring dock with a minimum setback of twenty (20') feet. This setback may be reduced to ten (10') feet with the written neighboring Owners approval.

8.14. **Exterior Lighting.** Each building will have exterior night lighting to discourage theft and vandalism within the Subdivision. As a minimum, each completed home shall have an ARC approved operative lamp post of a style consistent with the architecture and color of the home and/or landscape lighting. The lamp in the post or the landscape lighting shall be equipped with a solar activated switch to operate the lamp or landscape lighting from sunset to sunrise. The lamp post shall be located between the front of the home and the road or private drive easement. Landscape lighting must include at least three (3) up lit features approved by the ARC. All exterior lighting is subject to the approval of the ARC. The ARC shall consider light position, lumen/brightness, color, mounting structure and effect on adjacent properties when approving a new or replacement lamp.

8.15. **Fences.** Fences shall not be permitted which enclosed or define the boundary lines of a Lot. Fences, walls or screens may be used, subject to ARC approval, to enclose service areas, patios, swimming pools or other areas requiring privacy.

8.16. **Flags.** Any Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4 1/2 feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, Space Force or Coast Guard, a POW-MIA flag, or a first responder flag. Any flagpole must be approved by the ARC and shall comply with specifications set by the County and State.

8.17. **Garbage and Trash.** Garbage, trash and other refuse may be stored on a Lot for collection or other disposition for no more than a reasonable period of time, and then only in containers which are reasonably except for to the Association. Trash containers and other personal property stored on or used on a Lot will be stored in such a manner as not to be visible from any road easement, street, highway or other Lot. Storage may be below ground, inside buildings or within a visual barrier of aesthetically pleasing appearance which is approved by the Association consisting of earth-mounding, landscaping, walls, fencing or combination thereof. Garbage, trash, and other refuse may be placed at the curb directly in front of the property no longer than twenty four (24) hours before or after designated collection time. A maximum of two 65 gallon or less wheeled garbage containers may be stored against the side of the building in a location that is visible to others assuming the lids remain fully closed, and the location is at least 10 feet set back from the front of the building, or immediately adjacent to the properties garage side-entry door. Additional trash, construction materials, lawn equipment, planting materials or other personal property must be stored in such a manner as to not be visible from the road or adjacent property. Storage may be inside buildings or within a visual barrier such as landscaping, walls, fencing, earth mounding, or combination thereof that must comply with all Association architectural and aesthetic guidelines and be ARC approved.

8.18. **Hurricane Shutters and Hurricane Protection.** The ARC shall adopt and approve models, styles and colors of hurricane protection products as a standard for use in the Association. No hurricane shutter or protection except of the standard model, color and style adopted or approved by the ARC shall be used in or upon the Property. Shutters and protection products installed and existing prior to the adoption of a standard are grandfathered, however any replacement of existing shutters or protections must comply with the new guidelines and building codes. The ARC cannot deny an application for installation, enhancement, or replacement of certain hurricane protection. All specifications adopted by the Board and hurricane protection installed by the Owners shall comply with the applicable building code. Owners shall be responsible for the Maintenance, repair and replacement of any hurricane shutters, and other hurricane protection, if installed. Protective shutters and hurricane shutters may not be activated for use more than seven (7) days before the projected arrival of a hurricane or tropical storm. Protective shutters and hurricane shutters shall be deactivated within ten (10) days after the hurricane or tropical storm or threat has passed unless the area is under an evacuation order or another hurricane or tropical storm is imminent. If the area is under an evacuation order, the ten (10) day time frame is extended to begin once the evacuation order is lifted.

8.19. **Lawn Equipment.** Playground equipment and other lawn equipment, including, but not limited to grills, swings, Merry Go round, tents, playpens, sandboxes and toys, maybe located in the rear yard of a home, not in the front yard. Clothes lines and drying racks may be used only at a location on a Lot approved by the ARC. Windmills shall not be permitted.

8.20. **Mailboxes.** Mailboxes shall be of a design prescribed by the ARC and located pursuant to ARC specifications. Mailboxes shall be located within the Road Rights of Way. There shall be two mailboxes for each support for Lots fronting on the East Lake and the north shore of the West Lake; there shall be four mailboxes for each support in all other areas. The ARC may approve variances regarding the number of mailboxes on each support to accommodate the development of Lots, which vary from platted Lots. The Association shall maintain and replace the common support, and each Owner shall maintain and replace their individual mailbox.

Commented [10]: NOTE TO CLIENT: Owners, by newly approved law, can not be fined if they leave it out for up to 48 hours (essentially 24 hours longer than what you state).

Commented [11]: NOTE TO CLIENT: You cannot outright ban outdoor laundry drying. You can limit where they can put it though. Laundry is usually where it cannot be seen from the road or other units if possible. This law supersedes any of the HOA. You cannot make rules to disallow it.

Commented [12]: NOTE TO CLIENT:
However, the Association under the premise of a neighborhood wide mailbox refurbishment, the Association has the right to maintain the post and mailbox at the Association's discretion and expense. (Basically we have done this after some Hurricane wind or storm surge damage.

REPLY So essentially, the Association wishes to be responsible for the mailbox as well?

8.21. **Nuisances, Offensive or Illegal Activities.** No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition that will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the Occupants or surrounding property. No noxious, illegal or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Association Property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Association Property or which will increase insurance rates on any Residential Unit or on the Common Areas. No apparatus or machine of any sort shall be used or maintained on the Association Property which causes interference with television or other such reception in other Residential Units.

8.22. **Roof.** Roof material shall be either cement tile, clay tile or press formed aluminum-zinc coated steel (26 gauge or thicker) panels with ceramic coated colored chip finish in a profile which matches traditional roofing tile, Spanish S-tile or hand split shake with colors which comply with the ARC Guidelines. However, the ARC shall have absolute discretion to approve other materials of a quality and appearance which are consistent with the objectives of this Declaration or the approved architectural guidelines, provided that conventional asphalt or fiberglass shingles, mill finish (galvalume) sheet metal or standing seam roofing or fluoropolymer or modified silicone-polyester coated roofing products shall not be permitted.

8.23. **Rules and Regulations.** The Board may, from time to time, adopt and amend Rules and Regulations governing the and restricting the use and Maintenance of the Lots, provided however, that copies of such Rules and Regulations are furnished to each Owner prior to the time that they become effective.

8.24. **Signs and Graphics.** All signs located within the Subdivision will be conservative in size, shape, color and graphics, and otherwise aesthetically pleasing in appearance. All signs are subject to approval by the ARC. Signs will not be located on any building exterior walls or "stand out" from exterior wall surfaces on any Lot unless approved by the Association in advance. Signs may be lighted; however, flashing lights of any kind will not be permitted. No more than one (l) sign may be erected or maintained on any one Lot at any one time. No sign erected may have a surface area on any one side of more than one square foot, excepting only the following signs:

8.24.1. Signs advertising a Lot and/or the improvements thereon for sale or lease may have a surface area on any one side of not more than three (3) square feet and shall conform with the Architectural Guidelines and Review Procedures. The Architectural Guidelines and Review Procedures designate specifications for said signs, including height, width, materials, wording, and colors. The proposed location of said sign upon the subject property shall be approved by the ARC.

8.25. **Solar Collectors. S**olar collectors may be installed on the roof of a Residential Unit provided the Owner receives prior written approval of the ARC, and the solar collectors are installed and Maintained in accordance with Section 163.04, Florida Statute. and applicable County regulation. The Owner of any property with solar collectors shall be responsible for damages caused by the solar collectors.

8.26. **Temporary or Permanent Structures.** Other than one Residential Unit, and related garage, no free-standing structure, trailer, house trailer, tent, shack, shed, barn, or other outbuilding shall be used or placed on any Lot or the Property at any time either temporarily or permanently without the prior written approval of the ARC as to its location, design, architecture and appearance.

8.27. **Waterfront.** Owners may not alter the waterfront of a Lot in any manner, including excavation, fill or construction of improvements, unless approval is first obtained from the ARC. Owners shall take reasonable precautions to avoid the carrying of detrimental substances into the lakes or canals through run-off or other means as described on the development permits for the Subdivision. No heavy metal herbicides may be used within ten (10) feet of the shoreline. Owners are responsible for preventing any vegetation trimmings or other yard waste, plastics, or any other man made liquid or solid to enter the lakes or canal. Owners are responsible for the immediate removal of such items. Boat ramps shall not be constructed on any Lot. Docks may be constructed on any Lot and are subject to ARC approval. Owners shall permit reasonable access to the waterfront, over land and over water, to the Association and to governmental agencies for the purpose of monitoring water quality.

8.28. **Use of Lakes And Canals.** The Owners of property in the Subdivision, and the Tenants or Guests of the Owners, may utilize the lakes for any lawful purposes, subject to rules to be promulgated by the Association and Guests must be in the presence and direct supervision of an Owner or Resident. Owners may not have access to the lakes or boat ramp if their Lot is being leased. Motor driven boats operated in the lakes shall not exceed idle speed within 150' of any shoreline. The Owners of property in the Subdivision shall not operate motor boats in canals in or adjacent to the Subdivision at other than idle speed. Boats shall not be anchored in lakes overnight, but may be moored to docks overnight. Boats shall not be used as overnight accommodations. Any boat left in the lakes or canals shall be Maintained in good working condition and good appearance. The lakes within the Subdivision are for the exclusive use of Lot Owners and their guests. Owners, their Tenants, or Guests shall not operate or maintain in the canals, boats with a fixed draft in excess of the draft allowed by applicable governmental permits.

9. **LEASING OF RESIDENTIAL UNITS.** In order to foster a stable residential community and prevent a transient atmosphere, the Leasing of Residential Units by their Owners shall be restricted as provided in this section. All Leases of Residential Units must be in writing. An Owner may Lease only his entire Residential Unit, and then only in accordance with this Section, after receiving the approval of the Association. The Lessee must be a natural person as opposed to an artificial entity such as a corporation, partnership, trust, etc. The following also applies to any new Occupant of a Lot that was not approved under the existing Lease of the Lot.

9.1. **Regulation by Association.** The Board of Directors, or its designated agent or property manager, shall have the authority to approve or disapprove all Leases and Rentals. The Board shall have the authority to promulgate or use a uniform Lease, license or Rental application and require such other information from the proposed Lessees as is appropriate under the circumstances.

9.2. **Fees and Deposits for the Lease of Residential Units.** Whenever herein the Board's approval is required to allow the Lease of a Residential Unit, the Association may charge the Owner a preset fee in addition to the costs of any background and credit checks for processing the application. Such fee shall not exceed the maximum amount allowed by

law. A separate fee may be charged for each person intending to Occupy the Residential Unit except only one fee may be charged for a married couple and minor children. No fee may be charged for approval of a renewal or extension of a Lease with the same Lessee. The Association may also require a security deposit to protect against damage to Association Property.

9.3. **Term of Lease and Frequency of Leasing.** Leasing during the first two (2) years of ownership is prohibited, unless a written exemption is made with good cause by the Board. No Residential Unit may be Leased more often than times (3) times in any calendar year, with the minimum Lease term being six (6) months. For purposes of this restriction, the first day of Occupancy under the Lease shall conclusively determine in which year the Lease occurs. No Lease may be for a period of more than one (1) year. However, the Board may, in its discretion, approve the same Lease from year to year. No subleasing or assignment of Lease rights by the Lessee is allowed.

9.4. **Notice by the Owner**. An Owner intending to Lease their Residential Unit shall give to the Board or its designee written notice of such intention at least fourteen (14) days prior to the first day of Occupancy under the Lease together with the name and address of the proposed Lessee and Occupants, a fully executed copy of the Lease, and such other information as the Board may reasonably require including but not limited to a credit report, background check, and proof of lawful residency. The Board may require a personal interview with any Lessee, proposed Occupant, and his spouse, if any, as a precondition to approval.

9.5. **Board Action**. After the required notice and all information or interviews requested have been provided, the Board, or its designated agent, shall have fourteen (14) days in which to approve or disapprove the proposed Lease. If the Board, or its designated agent, neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of an approval, and on demand the Board, or its designated agent, shall issue a written letter of approval to the Lessee.

9.6. **Disapproval Criteria**. A proposed Lease shall be disapproved only if a majority of the whole Board so votes, and in such case the Lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following "Disapproval Criteria":

9.6.1. The Person seeking approval (which includes all proposed Occupants or Residents) has been convicted of, pled no contest to, or has been released from incarceration, probation or community control for:

9.6.1.1. a capital, first, or second degree felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;

9.6.1.2. a felony involving damage to or theft of property;

9.6.1.3. a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior;

9.6.1.4. a first or second degree felony involving illegal drugs;

9.6.1.5. any drug offense involving the manufacture and/or distribution of illegal drugs.

9.6.2. The Person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that label occurred;

9.6.3. The application for approval on its face, or the conduct of the applicant, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Association.

9.6.4. The proposed Occupant makes any material misrepresentation during the application process, which shall justify retroactive disapproval of the application upon discovery of the misrepresentation.

9.6.5. The Person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or associations, or by his conduct in this Association as a Tenant, Resident, Occupant or Guest;

9.6.6. By way of example, but not limitation, an Owner allowing a Tenant or transferee to take possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions.

9.6.7. The Owner or Person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner or has made material misstatements or withheld material or information during the application process;

9.6.8. The Owner has a history of Leasing their Residential Unit without obtaining approval, or Leasing to troublesome Lessees or refusing to control or accept responsibility for the Occupancy of their Residential Unit;

9.6.9. The Owner has a history of disregarding the Rules and Regulations of the Association, including without limitation, prior covenant violations, delinquencies or disregard of the Leasing provisions.

9.6.10. The real estate company or rental agent handling the Leasing transaction on behalf of the Owner has a history of screening Lessee applicants inadequately, recommending undesirable Lessees, or entering into Leases without prior Association approval;

9.6.11. All Assessments, fines and other Charges against the Lot have not been paid in full.

9.7. **Unapproved Leases.** Any Lease of a Residential Unit not approved pursuant to this Section shall be void and unenforceable unless subsequently approved by the Board. The Association shall have the right to evict the Tenant without securing the consent from the Owner. For the purpose of such eviction, the Association shall be deemed to be an agent of the landlord and all attorney fees and costs shall be the responsibility of the Owner and shall constitute a Charge and may be collected as a delinquent Assessment as provided for in this Declaration.

9.8. **Tenant Agreement to Covenants.** All of the provisions of the Governing Documents and the Rules and Regulations of the Association shall be applicable and enforceable against any person Occupying a Residential Unit as a Lessee or Guest to the same extent as against the Owner. A covenant on the part of each Occupant to abide by the Rules and Regulations of the Association and the provisions of the Governing Documents, designating the Association as the Owner's agent with the authority to terminate any Lease agreement and evict the Tenants in the event of breach of such covenant, shall be deemed to be included in every Lease agreement, whether oral or written, and whether specifically expressed in such agreement or not. All Leases shall be deemed to provide that a violation of the Governing Documents is grounds for damages, termination, and eviction and that the Tenant and the Owner agree that the Association may proceed against either the Owner or the Tenant and the Owner or the Tenant shall be responsible for the Association's costs and expenses, including attorney fees and costs, secured by a lien against the Lot.

9.9. **Collateral Assignment of Rents.** In the event an Owner is in default in payment of Assessments for Common Expenses or any other monetary amounts owed to the Association, the Association shall have the authority to collect rents directly from the Owner's Tenant. The authority granted in this Section is in addition to any authority granted by law.

9.10. **Attorney Fees and Costs.** All attorney fees and costs associated with any legal action taken against a Tenant or Occupant shall be the responsibility of the Owner. This includes, but is not limited to, all attorney fees and costs incurred by the Association in connection with a covenant enforcement matter, collateral assignment of rents, or legal action with regard to a Tenancy or Occupancy issue, termination of a Lease, or eviction of any Lessee or Occupant.

9.11. **Use of Common Areas and Association Property.** To prevent overtaxing the facilities, an Owner whose Residential Unit is Leased may not use the lakes, the boat ramps, or any other recreation facility. The Owner may continue to store an item in the boatyard. Tenants are not permitted to store any item in the boatyard.

10. **TRANSFER OF OWNERSHIP.** In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the property, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a Lot shall be subject to the following provisions:

Any person who was not approved as part of the conveyance to the present Owner must be approved in advance of taking Occupancy as provided herein, and for good cause may be disapproved, regardless of whether or not said person shall be obtaining an ownership interest in the Lot.

10.1. **Transfers.**

10.1.1. **Sale or Gift**. No Owner may transfer a Lot or any ownership interest in a Lot by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.

10.1.2. **Devise or Inheritance**. Notwithstanding any other provision hereof, if any Owner acquires his title by devise or inheritance, his right to Occupy or use the Lot shall be subject to the approval of the Board of Directors. The approval shall not be unreasonably denied to any devise or heir who was the prior Owner's lawful spouse at the time of death or was related to the Owner by blood or adoption within the first degree.

10.1.3. **Other Transfers**. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to Occupy or use the Lot before being approved by the Board of Directors under the procedures outlined herein.

10.1.4. **Transfer Committee.** To facilitate transfers proposed during times when many of its Members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, which shall consist of at least three (3) Owners, or to the President, Vice President or Treasurer, any of whom may be deemed a Vice President for purposes of executing a Certificate of Approval.

10.2. **Notice to Association.**

10.2.1. **Sale or Gift**. An Owner intending to make a sale or gift of his Lot or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days before the intended closing date, together with the name and address of the proposed purchaser or recipient, a copy of the sales contract, if any, and such other information as the Board may reasonably require including but not limited to a credit report, background check and proof of lawful residency. The Association may charge a reasonable Fee in addition to the costs of any background and credit checks for the cost of processing each applicant. The Board may require a personal interview with any purchaser or recipient and his spouse, if any, as a precondition to approval.

10.2.2. **Devise, Inheritance or Other Transfers**. The transferee must notify the Board of Directors of his ownership and submit a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no Occupancy or use rights until and unless approved by the Board but may sell or Lease the Lot following the procedures in this Declaration.

10.3. **Failure to Give Notice**. If no notice is given, the Board of Directors, at its election may approve or disapprove at the time it learns of the transfer. If any Owner fails to obtain the Association's approval prior to selling an interest in a Lot, such failure shall create a rebuttable presumption that the seller and the purchaser intend to violate the covenants of this Declaration and shall constitute good cause for Association disapproval.

10.4. **Board Action**. Within fourteen (14) days after receipt of the required notice and all information or interview requested, or not later than sixty (60) days after the notice required above is received, whichever occurs first, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of

approval and on demand the Board shall issue a Certificate of Approval to the transferee.

10.5. Disapproval.

10.5.1. With Good Cause. Approval of the Association shall be withheld for good cause only if a majority of the whole Board so votes. If the Board disapproves a transfer for good cause, the Association has no duty to purchase the Lot or furnish an alternate purchaser, and the transaction shall not be made, or if made, shall be rescinded in the manner determined by the Board. The previously stated Disapproval Criteria may be deemed to constitute good cause for disapproval.

10.6. Exception. These transfer provisions are not applicable to the acquisition of title by a first mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure, nor shall the Association's approval be required for the subsequent resale or Lease of a Residential Unit by such mortgagee of the Lot so acquired but shall apply to the acquisition of title by any other person without regard to how the title was acquired. The Association retains the right to approve or deny Occupancy.

10.7. Unapproved Transfers. Any sale or transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board.

10.8. Fees and Deposits Related to the Sale of Lots. Whenever herein the Board's approval is required to allow the sale or other transfer of an interest in a Lot, the Association may charge the Owner a preset Fee for processing the application, and/or as a capital contribution. A separate Fee may be charged for each person who is obtaining an interest in the Lot except if such persons are married.

10.9. Required Documents. Each prospective purchaser who has entered into a contract for the purchase of a Lot is entitled, at the seller's expense, to a current copy of all of the required documents under Florida Statutes as amended from time to time.

11. ENFORCEMENT.

11.1. Enforcement. Enforcement of the Governing Documents may be by a proceeding at law or in equity and may be instituted by the Association, its successors or assigns, or by any Owner, against any person or persons violating or attempting to violate or circumvent any covenant, condition, rule, or restriction, either to restrain violation or to recover damages, and against any Lot to enforce any lien created by these covenants. Failure of the Association or any Owner to enforce any covenant, condition or restriction contained in the Governing Documents for any period of time shall not be deemed a waiver or estoppel of the right to enforce same thereafter.

