Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2020000159854, Doc Type RES, Pages 5, Recorded 7/15/2020 at 2:32 PM, Deputy Clerk CDEAN ERECORD
Rec Fees: $44.00

Instrument prepared by and after recording return to:
Sean M. Ellis, Esquire
Roetzel & Andress, LPA
2320 First Street, #1000
Fort Myers, Florida 33901
(239) 337-3850

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
McGREGOR WOODS

THE UNDERSIGNED, being the duly-elected and acting President of McGREGOR WOOD HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Association"), does hereby certify that at a duly-noticed Members' meeting held on June 25, 2020, at which a quorum was established, the amendments to the Declaration of Covenants and Restrictions for McGregor Woods (the "Declaration"), set forth on Exhibit "A" attached hereto, were approved by the required vote of the Members. The Amended and Restated Declaration was recorded as Official Records Instr. No. 2008000101023, and subsequently revived by that Certificate of Revived Declaration recorded at Official Instr. No. 2016000199820, each in the Public Records of Lee County, Florida.

IN WITNESS WHEREOF, this Certificate of Amendment has been executed by the President of the Association this 8 day of JULY, 2020.

McGREGOR WOODS HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation

Print Name: DIANE PATERSON

By: _____
Thomas P. Doyle, President

Print Name: MICHELLE RAMIREZ .

STATE OF FLORIDA)
) §:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence OR ☐ online notarization, this 8 day of JULY, 2020 by Thomas P. Doyle, as President of McGREGOR WOODS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said corporation, and who [___] is personally known to me **OR** [X] has produced a Florida driver's license as identification

[NOTARY STAMP/SEAL]

Notary Public
My Commission Expires: 10/29/2021

Michelle Ramirez
State of Florida
My Commission Expires 10/29/2021
Commission No. GG 155533

AMENDMENTS TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR McGREGOR WOODS

Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

Amendment No. 1:

Amendment to Article 6, Architectural Control to Preserve the Beauty, Quality and Value of the Community.

(Sections 6.1 to 6.5 remain unchanged)

6.6 Architectural Criteria.

[Section 6.6, Paragraphs (A) thru (E) remain unchanged]

(F) Swimming pools and swimming pool ~~cages~~ enclosures (cages or fences) must be set back at least twenty-five feet (25') from the lake edge (mean high water line) on all Lots abutting the lake and twenty feet (20') from the rear Lot line of all Lots not abutting the lake. Swimming pools and swimming pool ~~cages~~ enclosures (cages or fences) must be set back at least ten feet (10') from the side boundary line of the Lot. Fences used as pool enclosures on lake front lots must be constructed of 'see through' material such as, but not limited to, wrought iron, aluminum, or vinyl with narrow pickets and require Architectural Review Board (ARB) approval.

[The rest of Section 6.6 remains unchanged.]

****

Amendment No. 2:

Amendment to Section 8.1, Motor Vehicles and Boats.

8.5 Motor Vehicles and Boats; Street Parking Prohibited without prior permission from the Board of Directors. ~~No maintenance or mechanical repairs of vehicles or boats is permitted on the properties outside of garages except in an emergency~~ Minor maintenance or mechanical repairs of vehicles or boats is permitted in garages and in driveways, provided, however that all driveway work must be cleaned up and such boats must be stored in garages prior to sunset. ~~Motorized scooters are prohibited~~ Notwithstanding the foregoing, boats allowed for use on the lake under Section 8.15 may be stored only: (i) against a side or rear wall of the Home as long as the boat(s) is shielded from view from the lake and any street by plant material (e.g. bush(es)), or (ii) in a garage. ~~No~~ Boats not allowed for use on the lake under Section 8.15, ATV's, swamp

buggies, dune buggies, go carts, wave runners, jet skis, motorcycles, mopeds, trailers, ~~motor homes, travel trailers, campers~~, recreational vehicles (motor homes or travel trailers), ~~vehicles with open beds (including "pick up" trucks with or without a "cap")~~ or commercial vehicles ~~shall~~ may not be parked or stored anywhere on the properties outside of garages for more than four (4) hours in any twenty-four (24) hour period unless the vehicle is on the premises to provide services to an owner or the Association. Recreational vehicles (motor homes or travel trailers) can be parked outside of a garage for up to 24 hours to accommodate loading and unloading. As used herein the term "commercial vehicle" means trucks and other vehicles which are used for business purposes including but not limited to vans having no windows behind the driver's side window, and any vehicle regardless of how it is actually used which displays a company name or logo on its exterior, is adorned with signs, flags, advertisements or any type of lettering or graphic of a commercial nature or any vehicle with racks, ladders, staging, or other equipment or attachments of a commercial nature, including supplies used for commercial purposes, on or visible in the vehicle. Additionally, and notwithstanding the foregoing, any vehicle, by whatever name designated, which is used for transporting goods, equipment or paying customers shall be considered a commercial vehicle regardless of any definition found elsewhere to the contrary. Pickup trucks which are not commercial vehicles and are used exclusively for personal use may be parked in a driveway. Modified pickup trucks are prohibited. A "modified pick-up truck" is one which has a lifted or "jacked" chassis, or has oversize tires greater than 35" in diameter. Motorized vehicles or golf carts that are not certified for, or which do not meet state or local requirements for use on public streets, are prohibited. Further, any vehicle, whether commercial or non-commercial, with vehicle body parts such as the hood, door, quarter panel, bumper or bed removed shall be placed in a garage so that it is not readily visible from any adjacent street or Lot. Parking vehicles on the streets is prohibited without permission of the Board of Directors unless the vehicle is present on business to perform services for the Association or Owner and it is necessary for the vehicle to park on the street in order to provide the service. Any vehicle in violation of the foregoing provisions may be towed by the Association at the vehicle Owner's expense.

****

Amendment No. 3:

Amendment to Section 8.10, Landscaping.

8.10 Landscaping. All areas of Lots not covered by structures, walkways or paved parking facilities shall be maintained by the Owner as lawn or landscaped areas to the roadways edge of any abutting streets and to the waterline of any abutting lakes or water management areas. Lot Owners whose Lot is on the Lake must trim the trees and shrubs and other plant materials that are within 10 feet of the lake bank regularly and in such a fashion so as to prevent the view or line of sight of the lake from adjoining Lots from being unreasonably obstructed. As provided in the original Declaration stone, gravel, ~~or~~ paving, shells or mulch may not be used as a substitute for grass in a lawn. Landscaping on lots, including without limitation, the trees, lawns, flowerbeds, walkways and ground elevations, shall be maintained in a well groomed manner. Such grooming shall includ~~ed~~ but not be limited to regularly cutting, trimming, watering, weeding and fertilizing.

Mulched areas must be regularly mulched and kept free of weeds. Dead trees and palms ~~shall~~ must be removed by the Lot owner and replaced with live trees or palms unless an exception is granted by the Architectural Review Board (ARB). Dead palm fronds shall be regularly pruned from trees and removed. Owners of lots abutting the lake(s) shall keep the grass mowed to the edge of the lake and/or shall keep the area trimmed to the waterline of the lake. No artificial grass lawns or flowers are allowed

****

Amendment No. 4:

Amendment to Section 8.12, General Use Restrictions.

8.12 General.

[Paragraphs (A) thru (C) remain unchanged]

(D) Trash, garbage and other waste shall be kept only in sanitary containers which shall be kept in a clean and sanitary condition and screened from view from neighboring homes and the interior roadways except when out for pick-up. Recycle bins, trash bins, and yard waste in bags or bins shall not be put on the curb, for pick-up, prior to 6:00 p.m., the night before the scheduled pick-up and shall be removed from the curb no later than 6:00 p.m., the day of pick-up. Exception to this are (i) Palm fronds and (ii) bulky items that require special large trash pick-up scheduling, may be placed at the curb at other times though every effort should be made to align this to the day of pickup.

(F) No fences or walls shall be permitted on any portion of a non-lake front Lot without ARB approval. No fences or wall shall be permitted on any lake front Lots other than for use as a pool enclosure. Dog runs are not permitted. Invisible fences can only be installed at the side and/or rear of a residence, they are prohibited in front yards.

[Paragraph (G) remains unchanged]

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Amendment No. 5:

Amendment to Section 8.14, Air Conditioning Units.

8.14 Air Conditioning Units. No window or wall air conditioning units shall be permitted on any Lot, except that window or wall air conditioning units may be installed in garages or sheds as long as they are not visible from any street or the lake. Compressors and fans for central air conditioning or heat pump systems which are located outside the exterior of a building shall be adequately screened to prevent their being viewed from any street.

****

Amendment No. 6:

Amendment to Section 8.16, formerly mis-numbered as Section 8.15, Signs.

~~8.15~~ **8.16 Signs.** No commercial signs of any kind are allowed on Lots except one (1) "for rent", "for sale' or ~~similar~~ contractor advertisement sign that is no larger than six (6) square feet may be erected, placed or displayed on or from any Lot or home when the Lot/home is actively being marketed for sale or rent or contractor work is being conducted. Signs related to herbicide/pesticide application are allowed but must be removed 24 hours after application.

Prepared without opinion of title by:
Sean M. Ellis, Esquire
Roetzel & Andress, LPA
2320 First Street #1000
Fort Myers, FL 33901
Phone No. (239) 337-3850

INSTR # 2016000199820, Pages 74
Doc Type RES, Recorded 09/20/2016 at 03:36 PM,
Linda Doggett, Lee County Clerk of Circuit Court
Rec. Fee $630.50
Deputy Clerk PSMITH
#1

CERTIFICATE OF REVIVED DECLARATION OF COVENANTS AND RESTRICTIONS FOR McGREGOR WOODS

The undersigned, being the duly elected and acting President and the duly elected and acting Secretary of **McGREGOR WOODS HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, (hereinafter referred to as the "Association"), hereby certifies this Revived Declaration of Covenants and Restrictions for McGregor Woods on behalf of said entity and in support thereof state as follows:

1. The covenants and restrictions contained in the Declaration of Covenants and Restrictions for McGregor Woods, originally recorded at O. R. Book 1373, Page 112, et. seq., Public Records of Lee County, Florida. Said original Declaration was amended and restated pursuant to the Amended and Restated Declaration of Covenants and Restrictions for McGregor Woods recorded as Official Records Instrument Number 2008000101023, et. seq., Public Records of Lee County, Florida, attached hereto and incorporated herein as Composite Exhibit "A," and which documents are hereinafter collectively defined and referred to as the "Previous Declaration," were extinguished by operation of law.

2. The organizing committee for the revitalization consisting of the following owners:

Barbara Hill, 15830 Gleneagle Court, Fort Myers, FL 33908, 239-208-4211

Donald Wernsing, 12488 Afton Court, Fort Myers, FL 33908, 908-655-8302

Fred Germann, 15872 Silverado Court, Fort Myers, FL 33908, 423-291-9831

Joe Burns, 15811 San Antonio Court, Fort Myers, FL 33908, 239-410-7510

Joe Harper, 12331 Oak Brook Court, Fort Myers, FL 33908, 239-482-5952

Richard Kaye, 12415 McGregor Woods Circle, Fort Myers, FL 33908, H: 239-689-1795

submitted the Previous Declaration, along with the Amended and Restated Articles of Incorporation of McGregor Woods Homeowners Association, Inc. attached hereto as Exhibit "A" to the Previous Declaration, and the Amended and Restated Bylaws of McGregor Woods Homeowners Association, Inc. attached hereto as Exhibit "B" to the Previous Declaration, for

revival pursuant to §720.403, et. seq., Fla. Stat., which documents are hereinafter collectively defined and referred to as the "Revived Declaration."

3. This Revived Declaration governs only those lots that were originally encumbered by the Previous Declaration and does not contain covenants, conditions or restrictions that are more restrictive on the parcel owners than the covenants, conditions, and restrictions contained in the Previous Declaration.

4. The voting interest of each parcel owner under this Revived Declaration is the same as the voting interest of the parcel owner under the Previous Declaration. The proportional assessment obligations of each parcel owner under this Revived Declaration shall be the same as the proportional assessment obligation of the parcel owner under the Previous Declaration.

5. On June 22, 2016, at a special members' meeting to consider this Revived Declaration at which a quorum was present, the requisite majority of parcel owners voted in favor of the revival and approved this Revived Declaration for adoption and recording, subject to the approval of the Florida Department of Economic Opportunity.

6. The Florida Department of Economic Opportunity completed its review of the proposed Revived Declaration and related governing documents in accordance with the requirements of §720.406, Fla. Stat., and has approved the Revived Declaration by letter dated September 9, 2016, which letter is attached hereto and incorporated herein as Exhibit "B."

7. This Revived Declaration shall be applicable to all lots in McGregor Woods shown on Exhibit "C" attached hereto and made a part hereof.

(THIS SECTION IS INTENTIONALLY LEFT BLANK)

(SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the undersigned have executed this instrument on the day and year set forth below.

Witnessed by:

Print Name: Erin Schlake

Robin O'Brien

Print Name: ROBIN O'BRIEN

McGREGOR WOODS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: Barbara Hill

Barbara Hill, President

STATE OF FLORIDA)
) §:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 13 day of September, 2016, by Barbara Hill, as President of McGregor Woods Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of said corporation, who is [X]personally known to me OR [ ] produced a Florida driver's license as identification.

[NOTARY STAMP/SEAL]

ROBIN O'BRIEN
MY COMMISSION # FF 094123
EXPIRES: April 4, 2018
Bonded Thru Notary Public Underwriters

Robin O'Brien

Notary Public, State of Florida

Witnessed by:

Print Name: Erin Schlabe

Robin O'Brien

Print Name: ROBIN O'BRIEN

McGREGOR WOODS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: Fred Germann

Fred Germann, Secretary

STATE OF FLORIDA)
) §:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 13 day of September, 2016, by Fred Germann, as Secretary of McGregor Woods Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of said corporation, who is [X]personally known to me OR [___] produced a Florida driver's license as identification.

[NOTARY STAMP/SEAL]

ROBIN O'BRIEN
MY COMMISSION # FF 094123
EXPIRES: April 4, 2018
Bonded Thru Notary Public Underwriters

Robin O'Brien

Notary Public, State of Florida

EXHIBIT "A"

TO

CERTIFICATE OF REVIVED DECLARATION OF COVENANTS AND RESTRICTIONS FOR McGREGOR WOODS:

Revived Declaration, Articles of Incorporation, and Bylaws

10858149 _1

INSTR # 2008000101023, Doc Type RES, Pages 49, Recorded 04/16/2008 at 02:22 PM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $418.00 Deputy Clerk DMAYS

PREPARED BY:
RICHARD D. DeBOEST II, ESQ.
ATTORNEY AT LAW
2030 MCGREGOR BLVD.
FORT MYERS, FL 33901
Tel: (239) 333-2992

CERTIFICATE OF AMENDMENT OF THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR MCGREGOR WOODS

THE UNDERSIGNED being the President and Secretary of MCGREGOR WOODS HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, do hereby certify that the attached Amendments to the Declaration of Covenants and Restrictions for McGregor Woods originally recorded in O.R. Book 1373, Page 112 et seq. of the Public Records of Lee County, Florida, and the amendments to the Articles of Incorporation and Bylaws of McGregor Woods Homeowners Association, Inc., were duly approved, adopted and enacted by the affirmative vote, as evidenced by instruments signed by not less than 2/3rds of the total voting interests entitled to vote.

Dated this 11th day of March, 2008.

WITNESSES:

MCGREGOR WOODS HOMEOWNERS ASSOCIATION, INC.

(Sign) _____

(Print) JOHN B BASHER

By: _____
Clifford Parker, President

(Sign) _____

(Print) ANN DIVINE

Attest: _____
Ava Bickell, Secretary

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 11th day of March, 2008 by Clifford Parker and Ava Bickell, as President and Secretary, respectively, of MCGREGOR WOODS HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

_____

STATE OF FLORIDA (SEAL)
My Commission Expires:

Kathleen J. Papaleo

KATHLEEN J. PAPALEO
MY COMMISSION # DD 543850
EXPIRES: May 5, 2010
Bonded Thru Budget Notary Services

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

AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR MCGREGOR WOODS

KNOW ALL MEN BY THESE PRESENTS that on August 29th 1979 the original Declaration of Covenants and Restrictions for McGregor Woods Unit I was recorded in Official Record Book 1373, at Page 112 *et seq.*, of the Public Records of Lee County, Florida. That Declaration, as it has previously been amended, is hereby further amended and is restated in its entirety, as amended.

The land subject to this Declaration (hereinafter "McGregor Woods" or the "Property") is legally described in the original Declaration and subsequent amendments thereto. Those descriptions are hereby incorporated by reference. No additional land is being added by this instrument and no land is being removed by this instrument. The covenants, conditions and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners. The acquisition of title to a lot or any other ownership interest in the Property, or the lease, occupancy or use of any portion of a lot or the Property, constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

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

1.1 "Assessments" means a share of the funds required for the payment of common expenses and individual expenses which from time to time are assessed by the Association against an owner as Regular, Special and Individual Assessments.

1.2 "Articles" and "Bylaws" as used herein, means the Articles of Incorporation and the Bylaws of McGregor Woods Homeowner's Association, Inc., as amended from time to time. A copy of the Amended and Restated Articles of Incorporation and Bylaws are attached hereto as Exhibit "A" and "B" respectively.

1.3 "Association" means McGregor Woods Homeowner's Association, Inc., a Florida corporation not for profit, which is responsible for the maintenance and operation of the Common

Areas and amenities at McGregor Woods.

1.4 **"Board"** means the Board of Directors responsible for the administration of McGregor Woods Homeowner's Association, Inc.

