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

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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 1852 PG 0834

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

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

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

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 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 "

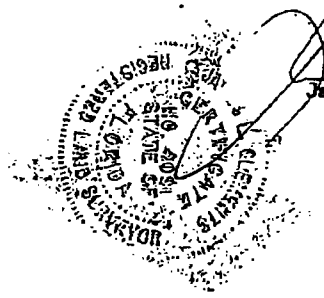
NOVEMBER 19, 1985
JOB # 830163

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.

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



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

REC 1852PG0036

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 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

REC 1852PG0835

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
Harley Heim, President

Date: 4-26-04

(CORPORATE SEAL)

ATTEST: Greg Russo
Greg Russo, Secretary R00029064336C
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

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.

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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

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.