11.2. Owner and Member Compliance. The Governing Documents of the Association shall apply to Members and all persons to whom a Member has delegated his right of use in, as well as to any other person Occupying any Residential Unit under Lease from the Owner or by permission or invitation of the Owner or his Tenants (express or implied), and their Licensees, Invitees, or Guests. Failure of any Owner to notify any person of the existence

of the rules, or the covenants, conditions, restrictions, and other provisions of the Governing Documents shall not in any way act to limit or divest the Association of the power to enforce these provisions. Each Owner shall be responsible for any and all violations by his Tenants, Licensees, Invitees or Guests and by the Guests, Licensees, and Invitees of his Tenants, at any time.

11.3. **Self-help Remedies.** Violation of any conditions or restrictions or breach of any covenant herein contained or in any of the Governing Documents shall also give the Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the land where such violation or breach exists and summarily abate and remove, at the expense of the Owner of the Lot, any construction or other violation that may be or exist thereon. The Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement, or removal.

11.4. **Fines and Suspensions.** The Board may levy fines and suspensions against Members, or Members' Tenants or Guests, or both, who commit violations of Chapter 720, Florida Statutes, the provisions of the Governing Documents, or reasonable Rules of the Association, or who condone such violations by their Family members, Guests or Lessees or who fail to pay Assessments or other Charges. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any single fine exceed the maximum amount allowed by law. The maximum accrued fine for a continuing violation shall not exceed $5,000.00. If allowed by law, fines shall be secured by a lien on the Owner's Lot. Suspensions of the use of Common Areas, Facilities, and non-essential services may be imposed for a reasonable period of time to deter future violations.

11.4.1. **Cured Violations.** If a violation has been cured in the manner specified in the written notice required in Florida Statutes, a fine or suspension may not be imposed.

11.5. **Suspensions and Fines without Hearing.** The foregoing notwithstanding, as provided in 720.305(2)(b) and (3), Florida Statutes, no prior notice or opportunity for a hearing is required for the imposition of a fine or suspension upon any Member because of the failure of the Member to pay Assessments or other charges when due if a Member is more than ninety (90) days delinquent. All suspensions imposed under pursuant to F.S. 720.305(3) must be approved at a properly noticed Board meeting.

11.6. **Voting Suspension and Board Eligibility.** The Association may suspend, with no prior notice or opportunity for a hearing, the voting rights of a Member for the nonpayment of any monetary obligation that is delinquent in excess of ninety (90) days. The suspension must be approved at a properly noticed Board meeting and upon approval, the Association must notify the Owner by mail or hand delivery of the suspension. A person who is delinquent in the payment of any Fee, fine, or other monetary obligation to the Association for more than ninety (90) days is not eligible for Board membership.

11.7. **Mandatory Mediation.** In the event of any dispute as defined in Section 720.311, Florida Statutes, as that section may be amended from time to time, between an Owner and the Association arising from the operation of the Association, the parties must submit the dispute to mandatory mediation. Nothing herein shall be construed to require mediation of

disputes relating to the collection of any Assessment, fine, or other financial obligations.

11.8. **Availability of Remedies.** Each Member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to defaults and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all Members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due to it and to preserve the rights of the majority to enjoy the Property free from unreasonable disruptions and annoyance.

11.9. **Attorneys' Fees.** In any legal proceeding arising out of an alleged failure of a Guest, Tenant, Owner, Officer, Director, or the Association to comply with the requirements of the law, or the Governing Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorney fees as may be awarded by the court.

12. AMENDMENTS.

12.1. **Proposal.** Amendments to this Declaration may be proposed at any time by the Board of Directors, or by written petition to the Board signed by at least twenty (20%) percent of the Voting Interests of the entire membership. If the proposal is made by such written petition, the proposed amendment(s) must be submitted to a vote of the Members not later than the next annual meeting.

12.2. **Notice.** The subject matter of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

12.3. **Vote Required.** Except as may otherwise be provided by law, or by specific provision of the Governing Documents, this Declaration may be amended at any time if the proposed amendment is approved by at least two-thirds (2/3rds) of the Voting Interests present and voting, in person or by proxy, at any annual or special meeting called for that purpose, or by written consent of two-thirds (2/3rds) of the Members in lieu of a meeting. No amendment shall change an Owner's share of liability for Assessments or voting rights unless the Owner consents to the amendment.

12.4. **Certificate and Recording**. A copy of each adopted amendment shall be attached to a certificate stating that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Official Record Book and Page of the Public Records where the Declaration is recorded and shall be executed by officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment(s) are recorded in the Public Records of Lee County, Florida.

12.5. **Approval of South Florida Water Management District.** No Amendment may be made which would affect the surface water management facilities, without the prior approval of the South Florida Water Management District, or its successor.

12.6. **Exceptions**. Wherever in this Declaration. the consent, approval, or affirmative vote of more than one-third (1/3) of the total Voting Interests is required in order to authorize or take a particular action, the language requiring the particular number of consents, approvals or votes may not be amended except by the same vote required to authorize or take the action.

13. GENERAL PROVISIONS.

13.1. **No Election of Remedies.** All rights, remedies and privileges granted to the Association or Owners under the law and the Governing Documents shall be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising any other rights, remedies, or privileges that may be available.

13.2. **Notices.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when sent electronically, delivered, or mailed with the proper postage affixed to the last known address of the Owner appearing in the records of the Association. Notice to one of two or more co-Owners of a Lot shall constitute notice to all co-Owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address.

13.3. **Severability.** Should any covenant, condition or restriction herein contained, or any section, subsection, sentence, clause, phrase or term of this Declaration or its recorded exhibits be declared to be void, invalid, illegal, or unenforceable, for any reason, by any court having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect. Nothing contained in this Declaration is intended to affect vested rights. If any provision contained herein is deemed by a competent court of law to have such affect, then the law in effect at the time shall control and such provision will be deemed null and void but have no effect on the remaining provisions herein.

13.4. **Interpretation; Disputes.** The Board of Directors is responsible for interpreting the provisions of this Declaration, its exhibits and rules promulgated by the Board. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel retained by the Board that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation. In the event there is any dispute as to whether the use of the Property complies with the covenants and restrictions contained in this Declaration, its exhibits or the rules promulgated by the Board the matter shall be referred to the Board and the determination of the Board with respect to such dispute shall be dispositive on the issue and binding on all parties.

13.5. **Non-Profit Status.** Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity inconsistent with its non-profit status under applicable state or federal law.

13.6. **Use of Singular and Plural and Gender.** Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

13.7. **Headings.** The headings used in the Governing Documents are for reference purposes only, and do not constitute substantive matter to be considered in construing the terms and provisions of these documents.

Prepared by and return to:
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Henderson, Franklin, Starnes & Holt, PA
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Fort Myers, FL 33902

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#1

REVITALIZED DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

THE HARBORAGE OWNERS' ASSOCIATION, INC.

WHEREAS, Harborage Development Company, Inc., a Florida corporation (the "Developer") declared that the real property described in Exhibit "A", known as THE HARBORAGE, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration of Covenants and Restrictions for The Harborage, dated June 10, 1986 and recorded on June 18, 1986, at Official Records Book 1852, Page 814 of the Public Records of Lee County, Florida (the "Original Declaration") for the purpose of establishing uniform standards for the development of the Subdivision and providing for the welfare of the Owners; and

WHEREAS, the Original Declaration was amended as evidenced by that certain Certificate of Amendment recorded on May 20, 1997 at Official Records Book 2825, Page 718 of the Public Records of Lee County, Florida, and as evidenced by that certain Certificate of Amendment recorded on May 20, 2004 at Official Records Book 4304, Page 2057 of the Public Records of Lee County, Florida; and

WHEREAS, the Original Declaration, as amended, shall be referred to herein as the "Previous Declaration"; and

WHEREAS, the covenants, restrictions and easements contained in the Previous Declaration expired pursuant to Chapter 712 of the Florida Statutes, also known as the Marketable Record Title Act; and

WHEREAS, The Harborage Owners' Association, Inc., a Florida corporation not for profit (the "Association"), is the entity incorporated pursuant to the Original Declaration, and the Articles of Incorporation and Bylaws of the Association, to enforce the terms and provisions of the Previous Declaration; and

WHEREAS, The Association and the Owners of Lots subject to the Previous Declaration wish to continue the purposes of the Previous Declaration as originally recorded and as properly amended from time to time; and

WHEREAS, the Revitalization Committee for the Association, consisting of:

Nicholas Chlumsky
5670 Harborage Drive
Fort Myers, FL 33908
239-200-5982

Karolyn Noughton
5630 Harborage Drive
Fort Myers, FL 33908
239-707-7880

Johanna Spiropoulos
5421 Harborage Drive
Fort Myers, FL 33908
239-851-5421

has caused this Revitalized Declaration of Covenants and Restrictions for The Harborage to be prepared in accordance with Section 720.405, Florida Statutes; and

WHEREAS, this Revitalized Declaration of Covenants and Restrictions for The Harborage, has been approved by the written consent of a majority of the affected lot owners, and thereafter approved by the State of

Florida, Department of Economic Opportunity, as evidenced by the letter of approval dated October 20, 2017, attached hereto as Exhibit "E"; and

WHEREAS, the legal description of the real property subject to the Revitalized Declaration of Covenants and Restrictions for The Harborage is attached hereto as Exhibit "A", and the lot owners of the affected lots are attached hereto as Exhibit "A-1"; and

WHEREAS, the existing Articles of Incorporation of the Association are attached hereto as Exhibit "C", and the restated existing Bylaws of the Association are attached hereto as Exhibit "D"; and

WHEREAS, this Revitalized Declaration of Covenants and Restrictions governs only the lots which were originally encumbered by the Previous Declaration and does not contain covenants that are more restrictive on the lot owners than the covenants contained in the Previous Declaration; and

WHEREAS, the voting interest of each lot owner under this Revitalized Declaration of Covenants and Restrictions is the same as the voting interest of the lot owner under the Previous Declaration. The proportional assessment obligations of each lot under this Revitalized Declaration of Covenants and Restrictions shall be the same as the proportional assessment obligations of the lot owner under the Previous Declaration.

NOW, THEREFORE, the Revitalized Declaration of Covenants and Restrictions hereinafter set out shall be applicable to the property and all lots as shown on Exhibits "A" and "A-1" attached hereto and made a part hereof (the "Property") and shall be binding on all parties having any right, title, or interest in the Property or any party thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, and shall remain in full force and effect as provided in Section 5.32 below.

1.0 DEFINITIONS. The following words and phrases, when used in this Declaration, will have the meaning shown, except that singular nouns may include the plural, and one gender the others:

1.1 "**ASSOCIATION**" is THE HARBORAGE OWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit.

1.2 "**DEVELOPER**" is The Harborage Development Company, Inc., its successors and assigns.

1.3 "**SUBDIVISION**" is the real property which is described in the Plat which is identified on the first page of this Declaration. It will also include, however, any other Subdivision of other real property which is described in subparagraph 1.7 of this Declaration.

1.4 "**LOT**" is any parcel of real property within the Subdivision which is identified by number on the Plat and on which a single-family residential building may be constructed.

1.5 "**BUILDING SITE**" is any plotted Lot, or a combination of a Lot with one-third, one-half, or two-thirds of an adjacent Lot. See paragraph 5.2 below regarding combinations of Lots or fractions of Lots.

1.6 "**OWNER**" is the person or entity who is a record Owner of a Lot or Building Site. It will not, however, include purchasers under contract or mortgages.

1.7 "**PLAT**" is the plat or map of the Subdivision of real property ("ORIGINAL PROPERTY") which is to be recorded in the Public Records of Lee County, Florida, as the same may hereafter be amended. It will include, however, the plat or map of another Subdivision of real property ("ADDITION"), if the following conditions are met:

1.7.1 The Addition consists of real property which is contiguous to either the Original Property or an earlier Addition, or both;

1.7.2 The addition to the Subdivision is made with the consent and approval of the Developer; and,

1.7.3 The map or plat of the Addition is accompanied by a written Declaration which is made of public record in Lee County, Florida, which clearly identifies an intention that the terms and provisions of this Declaration be made applicable to the Addition.

1.8 "**COMMON AREA**" is comprised of the easements described herein and all other areas which are graphically depicted on the Plat as common areas.

1.9 "**LAKES**" are the lakes shown on the Plat.

1.10 "**EASEMENTS**" are the easements depicted on the Plat, and those described herein.

1.11 "**ROAD RIGHTS OF WAY**" are rights of way within which roads, sidewalks, curbs, gutters, sewers, storm sewers, water mains, gas mains, electric cables, telephone cables and other utilities may be constructed, maintained and used. The Road Rights of Way may be used for any Association approved purpose. The initial road rights of way are graphically depicted on the Plat.

1.12 "**UTILITY EASEMENTS**" are easements within which sewers, storm sewers, water mains, gas mains, electric cables, telephone cables, television cables, and other utilities may be constructed, maintained and used. The initial utility easements are either graphically depicted on the Plat or described herein.

1.13 "**DRAINAGE EASEMENTS**" are easements within which drainage swale s or storm sewers may be constructed, maintained and used. The initial drainage easements are either graphically depicted on the Plat or described herein.

1.14 "**PRIVATE DRIVE EASEMENT**" is the easement shown on the Plat which will serve as access to the Road Rights of Way for those Lots which would otherwise have inadequate access. The Private Drive Easement shall also serve as a Utility Easement.

1.15 "**ARTICLES**" are the Articles of Incorporation of the Association, as from time to time amended as therein provided. Prospective lot purchasers may obtain a copy of the current Articles from the Association Secretary upon payment of the cost of copies. The Articles as of the date of this Revitalized Declaration are attached hereto as Exhibit "C".

1.16 "**BYLAWS**" are the Bylaws of the Association, as from time to time amended as provided in the Articles and the Bylaws. Prospective lot purchasers may obtain a copy of the current Bylaws from the Association Secretary upon payment of the cost of copies. The Bylaws as of the date of this Revitalized Declaration are attached hereto as Exhibit "D".

2.0 PROPERTY RIGHTS CREATED AND RESERVED.

2.1 **ASSOCIATION RIGHTS** The Developer hereby grants, bargains, sells and conveys to the Association the following rights, titles, easements, and interests:

2.1.1 **MEMBERSHIP**. The right to require that each of the Owners be members of the Association;

2.1.2 **ASSESSMENTS**. The right to make assessments against each Building Site to provide funds for the Association or to enforce any lien provided for herein, and a lien, encumbrance or security interest in each Building Site for the purpose of securing the payment of assessments against the Building Site, interest thereon from the date due and the costs of collection of the assessments;

2.1.3 **MAINTENANCE**. The right to maintain the Common Areas, including, but not limited to water management facilities, and make, maintain, repair, replace and use improvements within the Common Areas which are not of a private nature. The Association shall also have the right to maintain the sidewalks and the cost thereof may be assessed by the Association;

2.1.4 **RULES**. The right to promulgate reasonable rules for the use of all common areas in the Subdivision, including but not limited to roads, recreational facilities, lakes, and easements, including the requirement of a fee payment in connection with the use of particular common facilities;

2.1.5 **ENFORCEMENT**. The right to enforce the terms and provisions of the Declaration or Association rules by any and all lawful means. Provided that the Association has established rules meeting the fundamental requirements of due process, the Association may deny use of common areas other than roads to any person and may levy fines against any resident or Owner in the Subdivision. Any fines levied shall be a lien on any Lot or Building Site owned or occupied by the person fined. In the event that an Owner, his tenant, resident or his guests who are in violation of either the Declaration or the Rules or Regulations refuses or fails to comply with a written notice from the Board of Directors advising said Owner of the violation and demanding that the Owner come into compliance with the terms of the Declaration and/or rules and regulations and/or cause his tenants, residents and/or guests to come into compliance therewith within the time period specified in said notice, the Board of Directors may refer the enforcement of said violation to legal counsel and the Owner shall be assessed the costs incurred by the Association including legal fees and out-of-pocket expenses arising out of the attempts to obtain compliance with the terms of the Declaration and/or Rules and Regulations, whether or not it becomes necessary to file a legal action to compel compliance with the Declaration and/or Rules and Regulations of the Association;

2.1.6 **VARIANCES**. The right to grant variances with respect to set back and building restrictions for all Building Sites within the Subdivision for the purpose of accommodating the highest and best use of a Building Site which is consistent with the particular geometry of the Building Site and is consistent with the objectives of this Declaration.

2.2 **OWNERS' RIGHTS**. The Developer hereby grants, bargains, sells and conveys the Common Areas to the Association. Membership in the Association shall be an appurtenance to each Building Site for all purposes.

3.0 MEMBERSHIP IN ASSOCIATION AND ASSESSMENTS. Each Owner shall be a member of the Association. Membership in the Association shall be appurtenant to, and may not be separated from, Ownership of a Building Site. Each Owner shall be entitled to vote upon all matters coming before the membership as provided in the Articles. The Association shall provide Owners with copies of all current articles, bylaws, and rules upon payment of a reasonable charge to offset reprinting costs The Association will make, levy and collect assessments made against Lots or Building Sites as provided in the Articles and as follows:

3.1 **LIABILITY FOR PAYMENT**. The Owners of a Building Site at the time an assessment is made by the Association against the Building Site shall pay to the Association the amount assessed, together with interest thereon at the maximum rate allowable by law, from the date due and payable until paid in full, and the costs and attorneys fees incurred by the Association in collecting delinquent assessments.

3.2 **LIENS**. There will be at all times a lien, charge or encumbrance ("ASSESSMENT LIEN") against a Building Site for the unpaid balance or assessments against that Building Site, interest thereon, and costs incurred by the Association in collecting the same, in favor of the Association. Each person or entity acquiring a Building Site, whether by deed, operation of law or otherwise, will do so subject to the unpaid balance of the Assessment Lien encumbering that Building Site by operation of this Declaration. The Assessment Lien will, however, be subordinate to the lien of any institutional first mortgage encumbering the Building Site. An institutional mortgage is defined as a mortgage owned by any state or federal bank or savings and loan association, or any life insurance company. Any institutional first mortgagee in possession, a receiver or purchaser at a foreclosure sale of an institutional first mortgage, or an institutional first mortgagee that has acquired title by deed in lieu of foreclosure, and the successor or assigns of such

purchaser or mortgage shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected through enforcement of the Assessment Lien against any Building Site by reason of the provision of this paragraph 3.2, shall be deemed to be an assessment divided equally among, payable by, and an Assessment Lien against all Building Sites subject to assessment.

3.3 **PRORATA SHARE OF ASSESSMENTS**. It is the Developer's intent that the common expenses of the Association shall be allocated on the basis of Building Sites. The number of Building Sites may be less than the number of Lots shown on the Plat because of combinations of Lots, or of a Lot with a fraction of a Lot, to form one Building Site. For purposes of determining assessments, the word "Lot", as used in this document, or in the Association Articles or Bylaws, shall be deemed to be synonymous with "Building Site", as further defined in this paragraph. Initially, each Lot, as shown on the Plat, shall be deemed to be a Building Site. In the event that two or more adjacent Lots are in a single ownership, each Lot shall continue to be deemed to be a Building Site until the occurrence of one of the following:

3.3.1 Ownership of a fraction of a Lot is conveyed to another, in which event each fraction shall become a part of the Building Site for the whole Lot to which the fraction is adjacent.

3.3.2 A Certificate of Occupancy is issued for a residence which occupies parts of two platted Lots.

3.3.3 The Owner joins with the Association in filing a deed of restrictions, in a form acceptable to the Association, establishing the Building Sites within the group of Lots owned by the Owner.

3.4 **INDIVIDUAL ASSESSMENTS**. This Declaration provides for certain instances where the Association may undertake an expense which would otherwise be an Owner's expense and provides that the Association may then assess the individual Owner for that expense. This Declaration also provides that the Association may enforce this Declaration, and any rules promulgated pursuant hereto, through the use of fines which become liens. Whether or not this Declaration provides explicitly, the Association shall have the right to undertake the obligation of an Owner in default, and to be deemed to have an individual assessment against that Owner's Building Site for the cost thereby incurred. In all those instances, the levy against the individual may be enforced in the same manner as general assessment.