1.5 **"Common Areas"** means all real property including any improvements and fixtures thereon, owned, leased or the use of which has been granted or dedicated to the Association for the common use and enjoyment of its members. The Common Areas owned by the Association include all land described above and subject to this Declaration save and except for the individual lots. The Common Areas include but are not limited to the storm water management and drainage features and all areas designated as Common Area on the Plats of McGregor Woods recorded in Plat Book 32, Page 146-148, Plat Book 33, Page 127-128, Plat Book 33, Page 129-130, Plat Book 34, Page 9-10, Plat Book 34, Page 50-51, and Plat Book 36, Page 130-131, et seq., public record of Lee County, Florida.

1.6 **"Common Expenses"** means the expenses incurred by the Association in the course of performing its duties under the governing documents and the law. Common expenses of the Association include the costs of operating the Association, the costs of administration, maintenance, operation, repair and replacement of the Common Areas, other expenses declared by the governing documents to be common expenses, and any other valid expenses or debts of the common property as a whole of the Association which are assessed against the lot owners.

1.7 **"Common Surplus"** means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues over the common expenses.

1.8 **"Declaration"** means this Amended and Restated Declaration of Covenants and Restrictions for McGregor Woods as amended from time to time.

1.9" **"Family" or "Single Family"** shall refer to any one of the following:

(A) One natural person.

(B) Two or more natural persons who commonly reside together as a single housekeeping unit, each of whom is related by blood, marriage or adoption to each of the others.

(C) Two or more natural persons meeting the requirements of (B) above, except that there is among them one person who is not related to some or all of the others.

1.10 **"Governing Documents"** means and includes this Declaration, the Articles and Bylaws, and all recorded exhibits thereto, as amended from time to time.

1.11 "**Guest**" means any person who is not the owner or a lessee of a home or a member of the owner's or lessee's family, who is physically present in, or occupies a home on a temporary basis at the invitation of the owner or other legally permitted occupant, without the payment of consideration.

1.12 "**Home**" means a residential dwelling unit intended for residential use which is constructed on the property.

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

1.14 "**Lease**" means the grant by a residential owner of a temporary right of use of the owner's home for valuable consideration.

1.15 "**Lot**" **or** "**Parcel**" means the one hundred and sixty one (161) lots or parcels of land located within the real property legally described in the original Declaration, as amended and as found on the Plats of McGregor Woods recorded in Plat Book 32, Page 146-148 (Unit I), Plat Book 33, Page 127-128 (Unit II), Plat Book 33, Page 129-130 (Unit III), Plat Book 34, Page 9-10 (Unit IV), Plat Book 34, Page 50-51 (Unit V) and Plat Book 36, Page 130-131, (Unit VI), et seq. public record of Lee County, Florida. Those descriptions are hereby incorporated by reference. No additional land is being added by this instrument and no land is being removed by this instrument. All of said land has been subdivided for residential use with fee simple title to each lot having been conveyed to an owner for use as a residential homesite. No lot shall include the Common Areas. No lot may be subdivided or joined together without the consent of the Association. The lots may be depicted and numbered on sketches or surveys as recorded in the Public Records of Lee County, Florida.

1.16 "**Members**" means and refers to those persons who are entitled to membership in the Association as provided in its Articles of Incorporation and Bylaws.

1.18 "**Occupy**" when used in connection with a home, means the act of staying overnight in a home. "**Occupant**" is a person who occupies a home.

1.20 "**Owner**" **or** "**Parcel Owner**" means the record owner of legal title to a lot.

1.21 "**Primary Occupant**" means the natural person approved for occupancy of a home when title to the lot is held in the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person. When used in reference to a home owned in one of the forms listed above, the term "primary occupant" shall be synonymous with the term "owner".

1.22 "**Properties**" **or** "**Community**" means all the real property that is subject to this Declaration.

1.23 "**Structure**" means that which is built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires a more or less permanent location on the ground. The term shall be construed as if followed by the words "or part thereof". The term includes, without limitation swimming pools, fences, flagpoles, antennas, playground equipment, and storage sheds.

1.24 "**Voting Interests**" means the voting rights distributed to the Association members pursuant to the Bylaws.

1.25 "**Water Management System**" means and refers to constructed surface water and/or underground systems and facilities for the drainage and/or storage of surface water throughout McGregor Woods, including lakes thereon.

2. **ASSOCIATION.**

2.1 **Membership**. Every owner of a lot shall be a member of the Association, and by acceptance of a deed or other instrument evidencing his ownership interest, each owner accepts his membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration, the Articles and Bylaws, and the rules and regulations of the Association, as amended from time to time.

2.2 **Voting Rights**. Voting rights are set forth in the Bylaws of the Association.

2.3 **Articles of Incorporation.** A copy of the Amended and Restated Articles of Incorporation of the Association is attached to this Declaration as Exhibit "A".

2.4 **Bylaws.** A copy of the Amended and Restated Bylaws of the Association is attached to this Declaration as Exhibit "B".

2.5 **Delegation of Management.** The Association may contract for the management and maintenance of those portions of the Property it is required to maintain, and may authorize a licensed

management agent to assist the Association in carrying out its powers and duties by performing functions which may include but are not limited to the submission of proposals, collection of assessments, keeping of records, enforcement of rules and maintenance, repair and replacement of the Common Areas with funds made available by the Association for such purposes.

2.6 Acts of the Association. Unless the approval or affirmative vote of the lot owners is specifically made necessary by some provision of the law or the governing documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the lot owners. The officers and Directors of the Association have a fiduciary relationship to the lot owners. A lot owner does not have the authority to act for or bind the Association by reason of being a lot owner.

2.7 Powers and Duties. The powers and duties of the Association include those set forth in Chapters 617 and 720, Florida Statutes, and in the governing documents. The Association may contract, sue or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Common Areas. The Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory, easement or use interests in lands or facilities for the use and enjoyment of the owners.

2.8 Official Records. The Association shall maintain its official records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member seeking copies.

2.9 Purchase of Lots. The Association has the power to purchase lots in McGregor Woods in connection with the foreclosure of an Association lien for assessments, charges or any other foreclosure of an interest that affects the Association's lien and to hold, lease, mortgage, encumber or convey them with such power to be exercised by the Board of Directors without prior approval of the members.

2.10 Interests in Real Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as otherwise provided in Section 2.9 above, the power to acquire, encumber or convey ownership interests in real property shall be exercised by the Board of Directors only after approval by at least a majority of the total voting interests of the Association.

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

2.12 Roster. The Association shall maintain a current roster of names and mailing addresses (including electronic mail addresses) of lot owners, based upon information supplied by the lot owners. Lot owners are responsible for notifying the Association of any change in their addresses. All such notices shall be in writing. A copy of the roster shall be made available to any member upon request.

3. ASSESSMENTS. The provision of this section shall govern assessments payable by all owners of lots, for the common expenses of the Association not directly attributable to one of the lots.

3.1 Covenant to Pay Assessments. Each owner of a lot by the act of becoming an owner covenants and agrees, and each subsequent owner of any lot (including any purchaser at a judicial sale), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

(A) The lot owner's share of annual assessments based on the annual budget adopted by the the Board of Directors of the Association;

(B) The lot owner's pro rata share of special assessments for capital improvements or other Association expenditures not provided for by annual assessments;

(C) Any charges properly levied against individual lot owner(s) without participation from other owners.

Assessments and charges shall be established and collected as provided herein and elsewhere in the governing documents. The owner of each lot, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the owner. Multiple owners are jointly and severally liable. Except as provided in Section 3.11 below, whenever title to a lot is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments and charges against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee. No owner may waive or otherwise escape liability for the assessments and charges provided for herein by waiver or non-use of the Common Areas, by abandonment, or otherwise. Except as provided elsewhere in the governing documents as to Institutional Mortgagees, no owner may be excused from the payment of assessments unless all owners are similarly excused. Assessments and other funds collected by or on behalf of the Association become the property of the Association. No lot owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his lot. No owner can withdraw or receive distribution of his prior payments to the common surplus or Association reserves, except as otherwise provided herein or by law.

3.2 Purposes of Assessments. The assessments levied by the Association shall be used for the

purposes of promoting the general welfare of the lot owners and residents of McGregor Woods to operate, maintain, repair, improve, construct, and preserve (on a non-profit basis) the Common Areas owned by the Association for the benefit of its members, their guests, tenants and invitees; and to perform all other duties and responsibilities of the Association as provided in the governing documents. Common expenses also include the funds necessary to provide reserve accounts for:

(A) renovation or major repairs to the Common Areas; and

(B) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss.

3.3 **Share of Assessments, Regular, Special and Individual.** The owners of each lot shall be liable for a one one hundred and sixty one (1/161) share of the regular annual and special assessments levied by the Association for common expenses of the Association. Any expense or charge of the Association attributable to or on behalf of an individual owner pursuant to the governing documents, shall be an Individual Assessment and shall become a lien against such owner's lot which may be foreclosed or otherwise collected as provided herein.

3.4 Intentionally Left Blank.

3.5 **Lien.** The Association has a lien on each lot for unpaid past due Association assessments fines, and charges, together with interest, late payment penalties and reasonable attorney fees incurred by the Association in enforcing this lien. The lien is perfected by recording a Claim of Lien in the public records of the county, which Claim of Lien shall state the description of the property encumbered thereby, the name of the record owner, the amounts then due and the dates when due. The Claim of Lien must be signed and acknowledged by an officer or agent of the Association. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The Claim of Lien shall secure all unpaid assessments, fines (if allowed by law) and charges, interests, late fees, costs and attorney fees which are due and which may accrue or come due after the recording of the Claim of Lien and before the entry of a final judgment of foreclosure. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

3.6 **Foreclosure of Lien.** The Association may bring an action in its name to foreclose its lien for unpaid assessments or charges by the procedures and in the same manner as is provided in Section 720 of the Florida Statutes, as amended from time to time, for the foreclosure for unpaid assessments. All unpaid assessments and charges also constitute a personal obligation of the owners and the Association may, in addition to any other remedy herein provided, bring an action at law against any owner liable for unpaid charges or assessments. If final judgment is obtained, such judgment shall include interest on the assessments as above provided and reasonable attorney fees to be fixed by the Court, together with the costs of the action, and the Association shall be entitled to recover reasonable attorney fees in connection with any appeal of such action.

3.7 **Priority of Liens.** The Association's lien for unpaid charges or assessments shall be subordinate and inferior to any recorded institutional first mortgage, unless the Association's Claim of Lien was recorded before the mortgage, but as to all other liens, mortgages or encumbrances, shall relate back to the date this Declaration is recorded in the public records and therefore is superior to, and takes priority over, any other mortgage, liens or encumbrances, regardless of when recorded. Any lease of a lot shall be subordinate and inferior to the lien of the Association, regardless of when the lease was executed.

3.8 **Application of Payments; Failure to Pay; Interest.** Assessments, charges and installments thereon paid on or before fifteen (15) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law (currently 18% per year), calculated from the date due until paid. In addition to interest the Association may also charge an administrative late payment fee in an amount not to exceed the maximum amount allowed by law (currently $25.00 or 5% of the delinquent installment whichever amount is greater). Assessments, charges and installments thereon shall become due, and the lot owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, late payment fees, court costs and attorney fees, and then to delinquent charges or assessments. The Association may refuse to accept a partial payment which bears a restrictive endorsement and such will be the equivalent of no payment. No payment by check is deemed received until the check has cleared.

3.9 **Acceleration.** If any special assessment or installment of a regular assessment as to a lot becomes more than thirty (30) days past due, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Lot's assessments for that fiscal year. The Association's Claim of Lien, whether or not one has been recorded, shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent owner a notice of the exercise, which notice shall be sent by certified or registered mail to the owner's last known address, and shall be deemed given upon mailing of the notice, postpaid.

3.10 **Certificate as to Assessment; Estoppel and Mortgagee Questionnaire Fee.** Within fifteen (15) days after request by a lot owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the lot owner with respect to the lot have been paid. Any person other than the lot owner or mortgagee to whom the letter is directed who relies upon such certificate shall not be protected thereby. The Association may charge a reasonable fee not exceeding the maximum amount allowed by law plus attorneys fees to prepare and issue an estoppel letter and answer a mortgagee questionnaire. The Association is not obligated to answer mortgagee questionnaires and may choose to do so at its discretion.

3.11 Mortgage Foreclosure. Unless otherwise provided by law, if the mortgagee of a first mortgage or an institutional mortgage of record acquires title to a lot as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, such acquirer or title shall not be liable for the share of common expenses or assessments attributable to the lot, or to the former owner of the lot, which came due prior to the mortgagee's acquisition of title. Any unpaid share of common expenses for which such acquirer is exempt from liability becomes a common expense collectible from all owners, including such acquirer and his successors and assigns. Except as provided above, whenever title to a Lot is transferred for any reason (including at a foreclosure sale or other judicial sale or transfer), the new owner is jointly and severally liable with the previous owner for all assessments which came due prior to the transfer and remain unpaid without prejudice to any right the new owner may have to recover from the previous owner any amounts paid by the new owner. No owner or acquirer of title to a lot by foreclosure, or by a deed in lieu of foreclosure or any other type of transfer, may be excused from the payment of any assessments coming due during the period of his or her ownership.

4. EASEMENTS.

4.1 Appurtenant Easements. Subject to the restrictions found elsewhere in this Section 4, the owner of each lot, their guests, lessees and invitees, shall have as an appurtenance to their lot a perpetual nonexclusive easement for ingress and egress over, across and through the Common Areas, for the use and enjoyment of all recreational facilities, such use and enjoyment to be shared in common with the other owners of lots, their guests, lessees and invitees, subject to the provisions of this Declaration.

4.2 Utility Easements. A perpetual easement shall exist upon, over, under and across McGregor Woods for the purpose of maintaining, installing, repairing, altering and operating sewer lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, valves, gates, pipelines, cable television, telephone lines, and all machinery and apparatus appurtenant thereto as may be necessary for the installation and maintenance of utilities servicing all owners of lots and/or servicing the Common Areas, all such easements to be of a size, width and location so as to minimize and not unreasonably interfere with the use of any improvements which are now, or will be, located upon said property. The Association, through its Board of Directors, has the authority to grant additional such easements, and to modify, move or vacate such existing easements as may be necessary to efficiently and effectively provide utility and other services to the lots common elements and Common Areas.

4.3 Subordination. Notwithstanding any of the foregoing to the contrary, it is understood that these covenants and restrictions are subordinate, and will be subordinate without the necessity of any other instrument, to any existing easement or easements to any public or quasi-public utility for the

installation and maintenance of service lines in the Common Areas.

4.4 Extent of Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(A) the right of the Association, in accordance with its Bylaws, to borrow money for the purpose of improving and/or maintaining the Common Areas and providing the services herein, and, to aid thereof, to mortgage said properties;

(B) the right of the Association to impose rules and regulations governing the use of the Common Areas and Association property as further provided in Section 7 of the Bylaws; and

(C) the right of the Association to a non-exclusive easement over, across and through each lot as necessary to meet the Association's maintenance responsibilities.

4.5 Any owner of a Lot in the properties which lot contains a structure which encroaches upon another lot or, the Common Areas shall have a valid easement for the encroachment and maintenance of same, as long as it stands and exists.

4.6 Easements for McGregor Woods Unit III and Unit IV Only. As provided in that certain Declaration for the Addition of Additional Lands to McGregor Woods recorded in O.R. Book 1464, Page 1623, public Records of Lee County, Florida, for McGregor Woods, Unit III and Unit IV only, there shall exist an easement for repairs, replacement or maintenance of the improvements abutting a Lot line, for all owners of Lots whose home is abutting the Lot line. The easement exists across the adjoining Lot, to either construction of any residential improvement thereon or six (6') feet, whichever is lesser, shall enable the adjoining owner to repair, maintain or replace from time to time as may reasonably be necessary that part of his home abutting the Lot line. The easement runs parallel to the Lot line on which the home is situated. The easement is an affirmative easement appurtenant to the adjoining Lot on which a home abuts the zero Lot line. By accepting a deed of conveyance to any Lot in Unit III or Unit IV, an owner shall be conclusively presumed to have created an easement by implication or by covenant and agreement for the benefit of the adjoining Lot or Lots as the case may be. The owner of each Lot subject to an easement shall not interfere with the used and enjoyment of the easement by the dominate tenant. Nothing herein contained shall prevent an owner for maintaining patios, fences or other improvements on said property, however, in no event may said improvements restrict the adjoining property owners access for the purposes of this paragraph.

5. MAINTENANCE.

5.1 Association Maintenance. The Association shall, in addition to other maintenance obligations contained elsewhere herein, have the maintenance, repair and replacement responsibility

for all Common Area property located within McGregor Woods including the landscaping, and electrical fixtures serving the Common Areas.

5.2 Lot Owner Maintenance. The individual Lot owners shall, in addition to other obligations contained elsewhere herein, have the maintenance, repair and replacement responsibility of the following:

(A) The home, structure and all structural components, including entry doors, garage doors, and roof components, windows, sliding glass doors, screens, screen doors and their hardware, frameworks, and locks serving the home. The driveways, roofs and exterior of the structures shall be cleaned on a regular basis as determined by the Board of Directors to remove and discourage mold growth.

(B) The complete interior of the home including all interior walls, floors, ceilings, partitions, cabinets, plumbing and all other interior components.

(C) Interior and exterior electrical lines and hookups, all air conditioning components, appliances, TV cables and connections, telephone, pool, spa and other similar lines and connections and sewer pipes systems serving the individual lot.

(D) All drain courses, sprinkler systems, irrigation lines and other portions of same located on the individual lots.

