

DECLARATION OF COVENANTS AND RESTRICTIONS
MCGREGOR WOODS
UNIT I

9400
FF 1373 PG 112

This Declaration made this 29th day of August, 1979 by Mariner Properties, Inc., a Florida Corporation which declares that all real property hereinafter described which is owned by Mariner Properties, Inc., hereinafter sometimes referred to as McGregor Woods is and shall be held transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, liens (hereinafter referred to as "covenants and restrictions" or the "Declaration") hereinafter set forth.

ARTICLE I. DEFINITIONS:

The following words when used in this Declaration, unless the context shall prohibit, shall have the following meanings.

- A. "Association" shall mean or refer to McGregor Woods Homeowner's Association, Inc., a Florida corporation not for profit. This is the Declaration of Covenants and Restrictions to which the Articles of Incorporation and By-Laws of the Association make reference. Copies of the Articles and By-Laws are attached hereto and are made a part hereof as Exhibits A and B respectively.
- B. "Developer" shall mean or refer to Mariner Properties, Inc. a Florida Corporation, and its successors or assigns.
- C. "McGregor Woods or Property or Properties" shall mean or refer to all such existing properties and additions thereto as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof and shall include the real property described in said Article II.
- D. "Lot" shall mean or refer to any plot of land intended and subdivided for residential use shown on any subdivision map of the Properties together with any and all improvements thereon, platted in the Public Records of Lee County, Florida. The definition of a Lot shall include "Dwelling Unit" as defined below.
- E. "Owner" shall mean or refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Property, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgage or subsequent holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- F. "Common Area" shall mean or refer to those areas of real property designated as such on the recorded subdivision plats of the Properties or on any additions to the Properties. Said areas are intended to be devoted to the common use and enjoyment of the members of the Association and are not dedicated for use by the general public.
- G. "Dwelling Unit" shall mean a single family residence to include a single family structure designated as a condominium or such other designation where the intention is that it be used as a residence for a person or single family but be organized to provide for shared common area maintenance and ownership.

ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION:

Section 1: Legal Description. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Lee County, Florida and comprises all the parcels platted or unplatted within or upon the property legally described as MCGREGOR WOODS UNIT I as recorded in Plat Book 32, Pages 146 through 148, Public Records of Lee County, Florida.

Section 2: Platting and Subdivision Restrictions. The Developer shall be entitled at any time and from time to time to plat and/or replat all or any part of the Property and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property.

Section 3: Additions to the Properties by the Association. Annexation of additional property shall require the assent of two-thirds (2/3) of the Class A Members and two-thirds (2/3) of the Class B Members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxys entitled to cast sixty (60) percent of the votes of each class of membership constitute a quorum. If the required quorum is not forthcoming in any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3) of the Class A Membership or two-thirds (2/3) of the Class B Membership are not present in person or by proxy, members not present may give their written assent to the action taken thereon.

Section 4: Additions to the Properties by the Developer. If the Developer, its successors and assigns should develop additional lands within the area set forth on a certain map entitled "McGregor Woods - Property and Proposed Additions" dated July 1, 1979 and attached hereto as Exhibit C, such additional lands may be annexed to the Properties without the assent of the Class A Members. Such additional land shall be annexed to the Properties by the Developer filing a Declaration in the Public Records of Lee County, Florida, describing such additional land and stating that it is to be annexed to the Properties. Upon such filing, the additional land shall be subject to this Declaration in the same manner as the Property described in Section 1 above.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION:

Section 1: Membership. Every person who is a record Owner, as defined in Article I, of any Lot which is subject to this Declaration and to assessment by the Association shall be a Member of the Association.

Section 2: Voting Rights. The Association shall have two (2) classes of voting membership.

Class A. "Class A" Members shall be all Owners excepting the Developer and excepting any other person or entity which acquires title to all or a substantial portion of the Properties for the purpose of developing thereon a residential community. "Class A" Members shall be entitled to one (1) vote for each Lot in which they hold an interest required for membership by Section 1 of this Article III. When more than one (1) person holds such interest or interests in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B. "Class B" Members shall be the Developer, its successors and assigns. The "Class B" Membership shall be entitled to eight (8) votes for each Lot which it holds the interest required for membership by Article V provided that upon the happening of either of the following events, whichever first occurs, the Class B Membership shall cease and be converted to Class A Membership:

- a) When the total votes outstanding in the Class A Membership equal One Hundred Fifty (150), or
- b) August 1, 1989.

When a purchaser of an individual Lot takes title thereto from the Developer, he becomes a Class A Member and the Membership of the Developer, with respect to such Lot, shall cease.

ARTICLE IV. PROPERTY RIGHTS:

Section 1: Members Easement of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every Owner shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be pertinent to, and shall pass with, the title to every Lot.

Section 2: Title to Common Areas. The Developer hereby covenants for itself, its successors and assigns, that one year from the date of the conveyance of the first Lot, it will convey by General Warranty Deed fee title to the Common Areas to the Association, free and clear of all encumbrances and liens except those created by, or pursuant to, this Declaration, taxes for the year during which such conveyance is made and any easements required for the development of the Properties.

Section 3: Extent of Owners Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- a) The rights of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas and in aid thereof, to mortgage said Common Areas and the rights of such mortgagee and such properties shall be subordinate to the rights of the Owners hereunder.
- b) The right of the Association to take such steps as reasonably necessary to protect the above described properties against foreclosure.
- c) Provisions of this Declaration, any plat of all or any part of the Property and the Articles and By-Laws of the Association.
- d) Rules and Regulations governing use and enjoyment of the Common Area adopted by the Association.
- e) Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part of the Property.
- f) The right of the Developer and of the Association to grant and reserve easements and rights of way through, under, over and across the Common Area for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, fuel oil, cable TV and other utilities.

ARTICLE V. COVENANTS FOR MAINTENANCE ASSESSMENTS:

Section 1: Membership. Each Owner agrees to become a Member of the Association concurrent with the purchase of a Lot in McGregor Woods and to maintain his membership in good standing and be guided by the Rules and Regulations of the Association so long as he owns a Lot in the Properties.

Section 2: Purpose of Assessment. The annual and special assessments by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Properties and in particular for the improvement and maintenance of the Common Area and any easement in favor of the Association including but not limited to the cost of taxes, insurance, labor, equipment, materials, management, maintenance, and supervision thereof, as well as for such other purposes as are permissible activities of and undertaken by the Association.

Section 3: Annual Assessment. Except as hereinafter provided, the annual assessment, excluding any special assessment for capital improvements or repair, shall not exceed Three Hundred Dollars (\$300.00) per year starting January 1, 1980. The Board of Directors of the Association shall fix the assessments which shall be in amounts determined in accordance with the projected financial needs of the Association. From and after January 1, 1981, this annual payment may be increased each year by the percentage of increase in the consumer price index for the previous year, or up to fifteen (15) percent of the maximum authorized payment for the previous year without regard for the consumer price index and without a vote of the Homeowner's Association. The fee may be increased beyond the higher of either of these levels with approval of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which must be sent to all Members of the Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 4: Common Areas. Common Areas covered by annual maintenance assessment shall include, but not be limited to, the clubhouse, common walkways, entry, green areas, easements, tennis courts, swimming pool, and lake which will be owned and maintained by the Association for the private use and benefit of the Owners. It shall be understood that additional platted subdivisions as shown on the map attached hereto and designated Exhibit C, may be added which will share the common areas, including the expense for maintenance thereof.

Section 5: Lien and Personal Obligations of Assessments. Each Owner, with the exception of the Developer, shall hereby covenant and agree to pay the Association any annual assessment or charges and any special assessments for capital improvements or repair as established and to be collected from time to time by the Association. All such assessments together with interest thereon from the due date at the highest rate allowed by the laws of the State of Florida but not more than eighteen (18) percent per annum and cost of collection thereof, including reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the Lot or Lots against which each such assessment is made and shall also be the personal obligation of the Owner. Nonpayment shall also result in denial of the use of the common facilities by the property Owner. No Owner, however, may waive or otherwise escape liability for the assessments provided for herein by non use of the Common Area or by abandonment.

Section 6: Uniform Rate of Assessment. All regular and special assessments shall be at a uniform rate for each Lot in McGregor Woods regardless of size, location, or selling price.

Section 7: Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this Declaration, the Association, through its duly authorized employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or the exterior improvements thereon at reasonable hours for the purpose of maintenance of any of the common facilities.

ARTICLE VI. LAND USE:

Section 1. The Properties shall be used exclusively for single family residence purposes and approved utilities and amenities except for the following tracts described on Exhibit "C".

- Tract A and Tract G may be used for single family dwellings at a density of not more than 6 units per acre.
- Tract B shall be Common Area used for recreational facilities.
- Tracts C, D, and E shall be reserved as green areas for passive recreation purposes and be part of the Common Area.
- Tract F shall be used as a lake and be part of the Common Area.
- The Developer plans to provide an off-site central sewerage treatment facility. In the event this facility can not be secured, Developer reserves the right to use Tract A or B of the Properties as the site for a central sewerage treatment facility, and reserves to itself an easement for the purpose of construction and perpetual maintenance of the facility.

Section 2. No unlawful, improper or immoral use shall be made of any Lot nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood or Owner therein. No poultry or livestock or any animals of any kind shall be raised, kept, bred or maintained except that the dogs, cats, or other household pets may be provided that they are not kept, bred, or maintained for any commercial purpose and provided further that they shall be maintained on a leash at all times.

Section 3. No trailer, tent, barracks, or other type of temporary structure of any kind shall be placed or permitted on any Lot at any time. This provision shall not apply to the Developer or any Owner during the course of construction of the dwellings, amenities, utilities, or other general improvements. No structure of any type not attached to the main dwelling shall be permitted except as allowed by the ARB as defined in Article VII hereof.