4.0 AESTHETIC CONTROLS. No improvement of any kind including, but without limitation, buildings, fences, walls, signs, site paving, grading, parking, building additions, screen enclosures, decorative structures, mailboxes, and barrier landscaping, shall be erected, placed or maintained on a Building Site unless and until the specifications, materials, building and site plans therefore have been presented to and approved by the Architectural Review Board of the Association ("A.R. Board"). The Association shall promulgate reasonable procedures and guidelines for the review process, and Building Site Owners shall be bound by those procedures and guidelines, as well as by the substantive rules to be applied by the A.R. BOARD. If the plans and specifications reflect the construction of improvements which are consistent with this Declaration, they will be approved by the A.R. BOARD. If they reflect the construction of improvements which are not consistent with this Declaration, they will be disapproved by the A.R. Board and the notice of disapproval will recite with specificity the inconsistencies which are the reason for disapproval. The Association may provide for reasonable fees to be paid to the Association or to professionals employed by the Association for review of matters which require A.R. BOARD approval.

5.0 RESTRICTIONS.

5.1 USE.

Building sites may be used as the site for the residence of a single family, and for no other purposes whatsoever. No noxious or offensive use may be made of a Building Site and no such activity shall be permitted on any Building Site which would be a nuisance by reason of unsightliness or excessive emission of noise, odors, liquids, gases, dust, vibration, fumes or smoke. Subject to A.R. BOARD approval, an Owner may construct a dock at his Building Site prior to construction of a home. However, the use of

Building Sites upon which homes have not been constructed may be subject to special rules, promulgated by the Association so that Building Sites are not used primarily as a recreational facility in a manner inconsistent with a residential neighborhood environment.

5.2 RE-SUBDIVISION OR COMBINATION OF LOTS. None of the Lots graphically depicted on the Plat may be subdivided into two or more lots, submitted to condominium use or any combination thereof. However, two Lots or one and one-third Lot, or one and one-half Lot, or one and two-thirds Lot may be combined to form a single Building Site. In the event of conveyance of less than an entire Lot from the Developer, the Developer shall approximate a third or half of a Lot, and any division so accomplished shall be deemed to establish a third or half Lot for all purposes, including assessments. Owners subsequent to the Developer shall not convey partial Lots unless subdivided by the Developer or the written and recorded consent of the A.R. BOARD is first obtained. There shall be no conveyance of a fractional Lot under any circumstances, unless provision is first made to include the remaining fraction as part of the other adjacent Lot as a single Building Site.

5.3 BUILDINGS. No building may be erected, altered, placed or permitted to remain on a Building Site other than one detached single-family residential structure.

5.3.1 **MINIMUM SIZE**. Unless approved by a two-thirds vote of the A.R. BOARD of the Association, no residential unit may be erected, altered, placed or permitted on any Lot unless it complies with the following building restrictions and includes the minimum living area, as specified in the following paragraphs. The minimum living area for homes on Lots fronting on Park Road Canal shall be 1,800 square feet. The minimum living area for homes on Lots fronting on either lakes or Ten Mile Canal shall be 2,000 square feet. "Minimum living area" excludes open porches, garages, and other areas which are not usually air-conditioned. The maximum living area permitted shall be 6,000 square feet.

5.3.2 **BUILDING SETBACK REQUIREMENTS**. Buildings constructed on Lots 1 through 11 and 58 through 92 shall be set back at least twenty-five (25) feet from the Road Right of Way. Buildings on all other Lots shall be set back thirty-five (35) feet from any Road Right of Way. Buildings may not be constructed within ten feet of any side lot line; however, the eaves of the roof of a home may project outward into the side set back provided that the eaves are not less than eight feet from the side lot line, and further provided the lowest point on any eaves projecting past the ten foot setback is at least eight feet from the ground level. Parts of buildings, such as bay windows, under the eaves may be closer than ten (10) feet to the property line for less than one-third the total length of the wall, if approved in writing by the A.R. BOARD. Planters shall be set back not less than five feet from side lot lines. Rear setbacks shall be measured from the closest point of a structure to a lake shoreline at assumed water elevation 2.0 N.G.V.D. and a canal shoreline at assumed water elevation 1.0 N.G.V.D.

Rear setbacks shall be the following minimums:

	Structure above 12' N.G.V.D.	Structure below 12' N.G.V.D.
Lake Lots		
Lots 1 thru 11 & 76 thru 80	25'	5'
Lots 12 thru 75	25'	10'
Canal Lots		
Lots 81 thru 92	25'	15'
Lots 92 thru 134	30'	20'

The foregoing rear setbacks do not apply to docks and davits which have been approved by the A.R. BOARD.

5.3.3 **MAXIMUM BUILDING HEIGHT**. No improvement on a Lot shall exceed 40 feet N.G.V.D. elevation.

5.3.4 **COMMENCEMENT AND COMPLETION**. Once the construction of any building or other improvement is commenced, substantial work toward the completion of the construction will be pursued diligently and the buildings and other improvements completed within a reasonable period of time after commencement. If, for any reason, no substantial progress is made toward the completion of a building or other improvement commenced on a Lot, for a period of ninety (90) days, the Association may invade the premises and take such action as the Association may deem appropriate to correct the undesirable appearance of the partially completed buildings and improvements, including completion thereof, at the cost and expense of the Owner of the Lot.

5.3.5 **MAINTENANCE**. Buildings, driveways, and other improvements made on a Lot will be regularly and continuously maintained in good condition and in a well-kept appearance by the Owners. All driveways, sidewalks and other hard surface areas will be swept and cleaned regularly and cracks and damaged areas replaced, repaired and otherwise kept in good condition and appearance by the Owners.

5.3.6 **MISCELLANEOUS**. The exterior of all buildings constructed on a Lot will be of colors which are harmonious and compatible with the colors of natural surroundings and nearby buildings. No mobile home or pre-fabricated home may be placed on any Lot within the Subdivision.

5.4 **GARBAGE AND TRASH**. Garbage, trash and other refuse ("TRASH") may be stored on a Lot for collection or other disposition for no more than a reasonable period of time, and then only in containers which are reasonably acceptable to the Association. Trash containers and other personal property stored or used on a Lot will be stored in such manner as not to be visible from any road easement, street, highway or other Lot. Storage may be below ground, inside buildings or within a visual barrier of an aesthetically pleasing appearance which is approved by the Association consisting of earth mounding, landscaping, walls, fencing or combination thereof.

5.5 **PARKING**. The improvements made on any Building Site will include adequate parking facilities for the use to which the Building Site is committed. Parking of automobiles, trucks and other motor vehicles on or along streets and roads within the Subdivision will not be generally permitted. However, the Association may promulgate rules to accommodate street parking for special occasions. Parking area and driveway materials and design are subject to A.R. BOARD approval pursuant to paragraph 5.18.

5.6 **LANDSCAPING**. Within thirty (30) days following the completion of any building, parking lot or other improvement on any Building Site, the yard areas will be sodded with a type of sod approved by the A.R. Board, and the buildings, parking areas and other improvements will be substantially landscaped by the Owner in an aesthetically pleasing manner. Landscaping shall include the acquiring, planting, and maintenance of not less than three trees having at least a 6" trunk diameter measured 2 feet above the ground and shall be of approved type and specifications. Two of the required trees shall be placed between the front of the home and the street. The third tree shall be place between the home and the rear lot line. A list of approved trees and other specifications shall be provided by the Association. Owners shall select trees from an A.R. BOARD approved list which must be planted in addition to other vegetation desired by the Owner. If the required trees are not planted within the time required, the Association shall select and plant trees on the Owner's Building Site and the Owner shall be deemed to have granted the Association an easement for the purpose of planting and maintaining the required trees. All landscaping and yard areas will be irrigated, fertilized, mowed, trimmed and cared for regularly. Notwithstanding anything to the contrary elsewhere in this Declaration, Owners shall maintain the grassy area between the Building Site and the roadway in front of the Building Site. Diseased and dead plants and grass shall be replaced, and

landscaping shall be otherwise maintained at all times in an aesthetically pleasing manner by the Owner. In the event that the Owner fails to maintain landscaping, the Association shall have the right, after fifteen (15) day written notice to Owner, to undertake the maintenance at the Owner's expense.

5.7 **UNIMPROVED LOTS**. The Association shall regularly mow and keep clean unimproved Lots pursuant to Association rules. Each Owner of a Lot without either a completed home or a home under construction shall be deemed to have granted the Association the right to go upon the Lot for the purposes of this subparagraph.

5.8 **SIGNS AND GRAPHICS**. All signs located within the Subdivision will be conservative in size, shape, color and graphics, and otherwise aesthetically pleasing in appearance. All signs are subject to approval by the A.R. BOARD. Signs will not be located on any building exterior walls or "stand out" from exterior wall surfaces on any Lot unless approved by the Association in advance. Signs may be lighted; however, flashing lights of any kind will not be permitted. Not more than one (1) sign may be erected or maintained on any one Building Site at any one time. No sign erected may have a surface area on any one side of more than one square foot, excepting only the following signs:

5.8.1 Signs advertising a Building Site and/or the improvements thereon for sale or lease may have a surface area on any one side of not more than four (4) square feet which have the written approval of Developer, as long as Developer owns any land in the Subdivision; and

5.8.2 Signs erected by the Developer or Developer's broker to advertise the property for sale.

5.8.3Signs advertising a building site and/or improvements thereon for sale may have a surface area on any one side of not more than three (3) square feet and shall be approved by the A.R. Board. The A.R. Board shall promulgate and adopt specifications for said signs including height, width, materials, wording and colors, which specifications shall be included within the Architectural Guidelines and Review Procedures. The proposed location of said sign upon the subject property shall be approved by the A.R. Board.

5.9 **VEHICLE STORAGE**. No camper, motor home, truck, tractor, trailer, boat or other vehicle excepting only automobiles may be parked on any Building Site, unless parked unobtrusively within or behind a visual barrier or aesthetically pleasing appearance which is approved by the Association, or within a garage. For purposes of this subparagraph, "automobile" shall include passenger vans and trucks of up to one ton capacity. "Automobile" does not include any vehicle marked with a commercial sign or not having a good exterior appearance. Notwithstanding the foregoing, a vehicle may be otherwise parked on a Building Site only on a temporary basis. For these purposes, "temporary" will not include either of the following:

5.9.1 Parking the vehicle on a Building Site for period of time of more than twelve (12) consecutive hours; or

5.9.2 Parking the vehicle on a Building Site on a regular or re-occurring basis even though not parked for a period of more than twelve (12) consecutive hours on any particular occasion, other than during the course of construction of improvements on the Building Site;

5.9.3 Parking the vehicle on a Building Site overnight.

5.10 **EXTERIOR LIGHTING**. Each building will have exterior night lighting to discourage theft and vandalism within the Subdivision. As a minimum, each completed home shall have an operative lamp post of a style consistent with the architecture and color of the home. The lamp in the post shall be equipped with solar activated switch so that the lamp is on from sunset to sunrise. The lamp post shall be located between the front of the home and the road or private drive easement. All exterior lighting is subject to the approval of the A.R. BOARD. Among other things, the A.R. BOARD shall consider light position, color, mounting structure and effect on adjacent properties.

5.11 **EASEMENTS**. The use and occupancy of any Building Site will be subject to the easements graphically depicted on the Plat, those hereinafter dedicated to and accepted by the Association, and those described in this paragraph.

5.11.1 **UTILITY AND DRAINAGE**. A Utility Easement and a Drainage Easement will exist over, across and under the portion of each Lot which is within six (6) feet of the Lot lines which are graphically depicted in the Plat, except that if two or more Lots, or one and one-third or one and one-half Lots, or one and two-thirds Lots having a common side lot line are consolidated into a single Building Site, then the Utility Easements and Drainage Easements which would otherwise exist along either side of those common side lot lines may be vacated by the Association, provided the Owner of the Lots makes written request, and the Association determines that vacating the easements will not have any material adverse effect upon the use of any other Lots or the Common Areas. If the easements being vacated are in use, the Owners of the Lots being consolidated shall relocate water, sewer, storm sewers, transmission cables and other utilities located within the easements being vacated within another reasonably acceptable easement area at their cost and expense.

5.11.2 **MAINTENANCE**. Improvements made within any easement of a private nature will be maintained by the Owner of the Lot where they are located and will not unduly inhibit the use of the easement by others for the purpose intended. Those, which are not of a private nature will, however, be maintained by the Association, to the extent not maintained by governmental agencies or otherwise.

5.12 **LIVESTOCK, PETS, ETC**. No animals, livestock , or poultry of any kind may be raised, bred or kept on any Lot; provided, however, that dogs, cats and other household pets ("PETS") may be kept on a Building Site subject to the following limitations:

5.12.1 No Pets may be kept, bred, or raised on any Building Site for commercial purposes.

5.12.2 Each Pet kept on a Building Site must be confined within fenced areas or restrained on a leash and personally attended by a responsible adult.

5.12.3 Pets may be kept on a Building Site only in reasonable numbers, and then only for so long as they do not unduly interfere with the use and enjoyment of the Building Sites and Common Areas by others.

5.12.4 A Pet Owner shall immediately remove and properly dispose of any pet litter deposited on any property other than the Lot owned by the Pet Owner.

5.12.5 The Association may adopt additional rules regarding animals including rules excluding certain types of animals from the Subdivision.

5.13 **LAWN EQUIPMENT**. Playground equipment and other lawn equipment, including, but not limited to grills, swings, merry-go-rounds, tents, play pens, sandboxes and toys, may be located in the rear yard of a home, not in the front yard. Clotheslines are prohibited.

5.14 **HOME MECHANICAL EQUIPMENT**. Air conditioning units shall be screened from other Building Sites and from the street. The method of screening is subject to A.R. BOARD approval. Window air conditioning units are not permitted in the Subdivision. Wall air conditioning units may be affixed to buildings only with A.R. BOARD approval. Placement and other conditions relating to the use of solar collectors or any other exterior mechanical equipment shall be subject to A.R. BOARD approval.

5.15 **MAILBOXES.** Mailboxes shall be of a design prescribed by the A.R. BOARD and located pursuant to A.R. BOARD specifications. Mailboxes shall be located within the Road Rights of Way. There shall be two mailboxes for each support for Building Sites fronting on the East Lake and the north shore of the West Lake; there shall be four mailboxes for each support in all other areas. The A.R. BOARD may approve

variances regarding the number of mailboxes on each support to accommodate the development of Building Sites, which vary from platted Lots. The first owner to obtain a building permit shall be responsible for supplying the common support to be used by that Owner and each Owner shall purchase a mailbox. Thereafter, the Association shall maintain and replace the common support, and each Owner shall maintain and replace his individual mailbox.

5.16 **GARAGES**. Each house within the Subdivision will have a garage. Each garage will enclose a space of not less than five hundred (500) square feet. Each garage will have one or more doors which, when closed, will have the effect of precluding access into the garage. No carports or other open garages will be permitted within the Subdivision. Garages shall be equipped with electronically operated doors.

5.17 **PRIVATE DRIVE EASEMENT**. Vehicles in the Private Drive Easement depicted on the Plat for Lots 76 through 80 shall be limited to the vehicles of Owners (and their guests) of the Building Sites encumbered by or adjacent to, the easement. However, the Association may, by rule, establish conditions for use of the easement by other Owners for pedestrian and bicycle traffic. The Association shall maintain the Private Drive Easement reasonably within the original construction standards.

5.18 **DRIVEWAYS**. Each driveway or parking area within the Subdivision will be constructed of concrete, brick or other hard surfaced material approved by the A.R. Board. No asphalt, gravel, rock, shell, dirt, clay or other soft or loose surface driveway or parking area will be permitted within the Subdivision.

5.19 **WATERFRONT**. Owners may not alter the waterfront of a Building Site in any manner, including excavation, fill or construction of improvements, unless approval is first obtained from the A.R. Board. Owners shall take reasonable precautions to avoid the carrying of detrimental substances into the lakes or canals through run-off or other means as described on the development permits for the Subdivision. Boat ramps shall not be constructed on any Building Site. Docks may be constructed on any Building Site and Owners of adjacent Building Sites may construct a common dock, all subject to A.R. BOARD approval. The A.R. BOARD shall have broad discretion in determining the conditions for approval. Owners shall permit reasonable access to the waterfront, over land and over water, to the Association and to governmental agencies for the purpose of monitoring water quality.

5.20 **USE OF LAKES AND CANALS**. The Owners of property in the Subdivision, and the guests of the Owners, may utilize the lakes for any lawful purposes, subject to rules to be promulgated by the Association. Motor driven boats operated in the lakes shall not exceed idle speed within 150' of any shoreline. The Owners of property in the Subdivision shall not operate motor boats in canals in or adjacent to the Subdivision at other than idle speed. Boats shall not be anchored in lakes overnight, but may be moored to docks overnight. Boats shall not be used as overnight accommodations. Any boat left in the lakes or canals shall be maintained in good condition and good appearance. The lakes within the Subdivision are for the exclusive use of Lot Owners and their guests. Owners shall not operate or maintain in the canals boats with a fixed draft in excess of the draft allowed by applicable governmental permits.

5.21 **COMMERCIAL ACTIVITIES**. No trade, business or other commercial activities may be conducted on any Building Site, other than by the Developer or the Developer's licensees incident to the development and sale of the Property located within the Subdivision. The construction and operation of model homes are exempt from the definition of commercial activities.

5.22 **UNDERGROUND UTILITIES**. All utilities provided to Lots will be by means of underground transmission lines, cables, and pipes. No overhead transmission lines or cables will be permitted within the Subdivision without the advance approval of the Developer.

5.23 **ANTENNA**. No radio or television aerial, antenna, or satellite dish will be placed, erected or permitted upon any Building Site or affixed in any manner to the exterior or roof of any building on any Lot in the Subdivision without the advance written approval of the A.R. Board.

5.24 **ARTIFICIAL VEGETATION**. No artificial trees, shrubs, grass or other vegetation will be placed or

maintained on any Lot without the advance written approval of the A.R. BOARD.

5.25 **SEWAGE DISPOSAL**. No sewage disposal system shall be used in the property except as approved by the Association.

5.26 **GOVERNMENTAL AGENCY RESTRICTIONS**. The Association and each Owner shall at all times comply with the requirements of governmental agencies in connection with the development of this Subdivision, and shall comply with all laws or governmental agency requirements which may apply in the future. The improvements to the Subdivision shall be completed by the Developer pursuant to various permits from governmental agencies. Copies of the permits, and appropriate related documents, shall be delivered to the Association after the Developer completes the contemplated improvements. After completion, the Association shall maintain the improvements according to any continuing requirements of the permits. The foregoing is not intended to prohibit an Owner from obtaining an individual permit to do anything otherwise permissible under this Declaration.

5.27 **VEHICLE OPERATION**. Unlicensed vehicles (such as motorized bikes, go-carts, off road vehicles) shall not be operated within the Subdivision, nor any vehicles without proper sound control devices. All permitted vehicles shall be operated in a safe manner and within speed limits established by the Association.

5.28 **SECURITY**. The Association may elect to provide a gate and guard at the entrance to the Subdivision. In that event, access in the Subdivision shall be pursuant to rules established by the Association.

5.29 **FENCES**. Fences shall not be permitted which enclose or define the boundary lines of a Building Site. Fences, walls or screens may be used, subject to A.R. BOARD approval, to enclose service areas, patios, swimming pools or other areas requiring privacy.

5.30 **ROOF MATERIAL**. Roof material shall be either wood shakes, cement tile or clay tile. However, the A.R. BOARD shall have absolute discretion to approve other materials of a quality and appearance which are consistent with the objectives of this Declaration, provided that conventional asphalt or fiberglass shingles shall not be permitted.

5.31 **USE OF COMMON AREA GENERALLY**. Guests of Owners and residents in the Subdivision may use the common areas subject to Association rules and subject to the requirement that the Owner or resident is physically present at all times with the guests and the number of guests does not reasonably interfere with the enjoyment of the Subdivision by other Owners and residents.

5.32 **DURATION**. The restrictions contained in this Declaration will run with the land and be binding upon the Owners, inuring to the benefit of and enforceable by the Association and each Owner and each person claiming by, through and under them, for a term beginning with the date of recording this Declaration and ending on December 31, 2035, after which they will be automatically extended for successive periods of ten (10) years each unless an instrument terminating them is executed by Owners owning not less than two-thirds (2/3) of the Lots included in the Subdivision and recorded in the Public Records of Lee County, Florida.