(E) Any modifications, alteration, installation or addition to the lot or Common Areas made by the lot owner or his predecessors in title with Board approval including but not limited to, any decks or concrete pads. The lot owner shall be responsible for insurance, maintenance, repair and replacement of such modifications, installations or additions and the cost of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace or protect other parts of the properties for which the Association is responsible.

(F) All landscaping on the Lot in accordance with Section 8.10 below.

5.3 Enforcement of Maintenance. If the owner of a lot fails to maintain his lot as required as required by the this Declaration, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation, including but not limited to entering the lot, with or without consent of the lot owner. Such entry shall not constitute trespass. The Association may repair, replace or maintain any item which constitutes a hazard to other property or residents, prevents the Association from fulfilling its maintenance responsibilities, or which has a materially adverse effect on the appearance of the Properties. Any expenses so incurred by the Association shall be billed directly to the owner of the

lot to which such services are provided, and shall be an individual assessment charged against the lot, secured by a lien against the lot as provided in Section 3 above.

5.4 **Negligence; Damage Caused by Condition in Lot**. Each lot owner shall be liable for the expenses of any maintenance, repair or replacement of Common Areas, other lots, or personal property made necessary by his act or negligence or by that of any member of his family or his guests, employees, agents, or lessees.

6. ARCHITECTURAL CONTROL TO PRESERVE THE BEAUTY, QUALITY AND VALUE OF THE COMMUNITY.

6.1 **Improvements Requiring Approval**. No building, structure, enclosure, fence or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way alters the exterior appearance of any structure or Lot, or portion of Common Area, be made, unless and until the plans, specifications and location of same shall have been submitted to, and approved in writing by the Architectural Review Board (hereinafter "ARB"). All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography. The ARB shall have up to sixty (60) days after delivery of all required information, plans and materials to approve or deny any such plan, and if not denied within such period, said plans shall be deemed approved unless within the same period the Board of Directors denies the plan in which case regardless of any action or inaction by the ARB the plan shall be deemed denied. All approved modifications or improvements shall be completed within one hundred eighty (180) days from the date of approval. If it appears that completion will not occur within 180 days, a request for an extension must be submitted to the ARB stating the reason for the delay and providing the estimated date of completion. The ARB may but is not obligated to grant an extension. All changes, alterations or modifications to an approved plan must also be approved pursuant according to theses same requirements.

6.2 **The ARB.** The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the ARB), which shall consist of at least three (3) persons, who shall be members of the Association. All members of the ARB shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. The Board of Directors can appoint all or some of the Directors to the ARB. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors. The members of the ARB shall receive no compensation for services other than reimbursement for actual expenses approved in advance by the Board of Directors incurred by them in the performance of their duties hereunder. The ARB shall, with the prior approval of the Board of Directors, have the power to engage the services of professionals for compensation for purposes of aiding the ARB in carrying out its functions.

Notwithstanding anything to the contrary contained herein or elsewhere all decisions of the ARB are subject to review by the Board of Directors and the Board of Directors has the authority to overrule, void or otherwise modify in all respects any decision of the ARB.

6.3 **Powers and Duties.** The ARB shall have the following powers and duties:

(A) To recommend, from time to time, to the Board of Directors of the Association the creation or modification and/or amendments to the Architectural Planning Criteria. Any Architectural Planning Criteria or modifications or amendments thereto shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present. Notice of the adoption, modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such adoption, change or modification, shall be delivered to each member of the Association. However, receipt of notice of a Board meeting concerning the Architectural Planning Criteria or a copy of any adoption of or modification or amendment to the Architectural Planning Criteria shall not affect the validity of such change or modification.

(B) To require submission to the ARB of one (1) complete set of all plans and specifications for any improvement, structure of any kind or any other work which in any way alters the exterior appearance of any structure, Lot or Common Area, including without limitation, any building, fence, wall, generator system, well, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building or yard or garden ornament, mailbox or other improvement, the construction or placement of which is proposed upon the Properties. The ARB may also require submission of samples of building materials proposed for use on or as part of any home, and may require such additional information as may reasonably be necessary to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

(C) To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, generator system, wall, screen enclosure, drain or disposal system, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon the Properties, and which is visible from the outside of any home. Evidence of approval by the ARB may be made by a certificate, in recordable form, executed by the Chairman of the ARB, but in any event must be in writing from the ARB/Board or management company. Any party aggrieved by a decision of the ARB or Board of Directors shall have the right to make written request to the Board of Directors of the Association within thirty (30) days of the decision, for a re-review thereof. The determination of the Board upon re-reviewing any such decision shall in all events be dispositive.

(D) To adopt a procedure for inspecting approved changes during and after construction to insure conformity with approved plans. If it is determined by the ARB that the improvement or work is not in compliance with the approved plans and specifications then upon written demand from the ARB the work shall be suspended until such time as the ARB authorizes the work to be recommenced.

(E) Notwithstanding anything to the contrary contained herein if an owner is delinquent in the payment of assessments, fines or other charges or has failed to correct a violation of these covenants or the rules of the Association for which they have been given notice the approval of the ARB may be denied or withheld pending payment of the assessments, fines or other charges or correction of the violation.

6.4 Variances. The ARB may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental which must be signed by at least two (2) members of the ARB. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

6.5 Nonliability of ARB Members. Neither the ARB nor any member thereof, now its duly authorized ARB representative, shall be liable to the Association or any Owner or any other person or entity for any loss, damage, or injury arising out of or in any way connected with the performance or nonperformance of the ARB's duties hereunder, unless due to the willful misconduct or bad faith of a member, and only that member shall be liable therefore. The ARB shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration, or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Development. The ARB shall take into consideration the aesthetic aspects of the architectural designs, placement or buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

6.6 Architectural Criteria. The following are architectural criteria that shall be complied with by Owners. The ARB is authorized to adopt, publish and enforce more architectural criteria in addition to the following:

(A) Roof materials must be approved by the ARB prior to installation.

(B) Solar collectors and hurricane shutters must be approved in advance by the ARB.

(C) Trees and palms greater than four (4) inches in diameter shall not be destroyed or removed from a lot without the prior written approval of the ARB.

(D) All Lots are required to have an exterior light that operates on a photo electric cell. The illumination must be adequate to light the area between the house structure and the roadway.

(E) The highest point of the roof line of the house structure, including the garage, shall not exceed forty feet (40') above mean sea level.

(F) Swimming pools and swimming pool cages must be set back at least twenty-five feet (25') from the lake edge (mean high water line) on all Lots abutting the lake and twenty feet (20') from the rear Lot line of all Lots not abutting the lake. Swimming pools and swimming pool cages must be set back at least ten feet (10') from the side boundary line of the Lot.

(G) Exterior colors. The ARB shall adopt and publish to the community the list of approved exterior colors.

7. ROADS. * Reserved for Future Use*****

8. USE RESTRICTIONS. The following rules and standards apply to McGregor Woods and shall be enforced by the Association pursuant to Section 13 hereof.

8.1 Home. Each home shall be occupied by only one family at any time. Each home shall be used as a home and for no other purpose. No business or commercial activity shall be conducted in or from any home including but not limited to visitation of the home by clients, customers, suppliers or other business invitees, or door-to-door solicitation of residents. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library in his home, from keeping his personal, business or professional records in his home, from handling his personal, business or professional telephone calls or written correspondence in and from his home, or conducting a "no impact" home based business in and from his home. Such uses are expressly declared customarily incident to residential use. Examples of businesses which are prohibited and are considered "impact" businesses are businesses or commercial activity or ventures that create customer traffic to and from the home, create noise audible from outside the home, or generate fumes or odors noticeable outside the home, including but not limited to, a home day care, beauty salon/barber, and animal breeding. This provision is intended to be and shall be retroactive to and effective from the date of recording of the original Declaration, however any persons in violation of

this amended provision on the date it is recorded in the Public Record shall be given a grace period of up to ninety (90) days to comply before enforcement action shall be commenced. In order to avoid undue hardship the Board of Directors may, in its sole discretion, extend the grace period once for up to an additional ninety (90) days.

8.2 Minors. All occupants under eighteen (18) years of age shall be supervised by an adult to insure that they do not become a source of unreasonable annoyance to other residents.

8.3 Pets. No more than a reasonable number of normal domesticated household type (such as cats or dogs) are permitted. Exotic or exotic hybrid dogs and cats (i.e. wolf/dog mix or African/domestic cat mix breeds) are prohibited. Pets must be carried under the owner's arm or leashed at all times when outside the owner's property. As required by Lee County Code the owner of a pet is responsible for the removal of any excreta deposited by the animal on any Common Areas or any other Lot owner's property and shall immediately clean up the pet's waste. Pets that enter upon another owner's Lot without permission may be deemed to have committed trespass. The ability to keep pets is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet that becomes in the sole and exclusive discretion of the Board a source of unreasonable annoyance or a risk to the health, safety and welfare of other residents. No reptiles, monkeys, rodents, amphibians, poultry, swine, rabbits, ferrets or livestock may be kept on the properties. All animals kept in the home must be for personal family enjoyment as pets, no commercial breeding or boarding of animals of any type is allowed. Any Owner or other resident who keeps or maintains any pet shall, in exchange for and in consideration of the privilege to keep the pet, does hereby indemnify and hold the Association and other Owners free and harmless from any loss, claim or liability of any kind or character of whatever nature arising from or related to the keeping or maintaining of such pet.

8.4 Nuisances. No owner shall use his home, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another home, or which would not be consistent with the maintenance of the highest standards for a first class residential community nor permit the premises to be used in a disorderly or unlawful way. The use of each home shall be consistent with existing laws and the governing documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. No solicitation will be allowed at any time within the community.

8.5 Motor Vehicles and Boats; Street Parking Prohibited. No maintenance or mechanical repairs of vehicles or boats is permitted on the properties outside of garages except in an emergency. Motorized scooters are prohibited. No boats, ATV's, swamp buggies, dune buggies, go carts, wave runners, jet skis, motorcycles, mopeds, trailers, motor homes, travel trailers, campers, recreational vehicles, vehicles with open beds (including "pick up" trucks with or without a "cap") or commercial vehicles shall be parked or stored anywhere on the properties outside of garages for more than four (4) hours in any twenty-four (24) hour period unless the vehicle is on the premises to provide

services to an owner or the Association. As used herein the term "commercial vehicle" means trucks and other vehicles which are used for business purposes including but not limited to vans having no windows behind the driver's side window, and any vehicle regardless of how it is actually used which displays a company name or logo on its exterior, is adorned with signs, flags, advertisements or any type of lettering or graphic of a commercial nature or any vehicle with racks, ladders, staging, or other equipment or attachments of a commercial nature, including supplies used for commercial purposes, on or visible in the vehicle. Additionally, and notwithstanding the foregoing, any vehicle, by whatever name designated, which is used for transporting goods, equipment or paying customers shall be considered a commercial vehicle regardless of any definition found elsewhere to the contrary. Further, any vehicle, whether commercial or non-commercial, with vehicle body parts such as the hood, door, quarter panel, bumper or bed removed shall be placed in a garage so that it is not readily visible from any adjacent street or Lot. Parking vehicles on the streets is prohibited without permission of the Board of Directors unless the vehicle is present on business to perform services for the Association or Owner and it is necessary for the vehicle to park on the street in order to provide the service. Any vehicle in violation of the foregoing provisions may be towed by the Association at the vehicle Owner's expense.

8.6 Pools, Spa and Play Area. No above-ground pools shall be erected, constructed or installed on any Lot. The rules for the common area pool, spa and play area are as follows:

(A) No lifeguard is on duty at the pool. Swim at your own risk.

(B) Children under the age of fourteen (14) must be supervised by an adult at the pool, spa and play area.

(C) No glass or food containers are allowed at the pool, spa or play area.

(D) Swimmers must shower before entering the pool.

(E) Radios and devices that play music may only be used with earphones in the pool, spa and play area.

(F) Proper bathing attire must be worn. No cutoff jeans are allowed.

(G) No diving, jumping, running, or horseplay is allowed in the pool or spa areas at anytime.

(H) Pool bathing load is 14 persons. The spa bathing load is 8 persons.

(I) Pool and Spa hours are 6:00 A.M to 9:00 P.M. daily or as otherwise determined by the Board. The play area hours are 8:00 A.M. to 9:00 P.M. daily or as otherwise determined

by the Board.

(J) No animals are allowed in the pool, spa or play area.

8.7 Playground and Basketball Equipment. Fixed games and play structures shall be located at the rear of the dwelling, unless otherwise approved by the ARB. Basketball backboards must be located not less than twenty (20') feet from the road curb. Any platform, playhouse, or other structure must be located at the rear of the dwelling. All of the above structures must be approved by the ARB in advance of placement or construction.

8.8 Window Coverings. Reflective window coverings are prohibited.

8.10 Landscaping. All areas of Lots not covered by structures, walkways or paved parking facilities shall be maintained by the Owner as lawn or landscaped areas to the roadways edge of any abutting streets and to the waterline of any abutting lakes or water management areas. Lot Owners whose Lot is on the Lake must trim the trees and shrubs that are within 10 feet of the lake bank regularly and in such a fashion so as to prevent the view or line of sight of the lake from adjoining Lots from being unreasonably obstructed. As provided in the original Declaration stone, gravel or paving may not be used as a substitute for grass in a lawn. Landscaping on lots, including without limitation, the trees, lawns, flowerbeds, walkways and ground elevations, shall be maintained in a well groomed manner. Such grooming shall included but not be limited to regularly cutting, trimming, watering, weeding and fertilizing. Mulched areas must be regularly mulched and kept free of weeds. Dead trees and palms shall be removed by the Lot owner and replaced with live trees or palms. Dead palm fronds shall be regularly pruned from trees and removed. Owners of lots abutting the lake(s) shall keep the grass mowed to the edge of the lake and shall keep the area trimmed to the waterline of the lake. No artificial grass lawns or flowers are allowed.

8.11 Garage Doors. Garage doors shall be kept closed at all times except when a vehicle is entering or exiting the garage or when the garage is being actively used or cleaned.

8.12 General.

(A) No towels, garments, rugs, etc., may be hung from windows, railings or other parts of the homes, No clotheslines or drying yards shall be located so as to be visible from neighboring homes or from the interior roadways within McGregor Woods.

(B) No weeds, underbrush (other than indigenous growth), or other unsightly growths shall be permitted to grow or remain upon any part of the premises and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon.

(C) No obnoxious or offensive activity shall be carried on within McGregor Woods or upon any part, portion or tract thereof, nor shall anything be done which may be or become a source of unreasonable nuisance or annoyance to the Community or its residents. The period between 10:00 P.M. and 7:00 A.M. everyday is designated as "quiet time". During "quiet time" an Owner or his family, tenants or guests shall not make any noise that may be heard outside of a dwelling unit and which may disturb other residents.

(D) Trash, garbage and other waste shall be kept only in sanitary containers which shall be kept in a clean and sanitary condition and screened from view from neighboring homes and the interior roadways except when out for pick-up. Recycle bins, trash and yard waste shall not be put on the curb, for pick-up, prior to 6:00 p.m., the night before the scheduled pick-up and shall be removed from the curb no later than 6:00 p.m., the day of pick-up.

(E) No antenna of any kind shall be placed or erected upon any lot or affixed in any manner to the exterior of any building other than a satellite antenna less than one meter in diameter, an aerial designed to receive over-the-air television broadcast, an antenna designed to receive multichannel, multi point distribution service or a lightening rod which may be installed only at a location on a lot approved by the ARB. In approving the installation and location of any antenna the ARB shall comply with all applicable laws, whether state or Federal.

(F) No fences or walls shall be permitted on any portion of a non-lake front Lot without ARB approval. No fences or wall shall be permitted on any lake front Lots. Dog runs are not permitted.

(G) No above ground storage tanks, including but not limited to those used for storage of water, fuel, oil, gas are permitted on a lot except as approved by the ARB.

(H) All windows, porches, balconies and the exterior of the buildings on a lot shall be maintained in a neat, clean and orderly manner at all times.

(I) Lawn and garden equipment and materials are to be stored in areas that cannot be viewed by persons on other Lots.

8.13 **Driveways**. All dwellings shall have driveways made of a hard surface. No shell or loose rock driveways are permitted. All changes to driveways must be approved by the ARB in advance and in writing. Any top coating, seal coating, coloring or other driveway sealants must be approved by the ARB prior to application.

8.14 **Air Conditioning Units**. No window or wall air conditioning units shall be permitted on any Lot. Compressors and fans for central air conditioning or heat pump systems which are located outside the exterior of a building shall be adequately screened to prevent their being viewed from any

street.

8.15 **Lakes.** In connection with the use of any lake, the following restrictions shall apply:

(A) No gas or fuel powered boats shall be permitted on any lake with the exception a boats authorized or used by the Board for maintenance of the lake. Boats powered by electricity are allowed on the Lake. Use of motors greater than 3 HP are prohibited.

(B) No bottles, trash, cans, grass clippings or other landscape material, or garbage of any kind shall be placed in the lake.

(C) No activity shall be permitted on any lake which may become an annoyance or nuisance to the adjacent property and the owners thereof, or which is not allowed by the South Florida Water Management District or any other applicable governmental agency. The Board's determination whether an activity constitutes an annoyance or nuisance shall be final.

(D) No person or entity, except the Board, shall have the right to pump or otherwise remove any water from any lake for irrigation or other use.

(E) Only owners, and lessees, and guests of owners or lessees with written permission signed by the owner or lessee, shall be permitted to fish in the lakes but only in areas so designated by the Board.

(F) Withdrawal of water from the lake(s) by an Owner for irrigation purposes is prohibited.

(G) The Board shall be entitled to establish, amend, and modify Rules and Regulations governing the use of the lakes as the Board deems necessary and convenient.