Section 4. No trade or business shall be conducted on any Lot provided, however, that the Developer, its nominees or assigns, reserves the right to designate one (1) or more Lot for the maintenance of a real estate sales office, general business office or model homes during the course of sales activities in the community.

ARTICLE VII. ARCHITECTURAL CONTROL:

Section 1: Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board ("ARB") which shall consist of five members who need not be members of the Association and who shall be appointed by and serve at the pleasure of the Board of Directors of the Association. The Board shall appoint at least one Architect or Building Contractor to the ARB. The majority of the ARB shall constitute a quorum to transact business at any meetings. Any vacancy occurring on the ARB shall be filled by the Board of Directors.

Section 2: Necessity of Architectural Review and Approval. In the interest of creating a uniform quality community, the Association reserves the right to approve or disapprove any improvement or structure of any kind including without limitation any building, fence, wall, swimming pool, tennis court, screen enclosure, mail box, boat docks, boat pilings, site lights, or any other improvement or change or modification thereto, including the color; the construction, erection, performance, or placement of which is proposed upon any Lot in McGregor Woods and to approve or disapprove any additions, changes, modifications, or alterations thereto including the removal of any major vegetation. The Architectural Planning Criteria of the Association, attached hereto as Exhibit D, shall serve as a guide to development of Lots in McGregor Woods and is not intended to limit the power or authority of the ARB and the Association to control such development. The ARB shall be permitted to employ aesthetic values in making its determinations.

Section 3: Powers and Duties of the ARB. The ARB shall have the following powers and duties:

- A. To recommend from time to time to the Board of Directors of the Association modifications or amendments to the Architectural Planning Criteria. Such modifications 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 and the Developer until all Lots shall be deeded by the Developer.
- B. To require submission to the ARB of two complete sets of all plans and specifications for any improvements or structure of any kind on any Lot in McGregor Woods, including a specific site plan showing the location of the house, other improvements, and any major vegetation to be removed. The ARB may also require submission of samples of building materials proposed for use on any Lot or any other additional information as reasonably necessary for the ARB to completely evaluate the proposed structural improvement in accordance with this Declaration and the Architectural Planning Criteria.
- C. To adopt a schedule of reasonable fees for processing requests for ARB approval of improvements. Such fees, if any, shall be payable to the ARB at the time the plans and specifications are submitted to the ARB to help defray costs in administering the Architectural Planning Criteria.

- D. Any person desiring approval of any plans or specifications shall submit the same addressed to the "ARCHITECTURAL REVIEW BOARD," MCGREGOR WOODS, Post Office Box 168, Sanibel Island, Florida 33957 (or at such other address as the Board may designate). Approval or disapproval by the ARCHITECTURAL REVIEW BOARD shall only be evidenced by a written instrument executed by at least one (1) member of the Board, provided, however, that should the Board fail to act upon any submission to it within thirty (30) days from the receipt thereof by the Board, such inaction shall be deemed approval of the submission. In the event that the Board disapproves any proposed structure or exterior additional change or alteration, the Board shall state with specificity the reasons for the disapproval.

ARTICLE VIII. RESTRICTIONS:

Section 1: Antenna. No aerial or antenna shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building in McGregor Woods without the written approval of the ARB, it being the intent that such service shall be provided by cable television.

Section 2: Boats and Motor Vehicles. No boats, recreational vehicles, trucks or other non passenger motor vehicles shall be placed, parked, or stored upon any portion of a Lot nor shall any maintenance or repair be performed on any boat or motor vehicle upon any Lot except where totally isolated from public view.

Section 3: Trees. No tree or shrub, the trunk of which exceeds four inches in diameter shall be cut down or otherwise destroyed without the prior expressed written consent of the ARB.

Section 4: Artificial Vegetation. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot unless approved by the ARB.

Section 5: Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind it being the intention hereof that all such facilities shall be provided within the building to be constructed on a Lot or behind a screened area to be approved by the ARB.

Section 6: Landscaping. A basic landscaping plan for each home must be submitted to and approved by the ARB. All shrubs, trees, grass, and planting of every kind shall be kept well maintained, properly cultivated, and free of trash and other unsightly material. Landscaping as approved by the ARB shall be installed no later than sixty (60) days following occupancy of, or completion of, any building, whichever occurs first. All portions of Lots not improved with structures or paving shall be kept as lawns or grass, except those portions planted with trees, shrubs, bushes and other plantings. In addition, all lands forming portions of a public right-of-way between the boundary of a Lot and the pavement installed within the right-of-way, shall be grassed by the adjacent and abutting Owner and maintained by him as a portion of his lawn. Rock or gravel yards are prohibited.

Section 7: Parking and Garage Areas. Adequate offstreet parking must be provided for all residential units. Single family residential units must provide at least a two (2) car garage plus additional offstreet parking areas for at least two (2) automobiles unless otherwise approved by the ARB.

Section 8: Service, Screening, Storage Areas. Garbage and refuse shall be placed in suitable containers which shall be concealed and contained within buildings or shall be concealed by means of a screening wall or materials similar to and compatible with that of the building or buildings on the Lot or shall be concealed by sufficient landscaping to provide a permanent screen at all times of the year. Unless specifically approved by the ARB, no materials, supplies, or equipment shall be stored on any Lot except inside a closed building or behind a visual barrier which shall screen such areas so that they are not visible from neighboring streets or Lots or Common Areas.

Section 9: Storage Tanks. No above ground storage tanks, including but not limited to, those used for storage of water, gasoline, oil, or other liquid or gas shall be permitted on the Lot outside of the building except as approved by the ARB.

Section 10: Signs. No commercial signs of any kind including "For Rent" or "For Sale" or other similar signs may be erected on any Lot larger than six (6) square feet without written approval of the ARB or as may be required by legal proceedings, it being understood that the ARB will not grant permission for said larger signs unless their erection is reasonably necessary to avert serious hardship to Owners. The provisions of Section 10 shall not be applicable to the Developer during the time it owns one (1) or more Lots in the Properties.

Section 11: Exterior Materials and Colors. Finish building materials shall be applied to all sides of the exteriors of the buildings. Colors should be harmonious and compatible with colors of natural surrounding and other adjacent buildings. The ARB shall have the sole right to approve or disapprove materials and colors so controlled and may make such decisions on purely aesthetic grounds, based solely on its own judgement.

Section 12: Nuisances. No unsightly growth shall be permitted to grow or remain upon any Lot and no refuse pile or any other unsightly object shall be allowed to be placed or remain anywhere thereon. In the event any Owner shall fail or refuse after a thirty (30) day notice mailed to his last known address to keep his Lot free of such unsightly growths or objects, then the Association may enter upon said Lot and remove the same at the expense of the Owner and such entries shall not be deemed a trespass. Said expense shall be added to and become part of the assessment to which said Lot is subject.

Section 13: Mineral Exploration. The Properties shall not be used in any manner to explore for or use commercially any water or other hydrocarbons, minerals of any kind, gravel, earth, soil, or any other such substances located in or under the ground.

Section 14: Building Exterior. All windows, porches, balconies, and exteriors of all buildings on any Lot shall at all times be maintained in a neat and orderly manner. Exterior of all homes and other structures must be completed within one (1) year after construction is commenced, except where such completion would result in great hardship to the Owner due to strikes, fires or natural calamities. No hurricane or storm shutters shall be installed except as approved by the ARB.

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Section 15: Motor Boats. In order to preserve the tranquility of the community, there shall be no motor driven boats allowed in the lake with the exception of those driven by an electric motor not to exceed three (3) horsepower in size. This provision shall not apply to boats used to maintain the lake area.

Section 16: Filling of Lots. No Lot which abuts any waterway or Common Area shall be altered in size by filling nor excavating of such waterway or Common Area. No fill may be placed on any Lot without prior approval of the ARB.

Section 17: Docks. Small fishing dock areas may be constructed on Lots with the approval of the ARB, the intent of this provision being to preserve the aesthetic qualities of the lake front properties by precluding construction of large dock structures which would be out of scale with the overall design of the Properties.

Section 18: Multiple Lots and Subdividing. Two or more adjacent Lots may be used as a single building site with the approval of the ARB. However, such a site may not be subdivided without the written consent of the Developer, and no single Lot may be subdivided under any circumstances except that the Developer may do so as part of modifying or amending the subdivision plat of the Properties.

Section 19: Minimum Building Elevation. The first living floor of any building shall be at the minimum requirement to conform with then existing Federal Flood Insurance Regulations, but not less than 11.0 feet above mean sea level. The recreation building may be built below 11.0 as long as it is in compliance with current flood regulations. Buildings will be elevated on suitable sub-structure compatible with the design of the home and ARB shall have the authority to restrict the height above sea level to which the ridge of the roof or any element of the building excluding chimneys, flues, and vents on the particular Lots may extend. The purpose of such height restriction is to preserve views and aesthetics for the overall benefit of the community. All second floor rooms shall be within the normal single story roof enclosure. No structure shall exceed twenty-five (25) feet above the finished first floor elevation at the topmost point of the roofline. Glazed openings on second floor rooms shall be limited to clerestory or dormer type windows.

Section 20: Utilities and Easements. A six (6) foot easement and right of way is expressly reserved along the side Lot lines of all Lots to permit the construction and maintenance by the Developer, its successors and assigns and/or public utility companies of water, gas, drainage, telephone and other services of like nature.

Owners may not grant easements on their Lots without written consent and approval of the Developer.