6.0 COMPLIANCE WITH ZONING REQUIREMENTS. Developer intends to develop the Subdivision pursuant to the terms and conditions of a Planned Unit Development (PUD) resolution of the Board of County Commissions for Lee County, Florida. One of the requirements of the PUD is that development be subject to unified control to assure that persons who acquire Lots for resale shall be obligated to comply with all provisions of the PUD. Therefore, Developer covenants that it shall continue to enforce the conditions of the final PUD resolution until such time as all of the property in the PUD is developed and certificated for use and occupancy or until a subsequent transferee assumes that obligation for all or part of the subject property by agreement in recordable form filed with the appropriate division of Lee County. As part of the consideration for the conveyance of any property described in the PUD, and upon acceptance of the conveyance, the grantee shall be deemed to have covenanted to abide by the

conditions of the PUD, and shall indemnify the Developer for any damages, costs, or attorneys fees incurred by Developer because of the transferee's failure to abide by the PUD requirements.

7.0 **STREET LIGHTING**. Street lights in the Subdivision are provided pursuant to an agreement between Florida Power and Light Company (FP&L) and the Association. The agreement requires the Association to maintain a letter of credit in favor of FP&L in the amount of Twenty-Two Thousand Six Hundred Sixty-five Dollars ($22,665.00) to secure the continued performance of the Association pursuant to the agreement. The stipulated amount shall decrease by ten percent (10%) per year. The letter of credit shall not be payable except in the event of the Association's default under th e terms of the agreement with FP&L. The directors of the Association shall provide for the cost of the letter(s) of credit in the budget for the Association. In the event that any issuer of a letter of credit given with respect to the Association is obligated to pay the letter, then the issuer shall have the right to compel the Association to access each Building Site for a prorata part of the amount paid pursuant to the letter of credit, plus reasonable costs and attorneys' fees incurred in compelling the Association to make the assessment. Any assessment so levied shall be a special assessment and the Association shall cause a notice of the special assessment to be filed in the Public Records of Lee County, Florida. After recording the notice, the special assessment shall be a lien on each Building Site, payable within ninety (90) days of the date of assessment and foreclosable in the same manner as a regular assessment. The special assessment shall provide for releases of Building Sites upon payment of the prorata portion of the total special assessment. The Association shall provide, upon request, to any issuer of a letter of credit given pursuant to this paragraph, an estoppel letter reciting whether this paragraph shall be in effect at a given time. Owners in the Subdivision shall be bound by the Association's estoppel letter. Any issuer of a letter of credit given and paid pursuant to this paragraph shall have the right to compel the Association to foreclose any special assessments, which are not timely paid.

8.0 SUBDIVISION ENTRANCE. Although Harborage Drive (Tract A on the Plat) connects to the westerly right-of-way line of Highway U.S. 41, applicable traffic regulations require acceleration and deceleration lanes, and other driveway improvements (Access) to provide safe access to the Subdivision. These improvements are described in Florida Department of Transportation driveway permit number 12-04-85 (the Permit). Parts of the improvements are outside of the Subdivision but are essential to the Subdivision. Part of the improvements shall be of benefit to Owners of parcels outside of the Subdivision. In the event and to the extent that the driveway improvements described in the Permit are privately maintained, then the Association shall be obligated to participate in the maintenance by providing up to fifty percent (50%) of the costs of such maintenance. However, as a prerequisite to the Association's obligation, Developer shall have provided for payment of the remaining costs and the administration of the funds by the Owners of the commercial tracts described in the attached Exhibit "B", and the Developer shall have established reasonable means of determining and enforcing the mutual obligations of the Association and the Owners of the commercial tracts. Developer reserves the right to cause the Association to participate in maintenance of the Access by recording an agreement between the Association and the Owners of the commercial tracts setting out reasonable means of enforcing the agreement.

9.0 TRACT E. Notwithstanding anything appearing on the Plat to the contrary, each Owner of a Building Site adjacent to Tract E, as shown on the Plat, shall have an exclusive right to use the upland portion of Tract E which lies between a westerly extension of each of the side boundary lines of the Building Site. Such use shall be as if the adjacent portion of Tract E were an integral part of the Building Site.

10.0 GENERAL PROVISIONS.

10.1 **ENFORCEMENT**. The covenants, conditions, restrictions and other provisions of this Declaration, and rules promulgated pursuant to this Declaration, will be enforceable by the Association, the Owners, or the Developer. Compliance herewith may be enforced in any manner permitted in law or in equity. In any action to enforce obligations derived from these restrictions, the prevailing party shall been titled to attorney's fees and costs.

10.2 **NOTICES, ETC**. Notices, assessment bills, budgets, amended budgets and other materials and things required by either this Declaration, the Articles of Incorporation of the Association, or the Bylaws of the

Association, to be sent or delivered to the Owner of a Lot will conclusively be deemed to have been delivered to the Owner when either posted in the United States mails, postage prepaid and properly addressed, or hand delivered to the last known Owner at his last known address. It will be the responsibility of an Owner to notify the Association in writing of the Owner's name and address and any changes in either. In any event, the failure of the Owner to receive any notice, assessment bill, budget, amended budget or other materials and things will not affect the validity or due date thereof if so posted or delivered.

10.3 **AMENDMENTS TO DECLARATION**. This Declaration may be amended at any time, and from time to time, by a written instrument executed by the Owners of two-thirds (2/3) of the Building Sites contained in the Subdivision, subject to the following:

10.3.1 **APPROVAL OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT**. No amendment may be made which would affect the surface water management facilities, without the prior approval of the South Florida Water Management District, or its successor.

10.3.2 **APPROVAL OF DEVELOPER**. No amendment may be made without the approval of the Developer as long as the Developer owns either Real Property which is included in the Subdivision; or, Real Property which is contiguous to the Subdivision.

10.3.3 **EVIDENCE OF OWNER APPROVAL**. An amendment certified by the president and secretary of the HARBORAGE OWNERS' ASSOCIATION, INC. shall be deemed to have been approved by the appropriate number of Owners, and interested parties shall be bound by each amendment without the Association having to establish the record title of each Owner.

10.4 **ASSOCIATION MEMBERSHIP**. The Association shall be entitled to rely on Lee County ad valorem tax records to establish ownership of each Lot at a given time, unless the Association has received actual notice of an ownership entered which is inconsistent with and subsequent to the effective date of the tax records.

10.5 **SEVERABILITY**. The invalidity of any provision contained in this Declaration will not affect any other provision contained herein.

10.6 **INTERPRETATION**. The provision of this Declaration will be interpreted without regard to the headings contained herein, which have been inserted and used for ease of reference only.

10.7 **SURVIVAL**. This Declaration will be binding upon the parties hereto and all persons claiming by, through and under them.

CERTIFICATE

The Harborage Owners' Association, Inc., by its duly authorized officers, hereby certifies that the foregoing Revitalized Declaration of Covenants and Restrictions for The Harborage was approved by at least a majority of the Owners of Lots by written consent, and thereafter approved by the State of Florida Department of Economic Opportunity as evidenced by the attached letter of approval (to be attached as Exhibit "E").

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary on this 24th day of OCTOBER, 2017.

THE HARBORAGE OWNERS' ASSOCIATION, INC.,
a Florida corporation not for profit

Witness

Witness

By: _____
Nick Chlumsky, President

Witness

Witness

Attest By: _____
Johanna Spiropoulos, Secretary

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 24th day of October, 2017 by Nick Chlumsky, as President of The Harborage Owners' Association, Inc., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

BETH DI ROMA
Notary Public - State of Florida
Commission # GG 077149
My Comm. Expires Mar 16, 2021
Bonded through National Notary Assn.

Notary Public Signature

My Commission Expires: 3-16-21

Type/Print Notary Public Name

Commission No.: GG 077149

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 25th day of October, 2017 by Johanna Spiropoulos, as Secretary of The Harborage Owners' Association, Inc., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

Notary Public Signature

My Commission Expires: 6/10/2019

Type/Print Notary Public Name

Commission No.: FF 238780

Rob Shupe
State of Florida
My commission expires 06/10/2019
Comission No. FF 238780

EXHIBIT "A"

THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 46 SOUTH, RANGE 25 EAST, AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE N01°05'06"W ALONG THE EAST LINE OF SAID SECTION 7 FOR 656.23 FEET; THENCE N87°56'36"W ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 7 FOR 460.73 FEET TO THE WESTERLY RIGHT-OF-WAY OF STATE ROAD 45 (U.S.41); THENCE N20°35'30"W ALONG THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 45 (U.S.41) FOR 539.05 FEET TO THE POINT OF BEGINNING; THENCE S69°24'30"W FOR 254.50 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE WESTERLY, SOUTHWESTERLY, AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS 30.00 FEET, DELTA ANGLE 90°00'00", CHORD DISTANCE 42.43 FEET) FOR 47.12 FEET TO THE POINT OF TANGENCY; THENCE S20°35'30"E FOR 171.86 FEET TO A POINT OF CURVATURE TO THE RIGHT (RADIUS THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 177.42 FEET, DELTA ANGLE 51°07'46", CHORD DISTANCE 153.12 FEET) FOR 158.32 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS 84.05 FEET, DELTA ANGLE 31°40'05", CHORD DISTANCE 45.86 FEET) FOR 46.46 FEET; THENCE S66°48'10"E FOR 10.97 FEET; THENCE S01°07'49"E ALONG A LINE PERPENDICULAR TO THE SOUTH LINE OF SAID SECTION 7 FOR 479.08 FEET; THENCE S88°52'11"W ALONG A LINE PARALLEL WITH AND 225 FEET (AS MEASURED AT RIGHT ANGLES) NORTH OF THE SOUTH LINE OF SAID SECTION 7 FOR 1838.46 FEET; THENCE S00°25'52"E ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7 FOR 197.84 FEET; THENCE N67°20'40"W ALONG THE NORTH RIGHT OF WAY LINE OF PARK ROAD (25 FEET FROM CENTERLINE, SAID CENTERLINE BEING ALSO THE SOUTH LINE OF SAID SECTION 7) FOR 217.48 FEET; THENCE N00°28'33"W FOR 177.10 FEET; THENCE N67°59'18"W FOR 2687.07 FEET; THENCE N00°00'17"E FOR 339.79 FEET; THENCE WEST FOR 9 FEET TO THE WATERS OF A CANAL; THENCE ALONG THE WATERS OF A CANAL N00°00'17"E FOR 812.07 FEET; THENCE EAST FOR 8 FEET TO NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE S72°42'23"E ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 7 FOR 131.96 FEET; THENCE N00°00'17"E FOR 1234.02 FEET TO THE CENTERLINE OF A FLORIDA POWER AND LIGHT EASEMENT; THENCE S78°27'17"E ALONG THE CENTERLINE OF A FLORIDA POWER AND LIGHT COMPANY EASEMENT (100 FEET WIDE) FOR 1233.95 FEET; THENCE S00°14'05"E ALONG THE EASE LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 7 FOR 1365.25 FEET; THENCE S72°42'23"E ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 7 FOR 1404.15 FEET; THENCE S84°45'19"E ALONG SAID NORTH LINE FOR 1476.70 FEET; THENCE S21°00'00"E FOR 364.47 FEET; THENCE N69°24'30"E FOR 452.40 FEET TO THE AFORSAID WESTERLY RIGHT-OF-WAY LINE OF U.S. 41 (S.R.#45); THENCE S20°35'30"E FOR 70.00 FEET ALONG SAID LINE TO THE POINT-OF-BEGINNING.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

DEC 11 1985 REC PG 0834

Member Directory

LOT #	Owner(s) Name(s)	House #	STRAP/PID #	Mailing address - Street	City State
1	Gavin Riches	5010	07-46-25-05-00000.0010	5010 Harborage Drive	Fort Myers, FL 33908
2	Gavin Riches	5020	07-46-25-05-00000.0020	5010 Harborage Drive	Fort Myers, FL 33908
3	MAGNANTE BARBARA T TR FOR MAGNANTE LIVING TRUST	5030	07-46-25-05-00000.0030	5030 Harborage Drive	Fort Myers, FL 33908
4	SZCZEPANIAK ALBERT M + JOANNE	5040	07-46-25-05-00000.0040	5040 Harborage Dr	Fort Myers, FL 33908
5	POLLERT FREDERICK M + KAREN L	5050	07-46-25-05-00000.0050	425 Lasher Dr.	Seymour, IN 47274
6	FRYE KATHERINE L	5070	07-46-25-05-00000.0060	5070 Harborage Drive	Fort Myers, FL 33908
7	OLSON RICHARD A & OLSON PRUDENCE K	5080	07-46-25-05-00000.0070	11850 DR MARTIN LUTHER KING ST, APT 5104	SAINT PETERSBURG FL 33716
8	Helmut Kraut	5090	07-46-25-05-00000.0080	St Augustinussr 62	81825 Munchen, Germany
9	Christopher D & Haley Godfrey	5100	07-46-25-05-00000.0090	5100 Harborage Drive	Fort Myers, FL 33908
10	Zoltan & Eniko Bereczki	5110	07-46-25-05-00000.0100	5110 Harborage Drive	Fort Myers, FL 33908
11	David W Fineman	5120	07-46-25-05-00000.0110	7040 Bergamo Way #202	Fort Myers, FL 33966
12	MUELLER THOMAS A + LAMPLEY JILL S J/T	5130	07-46-25-05-00000.0120	5130 Harborage Drive	Fort Myers, FL 33908
13	Michael & Traci Chaulk	5140	07-46-25-05-00000.0130	5140 Harborage Drive	Fort Myers, FL 33908
14	Richard L & Jennifer S Dobbs	5150	07-46-25-05-00000.0140	5601 HARBORAGE DR	FORT MYERS FL 33908
15	REYES JOSEPH I + DEE-REYES CHRISTINE B H/W	5160	07-46-25-05-00000.0150	5160 Harborage Drive	Fort Myers, FL 33908
16	Pierre Dufresne Melanie Cameron	5170	07-46-25-05-00000.0160	PO BOX 730	COLCHESTER VT 05446
17	LEACH DAVID J + ALBERTA J	5180	07-46-25-05-00000.0170	PO BOX 3707	VAIL CO 81658
18	Richard L & Arlene McCullough	5190	07-46-25-05-00000.0180	5190 Harborage Drive	Fort Myers, FL 33908
19	Harry E & Mary Jane McCullough	5200	07-46-25-05-00000.0190	5190 Harborage Drive	Fort Myers, FL 33908
20	Thomas H & ConnieL Eiffert	5210	07-46-25-05-00000.0200	508 Bon Air Road	Lansing, MI 48917
21	Gary L & Linda A Wenger	5220	07-46-25-05-00000.0210	5220 Harborage Drive	Fort Myers, FL 33908
22	Alain & Megan Colas	5230	07-46-25-05-00000.0220	5230 Harborage Drive	Fort Myers, FL 33908
23	Gary E Kruse	5240	07-46-25-05-00000.0230	5240 Harborage Drive	Fort Myers, FL 33908

EXHIBIT "A-1"

LOT #	Owner(s) Name(s)	House #	STRAP/PID #	Mailing address - Street	City State
24	Timothy D & Marilyn J Caughenbaugh H/W	5250	07-46-25-05-00000.0240	5250 Harborage Drive	Fort Myers, FL 33908
25	Steven M & Lorie Klonowski	5260	07-46-25-05-00000.0250	5260 Harborage Drive	Fort Myers, FL 33908
26	LANTZ EDWARD D + SANDRA K	5270	07-46-25-05-00000.0260	5270 Harborage Drive	Fort Myers, FL 33908
27	Barbara D Tellone	5300	07-46-25-05-00000.0270	129 Montrose Drive	Fort Myers, FL 33919
28	ROSS CATHERINE TR FOR Catherine Ross Trust	5310	07-46-25-05-00000.0280	33 Reiner Drive	Trumbull, CT 06611
29	Larry B & Deborah T Black	5320	07-46-25-05-00000.0290	5320 Harborage Drive	Fort Myers, FL 33908
30	Milton E & June E Hansen	5330	07-46-25-05-00000.0300	5330 Harborage Drive	Fort Myers, FL 33908
31	Theodore W & Tarry L Feiss	5340	07-46-25-05-00000.0310	19499 State Rt. 1	Lawrenceburg, IN 47025
32 & 33	Edward & Delores Dela Pena	5350	07-46-25-05-00000.0320	5350 Harborage Drive	Fort Myers, FL 33908
34	Todd M. Driscoll	5370	07-46-25-05-00000.0340	1746 Cascade Street	Pittsfield, MA 01201
35	Allen J Green	5380	07-46-25-05-00000.0350	6800 Deer Hill Dr	Clarkston, MI 48348
36	Stuart A & J Louise Senneff	5390	07-46-25-05-00000.0360	5390 Harborage Drive	Fort Myers, FL 33908
37	LORRAINE STRAYHORN MILLER, TRUSTEE of the Lorraine Strayhorn Miller Personal Residence Trust	5400	07-46-25-05-00000.0370	5400 Harborage Drive	Fort Myers, FL 33908
38	JAMES H MARTINO TRUST + RICOTTA KELLY	5410	07-46-25-05-00000.0380	2595 Parkview Drive	Niagra Falls, NY 14305
39	RIEGLER RONALD JOSEPH + WILLIAMS DEBRA M T/C	5420	07-46-25-05-00000.0390	5420 Harborage Drive	Fort Myers, FL 33908
40	Gale Bockholt	5430	07-46-25-05-00000.0400	121 E. Pago Pago Drive	Naples, FL 34113
41	David B & Debra Jennings	5440	07-46-25-05-00000.0410	5440 Harborage Drive	Fort Myers, FL 33908
42	Robert C & Linda C Smyth	5450	07-46-25-05-00000.0420	9006 Doyle Line	Chatham ON N7M 5J3 Canada
43	Victor & Lucy M Bard	5460	07-46-25-05-00000.0430	20301 Corkscrew Shores Blvd.	Estero, FL 33928
44	MEANS GERALD R + RADEMAKER SANDRA ANN H/W	5470	07-46-25-05-00000.0440	5470 Harborage Drive	Fort Myers, FL 33908

LOT #	Owner(s) Name(s)	House #	STRAP/PID #	Mailing address - Street	City State
45 & 46	Alexandra K & Robert M Allen	5480	07-46-25-05-00000.0450	5480 Harborage Dr.	Fort Myers, FL 33908
47	PAYNE MARK DOUGLAS	5500	07-46-25-05-00000.0470	892 White Clover Ben Road	Detroit Lakes, MN 56501
48	Charles & Sandra S Cooper	5510	07-46-25-05-00000.0480	5510 Harborage Drive	Fort Myers, FL 33908
49	Reza Hussain	5520	07-46-25-05-00000.0490	5520 Harborage Drive	Fort Myers, FL 33908
50	Paul W & Bonnie W Davis	5530	07-46-25-05-00000.0500	5530 Harborage Drive	Fort Myers, FL 33908
51	ALLEN ROSS S TR FOR ROSS S ALLEN TRUST	5540	07-46-25-05-00000.0510	P. O. Box 450/ 7999 Quaker Neck Rd.	Chestertown, MD 21620
52	HURT CHARLES E TRUSTEE FOR CHARLES E HURT TRUST	5550	07-46-25-05-00000.0520	11840 Metro Parkway	Fort Myers, FL 33966
53, 54 & 55	BURNUP RUSSELL J II L/E + BURNUP MARY ELEN BUNDSCHU L/E H/W	5560	07-46-25-05-00000.0530	5560 Harborage Drive	Fort Myers, FL 33908
56	Darryl S & Lisa N Lee	5600	07-46-25-05-00000.0560	5600 Harborage Drive	Fort Myers, FL 33908
57	REDMOND TIMOTHY P + CAROLE M	5620	07-46-25-05-00000.0570	5620 Harborage Drive	Fort Myers, FL 33908
58	Larry W & Karolyn Noughton	5630	07-46-25-05-00000.0580	5601 Harborage Drive	Fort Myers, FL 33913
59	BAMBL ERWIN TR FOR ERWIN BAMBL LIVING TRUST	5650	07-46-25-05-00000.0590	Friedenhain 53	Parkstetten, Germany 94365
60	John W Snead	5660	07-46-25-05-00000.0600	4790 BARKLEY CIR STE C103	Fort Myers, FL 33907
61	Nicholas D & Lisa C Chlumsky	5670	07-46-25-05-00000.0610	5670 Harborage Drive	Fort Myers, FL 33908
62	MADHAV GROUP LLC	5690	07-46-25-05-00000.0620	17569 Tamiami Trail Ste 120	Fort Myers, FL 33908