8.15 **Signs.** No commercial signs of any kind are allowed on Lots except one (1) "for rent", "for sale" or similar sign that is no larger than six (6) square feet may be erected, placed or displayed on or from any Lot or home when the Lot/home is actively being marketed for sale or rent.

9. **INSURANCE.** In order to adequately protect the Association and its members, insurance shall be carried and kept in force at all times in accordance with the following provisions:

9.1 **Association; Required Coverage.** The Association shall maintain adequate property insurance covering all the Common Areas and all Association property. The Association shall also provide adequate general liability insurance. The amounts of coverage shall be determined annually by the Board of Directors. A detailed summary of the coverage included in the master policies, and

copies of the master policies, shall be available for inspection by lot owners or their authorized representatives upon request. The insurance carried by the Association shall afford at least the following provisions:

(A) Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

(B) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the lot owners as a group to a lot owner.

(C) Automobile. Automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles when used for Association business, in such limits of protection and with such coverage as may be determined by the Board of Directors.

(D) Compensation. The Association shall maintain Workers' compensation insurance if required by law.

9.2 Duty to Insure. Each lot owner is responsible for insuring the real and personal property within his own lot and home. Each owner must recognize that he bears financial responsibility for any damage to his property or liability to others that would otherwise be covered by such insurance liability including all risk, flood, liability, etc.

9.3 Duty to Reconstruct. If any home or other improvements located on any Lot and home are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the owner of such improvements shall cause repair or replacement to be commenced within ninety (90) days from the date that such damage or destruction occurred, and to complete the repair or replacement within nine (9) months thereafter. If it appears that reconstruction or repair will not be completed within 9 months, a request for an extension must be submitted to the ARB stating the reason for the delay, providing written evidence of a good faith attempt to commence reconstruction, and providing the estimated date of completion. The ARB may but is not obligated to grant an extension. All such repairs or replacements must restore the improvements to substantially their original character, design and condition, shall utilize and conform with the original foundation and appearance of the original improvements except as otherwise approved by the Board of Directors.

9.4 Failure to Reconstruct. If the owner of any home fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for in Section 9.3 above, the Association shall give written notice to the owner of his default. If after thirty (30) days the owner has not made satisfactory arrangements to meet his obligations, the Association shall be deemed to have been granted the right by the owner, as such

owner's attorney-in-fact, to commence and/or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements. If the Association exercises the rights afforded to it by this section, which shall be in the sole discretion of the Board of Directors, the owner of the home shall be deemed to have assigned to the Association any right he may have to insurance proceeds that may be available because of the damage or destruction of the improvement. The Association shall have the right to recover from the owner any costs not paid by insurance, and shall have a lien on the lot and home to secure payment.

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

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

(A) Common Areas. Proceeds on account of damage to Common Areas shall be held in as many undivided shares as there are lots, the shares of each owner being the same as his share in the Common Areas.

(B) Mortgagee. If a mortgagee endorsement has been issued as to a home, the shares of the mortgagee and the owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against lot or lots, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

9.10 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the owners in the following manner: The proceeds shall be paid to defray the costs of reconstruction or repair by the Association. Any proceeds remaining after defraying cost shall be distributed to the beneficial owners, remittances to home owners and their mortgagees being paid jointly to them.

9.11 Association as Agent. The Association is hereby irrevocably appointed as agent for each lot owner to adjust all claims arising under insurance policies purchased by the Association for damage

or loss to the homes, lots or Common Areas.

9.12 Damage to Common Areas. Where loss or damage occurs to the Common Areas or Association property, it shall be mandatory for the Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

(A) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction.

(B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the Common Areas, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all lot owners for the deficiency. Such special assessments need not be approved by the lot owners. The special assessment shall be added to the funds available for repair and restoration of the property.

10. OWNERSHIP OF LOTS.

10.1 Forms of Ownership:

(A) A lot may be owned by one natural person.

(B) Co-ownership of lots is permitted. If the co-owners are other than husband and wife, the Board shall be entitled to require the owners to designate one (1) natural person as "primary occupant". The use of the lot and home by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant must be approved in advance by the Board of Directors. No more than one such change will be approved in any twelve (12) month period.

(C) Ownership by Corporations, Partnerships or Trusts. A lot may be owned in trust, or by a corporation, partnership or other entity which is not a natural person. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the lot and home may be used as short-term transient accommodations for several individuals or families. A trustee, or corporation, partnership or other entity as a lot owner shall be required to designate one (1) natural person to be the "primary occupant". The use of the lot by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant must be approved in advance by the Board of Directors. No more than one such change will be approved in any twelve (12) month period.

(D) Designation of Primary Occupant. Within thirty (30) days after the effective date of this provision, each owner of a lot which is owned in the forms of ownership stated in preceding

subsections (B) and (C) shall designate a primary occupant in writing to the Association. If any lot owner fails to do so, the Board of Directors may make the initial designation for the owner, and shall notify the owner in writing of its action.

(E) Life Estate. A lot may be subject to a life estate, either by operation of law or by a voluntary conveyance. In that event, the life tenant shall be the only association member from such home, and occupancy of the home shall be as if the life tenant was the only owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the lot. Any consent or approval required of members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights and shall be subject to subsection (B), above and delivered to the transferee of the lot. If the Board neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

11. LEASING OF HOMES. The Owner of a Home shall have the right to lease such Home subject to the terms of the governing documents and subject to the following conditions and the terms of the McGregor Woods rules and regulations:

11.1 All leases shall be in writing and a Home shall not be leased more than one (1) time in any fiscal year. The minimum lease term shall be thirty (30) consecutive days. The maximum lease term shall be one (1) year.

11.2 The lease shall be specifically subject to the McGregor Woods governing documents and any failure of the tenant to comply with the governing documents shall be a default under the lease.

11.3 The owner shall be liable for any violation of the governing documents committed by such owner's tenant, or the tenants family, guests or invitees without prejudice to such owner's right to collect any sums paid from the tenant.

11.4 To prevent overtaxing the facilities, a home owner whose home is leased may not use any recreation or parking facilities during the lease term, except as the guest of another home owner.

11.5 All of the provisions of the governing documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a home as a lessee or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the governing documents, designating the Association as the owner's agent with the authority to terminate any lease agreement

and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written and whether specifically expressed in such agreement or not. If such action is necessary the Association is entitled to collect its reasonable attorney fees from the lessee and the owner jointly and severally. All owners shall at least twenty (20) days before allowing a lessee to take occupancy of their home provide notice of leasing and the name of the lessee and his or her family members occupying the home to the Association and such other information the Association may reasonably require. The Board of Directors may adopt forms and procedures to be utilized in obtaining the information and may require the lessee to acknowledge in writing the governing documents and agree to abide by the restrictions contained therein. The Association may charge a lease processing fee of up to $100.00 for each lease.

12. WATER MANAGEMENT SYSTEM AREA RESTRICTIONS AND EASEMENTS

12.1 Improvements. No improvements, planting or other material (other than landscape material) of any kind shall be constructed, erected or installed, unless constructed, erected or installed by an Owner, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water, in any portion of a Surface Water Management System reserved for, or intended to be reserved for, drainage ways, sluice-ways or for the accumulation of run-off waters, as reflected in any plat or instrument of record, without the specific written permission of the McGregor Woods Homeowner's Association and all other entities with oversight authority over the water management system.

12.2 Ingress and Egress. An Owner shall in no way deny or prevent ingress and egress by McGregor Woods Homeowner's Association or any other entity with oversight authority to any Surface Water Management System for maintenance or landscape purposes. The right of ingress and egress, and easements therefore, are hereby granted in favor of the McGregor Woods Homeowners' Association, and all appropriate governmental or quasi-governmental agencies that may reasonably require such ingress and egress, and easements therefore, are hereby specifically reserved and created.

12.3 Modification; Use or Discharge of Water. No Lot shall be increased in size from its current state by the filling in of any water retention or Surface Water Management System on which it abuts. Owners shall not fill, dike, rip-rap, bulkhead, fence, seawall, block, divert or change the established water retention and Surface Water Management Systems that have been or may be created by easement. No Owner may draw water for irrigation or other purposes from any lake, pond or other Surface Water Management System nor is any swimming in such areas allowed. No Owner may discharge or cause to be discharged any water or other liquid into any lake, pond or other Surface Water Management System.

12.4 Responsibility. Unless lawfully the responsibility of some other entity all Surface Water Management Systems within the Property will be the ultimate responsibility of the McGregor Woods

Homeowner's Association. The McGregor Woods Homeowner's Association may enter any Lot or Common Area and make whatever improvements or repairs are deemed necessary to restore proper water management. The costs shall be an expense of McGregor Woods Homeowner's Association. In addition thereto, any Owner or other beneficiary of the Water Management System shall have the right to institute litigation against the McGregor Woods Homeowners' Association to ensure that the Water management System, and easements therefore, are properly and continuously maintained.

12.5 NEITHER THE ASSOCIATION NOR ANY OF ITS OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY LAKE, POND, CANAL, CREEK, STREAM, RIVER OR OTHER WATER BODY WITHIN THE PROPERTIES, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, AND ALL PERSONS USING SAME DO SO AT THEIR OWN RISK.

ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTIES LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY ADVISED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY HABITUATE OR ENTER INTO WATER BODIES WITH OR NEARBY THE PROPERTIES AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

12.6 Construction. Nothing in this Section shall be construed to allow construction of any new water management facility or alteration of Surface Water Management Systems without first obtaining the necessary permits from all governmental regulatory agencies having jurisdiction.

13. AMENDMENTS; TERMINATION.

13.1 Duration. The conditions of this Declaration shall run with the land and shall inure to the

benefit of and be enforceable by the Association or the owner of any real property subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a period of thirty (30) years from the date the original Declaration was recorded. Thereafter, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, and subject to existing laws and ordinances, that there shall be no renewal or extension of this Declaration if prior to one (1) year in advance of an effective date of a proposed termination, at least two-thirds (2/3rds) of all owners of lots affirmatively vote, in person or by proxy, at a duly held meeting of members of the Association in favor of terminating this Declaration. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, to be given at least ninety (90) days in advance of said meeting. If the Association votes to terminate this Declaration, the President and Secretary shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Lee County, Florida at least one (1) year prior to the effective date of termination, and may be relied upon for the correctness of the facts contained therein as they relate to termination of this Declaration.

13.2 Amendments by Members. Except as otherwise provided herein or by law, this Declaration may be amended at anytime by the affirmative vote of at least two-thirds (2/3rds) of the voting interests present and voting, in person or by proxy, at a duly called meeting of the members of the Association. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records where the Declaration is recorded, and shall be executed by the President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Lee County, Florida.

14. ENFORCEMENT; GENERAL PROVISIONS.

14.1 Enforcement. Enforcement of these covenant, conditions and restrictions may be by a proceeding at law or in equity and may be instituted by the Association, its successors or assigns, or by any owner, against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against any lot to enforce any lien created by these covenants. Failure of the Association or any owner to enforce any covenants, condition or restriction herein contained for any period of time shall not be deemed a

waiver or estoppel of the right to enforce same thereafter.

14.2 Owner and Member Compliance. The protective covenants, conditions, restrictions and other provisions of the governing documents and the rules promulgated by the Association shall apply to members and all persons to whom a member has delegated his right of use in and to the Common Areas, as well as to any other person occupying any home under lease from the owner or by permission or invitation of the owner or his tenants (express or implied), and their licensees, invitees or guests. Failure of any owner to notify any person of the existence of the rules, or the covenants, conditions, restrictions, and other provisions of the governing documents shall not in any way act to limit or divest the Association of the power to enforce these provisions. Each lot owner shall be responsible for any and all violations by his tenants, licensees, invitees or guests and by the guests, licensees and invitees of his tenants, at any time.

14.3 Litigation. Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of law, or of the governing documents or Association rules, may be brought by any owner, or the Association against:

(A) the Association;

(B) the lot owner;

(C) anyone who occupies or is a tenant or guest of a lot; or

(D) any officer or Director of the Association who willfully and knowingly fails to comply with these provisions.

14.4 Attorney Fees. In any legal proceeding arising out of an alleged failure of a guest, tenant, residential lot owner, officer, Director or the Association to comply with the requirements of the law, or the governing documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorney fees as may be awarded by the court.

14.5 No Election of Remedies. All rights, remedies and privileges granted to the Association or owners under the law and the governing documents shall be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising any other rights, remedies, or privileges that may be available.

14.6 Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed to the last known address of the owner appearing in the records of the Association, or to the address of the member's home. Notice to one of two or more co-owners of a lot shall constitute notice to all co-owners. It shall be the obligation of every member to immediately

notify the Secretary of the Association in writing of any change of address.

14.7 Severability. Should any covenant, condition or restriction herein contained, or any section, subsection, sentence, clause, phrase or term of this Declaration or its recorded exhibits be declared to be void, invalid, illegal, or unenforceable, for any reason, by any court having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect. Nothing contained in this Amended and Restated Declaration is intended to affect vested rights. If any provision contained herein is deemed by a competent court of law to have such affect, then such provision will be deemed null and void but have no affect on the remaining provisions herein.

14.8 Interpretation; disputes. The Board of Directors is responsible for interpreting the provisions of this Declaration, its exhibits and rules promulgated by the Board. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel retained by the Board that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation. In the event there is any dispute as to whether the use of the Property complies with the covenants and restrictions contained in this Declaration, its exhibits or the rules promulgated by the Board the matter shall be referred to the Board and the determination of the Board with respect to such dispute shall be dispositive on the issue and binding on all parties.

14.9 Non-Profit Status. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity inconsistent with its non-profit status under applicable state or federal law.

14.10 Use of Singular and Plural and Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

14.11 Headings. The headings used in the governing documents are for reference purposes only, and do not constitute substantive matter to be considered in construing the terms and provisions of these documents.

14.12 DISCLAIMER OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES AND REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING, BINDING ON OR ADMINISTERED BY THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT

OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OR ANY SUCH PERSONS, WITHOUT LIMITING THE FOREGOING:

IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF;

THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, LEE COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES.

ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO THE HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON ANY PORTION OF THE PROPERTIES SHALL BE BOUND BY THESE DISCLAIMERS AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECT WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED HEREIN.

AS USED HEREIN "ASSOCIATION" SHALL INCLUDE WITH ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE ARTICLES OF INCORPORATION. FOR PRESENT TEXT SEE EXISTING ARTICLES OF INCORPORATION.

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

MCGREGOR WOODS HOMEOWNERS ASSOCIATION, INC.

Pursuant to Section 617.1007, Florida Statutes, these Articles of Incorporation of McGregor Woods Homeowners Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on November 6, 1979, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 671.1002, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments, adopted pursuant to Section 617.1002, Florida Statutes, and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of McGregor Woods Homeowners Association, Inc., shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation is McGregor Woods Homeowners Association, Inc., sometimes hereinafter referred to as the "Association".

ARTICLE II

PRINCIPAL OFFICE: The principal office of the corporation is presently at the offices of Alliant Property Management, LLC. 6700 Winkler Rd. #2, Ft. Myers, FL 33919. The Board of Directors may change the location of the principal office from time to time without amending this Article.

ARTICLE III

PURPOSE AND POWERS: This Association will not permit pecuniary gain or profit nor distribution of its income to its members, officers or Directors. It is a nonprofit corporation formed for the purpose of establishing a corporate residential community homeowners' association which, subject to a Declaration of Covenants and Restrictions of McGregor Woods Unit I originally recorded in the Public Records of Lee County, Florida, at O.R. Book 1373 at Page 112 et seq., and as amended, has the powers described herein. The Association shall have all of the common law and statutory powers of a Florida corporation not for profit consistent

with these Articles, the Bylaws of the corporation, and with said Declaration and shall have all of the powers and authority reasonably necessary or appropriate for the operation and regulation of a residential community, subject to said recorded Declaration, as it may from time to time be amended, including but not limited to the power:

(A) to fix, levy, collect and enforce payment by any lawful means all charges, assessments, or liens pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all license fees, taxes or governmental charges levied or imposed against the property or the corporation;

(B) to make, amend and enforce reasonable rules and regulations governing the use of the Common Areas and the operation of the Association;

(C) to sue and be sued, and to enforce the provisions of the Declaration, the Articles, the Bylaws and the reasonable rules of the Association;

(D) to contract for the management and maintenance of the Common Areas and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association;

(E) to employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the properties;

(F) to dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless first approved at a duly called meeting of the members of the Association, by the affirmative vote, in person or by proxy, of at least a majority (50%+1) of the total voting interests in the Association;

(G) to borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred if first approved, at a duly called meeting of the members of the Association, by the affirmative vote, in person or by proxy, of at least a majority (50%+1) of the total voting interests in the Association.

(H) to maintain, repair, replace and provide insurance for the Common Areas;

(I) to acquire, (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the corporation; and

(J) to exercise any and all powers, rights and privileges which a corporation organized under Chapters 617 and 720 of Florida Statutes may now or hereafter have or exercise; subject always to the Declaration as amended from time to time.

All funds and the title to all property acquired by the Association shall be held in trust for the benefit of the members in accordance with the provisions of the Declaration, these Articles of Incorporation and the Bylaws.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS: Membership and Voting Rights shall be as set forth in the Bylaws of the Association.

ARTICLE V

TERM; DISSOLUTION: The term of the Association shall be perpetual. The Association may be dissolved with the consent given in writing and signed by not less than two-thirds (2/3rds) of the total voting interests of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, its assets, both real and personal, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed amend assigned to any non-profit corporation, association, trust or other organization which is devoted to purposes similar to those of this Association.

ARTICLE VI

BYLAWS: The Bylaws of the Association may be altered, amended or rescinded in the manner provided therein.