Section 21: Right to Repurchase. No Lot and no interest therein upon which a single family residence has not been constructed and a certificate of occupancy issued (an "unimproved lot") shall be sold or transferred unless and until the Owner of such unimproved Lot shall have first offered to sell such lot to Developer and Developer has waived in writing his right to purchase said unimproved Lot. The unimproved Lot shall be offered for sale to the Developer at the same price at which the highest bona fide offer has been made for the unimproved Lot. The Developer shall have fifteen (15) days within which to exercise its option to purchase said unimproved Lot at this price. Should the Developer fail or refuse within fifteen (15) days after receipt of written notice of the price and terms to exercise its option to purchase at the offered price, then the Owner shall have the right to sell said unimproved Lot subject, however, to the provisions of this Declaration at a price not lower than that at which it was offered to the Developer.

Section 22: Construction in Progress - Time Limit. When the construction of any building is once begun work must be pursued diligently and completed within one year. If for any reason work is discontinued and there is no substantial progress toward completion for a continuous thirty (30) day period then the Developer shall have the right to notify the owner of record of the premises of its intentions herein, invade the premises and take such steps as might be required to correct an undesirable appearance; the reason for such correction shall be solely at the discretion of the Developer and may include but not be limited to aesthetic grounds. The owner in fact of the property shall be liable for all costs incurred in such action and the total costs hereof will be a lien on the property herein conveyed.

Section 23: Violation of Restrictions. The Association, or any Owner, shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violation, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Association shall be chargeable to the Owner of the Lot violating these covenants and restrictions shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder.

Section 24: Nonenforcement and Invalidation. Failure to enforce any of the foregoing restrictions shall not be deemed waiver to the right to do so thereafter and the invalidation of any one or more of the said restrictions by judgement of court order shall in no way affect any of the remaining of the restrictions and covenants which shall remain in full force and effect.

Section 25: Duration of Restrictions and Right to Modify. It is the intention of this Declaration that upon any additions to the Properties by the Developer pursuant to Article II, Section 4, the Developers voting rights pursuant to Article III, Section 2, will be increased to reflect the addition of additional Lots by reason of the increased number of Lots making up the Properties. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, until December 31, 1999, unless otherwise expressly limited herein, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Unless specifically prohibited herein, this Declaration may be amended by an instrument signed by Owners holding not less than ninety per cent (90%) of the votes of each class of membership at any time until December 31, 1999 and thereafter by an instrument signed by the Owners holding not less than two-thirds (2/3) of the votes of each class of membership. The Developer may modify any of these restrictions prior to the time the first Lot is sold. Further, until all Lots are sold, these restrictions may be modified by the Developer provided that there may not be an amendment to Article V, Section 3 unless it is approved by a vote of a majority of each class of the Membership. Any amendment must be properly recorded to be effective.

Section 26: Exempt Property. The following areas of the Property shall be exempt from the assessments, charge, and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use, (b) all Common Area, (c) all properties exempt from taxation by the laws of the State of Florida, upon and to the extent of such legal exemption as such exemption may exist from time to time, and (d) any Lot held in the name of Developer, MARINER PROPERTIES, INC.

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IN WITNESS WHEREOF, the undersigned being the Developer herein, has caused its seal to be hereunto affixed and these presents to be signed by its officer thereunto duly authorized the day and year first above written.

MARINER PROPERTIES, INC.

By: Allen G. Ten Broek
President

ATTEST:

[Signature]
Asst. Secretary

STATE OF FLORIDA)
) SS.:
COUNTY OF LEE)

I hereby certify that on this day before me Gloria Brown, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Allen G. Ten Broek to me known to be the person described in and who executed the foregoing instrument as president of the corporation named therein, and acknowledged before me that he executed the same as such officer in the name of and on behalf of said corporation.

Witness my hand and official seal in the county and state last aforesaid this 29th day of July, 1979.

Gloria A. Brown
Notary Public



This instrument was prepared by Robert E. Dady, Esquire, of Mann and Dady, P.A., 1438 Brickell Avenue, Miami, Florida 33131.

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EXHIBIT A
ARTICLES OF INCORPORATION
OF
MCGREGOR WOODS HOMEOWNER'S ASSOCIATION, INC.
(A Not-For-Profit Corporation)

THE UNDERSIGNED HEREBY ASSOCIATE THEMSELVES FOR THE PURPOSE OF FORMING A CORPORATION NOT-FOR-PROFIT UNDER AND PURSUANT TO CHAPTER 617, FLORIDA STATUTES, 1977, AND DO HEREBY CERTIFY AS FOLLOWS:

ARTICLE 1

NAME

The name of this Corporation shall be MCGREGOR WOODS HOMEOWNER'S ASSOCIATION, INC., and shall have its initial principal place of business at 2075 Periwinkle Way, #10, Sanibel, Florida 33957, Lee County, Florida. For convenience, the Corporation shall be herein referred to as the "Association".

ARTICLE 2

PURPOSE

2.1 The purpose for which the Association is organized is to provide an entity pursuant to the Declaration of Covenants and Restrictions ("Declaration") of MCGREGOR WOODS UNIT I, dated August 29, 1979 and recorded or to be recorded in the Public Records of Lee County, Florida, and any amendments or supplements thereto, for the purpose of carrying out the duties, responsibilities and liabilities established in said Declaration.

2.2 All capitalized words or terms used herein shall have the meaning proscribed for them in the Declaration unless the context otherwise provides.

2.3 The Association shall make no distribution of income to its Members, directors or officers.

ARTICLE 3

POWERS

The powers of the Association shall include and be governed by the following provisions:

3.1 The Association shall have all of the common-law and statutory powers of a corporation not-for-profit not in conflict with the terms of these Articles, including, but not limited to, the following:

- a. To make and collect assessments against Members to defray the costs, expenses and losses of the Association.
- b. To use the proceeds of assessments in the exercise of its powers and duties.
- c. The maintenance, repair, replacement and operation of the Common Area.
- d. The purchase of insurance upon the Common Area and insurance for the protection of the Association.

e. The reconstruction of improvements after casualty and the further improvements of the Common Area.

f. To make and amend reasonable regulations with respect to the use of the Common Area and other business of the Association pursuant to the Declaration, provided, however, that all such amendments to the regulations which shall not become effective until approved by not less than sixty six and two thirds percent ($66 \frac{2}{3}\%$) of the votes of the entire Membership of the Association.

g. To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws of the Association and the Regulations for the use of the Common Area.

h. To contract for the management of the Common Area, to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration to have approval of the Board of Directors or the Membership of the Association.

i. To contract for the management or operation of portions of the Common Area susceptible to separate management or operation, and to lease portions of the Common Area as may be required for the best interests of the Association.

j. To employ personnel to perform the services required for the proper operation of the Common Area.

3.2 All funds and the title of all properties acquired by the Association and their proceeds shall be held in trust for the Members in accordance with the provisions of these Articles of Incorporation and the Bylaws.

ARTICLE 4

MEMBERS

4.1 The Members of the Association shall consist of all Owners who become Members pursuant to the terms of the Declaration.

4.2 Change of membership in the Association shall be established by recording in the Public Records of Lee County, Florida, a deed or other instrument establishing a record title to a Lot in the Property and the delivery to the Association of a certified copy of such instrument. The Owner designated as the grantee of the Lot by such instrument thus becomes a Member of the Association and the membership of the prior Member is thereby terminated.

4.3 The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance of his Lot.

4.4 Owners (if there be more than one) of each Lot, shall collectively be entitled to one (1) vote, and the person entitled to cast such vote shall be determined as follows:

A statement must be filed with the Secretary of the Association in writing, signed under oath by all Owners with an interest in a Lot and shall state:

a. The respective percentage interest of every person (as recorded in the Public Records of Lee County, Florida) owning a vested present interest in the fee title of the Lot in which the affiant owns an interest.

b. One of the owners of the Lot in which the affiant owns an interest is to represent all of the Owners of that Lot at membership meetings and cast the vote to which they are entitled. The person so designated by the persons owning the majority interest in a Lot shall be the only Member owning an interest in that Lot eligible to cast the vote for said Lot at membership meetings. The person designated to vote may continue to cast the binding vote for all Members owning an interest in the Lot in which he owns an interest until such time as another person is properly designated to vote by those Members owning the majority interest by a similar written statement filed with the Secretary.

A corporation or any individual with an interest in more than one (1) Lot may be designated to vote for each Lot in which he owns an interest. Failure by Owners of a Lot to file such statement under oath with the Secretary prior to a meeting of the Membership will result in depriving the Members with an interest in such Lot of a vote at such meeting.

ARTICLE 5

DIRECTORS

5.1 The affairs of the Association will be managed by a Board consisting of the number of Directors determined by the Bylaws but not less than five (5) Directors, and in the absence of such determination shall consist of five (5) Directors. Directors need not be Members of the Association.

5.2 Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws, and shall continue to serve until their successors have been elected and qualified. Directors may be removed for good cause shown and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

5.3 The names and addresses of the Members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or unless removed for cause, are as follows:

<u>DIRECTORS</u>	<u>ADDRESSES</u>
Allen G. Ten Broek	2075 Periwinkle Way, #10 Sanibel, Florida 33957
Timothy R. Bogott	2075 Periwinkle Way, #10 Sanibel, Florida 33957
Robert C. Rauschenberger	Post Office Box 168 Sanibel, Florida 33957
James M. Osborne	Post Office Box 168 Sanibel, Florida 33957
Raymond A. Pavelka	2075 Periwinkle Way, #10 Sanibel, Florida 33957

ARTICLE 6

OFFICERS

The affairs of the Association shall be administered by the Officers designated by 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 of Directors. The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>DIRECTORS</u>	<u>TITLE</u>	<u>ADDRESSES</u>
Allen G. Ten Broek	President	2075 Periwinkle Way, #10 Sanibel, Florida 33957
Robert C. Rauschenberger	Vice President	Post Office Box 168 Sanibel, Florida 33957
James M. Osborne	Secretary/ Treasurer	Post Office Box 168 Sanibel, Florida 33957

ARTICLE 7

INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which Director or Officer may be entitled pursuant to Florida law or by agreement with any other party.