LOT #	Owner(s) Name(s)	House #	STRAP/PID #	Mailing address - Street	City State
LOT 63 + SLRY 1/2 LOT 64 ** See Note 1	PATEL GIRISH + HANSABEN	5700	07-46-25-05-00000.0630	5700 Harborage Drive	Fort Myers, FL 33908
LOT 65 + NLRY1/2 OF LOT 64 ** See Note 2	Philip H & Susan S Bartels	5720	07-46-25-05-00000.0650	52 Druid Ln	Riverside. CT 06878-1834
66	SIGG JONATHAN M + APRIL A	5730	07-46-25-05-00000.0660	5730 Harborage Drive	Fort Myers, FL 33908
67	Daniel T Barres	5740	07-46-25-05-00000.0670	PO Box 100750	Cape Coral, FL 33910
68	MATHURIN ALAIN & CHERYL L	5750	07-46-25-05-00000.0680	5750 Harborage Drive	Fort Myers, FL 33908
69	William R & Darlene S Maute	5760	07-46-25-05-00000.0690	5760 Harborage Drive	Fort Myers, FL 33908
70	MCKENNA MARY E + RONALD F	5770	07-46-25-05-00000.0700	5770 Harborage Dr.	Fort Myers, FL 33908
71	CARROLL RONALD L JR + LOCKWOOD TRACY R J/T	5780	07-46-25-05-00000.0710	5780 Harborage Dr.	Fort Myers, FL 33908
72	Terrance A & Jennifer Paul	5790	07-46-25-05-00000.0720	5790 Harborage Drive	Fort Myers, FL 33908
73	SMITH ROBERT J TR + SMITH DIANE E TR FOR DIANE E SMITH TRUST	5800	07-46-25-05-00000.0730	5800 Harborage Drive	Fort Myers, FL 33908
74	YEOWART DAVUD PAUL + YEOWART KAY MARIA H/W + YEOWART LEWIS DAVID + YEOWART SARAH KATHERINE J/T	5810	07-46-25-05-00000.0740	Upper Broadwater, Warrs Hill	North Chailey BN84JE UK
75	PENARANDA CARLO DELATORRE + PENARANDA DEXTER SOJUACO	5820	07-46-25-05-00000.0750	5820 Harborage Drive	Fort Myers, FL 33908
76	Walter & Alice Leffler	5870	07-46-25-05-00000.0760	5870 Harborage Drive	Fort Myers, FL 33908
77	BYCZEK RONALD TR FOR RONALD E BYCZEK TRUST	5900	07-46-25-05-00000.0770	5900 Harborage Drive	Fort Myers, FL 33908
78	Jerome J & Traci Ames	5930	07-46-25-05-00000.0780	5930 HARBORAGE DR	Fort Myers, FL 33908

LOT #	Owner(s) Name(s)	House #	STRAP/PID #	Mailing address - Street	City State
79	TRETTENERO D SCOTT + CAROLEIGH	5960	07-46-25-05-00000.0790	5960 Harborage Drive	Fort Myers, FL 33908
80	Van & Prafulla Rana	5990	07-46-25-05-00000.0800	5990 Harborage Drive	Fort Myers, FL 33908
81	ROSE JOHN H	5831	07-46-25-05-00000.0810	5831 Harborage Drive	Fort Myers, FL 33908
82	ROSE JOHN H	5821	07-46-25-05-00000.0820	5831 Harborage Drive	Fort Myers, FL 33908
83	CORACE DUSTYN + AMANDA	5811	07-46-25-05-00000.0830	5811 Harborage Drive	Fort Myers, FL 33908
84	HARBORAGE VENTURE, LLC	5801	07-46-25-05-00000.0840	24520 Production Circle Ste 7	Bonita Springs, FL 34135
85	TAYLOR MICHAEL L + VICKI R	5791	07-46-25-05-00000.0850	5791 Harborage Drive	Fort Myers, FL 33908
86	ALLEN ROBERT M + ALEXANDRA K	5781	07-46-25-05-00000.0860	5480 Harborage Dr.	Fort Myers, FL 33908
87	Randy J & Laurie A Heintz	5771	07-46-25-05-00000.0870	5771 Harborage Drive	Fort Myers, FL 33908
	Jack D and Georgia M Smith (PENDING OWNER- to close 6/21/17)			135 Locust Valley Rd	Greensburg, PA 15601
88	PARKER JAMES F & DIANE L	5761	07-46-25-05-00000.0880	5761 Harborage Drive	Fort Myers, FL 33908
89	OLNEY CHRISTOPHER E + KRISTI J	5751	07-46-25-05-00000.0890	23250 El Dorado Blvd	Bonita Springs, FL 34134
90	Herbert B & Linda E Eddy	5741	07-46-25-05-00000.0900	5741 Harborage Drive	Fort Myers, FL 33908
91	Judith Wiliams Spann	5731	07-46-25-05-00000.0910	5731 Harborage Drive	Fort Myers, FL 33908
92	Gregory J & MarleneE Russo	5721	07-46-25-05-00000.0920	5721 Harborage Drive	Fort Myers, FL 33908
93	HOWELL RONALD W TR + HOWELL JOSEPHINE M TR	5711	07-46-25-05-00000.0930	5711 Harborage Drive	Fort Myers, FL 33908
94	ZULLO ANDREW J + MILLIGAN KRISTIN A	5701	07-46-25-05-00000.0940	5701 Harborage Drive	Fort Myers, FL 33908
95	Herbert & Mary Jo Linn	5691	07-46-25-05-00000.0950	5691 Harborage Drive	Fort Myers, FL 33908

LOT #	Owner(s) Name(s)	House #	STRAP/PID #	Mailing address - Street	City State
96	MOLNAR MIKLOS + JOAN P TR FOR MOLNAR FAMILY TRUST	5681	07-46-25-05-00000.0960	5681 Harborage Drive	Fort Myers, FL 33908
97	GDM ACQUISITIONS LLC	5671	07-46-25-05-00000.0970	17611 Boat Club Drive	Fort Myers, FL 33908
98	Fred G & Patricia DaCosta	5661	07-46-25-05-00000.0980	56 McKenna Ridge Rd	East Falmouth, MA 02535
99	RUDAN MICHAEL ANTHONY + BRENDA	5651	07-46-25-05-00000.0990	5651 Harborage Drive	Fort Myers, FL 33908
100	Corbyn L & Christine Hightower	5641	07-46-25-05-00000.1000	5641 Harborage Drive	Fort Myers, FL 33908
101	Nicholas D & Lisa C Chlumsky	5631	07-46-25-05-00000.1010	5670 Harborage Drive	Fort Myers, FL 33908
102	LEE CHERYL A + LEE KENNETH J	5621	07-46-25-05-00000.1020	5621 Harborage Drive	Fort Myers, FL 33908
103	Robert J & Charisse Thomas	5611	07-46-25-05-00000.1030	5611 Harborage Drive	Fort Myers, FL 33908
104	RICHARD L & JENNIFER S DOBBS	5601	07-46-25-05-00000.1040	5601 Harborage Drive	Fort Myers, FL 33908
106	BENNETT RICHARD C TR FOR RICHARD C BENNETT TRUST	5581	07-46-25-05-00000.1060	710-2 Diamond Lake Road	Mundelein, IL 60060
107	AGOPSOWICZ GARY JAMES & FIFELSKI ANGELA MIA	5571	07-46-25-05-00000.1070	5571 Harborage Drive	Fort Myers, FL 33908
108	HUDOR MICHAEL T + JUDITH A TR FOR HUDOR TRUST	5561	07-46-25-05-00000.1090	5561 Harborage Drive	Fort Myers, FL 33908
109	Jose I & Sonia Reyes	5551	07-46-25-05-00000.1090	5551 Harborage Drive	Fort Myers, FL 33908
110	Jeremy Tamir & Dorit Tamir Lobkirc H/W	5541	07-46-25-05-00000.1100	5541 Harborage Drive	Fort Myers, FL 33908
111	James & Deena Parker	5531	07-46-25-05-00000.1110	5531 Harborage Drive	Fort Myers, FL 33908
112	JACKSON ILSE-MONIKA TR FOR HAROLD W JACKSON + ILSE-MONIKA TRUST	5521	07-46-25-05-00000.1120	5521 Harborage Drive	Fort Myers, FL 33908
113	MORELLO ANTHONY V + MURRAY KELLY E J/T	5511	07-46-25-05-00000.1130	3365 Elliott Blvd	Oceanside, NY 11572

LOT #	Owner(s) Name(s)	House #	STRAP/PID #	Mailing address - Street	City State
114	ChristopherM & Kalandra Lewis	5501	07-46-25-05-00000.1140	5501 Harborage Drive	Fort Myers, FL 33908
115	Clyde & Ella Mae Perfect	5491	07-46-25-05-00000.1150	19254 Perfect Place Lane	Lawrenceburg, IN 47025
116	COMBS CARLA S L/E	5481	07-46-25-05-00000.1160	5481 Harborage Drive	Fort Myers, FL 33908
117	SIMON JOHN T + JOAN Z	5471	07-46-25-05-00000.1170	5471 Harborage Drive	Fort Myers, FL 33908
118	VASBINDER BUDDY E + RITCH ROXANNE L J/T Roxanne Ritch	5461	07-46-25-05-00000.1180	5461 Harborage Drive	Fort Myers, FL 33908
119	Dmytro & Niki Zenczak	5451	07-46-25-05-00000.1190	5451 Harborage Drive	Fort Myers, FL 33908
120	Mary Ann Bucceroni	5441	07-46-25-05-00000.1200	5441 Harborage Drive	Fort Myers, FL 33908
121	Todd A & Linda J Heussner	5431	07-46-25-05-00000.1210	431 Harborage Drive	Fort Myers, FL 33908
122	Peter J & Johanna Spiropoulos	5421	07-46-25-05-00000.1220	5421 Harborage Drive	Fort Myers, FL 33908
123	Peter S & Georgette Block	5411	07-46-25-05-00000.1230	5411 Harborage Drive	Fort Myers, FL 33908
124	Roy S & Debra M Locascio	5401	07-46-25-05-00000.1240	5401 Harborage Drive	Fort Myers, FL 33908
125	DINH DUONG M + NGUYEN JULIE G H/W	5391	07-46-25-05-00000.1250	5391 Harborage Drive	Fort Myers, FL 33908
126	Fredrick E Zoeller	5381	07-46-25-05-00000.1260	225 E SOUTH TRAIL	TIFFIN OH 44883
127	SEVCIK EDWARD J + PATRICIA A	5371	07-46-25-05-00000.1270	5371 Harborage Drive	Fort Myers, FL 33908
128	Roger C Parsons	5361	07-46-25-05-00000.1280	5361 Harborage Drive	Fort Myers, FL 33908
129	Stephen D & Charlotte D Hester	5341	07-46-25-05-00000.1290	5341 Harborage Dr	Fort Myers FL 33908
130	Randy A & Clarita F Fogel	5331	07-46-25-05-00000.1300	5331 Harborage Drive	Fort Myers, FL 33908
131	Robert A & Caryl A Serbin	5321	07-46-25-05-00000.1310	5321 Harborage Drive	Fort Myers, FL 33908
132	MASON LEAH + GREENAWAY ALBERT D	5311	07-46-25-05-00000.1320	5311 Harborage Drive	Fort Myers, FL 33908

LOT #	Owner(s) Name(s)	House #	STRAP/PID #	Mailing address - Street	City State
133	UNKNOWN HEIRS OF NELSON HELEN O	5301	07-46-25-05-00000.1330	5301 Harborage Drive	Fort Myers, FL 33908
134	CAVALCANTE FERNANDO ANTONIO L, CAVALCANTE ANA MARIA DE S R H/W	5281	07-46-25-05-00000.1340	5281 Harborage Dr	Fort Myers, FL 33908

**Note 1: The full legal description for Patel, Girish & Hansaben, 07-46-25-05-00000.0630 is as follows:

Lot 63 and part of Lot 64 of THE HARBORAGE SUBDIVISION, as recorded in Plat Book 38, Pages 4 thru 9, of the Public Records of Lee County, Florida; being more particularly described as follows:

Beginning at the Southwest corner of said Lot 63, also being a point on the easterly right-of-way line of Harborage Drive (35' wide), thence run 28.50 feet along the arc of a curve to the right. (Having a radius of 252.50 feet, a delta of 6 degrees 28'05", a chord bearing and distance of N 40 degrees 30'43"E, 28.49 feet) to a point of reverse curvature, thence; run 127.62 feet along the arc of the reverse curve to the left (having a radius of 320.00 feet, a delta of 22 degrees 51'01", a chord bearing and distance of N 34 degrees 06'53" E, 126.78 feet), thence; South 69 degrees 44'39" E, A distance of 221.60 feet to a point on the east boundary of said Lot 64, thence; S 08 degrees 51'55" W, a distance of 78.98 feet to the northeast corner of said Lot 63, thence S 73 degrees 43'46" W, along the East Boundary of Said Lot 63, a distance of 136.58 feet to the southeast corner of said Lot 63, thence N 66 degrees 56'31" W, along the south boundary of said lot 63 a distance of 164.00 feet to the point of beginning.

97 NOV 17 AM 8:42

**Note 2: The full legal description for Philip H. & Susan S. Bartels, 07-46-25-05-00000.0650 is as follows:

Lot 65 and part of Lot 64 of The Harborage Subdividsion, as recorded in Plat Book 38, Pages 4 through 9, of the Public Records of Lee County, Florida; being more particularly described as follows:

Beginning at the Northwest corner of said Lot 65, thence: South 84° 29'50"East, along the North boundary of said Lot 65, a distance of 188.47 feet to the Northeast corner of said Lot 65; thence: South 02° 19'00" East, along the Easterly boundary of said Lot 65, a distance of 130.00 feet, to the Southeast corner of said Lot 65 (also being the Northeast corner of said Lot 64); thence: South 08° 51'55" West, along the Easterly boundary of said Lot 64, a distance of 38.98 feet; thence: North 69° 44'39" West, a distance of 221.60 feet to a point on a non-tangent curve to the left, said curve being the Easterly right-of-way line of Harborage Drive (35' wide); thence: run along the arc of said curve 108.68 feet (having a radius of 320.00 feet, a delta of 19° 27'33", a chord bearing and distance of North 11° 09'59" East, 108.16 feet), to a point of tangency; thence: continue along the Easterly right-of-way line, North 01° 26'13" East, a distance of 3.64 feet to the point of beginning.

Parcel Identification Number: 07-46-25-05-00000.0650

EXHIBIT "B"

"COMMERCIAL TRACT"

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 7, THENCE N01°05'06"W ALONG THE WEST LINE OF SAID SECTION FOR 656.23 FEET TO AN INTERSECTION WITH THE NORTHLINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SOUTHEAST QUARTER; THENCE N87°56'36"W ALONG SAID LINE FOR 460.73 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. 41 (SR 45) AND THE POINT-OF-BEGINNING; THENCE N20°35'30"W ALONG SAID RIGHT-OF-WAY LINE FOR 539.05 FEET; THENCE S69°24'30"W FOR 254.50 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 30.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° FOR 47.12 FEET TO A POINT OF TANGENCY; THENCE S20°35'30"E FOR 171.86 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 177.42 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°07'46" FOR 158.32 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 84.05 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°40'05" FOR 46.46 FEET TO A POINT OF TANGENCY; THENCE S66°48'10"E FOR 10.97 FEET TO AN INTERSECTION WITH THE AFORSAID NORTH LINE OF THE SOUTH HALF, OF THE SOUTH HALF, OF SAID SOUTHEAST QUARTER; THENCE S87°56'36"E ALONG SAID LINE FOR 400.00 FEET TO THE POINT-OF-BEGINNING CONTAINING 3.312 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

OFF REC 1852PG0835

PREPARED BY:
LEE COUNTY ENGINEERING, INC.
1550 CARSON ST.
FORT MYERS, FL. 33902

JAMES L. CLEMENTS, P.L.S. #4091

"COMMERCIAL TRACT "

NOVEMBER 19, 1985
JOB # 830163

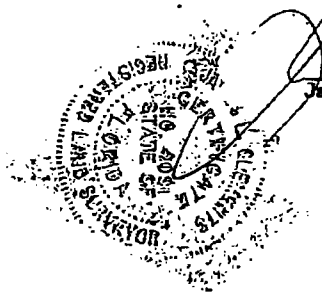
A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 7, THENCE N01°05'06"W ALONG THE WEST LINE OF SAID SECTION FOR 656.23 FEET TO AN INTERSECTION WITH THE NORTHLINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SOUTHEAST QUARTER; THENCE N87°56'36"W ALONG SAID LINE FOR 460.73 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. 41 (S.R. #45); THENCE N20°35'30"W ALONG SAID LINE FOR 609.05 FEET FOR A POINT-OF-BEGINNING; THENCE S69°24'30"W FOR 452.40 FEET; THENCE N21°00'00"W FOR 364.47 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH HALF OF SAID SOUTHEAST QUARTER; THENCE S84°45'19"E FOR 505.53 FEET TO THE AFORSAID WESTERLY RIGHT-OF-WAY LINE OF U.S. 41 (S.R. #45); THENCE S20°35'30"E ALONG SAID LINE FOR 144.15 FEET TO THE POINT-OF-BEGINNING CONTAINING 2.645 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

REC 1852 PG 0036

Prepared by:
Lee County Engineering, Inc.
1550 Carson St.
Fort Myers, FL. 33902



11-25-85
James L. Clements, P.L.S. #4091

EXHIBIT "C"

FILE

ARTICLES OF INCORPORATION

OF

1985 DEC 12 AM 8 33

THE HARBORAGE OWNERS' ASSOCIATION, INC. SECRETARY OF STATE
TALLAHASSEE, FLORIDA

These articles are created for the purpose of organizing a Florida corporation not-for-profit pursuant to Part I of Chapter 617 of the Florida Statutes.

1. NAME. The name of this corporation shall be THE HARBORAGE OWNERS' ASSOCIATION, INC.

2. TERM OF EXISTENCE. The existence of this corporation ("Association") will commence upon the filing of these Articles with the Department of State of the State of Florida and shall continue thereafter in perpetuity.

3. PURPOSE. This Association is organized for the purpose of promoting the health, safety and welfare of the owners ("LOT OWNERS") included within the subdivision of real property located in Lee County, Florida, which is known as "The Harborage", according to the plat now or hereafter recorded in the public records of Lee County, Florida ("ORIGINAL PROPERTY"), and, each addition ("ADDITION") thereto, made with the consent of the developer ("DEVELOPER") of the Original Property. Any Addition shall be of a written declaration which is made of public record in said County and clearly states an intention that the terms and provisions of the Declaration which is hereinafter described is to be applicable to the Addition. Both the Original Property and all Additions are referred to as the "SUBDIVISION". The Association shall have all powers available to not for profit corporations. Among the particular duties of the Association are the following, and those set out in other articles:

3.1. Review plans and specifications of proposed buildings and other improvements to be constructed within the Subdivision to ascertain whether they comply with the "DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE HARBORAGE SUBDIVISION" ("DECLARATION") which shall be recorded in the public records of Lee County and if they comply, approve them, or if they do not comply, disapprove them;

3.2. Maintain the Lakes, Easements, and other Common Areas located within the Subdivision, and maintain, repair and replace those improvements which are not within the Common Area intended for the common use of Lot Owners (and not of a private nature), to the extent not maintained, repaired or replaced by others;

3.3. Do and perform the obligations imposed upon it by the Declaration and otherwise enforce the terms, provisions and conditions of the Declaration;

3.4. To fix assessments against Lots included in the Subdivision ("LOTS"), assess the Lot Owners and collect

assessments from the Lot Owners as may be necessary for Association purposes. Provide lot owners with information regarding hazards of, and protective measures to undertake, in the event of, hurricanes.

The foregoing specific duties and responsibilities are not to be construed in any way as limiting the powers of the Association.

MEMBERSHIP. Every person or entity who is, from time to time, the record owner of a Lot within the Subdivision will be a member of the Association, but only for so long as he is the record owner of a Lot; however, any such person or entity who holds record title merely as security for the payment of an indebtedness or the performance of an obligation will not be a member. Membership will be appurtenant to, and may not be separated from, the ownership of a Lot.

4.1. VOTING. Each Lot Owner will be entitled to cast one (1) vote for each Subdivision Lot he owns. The Developer, as a Lot Owner, shall also be entitled to one (1) vote for each Lot owned.

4.2. MULTIPLE OWNERS OF ONE LOT. If a single Lot is owned by more than one person, or entity, any one of the owners of the Lot may cast the vote with respect to that Lot. If more than one of them is present and makes it known that he wants to cast the vote, the vote will be cast by the one of them whose name would be first, if their names were arranged in alphabetical order, by last name first, then by first name.