ARTICLE VII

AMENDMENTS: Amendments to these Articles shall be proposed and adopted in the following manner:

(A) Proposal. Amendments to these Articles shall be proposed by a majority of the Board or upon petition of one-fourth (1/4th) of the voting interests, and shall be submitted to a vote of the members not later than the next annual meeting.

(B) Vote Required: Except as otherwise required by Florida law or as provided elsewhere in these Articles, these Articles of Incorporation may be amended if the proposed amendment is approved, at a duly called meeting of the members of the Association, by the affirmative vote, in person or by proxy, of at least two-thirds (2/3rds) of the voting interests in the Association, who are present and voting, in person or by proxy at a meeting.

(C) Effective Date: An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Lee County, Florida with the same formalities as are required in the Declaration for recording amendments to the Declaration.

ARTICLE VIII

DIRECTORS AND OFFICERS:

(A) The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws. Directors must be members of the Association.

(B) Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

(C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board.

ARTICLE IX

INDEMNIFICATION:

To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities including attorney fees, actually and reasonably incurred by or imposed on him or her in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he or she may be a party because of his or her being or having been a director or officer of the Association. The foregoing right of indemnification shall not apply to:

(A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.

(B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his or her action was unlawful.

(C) A transaction from which the Director or officer derived an improper personal benefit.

(D) Wrongful conduct by Directors or officers, in a proceeding brought by or on

behalf of the Association.

In the event of a settlement, the right to indemnification shall not apply unless a majority of the disinterested Directors vote that the settlement is in the best interest of the Association. The foregoing rights of indemnification shall be in addition to, and not exclusive of all other rights to which a Director or officer may be entitled.

NOTE: SUBSTANTIAL AMENDMENTS OF ENTIRE BYLAWS FOR PRESENT TEXT SEE EXISTING BYLAWS

AMENDED AND RESTATED BYLAWS OF McGREGOR WOODS HOMEOWNERS ASSOCIATION, INC.

1. GENERAL. These are Bylaws of McGregor Woods Homeowners Association, Inc., hereinafter the "Association", a corporation not for profit organized under the laws of Florida as a community association for the purpose of operating a residential community. All prior Bylaws, if any, are hereby revoked and superseded in their entirety.

1.1 Principal Office. The principal office of the corporation is presently at the offices of Alliant Property Management, LLC. 6700 Winkler Rd. #2, Ft. Myers, FL 33919. The Board of Directors may change the location of the principal office from time to time without amending this Article.

1.2 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "corporation not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

2. MEMBERS. The members of the Association are the record owners of legal title to the Lots in McGregor Woods. In the case of a residential Lot subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the residential Lot solely for purposes of determining use rights.

2.1 Change of Membership. A change of membership shall become effective after all the following events have occurred.

(A) Recording in the Public Records of a Deed or other instrument evidencing legal title to the Lot in the member.

(B) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.

(C) Designation, in writing, of a primary occupant, which is required when title to a Lot is held in the name of two (2) or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person.

2.2 Voting Interests. The members of the Association are entitled to one (1) vote for each residential Lot owned by them. The total number of possible votes (the voting interests) of the Association is the total number of residential Lots in McGregor Woods. The vote of a residential Lot is not divisible. The right to vote may be suspended for non-payment of regular annual

assessments that are delinquent in excess of 90 days. If a residential Lot is owned by one (1) natural person, the right to vote shall be established by the record title to the residential Lot. If a residential Lot is owned jointly by two (2) or more natural persons, that residential Lot's vote may be cast by any one (1) of the record owners. If two (2) or more owners of a residential Lot do not agree among themselves how their one (1) shall be cast on any issue, that vote shall not be counted for any purpose. If the owner of a residential Lot is other than a natural person, the vote of that residential Lot shall be cast by the residential Lot's primary occupant. All votes must be cast by an Owner or primary occupant.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of a residential Lot owner is required upon any matter, whether or not the subject of an Association meeting, the decision or other response may be expressed by any person authorized to cast the vote of the residential Lot at an Association meeting, as stated in Section 2.2 above, unless the joinder of all record owners is specifically required.

2.4 Change of Membership. A change of membership in the Association shall be established by the new member's membership becoming effective as provided for in Section 2.1 above. At that time the membership of the prior owner shall be terminated automatically.

2.5 Termination of Membership. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies the Association may have against any former owner or member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3. MEMBERS' MEETINGS; VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Lee County, Florida, each year in the first calendar quarter at a date, time and place designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the members.

3.2 Special Members' Meetings. Special members' meetings must be held whenever called by the President or by a majority of the Directors, and may also be called by members having at least ten percent (10%) of the voting interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice Meetings; Waiver of Notice. Notices of all members' meetings must state the date, time and place of the meeting. Notice of special meetings must include a description of the purpose or purposes for which the meeting is called. The notice may be mailed to each member at the member's address as it appears on the books of the Association, or may be furnished by personal delivery or electronic transmission. The members are responsible for providing the Association with any change of address, whether physical or electronic. The notice must be mailed, transmitted or delivered at least fourteen (14) days prior to the date of the meeting. If ownership of a residential Lot is transferred after notice has been mailed or transmitted, no

separate notice to the new owner is required. Attendance at any meeting by a member constitutes waiver of notice by that member, unless the member objects to the lack of notice at the beginning of the meeting. A member may also waive notice of any meeting at any time by written waiver.

3.4 Quorum. A quorum at members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least twenty-five percent (25%) of the votes of the entire membership.

3.5 Vote Required. The acts approved by a majority of the votes cast by eligible voters at a meeting of the members at which a quorum has been attained shall be binding upon all residential Lot owners for all purposes, except where a different number of votes is expressly required by law or by any provision of the governing documents.

3.6 Proxy Voting. Members may cast their votes at a meeting in person or by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the residential Lot, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. No proxy shall be valid if it names more than one (1) person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. Holders of proxies must be members.

3.7 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. When a meeting is so adjourned it shall not be necessary to give further notice of the time and place of its continuance if such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted when the meeting is reconvened, but only if a quorum is present.

3.8 Order of Business. The order of business at members' meetings shall be substantially as follows:

(A) Call of the roll or determination of quorum

(B) Reading or disposal of minutes of last members' meeting

(C) Reports of Officers

(D) Reports of Committees

(E) Election of Directors (annual meeting only)

(F) Unfinished Business

(G) New Business

(H) Adjournment

3.9 Minutes. Minutes of all meetings of the members and of the Board of Directors shall be kept in a businesslike manner, available for inspection by members or their authorized representatives at all reasonable times. Minutes must be reduced to written form within thirty (30) days after the meeting.

3.10 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall guide the conduct of the Association meetings when not in conflict with the law, with the Declaration, or with the Articles or Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

4. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles and Bylaws, shall be exercised by the Board, subject to approval or consent of the residential owners only when such is specifically required.

4.1 Number and Terms of Office. The number of Directors which shall constitute the whole Board of Directors shall be no less than five (5) and no more than seven (7) as determined by the Board from time to time and in the absence of such determination shall be five (5). In order to provide for continuity of experience it is the intention of these Bylaws that a system of staggered terms be created. At the next election following the adoption of these amendments the three (3) candidates receiving the greatest number of votes shall elected to serve a term of two (2) years each and the two candidates receiving the fourth and fifth most number of votes shall be elected to serve terms of one (1) year each. Thereafter, all Directors shall be elected for a term of two (2) years each. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns or is recalled as provided for in Section 4.5 below. Directors shall be elected by the members as described in Section 4.3 below, or in the case of a vacancy, as provided for in Section 4.4 below.

4.2 Qualifications. Each Director must be a residential Lot owner or primary occupant or the spouse of a residential Lot owner or primary occupant. In the case of a Lot owned by a corporation, any officer is eligible for election to the Board of Directors. If a Lot is owned by a partnership, any partner is eligible to be a Director. If a Lot is held in trust, the trustee, grantor or settlor of the trust, or any one of the beneficial owners residing in the Lot is eligible to be elected to the Board of Directors.

4.3 Nominations and Elections. Nominations for election to the Board of Directors shall be made in writing at least thirty (30) days in advance of the day of election. Nominations may also be made from the floor at the annual meeting. Election to the Board Directors shall be by written ballot. At such election the members or their proxies may cast, in respect to each

vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes shall be elected, except that a run-off shall be held to break a tie vote. Cumulative voting is not permitted.

4.4 Resignation; Vacancies on the Board. Any Director may resign at any time by giving written notice to the Association, and unless otherwise specified therein, the resignation shall become effective upon receipt. If the office of any Director becomes vacant for any reason, a successor shall be elected at a special meeting of the Board of Directors of the Association. The successor so elected shall fill the remaining unexpired term of the Director being replaced. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, the members shall elect successors at a special meeting.

4.5 Removal of Directors. Any Director may be removed, with or without cause, by a majority vote of the voting interests, either by a written petition or at a meeting called for that purpose. If a special meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given. If removal is effected by petition, the vacancy or vacancies shall be filled as provided for in Section 4.4 above. If removal is effected at a meeting, any vacancies created thereby shall be filled by the members at the same meeting. Any director who is removed from office is not eligible to stand again for election to the Board until the next annual election, and must turn over to the Association within seventy-two (72) hours any and all records and other property of the corporation in his possession. If a Director who is removed does not relinquish his office or turn over records as required, the circuit court in the county where the Association has its principal office may summarily order the Director to relinquish his office and turn over corporate records upon application of any member. In any such action, the prevailing party shall be entitled to recover its attorney fees and costs.

4.6 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors, at such place and time as may be fixed and announced by the Directors at the annual meeting at which they were elected.

4.7 Other Meetings. Meetings of the Board may be held at such time and place in Lee County, Florida, as shall be determined from time to time by the President or by a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone, or electronic transmission at least forty-eight (48) hours before the meeting.

4.8 Notice to Owners. Meetings of the Board of Directors shall be open to members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the discussion would otherwise be governed by the attorney-client privilege, and notices of all Board meetings, together, shall be posted conspicuously in the community at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting at which rules affecting the use of a parcel or special assessments are to be considered shall specifically contain a statement that rules or special assessments will be considered and the nature of the rule or assessments and shall be mailed, delivered or

electronically transmitted and posted at least 14 days in advance of the meeting.

4.9 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver is deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.10 Quorum of Directors. A quorum at a Board meeting shall be attained by the presence in person of a majority of all Directors. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

4.11 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the governing documents or by applicable statutes. A Director who is present at a meeting of the Board is deemed to have voted in favor of every action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes of each meeting. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election or removal of officers.

4.12 Adjourned Meetings. A majority of the Directors present at any meeting of the Board of Directors, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specified later time. When the meeting is reconvened, provided a quorum is present, any business that might have been transacted at the meeting originally called may be transacted.

4.13 The Presiding Officer. The President of the Association, or in his absence, the Vice-President, if the presiding officer at all meetings of the Board. If neither officer is present, the presiding officer shall be selected by majority vote of the Directors present.

4.14 Directors' Fees and Reimbursement of Expenses. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses related to the proper discharge of their respective duties.

4.15 Committees. The Board of Directors may appoint from time to time such standing or temporary committees, including a search committee, as the Board may deem necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. Only committees assigned with the power to make final decisions regarding the expenditure of association funds or committees vested with the power to approve or disapprove architectural decisions with respect to specific parcel of residential property owned by a member of the community are required to hold meetings that are open to members and notice and hold their meetings with the same formalities as required for Board meetings. Committees vested with the power to approve or disapprove architectural decisions with respect to a specified parcel of

residential property owned by a member of the community may not vote by proxy or secret ballot.

4.16 Emergency Powers. In the event of any "emergency" as defined in Section 4.16(G) below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

(A) The Board may name as assistant officers, persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

(B) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(D) Corporate action taken in good faith during what is reasonably believed to be an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttal presumption of being reasonable and necessary.

(E) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

(F) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(G) An "emergency" exists for purposes of this Section during the time when a quorum of the Board cannot readily be assembled because of the occurrence or imminent occurrence of a catastrophic event, such as a hurricane, act of war, civil unrest or terrorism, or other similar event. An "emergency" also exists during the period of time that civil authorities have declared that a state of emergency exists in, or have ordered the evacuation of, the area in which McGregor Woods is located, or have declared that area a "'disaster area". A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive validity.

5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be

elected annually by a majority vote of the Board of Directors. Any officer may be removed with or without cause at any meeting by vote of a majority of the Directors. Any officer so removed shall return all books, records and property of the Association to the Association within seventy-two (72) hours of their removal. Any person except the President may hold two (2) or more offices. The board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one (1) Vice-President.

5.2 President. The President shall be the chief executive officer of the Association; shall preside at all meetings of the members and Directors; shall be *ex-officio* a member of all standing committees; shall have general and active management of the business of the Association; and shall see that all orders and resolutions of the Board are carried into effect. The President shall execute bonds, mortgages and other contracts and documents requiring the seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Vice-Presidents. The Vice-Presidents, in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign.

5.4 Secretary. The Secretary shall attend meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for standing committees when required. The Secretary shall give, or cause to be given, proper notice of all meetings of the members, and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. The Secretary shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the governing documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated.

5.5 Treasurer. The Treasurer shall have the custody of Association funds and securities, and be responsible for the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. The Treasurer is responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as are selected by the Board of Directors. The Treasurer shall oversee the disbursement of Association funds, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at meetings of the Board, or whenever they may require it, a full accounting of all transactions and of the financial condition of the Association. The Treasurer shall prepare an annual budget of estimated revenues and expenses to present to the Board of Directors for approval. Any of the foregoing duties may be performed by an Assistant Treasurer, if one is elected.

5.6 Compensation of Officers. No compensation shall be paid to any office for services as an officer of the Association. This provision does not preclude the Board of Directors from

employing officers as employees of the Association.

6. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions.

6.1 Depository. The Association shall maintain its funds in such federally insured accounts at financial institutions in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities and other similar investment vehicles.

6.2 Accounts of the Association. The Association shall maintain its accounting books and records according to generally accepted accounting principles. There shall be an account for each residential unit. Such accounts shall designate the name and mailing address of each residential unit, the amount and due date of each assessment or charge against the residential unit, amounts paid, date of payment and the balance due.

6.3 Budget. The Treasurer shall prepare and the Board of Directors shall adopt a budget of Association estimated revenues and expenses for each coming fiscal year. Once adopted, the Association shall provide to each member a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and revenue and expense classifications. The estimated surplus or deficit as of the end of the current year shall be shown and all fees or charges for recreational amenities shall be set out separately.

6.4 Reserves. The Board of Directors may establish in the budget one (1) or more restricted reserve accounts for capital expenditures and deferred maintenance. Contingency reserves for unanticipated operating expenses shall be included, if at all, in the operating portion of the budget. Reserve funds may be spent for by the Board for any purpose but any reserves controlled by Chapter 720, Florida Statutes may only be spent in accordance with Chapter 720, Florida Statutes. The purpose of reserves is to provide financial stability and to avoid the need for special assessments. The annual amounts proposed to be so reserved shall be shown in the annual budget in accordance with Chapter 720, Florida Statutes.

6.5 Assessments; Installments. The regular annual assessment based on an adopted budget shall be paid in quarterly installments, in advance, due on the first day of each calendar quarter (January, April, July and October) of the year. Written notice of the annual assessment shall be sent to the owners of each Lot prior to the installment being due or in the alternative the Association may send one notice with a book containing coupons for installment payments, but failure to send (or receive) such notice does not excuse the obligation to pay. If an annual budget for a new fiscal year has not been adopted, or if notice of any increase has not been made at the time the payment for the first quarterly installment is due, it shall be presumed that the amount of such installment is the same as the last quarterly installment, and payments shall be continued at such rate until a budget is adopted and new annual assessments are calculated, at which time an appropriate adjustment shall be added to or subtracted from each unit's next due quarterly

installment. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date it shall accrue interest from the due date at the rate of eighteen percent (18%) per annum and shall incur a late fee of twenty-five ($25.00) dollars or 5% of the delinquent installment whichever is greater.

6.6 Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted or non-recurring expenses, or for such other purposes as are authorized by the Declaration and these Bylaws. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The total of all special assessments coming due in any fiscal year shall not exceed five hundred dollars ($500.00) per Lot, unless a majority of the total voting interests in the Association first consent. The notice of any Board meeting at which a special assessment will be considered shall be given at least fourteen (14) days in advance as provided in Section 4.8 above; and the notice to the owners that the assessment has been levied must contain a statement of the purpose(s) of the assessment. The funds collected must be spent for the stated purpose(s) or returned to the members as provided by law.

6.7 Fidelity Bonds. The President, Treasurer, and all other persons who are authorized to sign checks, shall be bonded in such amounts as may be acquired by law or otherwise determined by the Board of Directors. The premiums on such bonds are a common expense.

6.8 Financial Reports. Not later than ninety (90) days after the close of each fiscal year, the Board shall cause to be prepared a financial report as prescribed in 720.303, Florida Statutes. The Association shall provide each member with a copy of the financial report or a written notice that a copy of the financial report is available upon request at no charge to the member.

6.9 Audits. A formal, certified audit of the accounts of the Association, if required by law, by vote of a majority of the voting interests, or by a majority of the Directors, shall be made by a certified public accountant, and a copy of the audit report shall be available to all members.

6.10 Application of Payments and Co-Mingling of Funds. All monies collected by the Association may be co-mingled in a single fund or divided into two (2) or more funds, as determined by the Board of Directors. Regardless of any restrictive endorsement all payments on account by a Lot owner shall first be applied to interest, late fees, costs, attorney fees, other charges, fines and then to regular or special assessments.

6.11 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each calendar year and end on December 31 that same calendar year.