ARTICLE 8

AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

8.1 Written notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered and such notice shall be delivered to each Member at least twenty (20) days prior to the meeting.

8.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by Members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing providing such approval is delivered to the Secretary at or prior to the meeting.

a. Such approvals must be by not less than sixty six and two thirds percent (66 2/3%) of the votes of the entire Membership of the Association for adoption of as otherwise provided in the Declaration, which shall govern in event there is a conflict with these Articles or the Bylaws.

8.3 No amendment shall make any changes in the qualifications for membership nor the voting rights of Members without approval in writing by all Members of each class of Membership and the joinder of all record owners of mortgages upon all Lots. No amendment shall be made that is in conflict with applicable law or the Declaration.

8.4 A copy of each amendment shall be certified by the Secretary of State and be recorded in the Public Records of Lee County, Florida.

ARTICLE 9

TERM

The term of the Association shall be perpetual.

ARTICLE 10

SUBSCRIBERS

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

<u>SUBSCRIBERS</u>	<u>ADDRESSES</u>
Allen G. Ten Broek	2075 Periwinkle Way, #10 Sanibel, Florida 33957
Robert C. Rauschenberger	Post Office Box 168 Sanibel, Florida 33957
James M. Osborne	Post Office Box 168 Sanibel, Florida 33957
Timothy R. Bogott	2075 Periwinkle Way, #10 Sanibel, Florida 33957
Raymond A. Pavelka	2075 Periwinkle Way, #10 Sanibel, Florida 33957

ARTICLE 11

CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

11.1 Each Owner in MCGREGOR WOODS shall pay to the Association his prorata share of: (1) annual assessments or charges, and (2) special assessments for repairs and improvements, all such assessments or charges to be fixed, established and collected from time to time provided in the Declaration. Each such assessment, together with such interest thereon and cost of collection thereof as is provided in the Declaration, shall also be the personal obligation of the Owners of each Lot at the date when the assessment becomes payable. Assessments shall be prorated to each Lot by dividing the total assessment to be collected for improvements, maintenance or charges by the total number of Lots in the Properties.

11.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners' uses and enjoyment of the Common Area and any structures thereon, including but not limited to the payment of taxes and insurance thereon, and the improvement, maintenance, repair, replacement, and additions thereon and thereto.

11.3 The Board of Directors of the Association may, after consideration of current maintenance costs and future need of the Association, fix the actual assessments for any year at a lesser amount than previous assessments.

11.4 Special Assessments for Capital Improvements. In addition to annual assessments, the Association may levy in any assessment year a special assessment applicable to the year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall be approved by a vote of the Membership as provided for in the Declaration.

11.5 Date of Commencement of Annual and Special Assessments: Due Dates. The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association.

The first annual assessment shall be made for the balance of the then calendar year in which it is made and shall become due and payable on the day fixed for commencement by the Board of Directors. Each assessment thereafter shall be for the calendar year and shall be payable on the date selected by the Board of Directors. In the event additional Lots and/or Common Area are added to the Properties the Board may fix an assessment applicable to those added Lots that is prorated dependent upon the amount of days remaining in the calendar year during which such Lots and/or Common Areas were added to the Properties. Thereafter all Lots will be assessed in the same manner and pay their respective shares of assessments.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment as provided in the Declaration and shall be paid on the date provided by the Board of Directors.

11.6 Effect of Nonpayment of Assessment: The Personal Obligation of the Owner, the Lien; Remedies of Association. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with interest thereon, become a continuing lien on the Lot which shall run with the land. The personal obligation of the then Owner to pay such assessment shall not be affected by any conveyance or transfer of title to said Lot.

If the assessment remains unpaid thirty (30) days after its due date, the assessment shall bear interest from the due date at the rate provided in the Declaration. The Association may bring an action at law against the Owner personally obligated to pay the

same and/or to foreclose the lien against the Lot, and there shall be added to the amount of such assessment the costs of collecting the same or foreclosing the lien thereof, including reasonable counsel fees.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Sanibel, Florida, this 29th day of August, A.D., 1979.

Allen G. Ten Broek
James M. Osborne
Raymond A. Pavelka
Timothy R. Bogott
Robert C. Rauschenberger

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY that on this 29th day of August, A.D., 1979, before me the undersigned authority personally appeared Allen G. Ten Broek, James M. Osborne, Raymond A. Pavelka, Timothy R. Bogott, Robert C. Rauschenberger, to me known to be the person described in and who executed the foregoing Articles of Incorporation, and acknowledged before me that they made and subscribed the same for the uses and purposes therein mentioned and set forth.

WITNESS my hand and official seal at Sanibel, said County and State, the day and year above written.

John Seceri
Notary Public - State of Florida

MY COMMISSION EXPIRES OCT 17, 1979

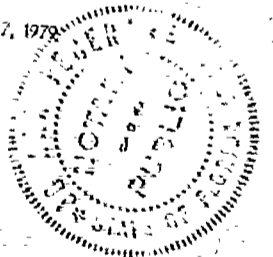


EXHIBIT B
BY-LAWS
OF
MCGREGOR WOODS HOMEOWNER'S ASSOCIATION, INC.
(A Corporation Not-For-Profit)

ARTICLE ONE
ORGANIZATION

- 1) The name of this organization shall be MCGREGOR WOODS HOMEOWNER'S ASSOCIATION, INC.
- 2) The organization shall have a seal which shall be in the following form:



- 3) The organization may at its pleasure by a vote of the membership body change its name.
- 4) All capitalized words or terms used herein shall have the meaning proscribed for them in the Declaration of Covenants and Restrictions ("Declaration") dated August 29, 1979 and recorded, or to be recorded, in the Public Records of Lee County, Florida, and any amendments or supplements thereto.
- 5) The principal office of the Association shall be located at 2075 Periwinkle Way, #10, Sanibel, Florida 33957.

ARTICLE TWO

MEMBERSHIP AND VOTING

Any voting rights of the Membership of the Association shall be determined by the provision of the Declaration and the Articles of Incorporation of the Association.

ARTICLE THREE

MEETINGS

The annual membership meeting of the Association shall be held each year on the second Tuesday of March or such other date established by the Board of Directors. The Secretary shall cause to be mailed to every Member in good standing at his address as it appears in the Membership roll book of the Association a notice stating the time and place of such annual meeting not less than fifteen (15) days prior to the meeting.

Unless otherwise provided in the Declaration of the Articles of Incorporation ("Articles"), the presence of not less than fifty percent (50%) of the votes of the Membership either in person or by proxy shall constitute a quorum and shall be necessary to conduct the business of the Association, but a lesser number may adjourn the meeting for a period of not more than four (4) weeks from the date scheduled and the Secretary shall cause a notice of this scheduled meeting to be sent to all those Members who were not present at the meeting originally called. A quorum as herein before set forth shall be required at any adjourned meeting.

Special Meetings of the Association may be called by the President or a majority of the Board of Directors when they deem it to be in the best interest of the Association. Notices of such meetings shall be mailed to all Members at their addresses as they appear in the Membership roll book at least fifteen (15) days before the scheduled date set for such special meeting. Such notice shall state the reasons that such meeting has been called, the business to be transacted at such meeting and by whom called.

At the request of eighty percent (80%) of the total votes of the Membership, the President shall cause a special meeting to be called, but such request must be made in writing at least twenty (20) days before the requested meeting date.

No other business but that specified in the notice may be transacted at such special meeting without the unanimous consent of all present at such meeting.

ARTICLE FOUR

ORDER OF BUSINESS

1. Roll Call.
2. Reading of the minutes of the preceding meeting.
3. Reports of Committees.
4. Reports of Officers.
5. Old and Unfinished Business.
6. New Business.
7. Adjournment.

ARTICLE FIVE

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of five (5) Directors who need not be Members of the Association. The initial Board of Directors shall consist of five (5) Directors who shall hold office until the election of their successors for the terms stated below. Beginning with the first annual meeting to be held March 11, 1980, the Members at each annual meeting, shall elect in turn, Class A, B and C Directors each class for a term of three (3) years.

The names and addresses of those persons who are to act as Directors until the election of their successors and their terms of office are:

To serve until the first annual meeting to be held March, 1980, Class A Directors:

<u>DIRECTORS</u>	<u>ADDRESSES</u>
Allen G. Ten Broek	2075 Periwinkle Way, #10 Sanibel, Florida 33957
Timothy R. Bogott	2075 Periwinkle Way, #10 Sanibel, Florida 33957

To serve until the next succeeding annual meeting, Class B Directors:

Robert C. Rauschenberger	Post Office Box 168 Sanibel, Florida 33957
James M. Osborne	Post Office Box 168 Sanibel, Florida 33957

To serve until the next succeeding annual meeting, Class C Directors:

Raymond A. Pavelka	2075 Periwinkle Way, #10 Sanibel, Florida 33957
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A. In the event that a majority of the votes of the Membership does not provide otherwise, the business of the Association shall be managed by the Board of Directors of the Association. The use of the phrase "whole Board" herein refers to the total number of Directors which the Association would have if there were no vacancies.