4.3. ACTION WITHOUT MEETINGS. Any action which could be taken by Lot Owners at a membership meeting may be taken without the necessity of a meeting if approved in writing by Lot Owners having the right to cast sufficient votes to approve the action if taken at a meeting.

5. OFFICERS. The Association will have a President, a Vice-President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create. Two or more offices may be held by the same person, except as may be prohibited by law. Officers will be elected by the Board of Directors for a term of one (1) year, in accordance with the Bylaws, but may be removed with or without cause by the Directors at any time.

6. DIRECTORS. The affairs of the Association will be managed by a Board of Directors consisting of five (5) members, initially. The number of members constituting the Board of Directors may, from time to time, be increased or decreased by the members, as may be provided in the Bylaws, but will never be less than three (3).

6.1. TERMS OF OFFICE. Directors will generally serve a term of one (1) year each and shall be elected at the annual meeting of the membership. However, the members of the Board of Directors will serve until their successors are elected and qualify. In the case of a vacancy upon the Board of Directors, whether occasioned by the resignation or removal of a member or the creation of a new directorship, the vacancy will be filled by the person elected by the remaining Board of Directors and the newly appointed member will serve until the next election of Directors.

6.2. ELECTION BY MEMBERS. The members of the Board of Directors will be elected by the membership (including the Developer, as a Lot Owner and as a member of the Association, by reason of being a Lot Owner). Every Director elected will be either a member of the Association, or, in the case of an entity member, an office, general partner or trustee of that member, as the case may be. All elections will be by plurality of votes, and the member of the Board of Directors receiving the largest number of votes shall be the Chairman of the Board of Directors.

7. ASSESSMENTS. The Board of Directors will make, levy and collect assessments from Lot Owners as provided in these articles.

7.1. PREPARATION OF ANNUAL BUDGET. As soon as practical following the recording of the Declaration, the Board of Directors will prepare a budget for the remainder of the calendar year during which the Declaration is recorded. On or before December 1, of any calendar year, the Board of Directors will prepare a budget for the immediately next following calendar year. As soon as practical following the preparation of a budget, a copy will be sent to each Lot Owner. Failure of the Board of Directors to prepare the budget timely will not, however, invalidate any assessment.

7.2. AMENDMENTS TO BUDGET. Periodically during any calendar year, the Board of Directors may amend the budget for that calendar year. When amended, the Board of Directors will send a copy of the amended budget to each Lot Owner.

7.3. RESERVE FUND. The Association shall establish and maintain an adequate reserve fund for periodic repairs and replacement of improvements to the common areas which the Association may be obligated to maintain. The fund shall be maintained out of regular assessments as set out below.

7.4. MAKING ASSESSMENTS. When a budget or amended budget is adopted by the Board of Directors, the Board of Directors will assess each Lot by sending a bill to

each Lot Owner for the amount of the assessment against his Lot. Each bill sent will include a statement, in form and content substantially as follows:

> THE ASSOCIATION HAS PREPARED A BUDGET OR AMENDED BUDGET OF FUNDS REQUIRED FOR THE ASSOCIATION TO FUNCTION. THE PORTION WHICH IS ASSESSED AGAINST LOT ____ IS THE SUM OF $_____. IF THIS SUM IS NOT PAID WITHIN THIRTY (30) DAYS OF THE DATE OF THIS ASSESSMENT, A NOTICE OF LIEN WILL BE FILED AGAINST THE LOT, BY THE ASSOCIATION, AND THE ASSESSMENT WILL COMMENCE TO ACCRUE INTEREST AT THE MAXIMUM RATE ALLOWABLE BY LAW. IF THE ASSESSMENT, TOGETHER WITH ACCRUED INTEREST, IS NOT PAID WITHIN NINETY (90) DAYS OF THE DATE OF THIS ASSESSMENT, THE ASSOCIATION WILL COMMENCE PROCEEDINGS TO FORECLOSE THE LIEN AGAINST THE LOT AND OTHERWISE COLLECT THE ASSESSMENT AND ACCRUED INTEREST. ALL COSTS INCURRED BY THE ASSOCIATION IN COLLECTING THE ASSESSMENT AND ACCRUED INTEREST WILL LIKEWISE BE A LIEN OR CHARGE AGAINST THE LOT, COLLECTIBLE IN THE SAME MANNER.

7.5. RATE OF ASSESSMENT. All Lots shall be assessed equally, except as provided in the deed of restrictions for the subdivision regarding failure of owners to meet specific obligations.

7.6. NAMES AND ADDRESSES. It will be the sole responsibility of the owner of a Lot to notify the Association of the correct name of the owner and the address of the owner, and to notify the Association of any change in either. All things sent or delivered to the last known owner at his last known address, will be deemed conclusively to have been sent to the actual owner, at his actual address. In any event, the failure of the Owner of a Lot to actually receive any budget, amended budget or assessment bill will not invalidate the budget, assessment, lien or other claim of the Association.

7.7. COLLECTION EFFORTS. If an assessment bill is not paid within thirty (30) days of the date sent to Lot Owner, the Association will file a notice of lien against the Lot. If the amount of the assessment, together with accrued interest is not paid in full within ninety (90) days of the date the assessment bill is sent to the Lot Owner, the Association will commence proceedings to foreclose the lien for and otherwise collect the same and prosecute it diligently, unless the Board of Directors should determine that a delay is appropriate under the circumstances.

7.8. FIRST ASSESSMENT. The Association's first budget will be funded by assessments on all Lots which begin on the date of the first Lot sale. If the Lot sale occurs on a date other than the contemplated due date for regular

assessments, the assessment shall be prorated to the next regular payment date.

8. SUBSCRIBERS AND INITIAL OFFICERS AND DIRECTORS. The name and address of the subscribers of these Articles of Incorporation, who shall serve as the directors of the Association until the first election thereof, and who are to serve as the officers of the Association until the first election or appointment are as follows:

Name and Address of Director	Office
Chris Bundschu 5900 Enterprise Parkway Fort Myers, Florida 33905	President/Director
Dan Kraft 5900 Enterprise Parkway Fort Myers, Florida 33905	Vice-President/ Director
Gayle Bundschu 5900 Enterprise Parkway Fort Myers, Florida 33905	Secretary-Treasurer Director
Harvey Youngquist 5900 Enterprise Parkway Fort Myers, Florida 33905	Director
Henry L. Vettraino, Jr. 5900 Enterprise Parkway Fort Myers, Florida 33905	Director

9. BYLAWS & AMENDMENT OF ARTICLES.

9.1. The Bylaws will be adopted and may be amended by the Directors or the members, consistent with these Articles and the Declaration, except that those adopted by the members may only be altered, amended or repealed by the members. These Articles may be amended by the Board of Directors with the consent of at least seventy-five (75%) percent of the votes in the Owners' Association. Notwithstanding the foregoing, neither the Articles nor the Bylaws may be amended without the consent and approval of The Harborage Development Company, Inc., a Florida corporation, as long as it owns either a Lot included in the Subdivision, or real property which is contiguous to the Subdivision.

10. REGISTERED AGENT & OFFICE. The name of the Association's initial registered agent and its initial registered office is as follows:

Chris Bundschu
5900 Enterprise Parkway
Fort Myers, Florida 33905

11. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

11.1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts aid in settlement and reasonable expenses, including attorney's fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such actin was unlawful.

11.2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he serves at the request of the Association, against the reasonable expenses, including attorney's , actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

11.3. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

11.4. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

12. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association or other organization in which one or more of its Directors or officers are Directors or officers, have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participated in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

13. DISSOLUTION OF ASSOCIATION. No portion of the net earnings of the Association will inure (upon dissolution of the Association or otherwise) to the benefit of any private person, other than as a direct result of the Association engaging in one or more of the activities which are consistent with and within the scope of its purpose. Subject to the foregoing, upon the dissolution of the Association, all of its assets remaining after adequate provision is made for the payment of its creditors and the costs and expenses of dissolution will be distributed in the following manner:

13.1. SURFACE WATER MANAGEMENT SYSTEM. Property and interests in property, whether real, personal or mixed, which constitutes or is directly or indirectly related to the surface water management system, if any, will be dedicated to the appropriate governmental agency or contributed to a similar non-profit association or organizationas required by the South Florida Water Management District, if

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any. This provision may not be amended without the consent and approval of South Florida Water Management District.

13.2. OTHER PROPERTY. Property and interests in property, whether real, personal or mixed, which do not constitute or which are neither directly or indirectly related to the surface water management system, if any, will be distributed subject to Paragraph 14 of these Articles in the following manner:

(a) DEVELOPER'S DESIGNEE. To the person, firm or Association designated by the Developer; or,

(b) OWNER'S DESIGNEE. If the Developer fails or refuses to make any such designation, then, to the person, firm or Association designated by the largest number of owners entitled to cast votes on matters coming before the membership who actually cast votes.

14. DECLARATION OF INTENTION. The Incorporators and the Developer intend that the Association be eligible for treatment as a tax-exempt organization described in Section 528 of the Internal Revenue Code of 1954, as amended, or in the corresponding provisions of any subsequent legislation ("HOMEOWNERS ASSOCIATION").

14.1. RESTRICTIONS ON ASSOCIATION'S ACTIVITIES. Notwithstanding any other provisions contained in these Articles, the Association may only engage in those activities, matters and things which Homeowners' Associations which are so exempt from taxation are permitted to engage in, and will refrain from engaging in those activities, matters and things which Homeowners' Associations so exempt from taxation are prohibited to engage in.

14.2. INTERPRETATION. The Articles of Incorporation of the Association will be construed and interpreted in a manner consistent with the requirements for Homeowners' Associations to be tax-exempt. By way of illustration, Paragraph 12 will be construed and interpreted as prohibiting and not otherwise permitting any part of the net earnings of the Association to inure to the benefit of any private person other than as a direct result of the Association engaging in one or more exempt functions, as required by Treasury Regulation Section 1.528-7.

14.3. AMENDMENTS. These Articles will be amended, from time to time, only in a manner consistent with the requirements for Homeowners' Associations which are tax-exempt.

IN WITNESS WHEREOF, the said subscribers have hereto set their hands and seals this 22 day of NOVEMBER, 1985.

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION

Pursuant to the provision of Section 617, Florida Statutes, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation.

FIRST: The name of the corporation is The Harborage Owners' Association, Inc.

SECOND: The attached amendments to the Articles of Incorporation were adopted by the membership.

THIRD: The attached amendments to the Articles of Incorporation were adopted by the required vote of the members by written consent pursuant to Article 4.3 of the Articles of Incorporation and Section 617.0701(4), Florida Statutes.

FOURTH: The number of votes cast were sufficient for approval.

FILED
04 MAY -7 AM 11:02
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

WITNESSES:
(TWO)

Signature

CHARLENE Maybin-Lane
Printed Name

Signature

CHARLENE Maybin-Lane
Printed Name

THE HARBORAGE OWNERS' ASSOCIATION, INC.

BY: _____
Harley Heim, President

Date: 4-26-04

(CORPORATE SEAL)

ATTEST: _____
Greg Russo, Secretary

R00029664336C
EXP2006

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 26th day of April, 2004 by Harley Heim as President of The Harborage Owners' Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) Personally known as identification and did take an oath.

OFFICIAL NOTARY SEAL
CHARLENE MAYBIN-LANE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD163523
MY COMMISSION EXP. NOV. 16 2006

_____
Notary Public

CHARLENE Maybin-Lane
Printed Name

My commission expires: NOV 16 2006

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Amendment No. 1: Article 5, Articles of Incorporation

5. OFFICERS. The Association will have a President, a Vice-President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create. Two or more offices may be held by the same person, except as may be prohibited by law. Officers will be elected by the Board of Directors ~~for a term of one (1) year,~~ in accordance with the Bylaws, but may be removed with or without cause by the Directors at any time.

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Amendment No. 2: Article 6, Articles of Incorporation

6. DIRECTORS. The affairs of the Association will be managed by a Board of Directors consisting of ~~five (5)~~ seven (7) members~~, initially~~. The number of members constituting the Board of Directors may, from time to time, be increased or decreased by the members, as may be provided in the Bylaws, but will never be less than ~~three (3)~~ five (5).

6.1. TERMS OF OFFICE. Directors ~~will generally serve a term of one (1) year each~~ and shall be elected at the annual meeting of the membership. The term of office shall be as stated in the Bylaws. However, the members of the Board of Directors will serve until their successors are elected and qualify. In the case of a vacancy upon the Board of Directors, whether occasioned by the resignation or removal of a member or the creation of a new directorship, the vacancy will be filled by the person elected by the remaining Board of Directors and the newly appointed member will ~~serve until the next election of Directors~~ fulfill the unexpired term of the Board member which he was appointed to replace.

(Remainder of Article 6 Remains Unchanged)

EXHIBIT "D"

RESTATED BYLAWS
OF
THE HARBORAGE OWNERS' ASSOCIATION, INC.

The following constitute the Bylaws of THE HARBORAGE OWNERS' ASSOCIATION, INC. ('CORPORATION"), a Florida Corporation not for profit organized pursuant to Part 1 of chapter 617 of the Florida Statutes, as the same were adopted by the Board of Directors of the Corporation (hereinafter called the "ASSOCIATION") at the first meeting thereof held on the 23rd day of June, 1986, at 5900 Enterprise Parkway, Fort Myers, Florida 33905, and as amended by that certain Certificate of Amendment recorded at Official Records Book 4304, Page 2057, of the Public Records of Lee County, Florida and by that certain Certificate of Amendment to the Bylaws of The Harborage Owners' Association, Inc., recorded at Instrument No. 2009000053056 of the Public Records of Lee County, Florida. *This Restated Bylaws of The Harborage Owners' Association is intended to integrate and restate the existing Bylaws and all of the amendments thereto into a single instrument to make the complete Bylaws, as amended, easier to read. No amendments to the existing Bylaws are intended by this restatement.*

1. MISCELLANEOUS MATTERS

1.1 NAME AND ADDRESS

This Association shall be known as THE HARBORAGE OWNERS' ASSOCIATION, INC. Initially, the principal business address of the Association shall be 5900 Enterprise Parkway, Fort Myers, Florida 33905. The principal business address of the Association may, however, be changed from time to time, and the Association may have additional business addresses, as may be determined from time to time by the Directors.

1.2 PURPOSE

The purpose for which this Association has been organized is to promote the health, safety and welfare of the owners of lots ("LOT OWNERS"), which may be included in THE HARBORAGE SUBDIVISION ("SUBDIVISION"), according to the Plat thereof, referred to in the Articles of Incorporation ("ARTICLES").

2. MEMBERSHIP

2.1 MEMBERSHIP

All Lot Owners shall be members of the Association as more particularly set forth in the Articles.

2.2 ANNUAL MEETING

The annual meeting of the membership of this Association shall be held at a place and time during January to be designated by the President. One of the purposes of which shall be the election of the Board of Directors for the ensuing calendar year, all of whom shall take office upon election.

2.3 SPECIAL MEETINGS

Special meetings may be held at the call of the President, by request of a majority of the members of the Board of Directors, or by members entitled to cast twenty-five (25%) percent of the votes at a meeting.

2.4 NOTICE

At least ten (10) days written notice of each meeting, whether annual or special, shall be mailed to each and every member of the Association at his last known address.

2.5 ORDER OF BUSINESS

Order of business at annual meeting:

2.5.1 Roll Call;
2.5.2 Reading of Notice of Meeting;
2.5.3 Reading of Minutes of Previous Meeting;
2.5.4 Report of President;
2.5.5 Report of Treasurer;
2.5.6 Report of the Secretary;
2.5.7 Reports of Committees;
2.5.8 Election of Directors;
2.5.9 Transaction of Other Business mentioned in the Notices;
2.5.10 Adjournment.

2.6 QUORUM

A majority of the members (by number of votes) shall constitute a quorum for the transaction of business, but if there shall be less than a quorum present at any meeting, a majority of those present may adjourn the meeting from time to time and place to place.

2.7 VOTING

2.7.1 Every member shall have the right to vote as set forth in the Articles. The right to vote shall be exercisable in person or in proxy.

2.7.2 Any action required by law, these Bylaws, or the Articles to be taken at any annual or special meeting of the members, or any action which may be taken by any annual or special meeting, without prior notice and without a vote, if a consent, in writing, setting forth the action so taken, shall be signed by members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

2.8 TRANSACTION OF BUSINESS WITHOUT A MEETING

Any business which might be transacted by the members at any regular or special meeting may be transacted by the members without the necessity of a formal meeting if consented to in writing by members entitled to cast sufficient votes at the meeting to transact that business, as provided in Paragraph (2.7.2) above.

3. BOARD OF DIRECTORS

3.1 NUMBER AND TERM OF DIRECTORS

The business, property and affairs of this Association shall be managed by a Board of Directors composed of seven (7) persons. Each director shall hold office for the term for which he is elected and until his successor is elected and qualified. The number of Directors may be increased or decreased by the members, from time to time, at the annual meeting, but shall never be less than five (5). The affairs of the Association shall be governed by a Board composed of seven (7) Directors. All Directors shall be owners or the spouse of an owner. All officers of a corporation, trustees and/or beneficiaries of a trust, partners of a partnership, or other such owner shall be deemed to be members so as to be eligible for Board membership. Persons who are convicted felons, who have not had their civil rights restored, are not eligible to serve on the Board. All Directors will be elected for a two (2) year term. It is the intention of these Bylaws that a staggered Directorate be maintained. To implement and maintain a staggered directorate, the Board may hold seats in future elections open for one or two year terms, when necessary or appropriate. In order to provide for a continuity of experience by establishing a system of staggered terms, at the first meeting of the Board after the 2004 annual meeting, the number of Directors to be seated shall be seven (7). The four (4) candidates receiving the highest number of votes at the 2004 Annual Meeting shall be seated for two (2) year terms. The three (3) candidates receiving the next highest number of votes shall be seated for a one (1) year term. In the case of tie votes, or no election due to an insufficient number of candidates, the Directors elected shall decide among themselves who shall serve the longer terms, and absent the ability to do so, shall decide by lot. Thereafter, all Directors shall be elected for two (2) year terms with four (4) Directors being elected in even numbered years (2006. 2008. etc.) and three (3) Directors being elected in odd numbered years (2005. 2007. etc.). In such cases, those receiving the higher number of votes shall be elected to the longer terms and when no election is held. the decision shall be made by agreement of the affected parties, or by lot. The term of each Director's service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is removed in the manner provided in the Articles of Incorporation or Bylaws, or resigns. Resignations of Directors are effective when received by the Association in writing, unless a later date is stated.

3.2 QUALIFICATION

The Board of Directors shall be residents of Lee County, Florida, and either members of the Association or officers, general partners or trustees of an entity member.

3.3 QUORUM

The presence of a majority of all the Directors shall be necessary at any meeting to constitute a quorum to transact business. The act of a majority of Directors present at a meeting when a quorum is present shall be the act of the Board of Directors. Business may be transacted by the members of the Board of Directors without the necessity of a formal meeting, if consented to in writing by the members of the Board of Directors.

3.4 TIME OF MEETING

Annual meeting of the Board of Directors shall be immediately following the annual meeting of the members each year, at such times thereafter as the Board of Directors may fix, and at other times upon the call of the President or by two (2) of the Directors. Notice of each special

meeting shall be given by the Secretary to each Director not less than five (5) days before the meeting, unless each Director shall waive notice thereof before, at or after the meeting.

3.5 VACANCIES

Vacancies on the Board of Directors shall be filled by election by the remaining Directors. Each person so elected to fill a vacancy shall remain a Director until his successor has been elected by a vote of the membership present, who may make such election at their next annual meeting, or at any special meeting duly called for that purpose and held prior thereto.

3.6 POWER AND DUTIES OF THE BOARD OF DIRECTORS

The Board of Directors shall have power:

3.6.1 To call meetings of the members

3.6.2 To appoint, remove at leisure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond, as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever.

3.6.3 To establish, levy and assess, and collect the assessments against lots necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.

3.6.4 To adopt and publish rules and regulations governing the use of the Common Area of any parcels thereof and the personal conduct of the members and their guests thereon, including reasonable admission charges if deemed appropriate.

3.6.5 To authorize and cause the Association to enter into contracts for the day to day operation of the Association and the discharge of, its responsibilities and obligations.

3.6.6 To use its best efforts to obtain, for the Association, such insurance as is prudent, and including but not limited to, insurance (including fidelity bonds) which meets the reasonable requirements of the Federal National Mortgage Association with aspect to mortgage approval in subdivisions similar to THE HARBORAGE SUBDIVISION. The Association shall maintain at least One Million Dollars of public liability insurance.