7. RULES AND REGULATIONS; USE RESTRICTIONS. The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the use, maintenance, management and control of the common elements, the Lots and the operation of the Association. Copies of such rules and regulations shall be furnished to each residential Lot owner.

8. COMPLIANCE AND DEFAULT; REMEDIES. In addition to the remedies provided in

the Declaration, the following shall apply.

8.1 Fines; Suspensions. The Board of Directors may levy fines and/or suspensions against members, or members' tenants or guests, or both, who commit violations of Chapter 720, Florida Statutes, the provisions of the governing documents, or the rules and regulations, or who condone such violations by their family members, guests or lessees. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any single fine exceed the maximum amount allowed by law. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. The maximum accrued fine shall not exceed $5,000.00. Suspensions of the use of common areas and facilities may be imposed for a reasonable period of time to deter future violations. The procedure for imposing fines or suspending use rights shall be as follows:

(A) Notice. The party against whom the fine and/or suspension is sought to be levied or imposed shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days, and the notice shall include:

(1) a statement of the date, time and place of the hearing;

(2) a specific designation of the provisions of Chapter 720, Florida Statutes, the governing documents or the rules which are alleged to have been violated;

(3) a short and plain statement of the specific facts giving rise to the alleged violation(s); and

(4) the possible amounts of any proposed fine and/or possible use rights of common areas or facilities to be suspended.

(B) Hearing. At the hearing the party against whom the fine and/or suspensions may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before a panel of three (3) residential Lot owners appointed by the Board, none of whom may then be serving as Directors or officers, or who are employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the committee, by majority vote, does not agree with the proposed fine and/or suspension, it may not be levied or imposed. If the committee agrees with the proposed fine and/or suspensions, the Board of Directors shall levy same.

(C) Collection of Fines. Any fine not paid within thirty (30) days shall become delinquent. The fine shall be a personal obligation of the person fined. The fine may be collected utilizing all lawful methods.

8.2 Correction of Health and Safety Hazards. Any violations of the Association rules which creates conditions of the property which are deemed by the Board of Directors to be a hazard to the public health or safety may be dealt with immediately as an emergency matter by the

Association, and the cost thereof shall be charged to the residential unit owner.

9. AMENDMENT OF BYLAWS. Amendments to these Bylaws shall be proposed and adopted in the following manner.

9.1 Proposal. Amendments to these Bylaws shall be proposed by a majority of the Board or upon petition of one-fourth (1/4th) of the voting interests, and shall be submitted to a vote of the members not later than the next annual meeting.

9.2 Vote Required: Except as otherwise required by Florida law or as provided elsewhere in these Bylaws, these Bylaws may be amended if the proposed amendment is approved at a duly called meeting of the members of the Association by the affirmative vote, in person or by proxy, of at least a two-thirds (2/3rds) the voting interests in the Association who are present and voting in person or by proxy at a meeting.

9.3 Effective Date: An amendment shall become effective upon the recording of a copy in the Public Records of Lee County, Florida with the same formalities as are required in the Declaration for recording amendments to the Declaration.

10. MISCELLANEOUS.

10.1 Gender; Number. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

10.2 Severability. If any portion of these Bylaws is void or become unenforceable, the remaining provisions shall remain in full force and effect.

10.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration of Covenants and Restrictions, or the Association's Articles of Incorporation, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.

EXHIBIT "B"

TO

CERTIFICATE OF REVIVED DECLARATION OF COVENANTS
AND RESTRICTIONS FOR McGREGOR WOODS:

Florida Department of Economic Opportunity Letter Approving Revived Declaration and Related Governing Documents

10858149 _1

Rick Scott
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Cissy Proctor
EXECUTIVE DIRECTOR

SEP 12 2016

FINAL ORDER NO. DEO-16-165

September 9, 2016

Sean M. Ellis, Esq.
Roetzel & Andress, L.P.A.
2320 First Street
Suite 1000
Fort Myers, Florida 33901

Re: McGregor Woods Homeowner's Association, Inc.

Dear Mr. Ellis:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for **McGregor Woods Homeowner's Association, Inc.**, and has determined that the documents 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 of 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 Rozell McKay, Government Analyst I, at (850) 717-8480.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning

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.

FINAL ORDER NO. DEO-16-165

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS ORDER 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 THE FINAL ORDER BEING PUBLISHED IN THE FLORIDA ADMINISTRATIVE REGISTER. 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 THE FINAL ORDER BEING PUBLISHED IN THE FLORIDA ADMINISTRATIVE REGISTER.

FINAL ORDER NO. DEO-16-165

NOTICE OF FILING AND SERVICE

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 9th day of September, 2016.

Stephanie Wathen
Agency Clerk
Department of Economic Opportunity
107 East Madison Street, MSC 110
Tallahassee, FL 32399-4128

By Certified U. S. Mail:

Sean M. Ellis, Esq.
Roetzel & Andress, L.P.A.
2320 First Street
Suite 1000
Fort Myers, Florida 33901

By interoffice delivery:

Rozell McKay, Government Analyst I, Division of Community Planning

EXHIBIT "C"

TO

CERTIFICATE OF REVIVED DECLARATION OF COVENANTS AND RESTRICTIONS FOR McGREGOR WOODS:

Legal Description of Each Affected Parcel of Property

10858149 _1

McGREGOR WOODS HOMEOWNER'S ASSOCIATION, INC.

Owner Name	Property Address	Property Legal Description
Carole A. Buskirk and Robert Martin	12476 Afton Court Fort Myers, FL 33908	Lot 601, McGREGOR WOODS, UNIT VI, according to the plat thereof recorded in Plat Book 36, Page 130-131, of the Public Records of Lee County, Florida
Richard W. & Regina Carol Fankhauser, as Trustees of the Richard W. & Regina Carol Fankhauser Revocable Trust	12477 Afton Court Fort Myers, FL 33908	Lot 608, McGregor Woods, Unit VI, according to the plat thereof as recorded in Plat Book 36, Pages 130 and 131, of the Public Records of Lee County, Florida
Pamela D. Higgins	12480 Afton Court Fort Myers, FL 33908	Lot 602, McGREGOR WOODS, UNIT IV, as per the plat thereof recorded in Plat Book 36, Pages 130 and 131, of the Public Records of Lee County, Florida
David M. Platt	12481 Afton Court Fort Myers, FL 33908	Lot 607, McGregor Woods, Unit VI, according to the plat thereof, as recorded in Plat Book 36, Pages 130 and 131, of the Public Records of Lee County, Florida
Robert Kjoller and Laurie Kjoller	12483 Afton Court Fort Myers, FL 33908	Lot 606, McGREGOR WOODS UNIT VI, a subdivision according to the plat or map thereof as recorded in Plat Book 36 at Pages 130 through 131, of the Public Records of Lee County, Florida
Trinity Media, LLC, a Florida limited liability company	12484 Afton Court Fort Myers, FL 33908	Lot 603, McGREGOR WOODS, UNIT VI, according to the Plat thereof, recorded in Plat Book 36, Pages 130-131, of the Public Records of Lee County, Florida
Gregory E. Krill	12487 Afton Court Fort Myers, FL 33908	Lot 605, McGREGOR WOODS, Unit VI, according to the plat thereof as recorded in Plat Book 36, Pages 130 and 131, of the Public Records of Lee County, Florida
Donald H. Wernsing and Michele A. Wernsing	12488 Afton Court Fort Myers, FL 33908	Lot 604, McGREGOR WOODS, Unit VI, according to the Plat thereof as recorded in Plat Book 36, Pages 130 and 131, of the Public Records of Lee County, Florida
Ralph J. Davis, III and Elizabeth L. Bakoss	12470 Barrinton Court Fort Myers, FL 33908	Lot 501, McGREGOR WOODS Unit 5, according to the plat thereof recorded in Plat Book 34, Pages 50 and 51, of the Public Records of Lee County, Florida
Mary Alice Braniff	12475 Barrington Court Fort Myers, FL 33908	Lot 511, McGregor Woods, Unit V, according to the map or plat thereof, as recorded in Plat Book 34, Page(s) 50, of the Public Records of Lee County, Florida
Robert B. & Lynn A. Ritchlin, as Trustees of the Robert B. Ritchlin Revocable Trust and Lynn A. Ritchlin Revocable Trust	12476 Barrington Court Fort Myers, FL 33908	Lot 502, McGregor Woods Unit V, a subdivision according to the plat thereof recorded at Plat Book 34, Pages 50 and 51, of the Public Records of Lee County, Florida
Silvia B. Maciel	12481 Barrington Court Fort Myers, FL 33908	Lot 510, McGregor Woods, Unit V, according to the map or plat thereof recorded in Plat Book 34, Pages 50 and 51, of the Public Records of Lee County, Florida

McGREGOR WOODS HOMEOWNER'S ASSOCIATION, INC.

Owner Name	Property Address	Property Legal Description
David B. DeFonzo & Darby B. DeFonzo	12482 Barrington Court Fort Myers, FL 33908	Lot 503, McGREGOR WOODS, UNIT V, a Subdivision as per plat thereof recorded in Plat Book 34, Page 50, of the Public Records of Lee County, Florida
Alfredo Russo	12487 Barrington Court Fort Myers, FL 33908	Lot 509, McGREGOR WOODS, UNIT V, a subdivision according to the plat thereof recorded at Plat Book 34, Pages 50 and 51, of the Public Records of Lee County, Florida
Eva S. Wikander	12488 Barrington Court Fort Myers, FL 33908	Lot 504, McGregor Woods Unit V, according to the map or plat thereof, as recorded in Plat Book 34, Page(s) 50 and 51, of the Public Records of Lee County, Florida
Sean J. Ryan and Chrystal Ryan	12493 Barrington Court Fort Myers, FL 33908	Lot 508, McGREGOR WOODS UNIT V, Section 36, Township 45 South, Range 23 East, as recorded in Plat Book 34, Pages 50 and 51, of the Public Records of Lee County, Florida
R. Barry Solomon and Jay L. Solomon	12494 Barrington Court Fort Myers, FL 33908	Lot 505, McGREGOR WOODS, Unit V, a subdivision according to the plat or map thereof recorded described in Plat Book 34, at page(s) 50 and 51, of the Public Records of Lee County, Florida
Joseph R. Fair and Regina A. Fair	12500 Barrington Court Fort Myers, FL 33908	Lot 506, McGREGOR WOODS, UNIT V, Section 36, Township 45 South, Range 23 East, Lee County, Florida, as recorded in Plat Book 34, Page 51, of the Public Records of Lee County, Florida
Joan Desilets	12501 Barrington Court Fort Myers, FL 33908	Lot 507, McGREGOR WOODS UNIT V, according to the Plat thereof recorded at Plat Book 34, Pages 50 and 51, of the Public Records of Lee County, Florida
Eva B. Bickel	12526 Barrington Court Fort Myers, FL 33908	Lot 109, Unit IV, McGREGOR WOODS, a Subdivision according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 34, Page 9, and all amendments thereto
Bland Parker	12530 Barrington Court Fort Myers, FL 33908	Lot 110, UNIT IV, McGREGOR WOODS, a Subdivision according to the plat thereof as recorded in Plat Book 34, Pages 9 and 10, of the Public Records of Lee County, Florida
Kathryn E. Boone	12534 Barrington Court Fort Myers, FL 33908	Lot 111, McGregor Woods Unit IV, according to the plat thereof, as recorded in Plat Book 34, Pages 9 and 10, of the Public Records of Lee County, Florida
Thomas F. Sullivan and Barbara R. Sullivan	12535 Barrington Court Fort Myers, FL 33908	Lot 121, McGREGOR WOODS, Unit IV, a subdivision according to the map or plat thereof as recorded in Plat Book 34, at Pages 9 and 10, of the Public Records of Lee County, Florida

McGREGOR WOODS HOMEOWNER'S ASSOCIATION, INC.

Owner Name	Property Address	Property Legal Description
Brandon Minsky	12538 Barrington Court Fort Myers, FL 33908	Lot 112, McGREGOR WOODS UNIT IV, a subdivision according to the plat thereof, as recorded in Plat Book 34, at Pages 9 and 10, of the Public Records of Lee County, Florida
Charles A. Morrision	12539 Barrington Court Fort Myers, FL 33908	Lot 120, McGregor Woods, Unit IV, according to the map or plat thereof, as recorded in Plat Book 34, Page 9 and 10, of the Public Records of Lee County, Florida
Rosame Piret	12542 Barrington Court Fort Myers, FL 33908	Lot 113, McGREGOR WOODS, Unit 4, according to the plat thereof as recorded in Plat Book 34, Pages 9 and 10, of the Public Records of Lee County, Florida
Kerry L. Mailloux and Suzanne Mailloux	12543 Barrington Court Fort Myers, FL 33908	Lot 119, McGREGOR WOODS UNIT IV, a subdivision according to the plat recorded in Plat Book 34, Pages 9-10, of the Public Records of Lee County, Florida
Paul C. Nett	12546 Barrington Court Fort Myers, FL 33908	Lot 114, McGregor Woods, Unit IV, according to the map or plat thereof, as recorded in Plat Book 34, Page(s) 9 and 10, of the Public Records of Lee County, Florida
Melissa A. Ledoux-Kotel and Brant M. Kotel	12547 Barrington Court Fort Myers, FL 33908	Lot 118, Unit IV, McGregor Woods, a subdivision, according to the plat thereof, as recorded in Plat Book 34, Pages 9 and 10, of the Public Records of Lee County, Florida
Patrick Conolly	12550 Barrington Court Fort Myers, FL 33908	Lot 115, Unit 4, McGregor Woods, according to the plat thereof recorded in Plat Book 34, Pages 9 and 10, of the Public Records of Lee County, Florida
Rodney D. Dotson	12551 Barrington Court Fort Myers, FL 33908	Lot 117, of McGREGOR WOODS, UNIT IV, according to the Plat thereof as recorded in Plat Book 34, Pages 9 and 10, of the Public Records of Lee County, Florida
Steven W. Mattson and Sandra L. Mattson	12554 Barrington Court Fort Myers, FL 33908	Lot 116, McGregor Woods Unit IV, according to the Plat thereof, recorded in Plat Book 34, Page(s) 9 and 10, of the Public Records of Lee County, Florida
Richard L. Durnwald and Erna A. Durnwald, as Trustees of the Erna A. Durnwald Revocable Trust	15829 Gleneagle Court Fort Myers, FL 33908	Lot 621, of that certain subdivision known as McGREGOR WOODS, Unit VI, according to the map or plat thereof on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida in Plat Book 36, at Pages 130-131
Barbara A. Hill	15830 Gleneagle Court Fort Myers, FL 33908	Lot 622, McGregor Woods Unit VI, according to the map or plat thereof, as recorded in Plat Book 36, at Pages 130 and 131, of the Public Records of Lee County, Florida
Scott A. Moore and Mary A. Moore	15837 Gleneagle Court Fort Myers, FL 33908	Lot 620, Unit VI, McGregor Woods, according to the plat thereof, recorded in Plat Book 36, at Page(s) 130 and 131, of the Public Records of Lee County, Florida

McGREGOR WOODS HOMEOWNER'S ASSOCIATION, INC.

Owner Name	Property Address	Property Legal Description
Mark J. Trask and Tracy L. Trask	15838 Gleneagle Court Fort Myers, FL 33908	Lot 623, McGREGOR WOODS, UNIT IV, according to the map or Plat thereof on file in the office of the Clerk of the Circuit Court, recorded in Plat Book 36, Page 130 and 131, of the Public Records of Lee County, Florida
Scott A. Farley	15845 Gleneagle Court Fort Myers, FL 33908	Lot 619, McGregor Woods VI, a Subdivision, according to the plat thereof, as recorded in Plat Book 36, Pages 130 and 131, of the Public Records of Lee County, Florida
Becky E. Stroebel	15846 Gleneagle Court Fort Myers, FL 33908	Lot 624, McGregor Woods, Unit VI, as per Plat thereof recorded in Plat Book 36, Pages 130 and 131, of the Public Records of Lee County, Florida
Amy L. Ozalas and Joseph G. Ozalas	15853 Gleneagle Court Fort Myers, FL 33908	Lot 618, McGREGOR WOODS, Unit VI, a subdivision according to the plat thereof recorded in Plat Book 36, Pages 130 through 131, inclusive, of the Public Records of Lee County, Florida
David A. Ralston	15854 Gleneagle Court Fort Myers, FL 33908	Lot 625, McGREGOR WOODS SUBDIVISION, UNIT VI, according to the map or plat thereof as recorded in Plat Book 36, Pages 130 through 131, of the Public Records of Lee County, Florida
Bruce G. Miller and karen A. Miller	15861 Gleneagle Court Fort Myers, FL 33908	Lot 617, McGregor Woods Subdivision, Unit VI, according to the plat thereof, recorded in Plat Book 36, Page(s) 130 through 131, of the Public Records of Lee County, Florida
Beverly A. Simon	15862 Gleneagle Court Fort Myers, FL 33908	Lot 617, McGregor Woods, Unit VI, according to the plat thereof recorded in Plat Book 36, Pages 130 through 131, of the Public Records of Lee County, Florida
Jeffrey DeRoberts and Muriel DeRoberts	15869 Gleneagle Court Fort Myers, FL 33908	Lot 616, McGregor Woods, Unit VI, according to the plat thereof recorded in Plat Book 36, Pages 130 through 131, of the Public Records of Lee County, Florida
Eugene S. Trefethen and Tia Trefethenm	15870 Gleneagle Court Fort Myers, FL 33908	Lot 627, McGregor Woods, Unit VI, as per plat thereof recorded in Plat Book 36, Pages 130 and 131, of the Public Records of Lee County, Florida
Joseph P. Benning and Carol A. Benning	15877 Gleneagle Court Fort Myers, FL 33908	Lot 615, McGregor Woods, Unit VI, as per plat thereof recorded in Plat Book 36, Pages 130 and 131, of the Public Records of Lee County, Florida
Jeanne Young Foster, as Trustee of the Jeanna Young Foster Trust	15878 Gleneagle Court Fort Myers, FL 33908	Lot 628 of that certain subdivision known as McGregor Woods, Unit 6, according to the plat thereof, recorded in Plat Book 36, Pages 130 and 131, of the Public Records of Lee County, Florida

McGREGOR WOODS HOMEOWNER'S ASSOCIATION, INC.