B. A Director need not be a Member, a citizen of the United States, or a resident of the State of Florida. The number of Directors constituting the whole Board shall be fixed from time to time by action of the Membership. The number of Directors may be increased or decreased by action of the Membership.

C. The first Board of Directors elected hereafter shall hold office until the next annual meeting of the Membership and until their successors have been elected and qualified or until their earlier resignation or removal. Thereafter, Directors who are elected in the interim to fill vacancies and newly created Directorships, shall hold office until the next annual meeting of

Membership and until their successors have been elected and qualified, or until their earlier resignation or removal.

D. In the interim, between annual meetings of the Membership or of special meetings of the Membership, called for the election of Directors and/or for the removal of one or more Directors and for the filling of any vacancy in that connection, newly created Directorships and any vacancies in the Board of Directors, including vacancies resulting from the removal of Directors for cause, may be filled by the vote of a majority of the remaining Directors then in office, although less than a quorum, or by the sole remaining Director.

E. Any Director of the Association may resign at any time by giving his resignation to the President or Vice President or the Secretary. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

F. The Board of Directors shall have the control and general management of the affairs and business of the Association. Such Directors shall in all cases act as a Board, regularly convened, by majority, and they may adopt such rules and regulations for the conduct of their meetings and the management of the Association as they may deem proper.

1. Meetings shall be held at such time as the Board of Directors shall fix, except that the first meeting of a newly elected Board shall be held as soon after its election as the Directors may conveniently assemble.

2. The meetings shall be held at such place within or without the State of Florida as shall be fixed by the Board.

3. No call shall be required for regular meetings for which the time and place have been fixed. Special meetings may be called by or at the direction of the Chairman of the Board, if any, the Vice Chairman of the Board, if any, or the President, or of a majority of the Directors in office.

4. No notice shall be required for regular meetings for which the time and place have been fixed. Written, oral, or any other manner of notice of the time and place shall be given for special meetings in sufficient time for the convenient assembly of the Directors thereat. The notice of any meeting need not specify the purpose of the meeting. Any requirement of furnishing a notice shall be waived by any Director who signs a written waiver of notice before or after the time stated therein. Notice of time and place shall be given for special meetings in sufficient time for the convenient assembly of the Directors thereat.

5. A majority of the whole Board shall constitute a quorum except when a vacancy or vacancies prevent such majority, whereupon a majority of the Directors in office shall constitute a quorum, provided that such majority shall constitute at least one third (1/3) of the whole Board. A majority of the Directors present, may adjourn a meeting to another time and place. Except as herein otherwise provided by the laws of the State of Florida, the act of the Board shall be the act by vote of a majority of the Directors present at a meeting of such Board or committee if a

conference telephone call or similar communications equipment is used by means of which all persons participating in the meeting can hear each other. The quorum and voting provisions herein stated shall not be construed as conflicting with any provisions of the laws of the State of Florida and these Bylaws which govern a meeting of Directors held to fill the vacancies and newly created Directorships in the Board.

6. The Chairman of the Board, if any, and if present and acting, shall preside at all meetings. Otherwise, the Vice Chairman of the Board, if any, and if present and acting, or the President, if present and acting, or any other Director chosen by the Board, shall preside.

H. Any or all of the Directors may be removed for cause, at any time by vote of the Membership holding a majority of the stock, at any special meeting called for that purpose. One or more of the Directors may be removed for cause by the Board of Directors.

I. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of two (2) or more of the Directors of the Association. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified members at any meeting of the committee. Any such committee, to the extent provided in the resolution of the Board of Directors in the management of the business and affairs of the Association, may authorize the seal of the Association to be affixed to all papers which may require it. In the absence of any disqualification of any member of any such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

J. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

ARTICLE SIX

OFFICERS

The Directors shall elect a President, who shall be a Director, a Secretary, and a Treasurer, and may elect a Chairman of the Board of Directors, a Vice Chairman thereof, and one or more Vice Presidents, Assistant Secretaries, and Assistant Treasurers, and may elect or appoint such other officers and agents as are desired. Any number of offices may be held by the same person and failure to elect a President, Secretary or Treasurer shall not affect the existence of this Association.

Unless otherwise provided in the resolution of election or appointment, each officer shall hold office until the meeting of the Board of Directors following the next annual meeting of Membership and until his successor has been elected and qualified. Any officer may resign at any time and upon written notice.

Officers shall have the powers and duties defined in the resolutions appointing them; provided that the Secretary shall record all proceedings of the meeting or of the written actions of the Membership and of the Directors, and any committee thereof, in a book to be kept for that purpose. If the resolution appointing such officers does not prescribe duties, the officers shall have the following duties:

1. The President shall be the chief executive officer of the Association and shall have the general direction of the affairs of the Association, except as otherwise prescribed by the Board. He shall preside at all meetings of the Membership and the Board of Directors, except that if there shall be a Chairman of the Board, such Chairman shall preside at meetings of the Board of Directors.

2. Each Vice President shall have the powers and duties as may be prescribed from time to time by the President. In the event of incapacity of the President, a Vice President designated by the Board of Directors shall perform such duties of the President as the Board of Directors shall prescribe.

3. The Secretary shall attend all sessions of the Board of Directors and all meetings of the Membership and record all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice to the members of the Board of Directors of all meetings, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall keep in safe custody the seal of the corporation.

4. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Association as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association. He shall give the Association a bond if required by the Board of Directors in a sum to be set by them, and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and for the restoration to the Association in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association.

The Board of Directors may remove any officer at any time with or without cause.

ARTICLE SEVEN

SALARIES

The Board of Directors shall hire and fix the compensation of any and all employees which they in their discretion may determine to be necessary in the conduct of the business of the Association.

ARTICLE EIGHT

COMMITTEES

All committees of the Association shall be appointed by the Board of Directors and their term of office and duties shall be as established by the action of the Board of Directors.

ARTICLE NINE

AMENDMENTS

Until the first election of Directors pursuant to Article Five, these Bylaws may be altered, amended, repealed or added to by an affirmative vote of a majority of the Board of Directors. Thereafter, these Bylaws may be altered, amended, repealed or added to by an affirmative vote of not less than sixty six and two thirds percent (66 2/3%) of the votes of the Members, voting in person, by proxy or in writing, setting forth the items of these Bylaws to be amended.

ARTICLE TEN

CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

Annual assessments or charges, and special assessments for repairs and improvements, all such assessments or charges to be fixed, established and collected from time to time are as provided in the Declaration. The annual and special assessments, together with such interest thereon and costs of collection thereof as is hereinafter provided, shall be a charge and continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest thereon and cost of collection thereof as is provided in the Declaration, shall also be the personal obligation of the persons owning such Lot at the date when the assessment becomes payable. Assessments shall be prorated to each Lot by dividing the total assessment to be collected for the improvements, maintenance or charges by the total number of Lots in the Properties.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners' use and enjoyment of the Common Area and any structures thereon, including but not limited to, the payment of taxes and insurance thereon, and the improvement, maintenance, repair, replacement, and additions thereon and thereto.

In addition to annual assessments, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the

cost of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall be approved by a vote of the Members as provided in the Declaration.

The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association to be the date of commencement.

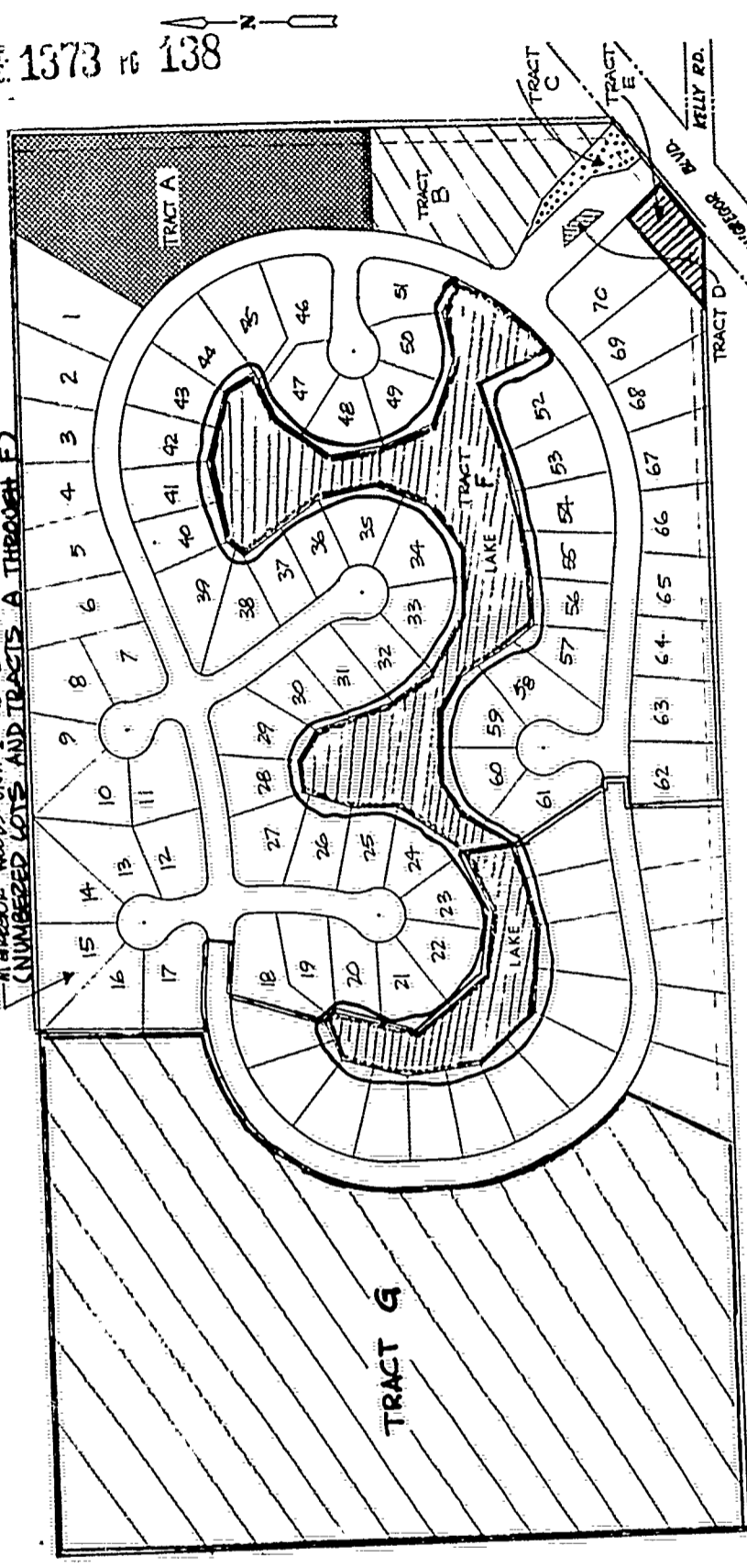
The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period.