3.6.7 To exercise for the Association all powers, duties and authority vested in or delegated to the Corporation, except those reserved to members in the Deed of Restrictions for the Subdivision or Articles of Incorporation of the Association.

3.6.8 To cause to be kept a complete record of all its acts and corporate affairs and to make an annual report to the members regarding receipts and expenditures.

3.6.9 To supervise all officers, agents and employees of this Association and to see that all duties are properly performed.

3.6.10 Except as necessary for the day-to-day administration, management and operation of the Association to fulfill its purposes and duties as set forth in the Articles of Incorporation, Bylaws, and Declaration of Covenants of the Association, each as amended from time to time, or in the case of an emergency, as further defined below, the Board of Directors may not authorize any of the following actions without the approval of seventy-five percent (75%) of the members of the Association as evidenced by vote held at a regular or special meeting of the members or by written consent pursuant to Section 2.8 of the Bylaws:

a. Any sale, lease, exchange, release, termination, withdrawal, or other conveyance of all or any portion of real property owned by the Association or any interest in real property held by the Association, including, but not limited to, any easements benefiting the Association;
b. Any mortgage or pledge of, or creation of a security interest in, or conveyance of title to, all or any part of the property or assets of the Association of any description, or any interest therein, for the purpose of securing the payment or performance of any contract, note, bond, or other financial obligation of the Association;
c. Any material alterations or modifications, or substantial additions or withdrawals of Association real or personal property; and
d. Any grant of easement, license or other rights to use any common areas or facilities of the Association to persons other than the members, their guests, and invitees, subject to the provisions of the Declaration of Covenants, the Articles, the Bylaws, and any rules and regulations promulgated by the Association. However, the Board may authorize the modification or relocation of any existing public utilities easements within or on the common areas of the Association or may grant public utilities easements upon common areas of the Association if necessary for the provision of public utilities to the owners or the Association to the extent that such public utilities easements will not unreasonably interfere with the members' use of the common areas for their intended purposes.

For the purposes of this subparagraph 3.6.10, an emergency shall occur when, in the sole discretion of the Board of Directors, there is potential danger of damage to persons or property. In an emergency, the Board of Directors shall be authorized to utilize Association property and assets to pay for preventative, protective or remedial construction, reconstruction, improvements, repairs or replacements, or other measures in order to prevent potential danger of damage to persons and property. Events constituting emergencies include, but shall not be limited to, hurricanes, floods, tornados, fires, catastrophic weather conditions, or acts of terror.

4. ASSESSMENTS

The Board shall:

4.1 Fix the amount of the assessment against each Lot Owner for each assessment period at least thirty (30) days in advance of the date due;
4.2 Prepare a roster of the Lot Owners and assessments applicable thereto which shall be kept in the office of the Association and shall be opened to inspection;
4.3 Send written notice of each assessment to every Lot Owner subject thereto;
4.4 Issue or cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be prima facie evidence of any assessment therein stated to have been paid.

5. REMOVAL OF DIRECTORS, OFFICERS OR EMPLOYEES

Any Directors, officer or employee may be removed by the Board of Directors whenever, in the judgment of the Board, the best interest of the Association will be served thereby, by a majority vote of the Board of Directors. Failure to attend three executive meetings without a valid excuse shall constitute cause for the removal of a Director.

6. DELEGATION OF POWERS

For any reason deemed sufficient by the Board of Directors, the Board may delegate any power or duty of any officer or Director to any other officer or Director, but no officer or Director shall execute, acknowledge, or verify any instrument in more than one capacity.

7. ANNUAL REPORTS

The President and the Treasurer shall present their respective reports of the operation of the Association for the preceding year, at the annual meeting of the Board of Directors and the membership.

8. ACTION WITH MEETING

Any action required by law, these Bylaws, or the Articles of Incorporation of this Association to be taken at any regular or special meeting of the Directors of this Association or any action which may be taken at any regular or Special meeting of the Directors, may be taken without a meeting, without prior notice and without a vote, if a consent, in writing, setting forth the action so taken, shall be signed by the minimum number of Directors that would be necessary to authorize or take such action at a meeting at which all Directors entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those Directors who have not consented in writing. The notice shall fairly summarize the material features of the authorized action taken.

9. OFFICERS

9.1 ELECTION

The Board of Directors shall elect the officers of this Association. They shall consist of the President, Vice-President, Secretary and Treasurer. Each officer shall be elected to hold office for the term that he or she was elected to the Board of Directors and until his or her successor is elected and qualified.

9.2 PRESIDENT

The President shall preside at all meetings of the Board of Directors, make all committee appointments other than Nominating Committee, be a member ex-officio of all committees except Nominating Committee, and perform all other duties usually pertaining to the office of the President.

9.3 VICE-PRESIDENT

The Vice-President shall preside at all meetings of the Board of Directors in the absence of the President, be a member of the Administration and Finance Committee, and perform all such other duties usually pertaining to the office of the Vice-President.

9.4 TREASURER

The Treasurer shall be custodian of all funds and securities of the Association and collect interest thereon, make report at annual meetings and special reports when requested, deposit all moneys of the Association in the name of THE HARBORAGE OWNERS' ASSOCIATION, INC., a

bank or banks selected and designated by the Board of Directors, subject to withdrawal for authorized purposes, upon the joint signatures of two of the officers of the Association, one of whom shall be the Treasurer and the other of whom shall be the President or Vice-President, give bond in such amount as the Board of Directors may require the Association to pay the premium for such bond, and prepare and file reports and returns required by all governmental agencies. The detailed bookkeeping shall be performed by a paid qualified bookkeeper. All securities and other valuable papers shall be placed in a safe deposit box or vault, designated by the Board of Directors, which may be opened upon the joint signatures of two of the officers of the Association, one of whom shall be the Treasurer and the other of whom shall be the President or Vice-President. The Treasurer's accounts and the bookkeeper's records shall be audited annually by a firm of certified public accountants, at the expense of the Association.

9.5 SECRETARY

The Secretary shall record the minutes of the meetings, write up the minutes the day following the meeting; confer with the President for possible omissions, send duplicate copy of minutes to the President, have custody of the seal of the Association, give notices of all meetings required by statutes, bylaws or resolutions, take attendance record at meetings, maintain committee reports, carry on all necessary correspondence of the Association and perform such other duties as may be delegated to him by the Board of Directors.

10. ARCHITECTURAL REVIEW BOARD

The President shall appoint a chairman of the Architectural Review Board at the annual meeting of the Board of Directors held in January of each year. The Board of Directors shall select four (4) additional members for the Architectural Review Board. The Architectural Review Board shall be responsible for the monitoring of the construction, maintenance and landscaping which takes place on the lots and common area included in the Subdivision as more particularly as set forth in the Declaration of Restrictions and Covenants with respect to the Subdivision. The Architectural Review Board shall have the authority to promulgate, from time to time, procedures, guidelines, and substantive rules relating to architectural controls. Three (3) of the five (5) members of the Architectural Review Board shall constitute a quorum. Any action taken by the Architectural Review Board shall require the affirmative vote of three (3) of its members. At least three (3) of the members of the AR Board shall be members of the Association; however, the AR Board shall have one (1) architect and one (1) professional in the field of home construction, and the latter two (2) members need not be members of the Association. The President is authorized to pay the architect and home construction professional a reasonable portion of the fee to be charged to each owner in connection with plan review. The amount of the administrative fee shall be established by the Association, but shall be paid as directed in the AR Board guidelines.

11. COMPENSATION

No compensation shall be paid to Directors for services performed by them for the Association in any capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before the services were rendered.

12. FISCAL YEAR

The fiscal year of the Corporation shall be the calendar year.

13. ACCESS TO DOCUMENTS

The Association shall make available to members and lenders, and to holders, insurers and guarantors of any first mortgage, current copies of the declaration of covenants and restrictions, articles of incorporation, bylaws and rules, and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

14. RULES OF ORDER

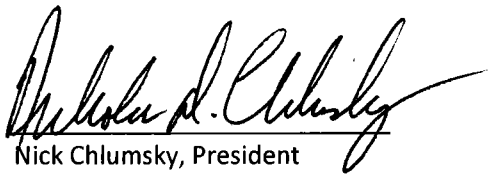
"Robert's Rules of Order" shall be the parliamentary authority for all matters of procedure not specified or covered by these Bylaws.

15. AMENDMENTS

The Board of Directors and the members may later amend, revise, add to, repeal or rescind these Bylaws, or adopt new Bylaws as provided in the Articles. Notice of the proposed alteration, amendment, revision, addition, repeal or rescission of the Bylaws shall have been given at least fifteen (15) days preceding a meeting called for that purpose.

CERTIFICATE

The foregoing were adopted as the Bylaws of THE HARBORAGE OWNERS' ASSOCIATION, INC., a Corporation not for profit under the laws of the State of Florida, on the 23rd day of June 1986, as amended according to that certain Certificate of Amendment recorded at Official Records Book 4304, Page 2057, of the Public Records of Lee County, Florida and that certain Certificate of Amendment to the Bylaws of The Harborage Owners' Association, Inc., recorded at Instrument No. 2009000053056 of the Public Records of Lee County, Florida.



Nick Chlumsky, President

EXHIBIT "E"

Rick Scott
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Cissy Proctor
EXECUTIVE DIRECTOR

October 20, 2017

Henderson Franklin Starnes & Holt, P.A.
Attn: Amanda Barritt
1715 Monroe Street
Fort Myers, FL 33901

Re: The Harborage Owners Association, Inc.; Approval; Determination Number 17105

Dear Ms. Barritt:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for The Harborage Owners Association, Inc., and has determined that the documents, revitalizing the covenants and restrictions comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the revitalization of the homeowners' documents and covenants is approved.

This revitalization will not be considered effective until the requirements delineated in sections 720.407(1)-(3), of the Florida Statutes, have been completed.

Section 720.407(4), Florida Statutes, requires that a complete copy of all the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

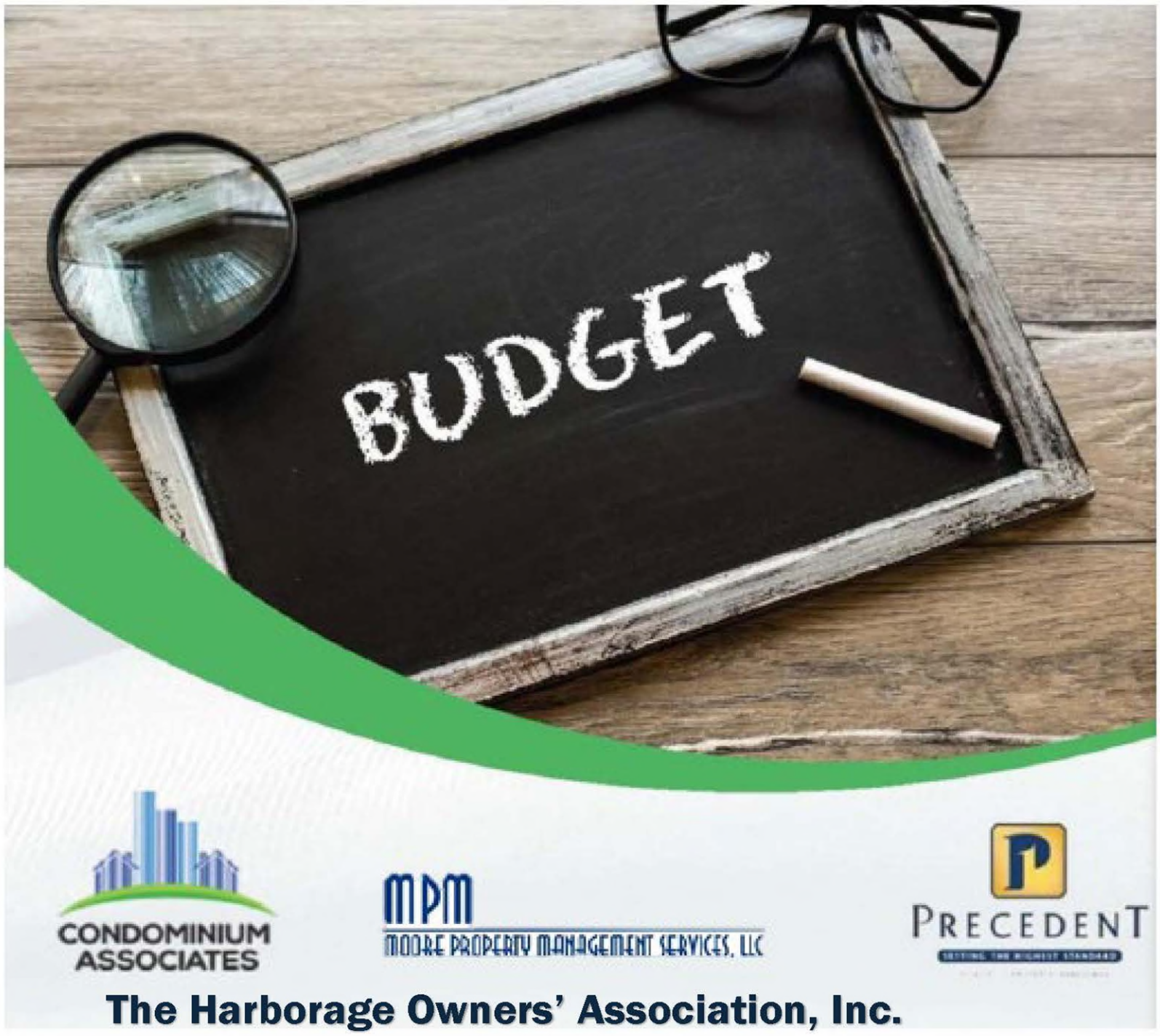
PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, MEDIATION IS NOT AVAILABLE TO SETTLE ADMINISTRATIVE DISPUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

The Harborage Owners' Association, Inc. APPROVED BUDGET for the period of January 1, 2026 thru December 31, 2026



The Harborage Owners' Association, Inc. APPROVED BUDGET for the period of January 1, 2026 thru December 31, 2026				
129	Account	Description	2025 Budget Approved	2026 Budget Proposed
Income Accounts				
REVENUE				
	40-4010-00-00	Assessment Owners Income	$426,120.00	**$411,000.00**
	40-4011-00-00	Lot Maintenance	$5,202.00	**$0.00**
	40-4012-00-00	Reserve Assessments	$88,700.00	**$105,000.00**
	40-4020-00-00	Operating Interest Income	$0.00	**$3,100.00**
	40-4025-00-00	Reserve Interest Income	$0.00	**$5,450.00**
	40-4030-00-00	Late Fee/ Interest Income	$0.00	**$2,500.00**
	40-4047-00-00	Owner Admin Fees	$0.00	**$1,500.00**
	40-4060-00-00	Lease/Sales/ARC App Fees	$0.00	**$1,200.00**
	40-4070-00-00	Miscellaneous Income	$0.00	**$320.00**
	40-4075-00-00	Work Order Income	$0.00	**$50.00**
	41-4120-00-00	Transmitter Income	$0.00	**$180.00**
	41-4140-00-00	Boat Yard Stickers Income	$10,400.00	**$10,000.00**
	41-4145-00-00	ARB Fees	$0.00	**$6,250.00**
Income Accounts Total			**$530,422.00**	**$546,550.00**
Expense Accounts				
ADMINISTRATIVE				
	51-5105-00-00	Accounting - CPA/Tax Prep	$300.00	**$5,000.00**
	51-5125-00-00	Annual Corp. Filing Fees	$62.00	**$86.25**
	51-5140-00-00	Legal & Professional Fees	$10,000.00	**$10,000.00**
	51-5145-00-00	Licenses, Permits & Fees	$180.00	**$180.00**
	51-5155-00-00	Office & Administrative	$4,200.00	**$5,700.00**
	51-5160-00-00	Annual Meeting Expense	$2,000.00	**$2,000.00**
	51-5165-00-00	Website Expense	$240.00	**$360.00**
	51-5170-00-00	Holiday Decorations	$2,500.00	**$2,500.00**
	51-5171-00-00	Social Events	$300.00	**$1,500.00**
	51-5175-00-00	Property Mgmt Contract	$21,038.00	**$33,760.00**
	New GL	Assessment Income Loss	$0.00	**$16,120.00**
UTILITY EXPENSE				
	52-5210-00-00	Electricity	$15,000.00	**$15,000.00**
	52-5230-00-00	Telephone / Internet	$5,000.00	**$3,500.00**
	52-5251-00-00	Water & Sewer	$3,000.00	**$6,000.00**
REPAIRS & MAINTENANCE				
	53-5330-00-00	Common Area Maintenance	$25,000.00	**$40,000.00**

	53-5335-00-00	Gatehouse Maintenance & Repair	$1,000.00	**$15,000.00**
	53-5337-00-00	Community Center Maintenance	$800.00	**$2,750.00**
	53-5340-00-00	Equipment	$1,000.00	**$1,000.00**
	53-5345-00-00	Community Center Rebuild / Other	$199,800.00	**$25,000.00**
	53-5350-00-00	Security/Boat Yard Camera Repair	$1,250.00	**$1,250.00**
POOL EXPENSE				
	54-5400-00-00	Pool contract	$2,700.00	**$6,000.00**
	54-5410-00-00	Pool Repair/ Supplies	$1,000.00	**$5,000.00**
GROUND EXPENSE				
	57-5720-00-00	Landscaping Contract	$52,000.00	**$49,000.00**
	New GL	Miscellaneous Lot Maintenance	$0.00	**$2,500.00**
	57-5721-00-00	Landscape Restoration	$8,000.00	**$60,000.00**
	57-5723-00-00	Tree Trimming	$7,000.00	**$10,000.00**
	57-5724-00-00	Irrigation expense	$10,000.00	**$10,000.00**
	57-5730-00-00	Sand/Beach Renourishment	$6,000.00	**$4,500.00**
	57-5740-00-00	Playground / Tot Lot	$500.00	**$2,000.00**
	57-5745-00-00	Tennis Repair & Maintenance	$500.00	**$1,500.00**
	57-5770-00-00	Trail Maintenance	$20,000.00	**$30,000.00**
	57-5775-00-00	Drainage / Infrastructure Repair	$3,000.00	**$3,000.00**
	57-5780-00-00	Boat Yard	$2,000.00	**$2,300.00**
	57-5785-00-00	Sidewalk Maintenance	$2,000.00	**$6,000.00**
	57-5790-00-00	Lake Waterway Maintenance	$6,600.00	**$6,600.00**
INSURANCE				
	New GL	Contingency Fund	$0.00	**$23,643.75**
	60-6040-00-00	Insurance Expense	$27,752.00	**$29,000.00**
	New GL	Flood Insurance Expense	$0.00	**$3,800.00**
RESERVE FUNDING				
	75-7500-00-00	Reserve Funding Pooled	$88,700.00	**$105,000.00**
	75-7800-00-00	Reserve Intrerest - Contribution	$0.00	
Expense Accounts Total			**$530,422.00**	**$546,550.00**
Operating Accounts Net			**$0.00**	**$0.00**

The Harborage Owners' Association, Inc. APPROVED BUDGET for the period of January 1, 2026 thru December 31, 2026

Proposed Maintenance Fees

Maintenance	$411,000.00
Lot Maintenance	$0.00
Reserves	$105,000.00
	$516,000.00

Description	# Units	% Own by Class	Maintenance 2026 PROPOSED Annual	Lot 2026 PROPOSED Annual	Reserves 2026 PROPOSED Annual	Total 2026 PROPOSED Annual	2025 APPROVED Annual	Quarterly Increase/Decrease	%
0.77520%	129	100.00%	**$3,186.05**	**$0.00**	**$813.95**	**$4,000.00**	$4,000.00	$0.00	0.00%
Totals	**129**	100.00%				**$516,000.00**	**$516,000.00**		