Owner Name	Property Address	Property Legal Description
David E. Hodgson and Rhonda Hodgson	15886 Gleneagle Court Fort Myers, FL 33908	Lot 629, of that certain subdivision known as McGREGOR WOODS UNIT VI, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 36, at Page(s) 130 and 131
Randy L. Johnson and Kim C. Johnson	15893 Gleneagle Court Fort Myers, FL 33908	Lot 614, McGregor Woods Unit VI, according to the map or plat thereof, as recorded in Plat Book 36, Page(s) 130 and 131, of the Public Records of Lee County, Florida
Peter J. Healy and Mary Healy	15894 Gleneagle Court Fort Myers, FL 33908	Lot 630, McGregor Woods, Unit VI, as per Plat thereof, recorded in Plat Book 36, Pages 130 and 131, of the Public Records of Lee County, Florida
Paul Welu and Judith Welu	15902 Gleneagle Court Fort Myers, FL 33908	Lot 631, McGregor Woods, Unit VI, according to the map or plat thereof, as recorded in Plat Book 36, Page(s) 130 and 131, of the Public Records of Lee County, Florida
Brian Ciastko and Jennifer Proffitt	15910 Gleneagle Court Fort Myers, FL 33908	Lot 632, McGREGOR WOODS U-VI, a Subdivision, according to the Plat thereof, recorded in Plat Book 36, Pages 130 and 131, of the Public Records of Lee County, Florida
Stephen H.A. LaSala, as Trustee of the Stephen H.A. LaSala Revocable Trust and Joan M. LaSala, as Trustee of the Joan M. LaSala Revocable Trust	15918 Gleneagle Court Fort Myers, FL 33908	Lot 633, McGREGOR WOODS UNIT VI, according to the plat thereof, recorded in Plat Book 36, Page(s) 130 and 131, of the Public Records of Lee County, Florida
Joseph Gallo and Colleen Gallo	15919 Gleneagle Court Fort Myers, FL 33908	Lot 613, McGREGOR WOODS UNIT 6, according to the Plat thereof as recorded in Plat Book 36, Pages 130 and 131, of the Public Records of Lee County, Florida
Robert M. Messuri and Dawn M. Messuri	15926 Gleneagle Court Fort Myers, FL 33908	Lot 634, McGREGOR WOODS, UNIT VI, according to the plat thereof, as recorded in Plat Book 36, Pages 130 and 131, of the Public Records of Lee County, Florida
Aubrey Lott	15933 Gleneagle Court Fort Myers, FL 33908	Lot 612, McGREGOR WOODS UNIT VI, according to the plat thereof, recorded in Plat Book 36, Pages 130 and 131, of the Public Records of Lee County, Florida
John F. Williams and Deborah L. Williams, as Trustees of the Deborah L. Williams Revocable Trust	15934 Gleneagle Court Fort Myers, FL 33908	Lot 635, McGREGOR WOODS, Unit VI, according to the map or plat thereof, as recorded in Plat Book 36, Pages 130 and 131, of the Public Records of Lee County, Florida
Pamela Gethard and Catherine Goetze and Larissa Gethard, JTWROS	15942 Gleneagle Court Fort Myers, FL 33908	Lot 636, McGregor Woods Unit VI, according to the plat thereof as recorded in Plat Book 36, Pages 130 and 131, of the Public Records of Lee County, Florida
Earl J. Campbell and Giuliana Biancucci	15943 Gleneagle Court Fort Myers, FL 33908	Lot 611, McGREGOR WOODS, Unit VI, according to the plat thereof, as recorded in Plat Book 36, Page(s) 130 to 131, inclusive, of the Public Records of Lee County, Florida

Owner Name	Property Address	Property Legal Description
Todd H. Roberts and Deidra J. Crowell	15950 Gleneagle Court Fort Myers, FL 33908	Lot 637, McGregor Woods, Unit VI, as per plat thereof recorded in Plat Book 36, Pages 130 through 131, of the Public Records of Lee County, Florida
Ronald D. Hatcher and Patricia A. Hatcher	15958 Gleneagle Court Fort Myers, FL 33908	Lot 638, McGregor Woods, Unit VI, as per plat thereof recorded in Plat Book 36, Pages 130 and 131, of the Public Records of Lee County, Florida
John R. Berg	15959 Gleneagle Court Fort Myers, FL 33908	Lot 610, McGregor Woods, Unit VI, according to the plat thereof as recorded in Plat Book 36, Pages 130 and 131, of the Public Records of Lee County, Florida
Sarah Jane Knaub, as Trustee under the Sarah Jane Knaub 1998 Declaration of Trust	15966 Gleneagle Court Fort Myers, FL 33908	Lot 639, of that certain subdivision known as McGREGOR WOODS, UNIT VI, according to the map or plat thereof on file and recorded in the office of the clerk of the Circuit Court of Lee County, Florida in Plat Book 36, at Page(s) 130 & 131
John H. Danner and Linda Bradbury-Danner	12286 McGregor Woods Circle Fort Myers, FL 33908	Lot 88, McGregor Woods Unit III, according to the Plat thereof, recorded in Plat Book 33, at Page(s) 129 and 130, of the Public Records of Lee County, Florida
Scott C. Peak	12290 McGregor Woods Circle Fort Myers, FL 33908	Lot 89, McGregor Woods Unit III, according to the map or plat thereof, as recorded in Plat Book 33, at Page(s) 129 and 130, of the Public Records of Lee County, Florida
Ava Barnett Bickel	12294 McGregor Woods Circle Fort Myers, FL 33908	Lot 90, McGREGOR WOODS, Unit 3, a subdivision, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court, recorded in Plat Book 33, Pages 129 and 130, of the Public Records of Lee County, Florida
Michelle D. Mayher	12298 McGregor Woods Circle Fort Myers, FL 33908	Lot 91, McGregor Woods, Unit No. III, a Subdivision as per plat thereof recorded in Plat Book 33, Page(s) 129 and 130, of the Public Records of Lee County, Florida
Michel R. Euliss and Ulrika Graaf-Karlsson, H&W	12299 McGregor Woods Circle Fort Myers, FL 33908	Lot 45, McGregor Woods, Unit I, a subdivision according to the plat thereof, as recorded in Plat Book 21, Pages 146 through 148, of the Public Records of Lee County, Florida -and- A portion of Lot 46, more particularly described as follows: From the Southwest corner of Lot 46, McGregor Woods, Unit 1, as recorded in Plat Book 32, Page 147, Lee County, Florida, run 00°58'28" West for 60.00 feet to the Point of Beginning; thence North 50°33'35" West for 109.00 feet; thence North 65°02'18" East for 20.00 feet; thence South 52°32'30" East for 95.00 feet; thence South 25°11'20" West for 22.00 feet to the Point of Beginning

McGREGOR WOODS HOMEOWNER'S ASSOCIATION, INC.

Owner Name	Property Address	Property Legal Description
Judith Gale George and William George, W&H	12307 McGregor Woods Circle Fort Myers, FL 33908	Lot 44, Unit 1, McGregor Woods, a Subdivision, according to Plat thereof recorded in Plat Book 32, Pages 146 through 148, of the Public Records of Lee County, Florida
Marcus I. Graviss	12315 Mcgregor Woods Circle Fort Myers, FL 33908	Lot 43 of McGREGOR WOODS, UNIT 1, a subdivision according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 32, Pages 146-148, inclusive, of the Public Records of Lee County, Florida
Paul L. Yudelman and Rachel A. Yudelman	12318 McGregor Woods Circle Fort Myers, FL 33908	Lot 1 of that certain subdivision known as McGREGOR WOODS, Unit 1, according to the map or plat thereof on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 32, Pages 146, 147 and 148, of the Public Records of Lee County, Florida
Patrick Blomberg	12319 McGregor Woods Circle Fort Myers, FL 33908	Lot 42, Unit 1, McGregor Woods, a subdivision according to the plat thereof recorded at Plat Book 32, Pages 146 through 148, inclusive, of the Public Records of Lee County, Florida
Byron W. Bickes and Elizabeth Ann Williams	12322 McGregor Woods Circle Fort Myers, FL 33908	Lot 2, Unit I, McGREGOR WOODS, a subdivision according to the plat or map thereof described in Plat Book 32, at Page(s) 146-148, of the Public Records of Lee County, Florida
David A. Horton and Diane M. Horton	12329 McGregor Woods Circle Fort Myers, FL 33908	Lot 41, McGREGOR WOODS UNIT I, according to the map or plat thereof as recorded in Plat Book 32, Pages 146 thru 148, of the Public Records of Lee County, Florida
Jeffrey Scheeler and Alessandra Scheeler	12330 McGregor Woods Circle Fort Myers, FL 33908	Lot 3, of that certain subdivision known as McGREGOR WOODS, UNIT I, according to the map or plat thereof on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida in Plat Book 32, at Pages 146 through 148
Arthur W. Bancroft and Barbara Bancroft, as Trustees of the Bancroft Family Revocable Trust	12344 McGregor Woods Circle Fort Myers, FL 33908	Lot 4, of that certain subdivision known as McGREGOR WOODS, UNIT I, according to the plat thereof as recorded in Plat Book 32, Pages 146, 147 and 148, of the Public Records of Lee County, Florida
Joy M. Pollard, as Trustee of the Joy M. Pollard Trust	12345 McGregor Woods Circle Fort Myers, FL 33908	Lot 40, Unit 1, McGREGOR WOODS, according to the plat thereof as recorded in Plat Book 32, Pages 146, 147 and 148, of the Public Records of Lee County, Florida

Owner Name	Property Address	Property Legal Description
Donna M. Fecik, as Trustee of the Donna Hughes Fecik Declaration of Trust	12352 McGregor Boulevard Fort Myers, FL 33908	Lot 5, of that certain subdivision known as McGregor Woods, Unit 1, according to the plat thereof, as recorded in Plat Book 32, Pages 146, 147 and 148, of the Public Records of Lee County, Florida
Harry Logins and Joanne Logins, H&W	12359 McGregor Woods Circle Fort Myers, FL 33908	Lot 39, McGREGOR WOODS, Unit 1, according to the map or plat thereof as recorded in Plat Book 32, Pages 146 through 148, inclusive, of the Public Records of Lee County, Florida
Charlene Solomon, as Trustee of the Solomon 2012 Irrevocable Trust fbo Joel Solomon	12360 McGregor Woods Circle Fort Myers, FL 33908	Lot 6, McGregor Woods, Unit 1, according to the plat thereof, recorded in Plat Book 32, Page(s) 146 through 148, of the Public Records of Lee County, Florida
William W. Anderson and Lynnette K. Anderson	12366 McGregor Woods Circle Fort Myers, FL 33908	Lot 7, of that certain subdivision known as McGREGOR WOODS, Unit I, according to that map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 32, at Pages 146, 147 and 148
Kenneth Rasi	12373 McGregor Woods Circle Fort Myers, FL 33908	Lot 28, McGREGOR WOODS, Unit 1, Plat Book 32, Pages 146-148, of the Public Records of Lee County, Florida
William S. McCallister and Chong Un McCallister, H&W	12377 McGregor Woods Circle Fort Myers, FL 33908	Lot 27, Unit 1, McGREGOR WOODS, a subdivision, according to the plat thereof recorded in Plat Book 32, Pages 146 through 148, of the Public Records of Lee County, Florida
Gerold E. Dehm and Sandra J. Dehm, as Co-Trustees of the Dehm Family Revocable Trust	12387 McGregor Woods Circle Fort Myers, FL 33908	Lot 71, McGREGOR WOODS, UNIT II, according to the plat thereof as recorded in Plat Book 33, Pages 127 and 128, of the Public Records of Lee County, Florida
Kevin Moran	12391 McGregor Woods Circle Fort Myers, FL 33908	Lot 72, McGregor Woods Unit II, according to the Plat thereof, recorded in Plat Book 33, Page(s) 127 and 128, of the Public Records of Lee County, Florida
Ned E. Dewhirst and J. Renee Dewhirst	12395 McGregor Woods Circle Fort Myers, FL 33908	Lot 73, Unit II, McGREGOR WOODS, according to the plat thereof as recorded in Plat Book 33, Pages 127 and 128, of the Public Records of Lee County, Florida
Gary D. Foreman and Deborah L. Foreman, H&W	12399 McGregor Woods Circle Fort Myers, FL 33908	Lot 74, Unit II, McGregor Woods, a subdivision according to the plat thereof as recorded in Plat Book 33, Pages 127 and 128, of the Public Records of Lee County, Florida
Steven L. Alumbaugh and Juanita E. Alumbaugh	12403 McGregor Woods Circle Fort Myers, FL 33908	Lot 75, McGregor Woods Unit II, according to the map or plat thereof, as recorded in Plat Book 33, Page(s) 127 and 128, of the Public Records of Lee County, Florida

Owner Name	Property Address	Property Legal Description
Nancy J. Somers	12407 McGregor Woods Circle Fort Myers, FL 33908	Lot 76, of that certain subdivision known as McGREGOR WOODS, UNIT II, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 33, Pages 127 and 128
William C. Lucas, as Trustee of the William C. Lucas Declaration of Trust	12410 McGregor Woods Circle Fort Myers, FL 33908	Lot 609, McGREGOR WOODS SUBDIVISION, Unit IV, according to the plat thereof as recorded in Plat Book 36, Pages 130 and 131, of the Public Records of Lee County, Florida
Erwin John Hopp	12411 McGregor Woods Circle Fort Myers, FL 33908	Lot 77, McGregor Woods, Unit II, a subdivision according to the map or plat thereof, as recorded in Plat Book 33, Page(s) 127 and 128, of the Public Records of Lee County, Florida
M. Ellen Dixon, as Trustee of the M. Ellen Dixon Trust	12414 McGregor Woods Circle Fort Myers, FL 33908	Lot 87, Unit II, McGREGOR WOODS, a subdivision, according to the plat thereof, as recorded in Plat Book 33, Pages 127 and 128, of the Public Records of Lee County, Florida
Richard W. Kaye and Betty A. Kaye	12415 McGregor Woods Circle Fort Myers, FL 33908	Lot 78, McGregor Woods Unit II, according to the plat thereof as recorded in Plat Book 33, Pages 127-128, of the Public Records of Lee County, Florida
Jefferson A. Parnell and Lisa R. Parnell	12418 McGregor Woods Circle Fort Myers, FL 33908	Lot 86, Unit II, McGREGOR WOODS, a Subdivision, according to the plat thereof, recorded in Plat Book 33, Page 127, of the Public Records of Lee County, Florida
Charles Divine and Ann R. Divine	12419 McGregor Woods Circle Fort Myers, FL 33908	Lot 79 of McGREGOR WOODS, UNIT II, a subdivision, according to the Plat thereof as recorded in Plat Book 33, Pages 127 through 128, of the Public Records of Lee County, Florida
Grace B. Paech	12422 McGregor Woods Circle Fort Myers, FL 33908	Lot 85, Unit II, McGREGOR WOODS, a subdivision according to the plat thereof, as recorded in Plat Book 33, at Pages 127 and 128, of the Public Records of Lee County, Florida
Sheryl S. O'Connell	12423 McGregor Woods Circle Fort Myers, FL 33908	Lot 80, Unit II, McGREGOR WOODS, a subdivision according to the plat thereof, as recorded in Plat Book 33, at Pages 127 and 128, of the Public Records of Lee County, Florida
Mark D. Erbes and Marilee R. Erbes	12426 McGregor Woods Circle Fort Myers, FL 33908	Lot 84, Unit 2, McGREGOR WOODS, according to the plat thereof, as recorded in Plat Book 33, Pages 127 and 128, of the Public Records of Lee County, Florida
Richard W. Jewell and Shirley R. Jewell	12427 McGregor Woods Circle Fort Myers, FL 33908	Lot 81, McGREGOR WOODS UNIT II, according to the plat thereof as recorded in Plat Book 33, Pages 127 and 128, of the Public Records of Lee County, Florida

Owner Name	Property Address	Property Legal Description
Arthur E. Dettrey and Julie I. Dettrey	12430 McGregor Woods Circle Fort Myers, FL 33908	Lot 83, Unit II, McGregor Woods, a subdivision, according to the plat thereof, as recorded in Plat Book 33, Pages 127 and 128, of the Public Records of Lee County, Florida
Clifford J. Parker and Christina Parker	12431 McGregor Woods Circle Fort Myers, FL 33908	Lot 82, McGREGOR WOODS UNIT II, according to the plat thereof recorded in Plat Book 33, Pages 127 and 128, of the Public Records of Lee County, Florida
Richard B. Strickland and Virginia A. Strickland	12434 McGregor Woods Circle Fort Myers, FL 33908	Lot 62, Unit 1, McGREGOR WOODS, a subdivision according to the plat or map thereof, as recorded in Plat Book 32 at Pages 146 through 148, of the Public Records of Lee County, Florida
Barbara K. Bardenett	12438 McGregor Woods Circle Fort Myers, FL 33908	Lot 63, Unit 1, McGREGOR WOODS, a subdivision, according to the plat thereof, as recorded in Plat Book 32, Pages 146 to 148, inclusive, of the Public Records of Lee County, Florida
Janet M. Russell, as Trustee under the Janet M. Russell Revocable Trust	12441 McGregor Woods Circle Fort Myers, FL 33908	Lot 57, McGREGOR WOODS UNIT 1, according to the plat recorded in Plat Book 32, Pages 146 through 148, inclusive, of the Public Records of Lee County, Florida
Mary Pat Thynge	12442 McGregor Woods Circle Fort Myers, FL 33908	Lot 64, Unit 1, McGREGOR WOODS, a subdivision according to the map or plat thereof on file and recorded in Plat Book 32, Pages 146 et seq., of the Public Records of Lee County, Florida
John M. Liptak and Naylet A. Liptak	12445 McGregor Woods Circle Fort Myers, FL 33908	Lot 56, McGREGOR WOODS UNIT 1, a subdivision as per map or plat thereof on file and recorded in Plat Book 32, Page 146, of the Public Records of Lee County, Florida
Philip Derry and Candace Derry	12446 McGregor Woods Circle Fort Myers, FL 33908	Lot 65, Unit 1, McGREGOR WOODS, Subdivision, according to the plat thereof, as recorded in Plat Book 32, Pages 146 to 148, inclusive, of the Public Records of Lee County, Florida
Mary Fesq and Deborah Hessinger Fesq	12449 McGregor Woods Circle Fort Myers, FL 33908	Lot #55, Unit 1, McGregor Woods, a subdivision according to the plat thereof, as recorded in Plat Book 32, Pages 146 through 148, of the Public Records of Lee County, Florida
Brian Silveira	12450 McGregor Woods Circle Fort Myers, FL 33908	Lot 66, Unit 1, McGREGOR WOODS, a subdivision according to the plat thereof, as recorded in Plat Book 32, Pages 146 through 148, of the Public Records of Lee County, Florida
Ronald A. Martin and Brenda L. Martin	12453 McGregor Woods Circle Fort Myers, FL 33908	Lot 54, Unit 1, McGREGOR WOODS SUBDIVISION, a subdivision according to the plat or map thereof as recorded in Plat Book 32, Pages 146 to 148, inclusive, of the Public Records of Lee County, Florida

McGREGOR WOODS HOMEOWNER'S ASSOCIATION, INC.