Effect of nonpayment of assessment shall be as described in the Declaration and Articles of Incorporation of the Association.

1373 16 138

MCGREGOR WOODS UNIT I AS RECORDED IN PLAT BOOK 32 PR. 146-148 PUB. RECORDS LEE COUNTY, FLA.
(NUMBERED LOTS AND TRACTS A THROUGH F)



MCGREGOR WOODS
PROPERTY AND PROPOSED ADDITIONS
EXHIBIT C
JULY 1, 1979

ARCHITECTURAL PLANNING CRITERIA

WHEREAS the declaration of covenants and restrictions for McGregor Woods as recorded in OR Book 1373 Page 112-142 of the Public Records of Lee County, Florida provides that Mariner Properties, Inc., the Developer, a Florida Corporation, shall form a committee known as the Architectural Review Board (ARB) and

WHEREAS the above referenced Declaration for McGregor Woods provides that the Board of Directors of McGregor Woods Homeowner's Association, Inc. (the Association) on recommendation of said committee shall adopt and modify or amend from time to time Architectural Planning Criteria for McGregor Woods, which Criteria are to be set forth in writing and made known to all owners and prospective owners in McGregor Woods.

NOW THEREFORE, the Developer has appointed a committee to be known as the ARB in accordance with the duties and obligations imposed upon said committee by the Declaration of Covenants and Restrictions for McGregor Woods, the Board of Directors of the Association upon recommendation of the ARB does hereby adopt the following Architectural Planning Criteria:

1. Building Construction: No building shall be erected, altered, placed, or permitted to remain on any lot in McGregor Woods Unit I other than one detached single family dwelling containing not less than 1,300 square feet of livable enclosed floor area, exclusive of garages, carports, terraces, decks or porches (unless screened in and covered by a roof which is an integral part of the roof line of the main dwelling), except in Tract A. This size limitation may be raised or lowered as deemed necessary with approval of the ARB.
 - A. All buildings shall be constructed of new and durable materials.
 - B. The topmost point of the roof line shall not exceed 25 feet above the finished first floor level. All second floor rooms shall be within the normal single story roof enclosure. Glazed openings on second floor rooms shall be limited to clerestory or dormer type windows, in addition the ARB has the right to restrict on all of the property the height above sea level to which the ridge of the roof or any element of building excluding chimneys, flues and vents may extend. The purpose of such height restriction is to preserve views and aesthetics for the overall benefit of the community.
 - C. Roof materials shall be of wooden shingles, architectural grade asphalt shingles (325# per 100 square feet) or tile of a color compatible with the exterior color of the home.

Flat or shed roofs shall not be permitted unless approved by the ARB. Such areas where flat roofs may be permitted are Florida rooms, porches or patios. There shall be no flat roofs on the entire main body of the building provided that the ARB shall have discretion to approve such roofs on part of the main body of the building.

REC. 1373 PG 140

Solar collector panels shall be designed as an integral part of the roof structure and shall be recessed to be flush with exterior roofing material wherever possible.

- D. The exterior of all homes shall be of natural stone, stucco over cement block and/or wood materials, except that wood may be used in conjunction with stucco if approved by the ARB. Exterior building and roof material shall be of natural material and not artificial or simulated.
- E. The ARB shall have final approval of all exterior color plans and each owner must submit to the ARB a color plan showing the color of all exterior surfaces. The ARB shall determine whether the color plan is consistent with the homes in the surrounding areas and the color plan conforms with the natural color scheme of McGregor Woods. The color plan must be submitted prior to construction.
2. Driveways: All dwellings shall have a paved driveway of stable and permanent construction of either concrete, asphalt or similar suitable material at the entrance to the parking area. At least two cars shall be able to park on the driveway.
3. Games and Play Structures: All basketball backboards and any other fixed games and play structures shall be located at the rear of the dwelling or on the inside portion of the corner lots within the set back lines. No platform, dog house, play house, or other structure of the similar kind or nature shall be constructed on any part of a lot located in front of the rear line of the residence constructed thereon and any such structure must have prior approval of the ARB.
4. Fences and Walls: The composition, location and height of any fence or wall to be constructed on any lot shall be subject to approval of the ARB. The ARB shall require the composition of any fence or wall to be consistent with the material of the surrounding homes and other fences, if any.
5. Landscaping: The basic landscaping plan for each lot must be submitted and approved by the ARB. For each lot in McGregor Woods the landscape plan shall include a minimum expenditure of \$1,000.00 at builders actual cost for landscaping materials (excluding labor) other than sod, grass, sprigs, or seed. It shall be the goal of the ARB and the approval of any landscape plan and lay out plan to preserve all existing trees where possible and to enhance the natural vegetation.
6. Swimming Pools and Tennis Courts: Any swimming pool, spa, hot tub or tennis court to be constructed on any lot shall be subject to requirements of the ARB which include but are not limited to the following:
- A. Composition to be of material thoroughly tested and accepted by the industry for such construction.
- B. The outside edge of any pool wall cannot be closer than 4 feet to a line extended and aligned with the side wall of the dwelling unless approved by the ARB.

- C. No screen of a pool area may stand behind a line extended and aligned with the side walls of the dwelling unless approved by the ARB.
 - D. Pool screening may not be visible from the street in front of the dwelling unless approved by the ARB.
 - E. Location and construction of tennis or badminton courts must be approved by the ARB.
 - F. Any lighting of a pool or other recreational area shall be designed so as to buffer the surrounding residences from the lighting.
 - G. If one owner elects to purchase two adjoining lots and use one for recreation purposes, the lot used for recreation purposes must be adequately screened by landscaping and/or walls or fences on both front and side as required by the ARB. It shall be the intent of the ARB that any such area be screened from public view.
7. Garbage and Trash Containers: All containers shall be kept within an enclosure which the ARB shall require to be constructed with each dwelling behind landscaping or within the main building pursuant to the Covenants and Restrictions.
 8. Removal of Trees: In order that the natural beauty of the property may be preserved, no living tree having a caliper measurement or diameter of 4 inches or more shall be destroyed or removed from the property unless approved by the ARB in connection with its approval of the plans and specifications for the construction of improvements on the property or otherwise with the prior expressed written consent of the ARB, or as provided in 12 herein. In the event of a violation of this paragraph the developer, the ARB, or the Association and their respective representatives may at their option cause any tree so removed or destroyed to be replaced with another tree and the owner for himself, his successors and assigns shall reimburse the developer, the ARB, or the Association for all expenses incurred if the destroyed or removed tree were replaced with a tree of similar type and size. The Association may assess and collect such reimbursement in the same manner as it assesses and collects yearly assessments pursuant to the Covenants and Restrictions above. Such amount shall become part of the annual charge and lien upon the property as provided in the Covenants and Restrictions.
 9. Filling of Lots: No fill may be placed on any lot in McGregor Woods until the ARB has approved the site plan layout for any improvements on any lot.
 10. Window Air Conditioning Units: No window or wall air conditioning units shall be permitted unless approved by the ARB.
 11. Mailboxes: No mailbox or paper box or other receptacle of any kind for use of delivery of mail, newspapers, magazines, or similar materials shall be erected on any lot unless and until size, location, design, and type of material for said boxes or receptacles shall have been approved by the ARB. It is the intent of the developer to provide for standardized design of mailboxes to preserve uniformity throughout the community.

12. Sight Distances at Intersections: No fence, wall, hedge, or shrub planting which obstructs sight lines and elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot nor shall trees be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.
13. Exterior Lighting: All residences shall include an exterior light on a photocell. It being the intent that such lighting shall provide for uniform lighting throughout the subdivision. Design of such exterior lighting shall be compatible with the exterior design of the building and must be approved by the ARB.
14. Temporary Structures: No structure of a temporary nature, trailer, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently except on any lot that may be used by developer or by owner during construction of a residence in McGregor Woods and the developer may designate a lot or lots for use as a sales office and model area during the development of McGregor Woods.
15. Utility Connections: Building connections for all utilities, including but not limited to water, sewer, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility.
16. Setbacks: In order to assure that the location of houses will be staggered where practical and appropriate to provide the maximum amount of view and breeze to each house and that the structure will be located with regard to the topography of each individual lot the location of large trees and similar considerations, the developer reserves unto itself, its successors and assigns, the right to control absolutely and solely the precise site and location of any house or dwelling or other structure upon any lot. Provided, however, that such location shall be determined after a reasonable opportunity is afforded the lot owner to recommend a specific site. Such location shall in all cases conform to the following requirements:
 - A. No structural improvement of any type will be placed forward of the building set back line established by Lee County.
 - B. Houses (except in Tract A) will not be located closer than 10 feet to the overhang from any side lot line unless two contiguous lots are used as one building site unless approved by ARB. Measurement shall be at front set back line or as approved by the ARB.
 - C. The road right of way line shall be considered the front lot line and the owners of corner lots shall designate one side fronting on the road as the front.
 - D. When a parcel of two or more lots is used by owners as a building site the outside lines of the parcel shall for easement and set back regulation purposes be deemed the lot lines of the building site and the side lot lines shall refer only to the lines bordering on adjoining owners property.
17. Storage Tanks: No above ground storage tanks shall be allowed under any circumstance on any lot unless property screened and approved by the ARB.