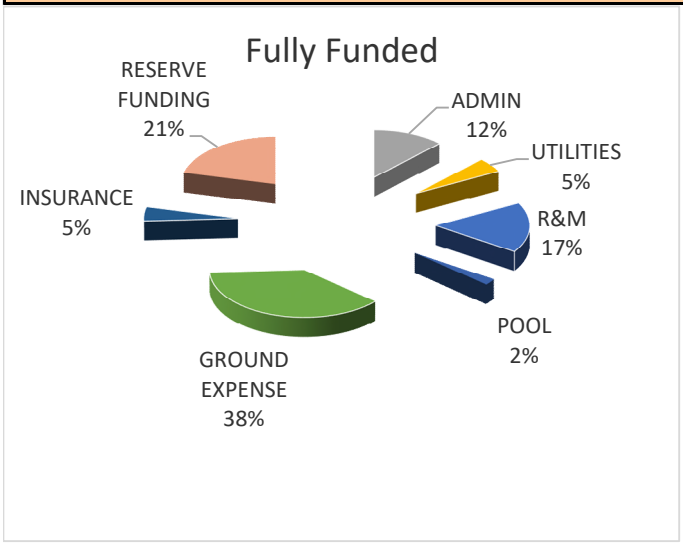
Number of Payments Each Year 1

$194,029.01

MAINTENANCE FEE CALCULATION

				PROPOSED BUDGET	
$9,151.00	2026			2026 Annual Fee	2026 Quarterly Fee
$72,038.00	2025		2025 Approved Quarterly Fee		
Unit A	1	6.25%	$1,123.83	**$571.94**	**$142.99**
Unit B	1	14.66%	$2,641.03	**$1,341.96**	**$335.49**
Unit C	3	19.40%	$3,493.26	**$1,775.00**	**$443.75**
Unit D	1	20.90%	$3,764.86	**$1,913.01**	**$478.25**
		100.00%		**$9,150.98**	

The Harborage Owners' Association, Inc. APPROVED BUDGET for the period of January 1, 2026 thru December 31, 2026



FULLY FUNDED

REVENUE		**546,550.00**
ADMIN	$	61,086.25
UTILITIES	$	24,500.00
R&M	$	85,000.00
POOL	$	11,000.00
GROUND EXPENSE	$	187,400.00
INSURANCE	$	23,643.75
RESERVE FUNDING	$	105,000.00

RESERVE FUNDING PLAN

CASH FLOW ANALYSIS
The Harborage Owners' Association, Inc.
Fort Myers, FL

Individual Reserve Budgets & Cash Flows for the Next 30 Years

		FY2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
Reserves at Beginning of Year	*(Note 1)*	577,000	585,655	645,653	686,605	563,783	663,286	264,893	166,133	146,824	202,248	269,880	365,122	404,394	543,681	581,780	714,452
Recommended Reserve Contributions		0	89,000	92,100	95,300	98,600	102,100	105,700	109,400	113,200	117,200	121,300	125,500	129,900	134,400	139,100	144,000
Additional Reserve Contributions																	
Additional Assessment																	
Total Recommended Reserve Contributions	*(Note 2)*	**0**	**89,000**	**92,100**	**95,300**	**98,600**	**102,100**	**105,700**	**109,400**	**113,200**	**117,200**	**121,300**	**125,500**	**129,900**	**134,400**	**139,100**	**144,000**
Anticipated Interest Rate		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Estimated Interest Earned, During Year	*(Note 3)*	8,655	12,191	13,191	12,380	12,149	9,190	4,268	3,099	3,456	4,675	6,287	7,619	9,387	11,143	12,834	15,548
Anticipated Expenditures, By Year		0	(41,193)	(64,339)	(230,502)	(11,246)	(509,684)	(208,728)	(131,808)	(61,232)	(54,243)	(32,345)	(93,847)	0	(107,444)	(19,263)	(18,060)
Anticipated Reserves at Year End		$585,655	$645,653	$686,605	$563,783	$663,286	$264,893	$166,133	$146,824	$202,248	$269,880	$365,122	$404,394	$543,681	$581,780	$714,452	$855,940

balance at 6/30/25	502,096.12
Funding Jul-Dec	44,350.01
Spending Jul - Dec	
Projected balance 1/1/2026	546,446.13

Single Increase		Phased Increases		Flatline		Decrease		2nd Decrease	
Amount:	$89,000	Increase:		Amount:		Amount:	$120,000	Amount:	
		# Years:		Begin Year:		Year:	2049	Year:	
				End Year:					

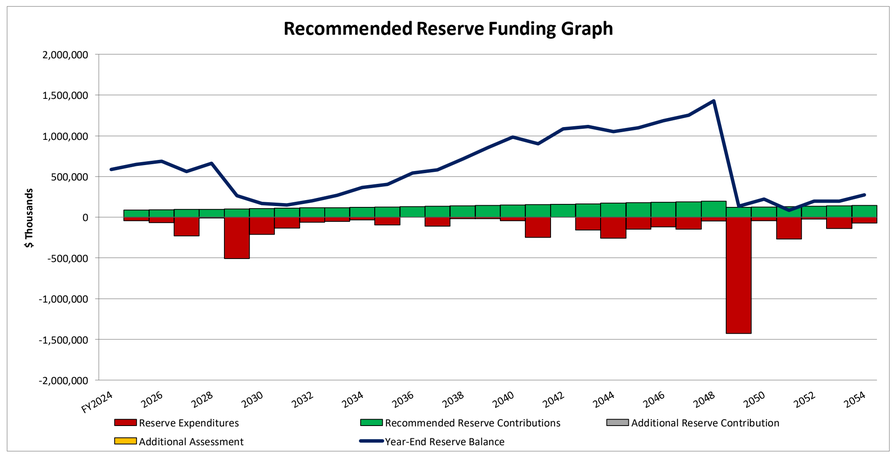
(continued)

Individual Reserve Budgets & Cash Flows for the Next 30 Years, Continued

	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054
Reserves at Beginning of Year	855,940	982,042	904,021	1,083,297	1,112,593	1,048,746	1,098,729	1,185,178	1,251,313	1,428,562	134,893	219,307	83,726	197,237	198,653
Recommended Reserve Contributions	149,000	154,200	159,600	165,200	171,000	177,000	183,200	189,600	196,200	120,000	124,200	128,500	133,000	137,700	142,500
Additional Reserve Contributions															
Additional Assessment															
Total Recommended Reserve Contributions	**149,000**	**154,200**	**159,600**	**165,200**	**171,000**	**177,000**	**183,200**	**189,600**	**196,200**	**120,000**	**124,200**	**128,500**	**133,000**	**137,700**	**142,500**
Anticipated Interest Rate	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Estimated Interest Earned, During Year	18,198	18,674	19,676	21,741	21,399	21,262	22,613	24,124	26,533	15,480	3,507	3,000	2,782	3,920	4,697
Anticipated Expenditures, By Year	(41,095)	(250,896)	0	(157,645)	(256,245)	(148,279)	(119,365)	(147,589)	(45,484)	(1,429,149)	(43,294)	(267,080)	(22,272)	(140,204)	(70,114)
Anticipated Reserves at Year End	$982,042	$904,021	$1,083,297	$1,112,593	$1,048,746	$1,098,729	$1,185,178	$1,251,313	$1,428,562	$134,893	$219,307	$83,726	$197,237	$198,653	$275,736
										(NOTE 5)					*(NOTE 4)*

Explanatory Notes:

1) Year 2024 ending reserves are as of March 30, 2024; FY2024 starts January 1, 2024 and ends December 31, 2024.
2) 2025 is the first year of recommended contributions.
3) **2.0%** is the estimated annual rate of return on invested reserves; 2024 is a partial year of interest earned.
4) Accumulated year 2054 ending reserves consider the age, size, overall condition and complexity of the property.
5) Threshold Funding Year (reserve balance at critical point).



Recommended Reserve Funding Table

Year	Reserve Contributions	Reserve Balances	Year	Reserve Contributions	Reserve Balances	Year	Reserve Contributions	Reserve Balances
2025	89,000	$645,653	2035	125,500	$404,394	2045	177,000	$1,098,729
2026	92,100	$686,605	2036	129,900	$543,681	2046	183,200	$1,185,178
2027	95,300	$563,783	2037	134,400	$581,780	2047	189,600	$1,251,313
2028	98,600	$663,286	2038	139,100	$714,452	2048	196,200	$1,428,562
2029	102,100	$264,893	2039	144,000	$855,940	2049	120,000	$134,893
2030	105,700	$166,133	2040	149,000	$982,042	2050	124,200	$219,307
2031	109,400	$146,824	2041	154,200	$904,021	2051	128,500	$83,726
2032	113,200	$202,248	2042	159,600	$1,083,297	2052	133,000	$197,237
2033	117,200	$269,880	2043	165,200	$1,112,593	2053	137,700	$198,653
2034	121,300	$365,122	2044	171,000	$1,048,746	2054	142,500	$275,736

Funding Plan Settings	
Current Fiscal Year:	2024
First Non-Budgeted Year:	2025
Reserve Balance ($):	$577,000
Reserve Balance Date:	3/30/2024
Reserve Balance Projected:	No
Current Year Contributions ($):	$74,054
Next Year Contributions ($):	$0
Inflation Rate:	3.50%
Remaining Budgeted Periods:	0
Total Budgeted Periods:	1
Round Funding To ($):	$100
% Above Min For Threshold:	10%

RESERVE ADVISORS
Long-term thinking. Everyday commitment.

RESERVE EXPENDITURES

The Harborage Owners' Association, Inc.
Fort Myers, FL

Explanatory Notes:

1) **3.5%** is the estimated Inflation Rate for estimating Future Replacement Costs.
2) FY2024 is Fiscal Year beginning January 1, 2024 and ending December 31, 2024.

Formula < Copy Formula to a blank cell to show an Inflated Cost outside the regular timing intervals defined by columns B through G

Partial Quantity	Frequency of Events	Events Per Phase	Next Full Repl.	Useful Life	Line Item	Total Quantity	Per Phase Quantity	Units	Reserve Component Inventory	Estimated 1st Year of Event	Life Analysis, Years Useful	Life Analysis, Years Remaining	Unit (2023)	Costs, $ Per Phase (2023)	Costs, $ Total (2023)	Percentage of Future Expenditures	RUL = 0 FY2024	3.50% 1 2025	3.50% 2 2026	3.50% 3 2027	3.50% 4 2028	3.50% 5 2029	3.50% 6 2030	3.50% 7 2031	3.50% 8 2032	3.50% 9 2033	3.50% 10 2034	3.50% 11 2035	3.50% 12 2036	3.50% 13 2037
									Property Site Elements																				
100%	1	1	2025	4	4.020	19,900	19,900	Square Yards	Asphalt Pavement, Patch and Seal Coat	2025	3 to 5	1	2.00	39,800	39,800	8.9%		41,193								54,243			62,246
100%	1	1	2029	20	4.040	19,900	19,900	Square Yards	Asphalt Pavement, Mill and Overlay, Streets	2029	15 to 20	5	15.00	298,500	298,500	22.4%						354,524							
100%	1	1	2029	20	4.100	7	7	Each	Catch Basins, Inspections and Capital Repairs	2029	15 to 20	5	850.00	5,950	5,950	0.4%						7,067							
30%	1	2	2029	20	4.110	17,400	2,610	Linear Feet	Concrete Gutters, Partial	2029	to 65	5 to 30+	31.00	80,910	539,400	6.1%						96,096							
30%	1	6	2029	5	4.140	8,700	440	Square Feet	Concrete Sidewalks, Partial	2029	to 65	5 to 30+	12.00	5,280	104,400	1.3%						6,271				7,448			
100%	1	1	2048	25	4.220	440	440	Linear Feet	Fence, Chain Link, Boat Yard and North Side Perimeter	2048	to 25	24	23.00	10,120	10,120	0.5%													
100%	1	1	2031	25	4.230	240	240	Linear Feet	Fence, Chain Link, Playground	2031	to 25	7	15.00	3,600	3,600	0.1%								4,580					
100%	1	1	2038	15	4.310	1	1	Panel	Gate Entry System, Front Entrance	2038	10 to 15	14	5,900.00	5,900	5,900	0.5%													
100%	1	1	2030	10	4.320	1	1	Each	Gate Operator, Sliding, Boat Yard	2030	to 10	6	5,100.00	5,100	5,100	0.6%							6,269						
100%	1	1	2027	10	4.330	4	4	Each	Gates Operators, Lift Arms, Front Entrance	2027	to 10	3	5,100.00	20,400	20,400	2.1%				22,618										31,905
100%	1	1	2028	20	4.410	1	1	Each	Irrigation System, Pump	2028	to 20	4	9,800.00	9,800	9,800	0.7%					11,246								
100%	1	1	2035	40	4.420	16	16	Zones	Irrigation System, Replacement	2035	to 40+	11	3,230.00	51,680	51,680	1.6%											75,451		
100%	1	1	2031	10	4.500	1	1	Allowance	Landscape, Partial Replacements	2031	to 10	7	100,000.00	100,000	100,000	11.9%							127,228						
100%	1	1	2029	20	4.620	5,500	5,500	Square Feet	Pavers, Brick, Front Entrance	2029	15 to 20	5	7.00	38,500	38,500	2.9%						45,726							
100%	1	1	2049	85	4.650	1	1	Allowance	Pipes, Subsurface Utilities, Domestic Water, Sanitary Sewer and Storm Drainage, Laterals, Partial	2049	to 85+	25	30,000.00	30,000	30,000	1.5%														
100%	1	1	2026	20	4.660	1	1	Allowance	Playground Equipment	2026	15 to 20	2	56,000.00	56,000	56,000	3.8%			59,989										
15%	1	1	2032	15	4.710	6,200	930	Linear Feet	Ponds, Erosion Control, Partial	2032	to 15	8 to 30+	50.00	46,500	310,000	3.5%									61,232				
100%	1	1	2027	60	4.715	1	1	Allowance	Ponds, Outflow Pipes, Bypass	2027	to 60	3	187,500.00	187,500	187,500	4.4%				207,885										
100%	1	1	2043	25	4.840	600	600	Linear Feet	Sport Courts, Fence	2043	to 25	19	37.50	22,500	22,500	0.9%													
100%	1	1	2049	25	4.850	14	14	Each	Sport Courts, Light Poles and Fixtures	2049	to 25	25	9,900.00	138,600	138,600	6.9%													
100%	1	1	2030	5	4.855	1,400	1,400	Square Yards	Sport Courts, Tennis, Pickleball and Basketball, Color Coat	2030	4 to 6	6	9.00	12,600	12,600	2.4%							15,489				18,396		
100%	1	1	2043	25	4.860	1,400	1,400	Square Yards	Sport Courts, Tennis, Pickleball and Basketball, Surface Replacement	2043	to 25	19	42.50	59,500	59,500	2.4%													
									Clubhouse and Gate House Elements																						
100%	2	2	2038	15	5.070	2	1	Each	Air Handling and Condensing Units, Split Systems, (2024 is Budgeted Outside of Reserves), Phased	2038	12 to 18	14 to 16	6,000.00	6,000	12,000	0.8%														
100%	1	1	2044	20	5.500	1	1	Allowance	Interior Renovations, Complete	2044	to 20	20	30,000.00	30,000	30,000	1.3%													
100%	1	1	2030	25	5.600	20	20	Squares	Roofs, Metal Coated Tiles (Incl. Sport Court Shade Structures)	2030	to 25	6	2,200.00	44,000	44,000	1.1%							54,087						
50%	7	2	2037	15	5.720	2	1	Allowance	Security Systems (Incl. Marina)	2037	10 to 15	13 to 30+	8,500.00	8,500	17,000	1.1%													13,294
10%	1	1	2039	12	5.800	1	1	Allowance	Walls, Brick, Inspections and Repairs (2024 is Budgeted Outside of Reserves)	2039	8 to 12	15 to 30+	5,500.00	5,500	5,500	0.5%														
									Pool Elements																						
100%	1	1	2049	25	6.200	1,000	1,000	Square Feet	Deck, Pavers	2049	to 25	25	7.00	7,000	7,000	0.4%													
100%	1	1	2034	25	6.400	150	150	Linear Feet	Fence, Aluminum	2034	to 25	10	41.00	6,150	6,150	0.2%										8,675			
100%	1	1	2034	10	6.800	500	500	Square Feet	Pool Finish, Plaster	2034	8 to 12	10	23.00	11,500	11,500	1.0%										16,222			
100%	1	1	2054	20	6.801	100	100	Linear Feet	Pool Finish, Tile	2054	15 to 25	30	82.00	8,200	8,200	0.5%													
100%	1	1	2044	64	6.900	500	500	Square Feet	Structure, Total Replacement	2044	to 65	20	170.00	85,000	85,000	3.6%													
									Marina Elements																						
100%	1	1	2030	30	8.050	5,900	5,900	Square Feet	Boat Ramps, Concrete, Replacement	2030	30 to 35	6	15.00	88,500	88,500	2.3%							108,789						
100%	1	1	2030	15	8.100	100	100	Linear Feet	Bulkhead, Concrete, Inspections and Capital Repairs	2030	10 to 15	6	86.00	8,600	8,600	0.6%							10,572						
100%	1	1	2030	15	8.400	200	200	Square Feet	Docks and Pilings, Wood	2030	to 30	6	55.00	11,000	11,000	0.8%							13,522						
				1		1	1	Allowance	Reserve Study Update with Site Visit	2026	to 2	2	4,350.00	4,350	4,350	0.1%			4,350										
									Anticipated Expenditures, By Year ($4,722,642 over 30 years)								0	41,193	64,339	230,502	11,246	509,684	208,728	131,808	61,232	54,243	32,345	93,847	0	107,444

3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%
14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054
			71,428				81,965								107,933	
											705,429					
											14,061					
											191,210					
	8,846					10,506					12,478					14,820
										23,107						
9,550															16,000	
		8,843										12,474				
									45,005							
										22,377						
			179,468										253,157			
											90,985					
											70,897					
								119,365								
									102,584							
					43,256											
											327,546					
		21,848					25,949					30,819				
					114,389											
9,712		10,404													16,271	
						59,694										
														22,272		
	9,214					16,913							13,924			
											16,543					
																32,278
																23,016
						169,132										
							17,711									
							22,654									
19,263	18,060	41,095	250,896	0	157,645	256,245	148,279	119,365	147,589	45,484	1,429,149	43,294	267,080	22,272	140,204	70,114

Version:	v7.0
Association Name:	The Harborage Owners' Association, Inc.
City:	Fort Myers
State:	Florida
Reference Number:	220514
Length of Study (Years):	30
Number of Units:	130
Number of Buildings:	2
Date of Inspection:	5/1/2024
Current Fiscal Year:	2024
Fiscal Year Beginning:	1/1/2024
First Year of Recommendation:	2025
Remaining Budgeted Intervals:	0
Remaining Budgeted Months of Interest:	9
Beginning Reserve Balance Date:	3/30/2024
Reserve Balance Projected:	No
Near Term Inflation:	3.50%
Last Year of Near Term Inflation:	2065
Remaining Study Inflation:	3.50%
Interest:	2.00%
Frequency of Contributions:	1

RESERVE ADVISORS
Long-term thinking. Everyday commitment.

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Expenditure Sheet Controls:		
Column Range Address	**Column Name**	**Description**
Column C	Frequency of Events	If an event is phased using Column E, the user can control the years in between each phase of the component.
Column E	Events Per Phase	This value can be edited to phase an event. Ex: The user wants to include three phases of an event. The user would change the value in Column E to a value of "3".
Column F	Next Full Replacement	This value can be edited to change the first year occurrence of an event.
Column G	Useful Life	This value can be edited to change how often the event will occur after the initial event. Ex: The user wants to change the frequency of a replacement event from 20 years to 15 years. The user would change the value in Column G to a value of "15".
Column R	Costs $ (Unit)	This value can be edited to update the per unit cost for a component. Ex: The user wants to update the unit cost for a component from $800.00 to $1,200.00. The user would change the value in Column R to a value of "1,200.00".
Column S	Costs, $ (Percentage Ownership)	IF APPLICABLE to your study, this column includes the percentage of ownership that the entity is responsible to pay.
Columns X through BB	Years of Expenditures	To apply an additional inflated expense in any year within these columns, Copy and Paste the Formula from cell Y5 onto the Line Item and in the year you would like to show the inflated cost.

Funding Sheet Controls		
Range Address	**Column Name**	**Description**
Cell L21	Single Increase	A dollar amount entered in this cell will show up in the Funding Plan as a Single Year increase in the first non-budgeted year.
Cells N21 and N22	Phased Increase	A dollar amount (N21) and number of years (N22) entered in these cells will increase Reserve Contributions by the amount specified beginning in the first non-budgeted year and concluding in the number of years entered]
Cells P21, P22 and P23	Stable	A dollar amount (P21), beginning year (P22) and ending year (P23) will stabilize Reserve Contributions over the specified year range
Cells R21 and R22	Decrease	A dollar amount (R21), and a year (R22) will decrease the contributions to the specified amount in the specified year
Cells T21 and T22	2nd Decrease	A dollar amount (T21), and a year (T22) will decrease the contributions to the specified amount in the specified year