Owner Name	Property Address	Property Legal Description
Andrew T. Szumlanski	12454 McGregor Woods Circle Fort Myers, FL 33908	Lot 67 of that certain subdivision known as McGREGOR WOODS UNIT 1, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 32, Pages 146-148
Gregg Maxwell and Yvonne Maxwell	12457 McGregor Woods Circle Fort Myers, FL 33908	Lot(s) 53, Unit 1, McGREGOR WOODS, according to the plat thereof, as recorded in Plat Book 32, Page(s) 146 to 148, inclusive, of the Public Records of Lee County, Florida
Mary M. McCormack	12458 McGregor Woods Circle Fort Myers, FL 33908	Lot 68 of that certain subdivision known as McGREGOR WOODS UNIT I, according to that map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 32, Pages 146, 147 and 148
Brett A. Vartdal and Mary Manya Vartdal	12461 McGregor Woods Circle Fort Myers, FL 33908	Lot 52, McGREGOR WOODS SUBDIVISION, Unit 1, according to the map or plat thereof as recorded in Plat Book 32, Pages 146 through 148, inclusive, of the Public Records of Lee County, Florida
Kevin R. Hankins and Deborah L. Hankins	12462 McGregor Woods Circle Fort Myers, FL 33908	Lot 69, McGregor Woods Unit 1, according to the plat thereof, as recorded in Plat Book 32, Pages 146 through 148, inclusive, of the Public Records of Lee County, Florida
Linda A. Lewis	12466 McGregor Woods Circle Fort Myers, FL 33908	Lot 70, of that certain subdivision known as McGREGOR WOODS, Unit 1, according to that map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 32, Pages 146, 147 and 148
Allen E. Hall, as Trustee of that certain Trust Agreement dated the 24th day of May 2004	15959 Muirfield Court Fort Myers, FL 33908	Lot 59, McGREGOR WOODS, Unit 1, a subdivision according to the plat or map thereof as recorded in Plat Book 32 at Pages 146 through 148, of the Public Records of Lee County, Florida
Craig A. Bolesky and Sharon Bolesky	15960 Muirfield Court Fort Myers, FL 33908	Lot 60, Unit 1, McGregor Woods according to the map or plat thereof, as recorded in Plat Book 32, Pages 146 through 148, inclusive, of the Public Records of Lee County, Florida
Peter J. Turner and Anna W. Turner	15964 Muirfield Court Fort Myers, FL 33908	Lot 61 in McGREGOR WOODS, Unit 1 as recorded in Plat Book 32, Pages 146 through 148, of the Public Records of Lee County, Florida
Dudley C. Martin and Kathy A. Martin	15965 McGregor Woods Circle Fort Myers, FL 33908	Lot 58, McGREGOR WOODS, Unit I, a Subdivision, according to the Plat thereof, recorded in Plat Book 32, Pages 146 through 148, inclusive, of the Public Records of Lee County, Florida

McGREGOR WOODS HOMEOWNER'S ASSOCIATION, INC.

Owner Name	Property Address	Property Legal Description
Patrick McCrossan and Ellen F. Chapman	12330 Oak Brook Court Fort Myers, FL 33908	Lot 46, Unit 1, McGregor Woods Subdivision, according to the plat thereof as recorded in Plat Book 32, Page 146 through 148, Lee County, Florida; less a portion of Lot 46 more particularly described as follows: From the Southwest corner of Lot 46, McGregor Woods Unit 1, as recorded in Plat Book 32, Page 147, Lee County, Florida, run 00°58'28" West for 60.00 feet to the Point of Beginning; thence North 50°33'35" West for 109.00 feet; thence North 65°02'18" East for 20.00 feet; thence South 52°32'30" East for 95.00 feet; thence South 25°11'20" West for 22.00 feet to the Point of Beginning
Joseph M. Harper and Mary E.H. Harper	12331 Oak Brook Court Fort Myers, FL 33908	Lot 51, McGregor Woods, Unit 1, according to the plat thereof, as recorded in Plat Book 32, Pages 146 through 148, of the Public Records of Lee County, Florida
Keith J. Richardson and Margaret Murphy-Richardson	12334 Oak Brook Court Fort Myers, FL 33908	Lot 47, McGREGOR WOODS UNIT 1, according to the map or plat thereof as recorded in Plat Book 32, Pages 146 through 148, of the Public Records of Lee County, Florida
Richard Stephen Cooper and Margaret Ursula Nation Cooper	12335 Oak Brook Court Fort Myers, FL 33908	Lot 50, McGregor Woods, Unit 1, a Subdivision, according to the Plat thereof as recorded in Plat Book 32, Page(s) 146 through 148, inclusive, of the Public Records of Lee County, Florida
Byron L. Richey and Cynthia A. Richey	12338 Oak Brook Court Fort Myers, FL 33908	Lot 48, Unit 1, McGregor Woods, a Subdivision, according to the plat thereof, as recorded in Plat Book 32, at Pages 146 through 148, of the Public Records of Lee County, Florida
Galen A. Johnson and Sandra S. Johnson	12339 Oak Brook Court Fort Myers, FL 33908	Lot 49, Unit 1, McGREGOR WOODS, a subdivision according to the map or plat thereof as recorded in Plat Book 32, Pages 146 through 148, inclusive, of the Public Records of Lee County, Florida
Lawrence M. Fettig, Jr. and Rita Fettig	15791 San Antonio Court Fort Myers, FL 33908	Lot 15, McGregor Woods Unit I, according to the map or plat thereof, as recorded in Plat Book 32, Pages 146, 147 and 148, of the Public Records of Lee County, Florida
Milton F. Ohlman and Patrice E. Ohlman	15793 San Antonio Court Fort Myers, FL 33908	Lot 14, Unit 1, McGREGOR WOODS, a subdivision according to the plat thereof, as recorded in Plat Book 32, Pages 146 through 148, inclusive, of the Public Records of Lee County, Florida
Robert H. Omson, as Trustee of the Robert H. Omson Grantor's Revocable Trust	15794 San Antonio Court Fort Myers, FL 33908	Lot 16, McGREGOR WOODS UNIT 1, according to the map or plat thereof as recorded in Plat Book 32, Pages 146 through 148, of the Public Records of Lee County, Florida

McGREGOR WOODS HOMEOWNER'S ASSOCIATION, INC.

Owner Name	Property Address	Property Legal Description
Matthew L. Davis and Brenda C. Davis	15795 San Antonio Court Fort Myers, FL 33908	Lot 13, of that certain subdivision known as McGREGOR WOODS, Unit I, according to that map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 32, at Pages 146, 147 and 148
Earl Quenzel and Colleen C. Quenzel	15798 San Antonio Court Fort Myers, FL 33908	Lot 17, McGREGOR WOODS UNIT 1, according to the map or plat thereof as recorded in Plat Book 32, Pages 148, of the Public Records of Lee County, Florida
Francis M. Dames and Daniele Dames, as Trustees of the Francis M. Dames and Daniele Dames Declaration of Trust	15799 San Antonio Court Fort Myers, FL 33908	Lot 12, of that certain subdivision known as McGREGOR WOODS UNIT 1, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 32, at Pages 146-148
Mark M. Kramer and Denise Kramer	15804 San Antonio Court Fort Myers, FL 33908	Lot 18, in that certain subdivision known as McGREGOR WOODS, Unit 1, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court in and for Lee County, Florida, in Plat Book 32, Pages 146 through 148
Thomas S. Mohundro and Margaret C. Mohundro	15810 San Antonio Court Fort Myers, FL 33908	Lot 19, Unit 1, McGREGOR WOODS, a subdivision according to the plat thereof recorded at Plat Book 32, Pages 146 through 148, of the Public Records of Lee County, Florida
Joseph Michael Burns and Joan Irene Burns, as Co-Trustees of the Joseph Michael Burns and Joan Irene Burns Living Trust	15811 San Antonio Court Fort Myers, FL 33908	Lot 26 of that certain subdivision known as McGREGOR WOODS, Unit 1, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 32, Pages 146 through 148
David G. Torrance	15814 San Antonio Court Fort Myers, FL 33908	Lot 20, McGregor Woods, Unit 1, according to the plat thereof, as recorded in Plat Book 32, Pages 146-148, of the Public Records of Lee County, Florida
Thomas Paul Jackson and Susan Lynn Jackson	15815 San Antonio Court Fort Myers, FL 33908	Lot 25, Unit 1, McGregor Woods, according to the map or plat thereof, as recorded in Plat Book 32, Pages 146 through 148, inclusive, of the Public Records of Lee County, Florida
William D. Whitaker and Betty N. Whitaker	15820 San Antonio Court Fort Myers, FL 33908	Lots 21 and 22, McGREGOR WOODS, Unit 1, according to the plat thereof as recorded in Plat Book 32, Pages 146 through 148, of the Public Records of Lee County, Florida
Bernard G. Skelly, Jr. and Cynthia Skelly	15821 San Antonio Court Fort Myers, FL 33908	Lot 24, McGREGOR WOODS UNIT I, according to the plat thereof, recorded in Plat Book 32, Page(s) 146 through 148, inclusive, of the Public Records of Lee County, Florida

McGREGOR WOODS HOMEOWNER'S ASSOCIATION, INC.

Owner Name	Property Address	Property Legal Description
Michael A. Mallon and Claire M. Mallon	15825 San Antonio Court Fort Myers, FL 33908	Lot 23, McGregor Woods, Unit 1, a subdivision according to the plat thereof recorded in Plat Book 32, Page 146, of the Public Records of Lee County, Florida
Walter L. Zych and Catherin Zych	15779 Silverado Court Fort Myers, FL 33908	Lot 9 of that certain subdivision known as McGREGOR WOODS UNIT 1, according to the Map or Plat thereof on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 32, Page 146
Steven R. Whitley and Melissa P. Whitley	15783 Silverado Court Fort Myers, FL 33908	Lot 8 of that certain subdivision known as McGREGOR WOODS, Unit I, according to that map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 32, at Pages 146, 147 and 148
Eleanor E. Pearson, as Trustee of the Eleanor E. Pearson Revocable Trust	15784 Silverado Court Fort Myers, FL 33908	Lot 10, McGREGOR WOODS, Unit 1, according to the Plat thereof as recorded in Plat Book 32, Page(s) 146 to 148, of the Public Records of Lee County, Florida
James D. Loudermilk and Rosemarie Loudermilk	15788 Silverado Court Fort Myers, FL 33908	Lot 11, Unit 1, McGregor Woods, according to the map or plat thereof, as recorded in Plat Book 32, Page(s) 146 through 148, inclusive, of the Public Records of Lee County, Florida
David B. Nichols, as Trustee of the David B. Nichols Revocable Trust	15820 Silverado Court Fort Myers, FL 33908	Lot 29, of that certain subdivision known as McGREGOR WOODS, UNIT 1, according to that map or plat thereof as recorded in Plat Book 32, Pages 146 through 148, inclusive, of the Public Records of Lee County, Florida
Michael Zeiher and Elizabeth Webb	15838 Silverado Court Fort Myers, FL 33908	Lot 30, Unit 1, McGregor Woods, according to the plat thereof recorded in Plat Book 32, Pages 146, inclusive, of the Public Records of Lee County, Florida
Janice Z. Heligman	15839 Silverado Court Fort Myers, FL 33908	Lot 28, McGREGOR WOODS UNIT 1, a subdivision according to the plat thereof recorded at Plat Book 32, Pages 146 through 148, of the Public Records of Lee County, Florida
Charles D. Chiesa	15852 Silverado Court Fort Myers, FL 33908	Lot 31, McGregor Woods Unit I, according to the map or plat thereof, as recorded in Plat Book 32, Page(s) 146, 147 and 148, of the Public Records of Lee County, Florida
Maurice P. Morissette and Barbara Webber	15853 Silverado Court Fort Myers, FL 33908	Lot 37, McGregor Woods Unit I, according to the map or plat thereof, as recorded in Plat Book 32, Page(s) 146 through 148, inclusive, of the Public Records of Lee County, Florida
Gregg S. Truxton and T. Darlene Truxton	15864 Silverado Court Fort Myers, FL 33908	Lot 32, Unit 1, McGregor Woods, a Subdivision, according to the plat thereof recorded in Plat Book 32, Pages 146 through 148, of the Public Records of Lee County, Florida

McGREGOR WOODS HOMEOWNER'S ASSOCIATION, INC.

Owner Name	Property Address	Property Legal Description
Samuel A. Belcher IV and Violet M. Belcher, as Trustees of the Belcher Trust	15865 Silverado Court Fort Myers, FL 33908	Lot 36, Unit 1, McGREGOR WOODS, a Subdivision according to the plat thereof as recorded in Plat Book 32, at Pages 146 through 148, of the Public Records of Lee County, Florida
Timothy Leroy Stone and Ellen S. Stone	15868 Silverado Court Fort Myers, FL 33908	Lot 33, of that certain subdivision known as McGREGOR WOODS, Unit I, according to that map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 32, at Pages 146, 147 and 148
Michael DeFeo, as Trustee of the Michael DeFeo Revocable Trust	15869 Silverado Court Fort Myers, FL 33908	Lot 35, Unit 1, McGREGOR WOODS UNIT 1, a subdivision, according to the plat thereof, recorded in Plat Book 32, Pages 146 through 148, of the Public Records of Lee County, Florida
Fred L. Germann and Patricia J. Germann	15872 Silverado Court Fort Myers, FL 33908	Lot 34, McGregor Woods Unit 1, a subdivision according to the plat thereof recorded at Plat Book 32, Pages 146 through 148, inclusive, of the Public Records of Lee County, Florida
Robin Humphrey	15780 Symphony Court Fort Myers, FL 33908	Lot 94, Unit III, McGREGOR WOODS, a subdivision according to the plat thereof recorded in Plat Book 33, Page 130, of the Public Records of Lee County, Florida
Candace R. McCann, as Trustee of the Candace R. McCann Revocable Living Trust	15784 Symphony Court Fort Myers, FL 33908	Lot 95, McGREGOR WOODS, Unit III, according to the plat thereof recorded in Plat Book 33, Pages 129-130, of the Public Records of Lee County, Florida
Nicholas Melfi and Susanne M. Melfi	15788 Symphony Court Fort Myers, FL 33908	Lot 96, McGREGOR WOODS UNIT III, a subdivision according to the plat thereof as recorded in Plat Book 33, Pages 129 and 130, of the Public Records of Lee County, Florida
Bruce K. Drobnyk and Barbara B. Drobnyk	15792 Symphony Court Fort Myers, FL 33908	Lot 97, Unit III, McGregor Woods, a Subdivision according to the plat thereof, as recorded in Plat Book 33, at Pages 129 and 130, of the Public Records of Lee County, Florida
Eugene P. Carse and Lynda McHugh, as Trustees of the Eugene P. Carse and Lynda L. McHugh Joint Revocable Living Trust	15793 Symphony Court Fort Myers, FL 33908	Lot 93, McGregor Woods, Unit III, according to the map or plat thereof, as recorded in Plat Book 33, Page 130, of the Public Records of Lee County, Florida
Julie Ann Young Ford	15796 Symphony Court Fort Myers, FL 33908	Lot 98, Unit III of McGregor Woods, a Subdivision according to the plat thereof, as recorded in Plat Book 33, Pages 129 and 130, of the Public Records of Lee County, Florida
Portfield Family Limited Partnership	15797 Symphony Court Fort Myers, FL 33908	Lot 92, McGREGOR WOODS, UNIT III, a Subdivision according to the plat thereof as recorded in Plat Book 33, Pages 129 and 130, of the Public Records of Lee County, Florida