SAL GERACI
CLERK OF CIRCUIT COURT

AUG 29 3 55 PM '79

REC'D OFFICIAL
RECORDS
LEE COUNTY FLORIDA
RECORDS VERIFIED

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AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS

MCGREGOR WOODS HOMEOWNER'S ASSOCIATION

FORT MYERS, FLORIDA

LEE COUNTY

office record 1373
pg. 112

REC 1850 PG 2458

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: B. ROSINE, D.C.

Prepared and return to: Mariner Property Management, 13451-34 McGregor Blvd., Fort Myers, FL 33907

WHEREAS: Section 3 Extent of Owners Easement of the Declaration of Covenants and Restrictions, Paragraph D allows that rules and regulations governing the use and the enjoyment of the common area may be adopted by the Association and;

WHEREAS, such a vote of the Association was conducted on May 28, 1986 at 7:30 p.m. in the pavilion of the McGregor Woods Subdivision and;

WHEREAS, the resulting vote of one hundred and twenty five (125) in favor, and sixteen (16) against resulted in the adoption of the rule and regulation as follows:

As of May 28, 1986, no withdrawal of lake water for irrigation purposes will be permitted by any lot owner of McGregor Woods, the exception being that all systems using lake water as of October 25, 1985, the date of the original moratorium, or thereafter, will have eighteen (18) months to discontinue use or will immediately discontinue use upon the sale or the transfer of the property.

This rule is Rule #1, and shall be considered duly adopted, pursuant to the Declarations of Covenants, Restrictions, Section 3 Paragraph D, as adopted by an excess of 66 2/3% of the voting members of the Association.

DATE June 8, 1986

Danamae V. Barker
DANAMAE V. BARKER, PRESIDENT

DATE June 9, 1986

Kim Kolar
KIM KOLAR, SECRETARY

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY THAT ON THIS 9th DAY OF June 1986, BEFORE ME, THE UNDERSIGNED AUTHORITY PERSONALLY APPEARED, DANAMAE V. BARKER AND KIM KOLAR, AS PRESIDENT AND SECRETARY OF THE MCGREGOR WOODS HOMEOWNERS ASSOCIATION, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING AMENDMENT TO THE DECLARATIONS OF COVENANTS AND RESTRICTIONS AND ACKNOWLEDGED BEFORE ME THAT THEY MADE AND SUBSCRIBED THE SAME FOR THE USES AND PURPOSES THEREIN MENTIONED AND SET FORTH.

WITNESS MY HAND AND OFFICIAL SEAL SET IN LEE COUNTY, FLORIDA, THIS 9th DAY OF June 1986.

Linda Brown
(NOTARY PUBLIC - STATE OF FLORIDA)



My Commission Expires
February 17, 1987

Jun 9 4 27 PM '86

CLERK CIRCUIT COURT
LEE COUNTY, FLA.

RECORDED AND RECORD VERIFIED

10. 5th Kee.

OFF REC 1932 PG 4242

2313795

CERTIFICATE OF STATUS
MCGREGOR WOODS HOMEOWNERS ASSOCIATION, INC

W I T N E S S E T H

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: B. ROSINE, D.C.

WHEREAS, McGregor Woods Homeowners Association, Inc., is a Florida corporation not for profit (hereinafter referred to as the "Association") which has the responsibility and authority to administer the community known as McGregor Woods, the Declaration of Covenants and Restrictions (hereinafter referred to as "Declaration") is recorded in Book 1373 at Page 112 of the Official Record of Lee County, Florida; and

WHEREAS, an amendment to said Declaration was approved by the membership of the Association and was recorded in Book 1850 at Page 2458 of the Official Records of Lee County, Florida, at which amendment provides that, as of May 28, 1986, no withdrawal of lake water for irrigation purposes will be permitted by any lot owner within the McGregor Woods community; and

WHEREAS, the Association desires to put the world on notice of the fact that a certain number of owners had pre-existing irrigation systems drawing water from said lake in place prior to the effective date of the amendment to the Declaration referred to above; and

WHEREAS, the Board deems it appropriate to put potential purchasers on notice of the fact that, should any of the lots indicated herein be transferred, the transferee will be required to discontinue such use of lake waters for said irrigation system and immediately discontinue use upon transfer of title:

NOW, THEREFORE, the Association hereby resolves as follows:

1. The above recitations are true and correct.
2. The following owners, as of the date of these presents, have irrigation systems tapping the lake, which is part of the Common Area of the Association as described in the Declaration referred to above, may continue to operate and maintain an irrigation system so long as the continue to own their lots:

Name of Owner(s)	Lot	Unit	Plat Book	Page
Noland	20	1	32	148
Knowlton	27	1	32	148
Washburn	28	1	32	148
Hutchins	43	1	32	147
Adams	45	1	32	147
Levy	46	1	32	147
Hicks	35	1	32	147
Mitchell	34	1	32	147
Shank	53	1	32	148
Baldi	74	2	33	28
Whittingham	76	2	33	28

3. Upon sale or transfer of the lot referred to above, the transferee shall cease the use of the lake water for the irrigation system and permanently remove the equipment hooked into the lake irrigation system from the Lot.

10.50
2651393

CERTIFICATE OF AMENDMENT

ARCHITECTURAL PLANNING CRITERIA

McGREGOR WOODS HOMEOWNERS ASSOCIATION, INC.

WITNESSETH:

WHEREAS, the McGregor Woods Homeowners Association, Inc. (hereinafter "Association") is the corporate entity charged with the operation, maintenance, and management of that certain property known as McGregor Woods, as more particularly described in the Declaration of Covenants and Restrictions therefore filed in the Public Records of Lee County at Book 1373, Page 112, and as the same have been subsequently modified and amended from time to time; and

WHEREAS, Exhibit "D" to said Declaration of Covenants and Restrictions contains certain "Architectural Planning Criteria" governing the maintenance and appearance of the properties within McGregor Woods; and

WHEREAS, Article VII of the Declaration of Covenants and Restrictions provides that the Architectural Review Board may recommend to the Board of Directors modifications or amendments to the Architectural Planning Criteria; and

WHEREAS, the Architectural Review Board has recommended additions to the Architectural Planning Criteria; and

WHEREAS, the Board of Directors duly adopted said recommendation by resolution dated January 12, 1989.

NOW THEREFORE, the following additions to the Architectural Planning Criteria, shall be deemed as additions to all other Architectural Planning Criteria heretofore in effect.

1. All beds shall be weeded, mulched, and edged on a consistent basis.
2. Dead trees shall be removed by the owner of said property.
3. Dead palm fronds shall be pruned and removed by the owner of said property.
4. Lawns shall be kept free of weed infestation and other such unsightly afflictions.
5. Home exteriors shall be painted and maintained on a basis to achieve maintenance standards suitable to the community.
6. Lakeside property owners shall keep grasses at lake edge and water line trimmed and removed.
7. Pets shall be confined within an inside area to buffer barking from adjacent property owners.
8. Requests for property additions following occupancy ie: fences, privacy walls, shutters, lake edge treatment, etc. must be submitted to the ARB for approval prior to installation.

Following existing criteria should be closely monitored:

1. Exterior light on photocell.
2. No boats, recreational vehicles, trucks, or non-passenger motor vehicles shall be placed, stored, or parked on any lot; nor shall maintenance be performed on same except where totally isolated from public view.

OR2070 PG2175

RECORD VERIFIED - CHARLIE GARDNER, CLERK
BY: C. MOORE, D.C.

3. Passenger vehicles shall only be parked on paved driveway.
4. No tent, trailer, or temporary structure shall be permitted on any lot.
5. Pets shall be curbed at all times and all droppings therefrom shall be immediately removed.

IN WITNESS WHEREOF, we have affixed our hands this 9th day of May, 1989, at Lee County, Florida.

WITNESSES:

Susan D. Gray
Carlene K. Maurer
Robert J. Barlett
Francis Scher

McGREGOR WOODS HOMEOWNERS ASSOCIATION, INC.

BY: W. DeForest Metcalf
 W. DeFOREST METCALF, PRESIDENT

ATTEST: Sidney Allen
 SIDNEY ALLEN, SECRETARY
 (CORPORATE SEAL)

STATE OF FLORIDA :

COUNTY OF LEE :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared W. DeForest Metcalf, and Sidney Allen, well known to me to be the President and Secretary respectively of McGREGOR WOODS HOMEOWNERS ASSOCIATION, INC. and they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said association.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of May, A.D. 1989.

NOTARY PUBLIC

(SEAL)

My Commission Expires:

Notary Public
 State of Florida at Large
 My Commission Expires Dec. 29, 1991

OR2070 PG2176

CHARLIE GREEN LEE CITY FL
 89 MAY 17 AM 10:39

This Instrument Prepared By:
 Joseph E. Adams, Esq.
 Becker, Poliakoff & Streitfeld P.A.
 8260 College Pkwy. S-104
 Fort Myers, Fla. 33919
 (813) 433-7707.

AMENDMENT TO THE ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA
McGREGOR WOODS HOMEOWNERS ASSOCIATION
FORT MYERS, FLORIDA

LEE COUNTY

Amendments to Declaration recorded in O.R. Book 1373, page 112 of Lee County.

WHEREAS, the Architectural Review Board may suggest to the Board of Directors of McGregor Woods Homeowners Association, Inc. suggestions or changes to the planning criteria and;

WHEREAS, this change had been adopted March 1, 1987, by the then Board of Directors, but not incorporated into the revised published documents;

WHEREAS, the Board of Directors has confirmed the change as recommended by the Architectural Review Board to said planning criteria and;

WHEREAS, this change has been communicated in writing to all owners within McGregor Woods the following change is hereby confirmed as being part of the planning criteria;

- 6. C. Pool cages must be set back 25 feet from the lake edge and 20 feet from the rear lot line of all properties not abutting the lake, unless specifically approved by the ARB.

Be it known by all men present that the above represents the approved changes as recommended by the Architectural Review Board and adopted by the Board of Directors of McGregor Woods Homeowners Association, Inc.

DATE 2/17, 1995

Richard W. Fankhauser
Richard W. Fankhauser, President

DATE 2/17, 1995

Dave Bergman
Dave Bergman, Secretary

• RECORD VERIFIED - CHARLIE GREEN, CLERK •
• BY: SUSAN THOMPSON •

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY THAT ON THIS 17 DAY OF FEB 1995, BEFORE ME, THE UNDERSIGNED AUTHORITY PERSONALLY APPEARED, RICHARD W. FANKHAUSER AND DAVE BERGMAN, AS PRESIDENT AND SECRETARY OF THE McGREGOR WOODS HOMEOWNERS ASSOCIATION, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING AMENDMENT AND ACKNOWLEDGED BEFORE ME THAT THEY MADE AND SUBSCRIBED THE SAME FOR THE USES AND PURPOSES THEREIN MENTIONED AND SET FORTH.

WITNESS MY HAND AND OFFICIAL SEAL SET IN LEE COUNTY, FLORIDA THIS 17 DAY OF FEB, 1995.

David J. Workman
(NOTARY PUBLIC - STATE OF FLORIDA)

My commission expires:



"OFFICIAL SEAL"
David J. Workman
My Commission Expires 3/21/98
Commission #CC 357627

Prepared by: Theodore A. Somes, 15853 Silverado Court, Fort Myers, FL 33908
Return to: Dave Bergman, 12319 McGregor Woods Circle, Fort Myers, FL 33908

OR2582 PG3805

95 MAR 14 PM 12:01
CHARLIE GREEN LEE COY. FL.

McGregor Woods Homeowner's Association

P. O. Box 61358

Fort Myers, FL 33906

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: SUSAN THOMPSON

10.50

DR2582 PG3806

Amendments to Declaration recorded in O.R. Book 1373, page 112 of Lee County public records. WHEREAS, the Articles of Incorporation (Exhibit A) of the McGregor Woods Homeowner's Association may be amended with a majority approval vote of the entire membership as authorized in Article VIII of the Articles of Incorporation and;

WHEREAS, the Bylaws of the Association (Exhibit B) may be amended with a majority approval vote of the entire membership as authorized in Article IX of the Bylaws and;

WHEREAS, Article 3.1.f of the Articles of Incorporation provides for the Association to make and amend reasonable regulations with respect to use of common areas as a rule of Exhibit C, Article 4, Section 3d with a majority approval vote of the entire membership.

WHEREAS, such a vote was taken of a duly called and recorded meeting of the Homeowners' Association on January 17, 1995, at 7:00 P.M. in the Faith United Methodist Church and;

WHEREAS, 130 total votes were cast with at least 89 votes approving each revision, the following amendments were duly ratified by the Association:

AMENDMENTS TO ARTICLES OF INCORPORATION (EXHIBIT A)

- ARTICLE 1 The name of this corporation shall be **McGREGOR WOODS HOMEOWNER'S ASSOCIATION, INC.**, and shall have its initial principle place of business at ~~13451-34 McGregor Boulevard, Ft. Myers, Florida 33907, Lee County, Florida~~ *that place which is designated by the Board of Directors from time to time.* For convenience, the Corporation shall herein be referred to as the "Association".
- ARTICLE 8.1 Written notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered and such notice shall be delivered to each member at least twenty (20) days prior to the meeting *or as directed by Florida Statutes.*
- ARTICLE 11.4 Special Assessments for Capital Improvements. In addition to annual assessments, the Association may levy in any assessment year a special assessment applicable to the year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall be approved by a *majority* vote of the Membership ~~as provided for in the Declaration.~~

AMENDMENTS TO BY-LAWS (EXHIBIT B)

- ARTICLE 1.5 The principle office of the Association shall be located at ~~1345-34 McGregor Boulevard, Ft. Myers, Florida 33907~~ *at the designation of the Board of Directors.*
- ARTICLE 3.1 The annual membership meeting of the Association shall be held each year on the second Tuesday of March or such other date established by the Board of Directors. The Secretary shall cause to be mailed to every Member in good standing at his address as it appears in the Membership roll book of the Association a notice stating the time and place of such annual meeting not less than fifteen (15) days prior to such meeting *or that which is in accordance with Florida statutes.*
- ARTICLE 3.3 Special Meetings of the Association may be called by the President or a majority of the Board of Directors when they deem it to be in the best interest of the Association. Notices of such meetings shall be mailed to all Members at their addresses as they appear in the Membership roll book at least fifteen (15) days before the scheduled date set for such special meeting, *or in accordance with Florida Statutes.* Such notice shall state the reasons that such meeting has been called, the business to be transacted at such meeting and by whom called.
- ARTICLE 3.4 At the request of ~~eighty percent (80%)~~ *twenty five percent (25%)* of the total votes of the Membership, the President shall cause a special meeting to be called, but such request must be made in writing at least twenty (20) days before the requested meeting date.
- ARTICLE 3.5 No other business but that specified in the notice may be transacted at such special meeting ~~without the unanimous consent of all present at such meeting.~~
- ARTICLE 5.F.3 No call shall be required for regular meetings for which the time and place have been fixed. Special meetings may be called by or at the direction of the Chairman of the Board, if any, the Vice Chairman of the Board, if any, the President, or of a majority of the Directors in office *or the membership.*
- ARTICLE 5.F.4 *All meetings of the Board of Directors shall be open to the Membership.* No notice shall be required for regular meetings for which the time and place have been fixed. *The Agenda for such meetings must be posted on the property 48 hours in advance of the meeting date, or in accordance with Florida statutes.* Written, oral, or any other manner of notice of the time and place shall be given for special meetings in sufficient time for the convenient assembly of the Directors thereat. The notice of any meeting ~~need not~~ *must* specify the purpose of the meeting. Any requirement of furnishing notice shall be waived by any Director who signs a written waiver of notice before or after the time stated therein. Notice of time and place shall be given for special meetings in sufficient time for the convenient assembly of the Directors thereat.
- ARTICLE 5.J (new) *The Board of Directors may, by resolution passed by a majority of the whole Board, impose a reasonable schedule of fines as a means of obtaining compliance to the covenants and restrictions. Such fines may only be levied after the member has been offered all due process toward compliance.*
- ARTICLE 6.4 The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Association as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors at the regular meetings of the Board, or whenever they may require it, an account of all his transaction as Treasurer and of the financial condition of the Association. *He shall provide a financial statement to the Membership on an annual basis, or in accordance with Florida statutes.* He

Prepared by: Theodore A. Somes, 15853 Silverado Court, Fort Myers, FL 33908
Return to: Dave Bergman, 12319 McGregor Woods Circle, Fort Myers, FL 33908

DR2582 PG3807

shall give the Association a bond if required by the Board of Directors in a sum to be set by them, and with one or more sureties satisfactory of the Board, for the faithful performance of the duties of his office, and for the restoration to the Association in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association.

ARTICLE 11
(new)

As clarification for the required enforcement of Exhibit C, Article 1 III, Section 2 (Covenants and Restrictions), trucks and "non-passenger vehicles" shall include:

- a. open bed vehicles including those with installed "caps"
- b. any vehicle with visible signs or commercial lettering
- c. vans which have no windows on the sides rearward of the driver's position and are used for the sole purpose of transporting commercial aids and or supplies.

POOL, SPA, AND PLAYGROUND RULES

These rules are adopted as Rule 2 of Exhibit C, Article 4, Section 3d.

Pool

No lifeguard on duty, swim at own risk

- a. Children under 14 must be supervised by an adult
- b. No glass or food containers
- c. Shower before entering pool
- d. No animals in pool area
- e. No radios w/o earphones
- f. Proper bathing attire please! No cut offs or jeans
- g. No diving, jumping, running or horseplay in pool area at any time
- h. Bathing load is 14
- i. Pool hours are 6 AM to 9 PM
- j. Emergency phone in Pavilion

Spa

No lifeguard on duty, bath at own risk

- a. Children under 14 must be supervised by an adult
- b. No glass or food containers
- c. Shower before entering spa
- d. No animals in spa area
- e. No radios w/o earphones
- f. Proper bathing attire please! No cut offs or jeans
- g. No diving, jumping, running or horseplay in spa area at any time
- h. Bathing load is 8
- i. Spa hours are 6 AM to 9 PM
- j. Emergency phone in Pavilion

Playground

- a. Children under 14 must be supervised by an adult
- b. No glass or food containers
- c. No animals in playground area
- d. No radios w/o earphones
- e. Playground hours are 6 AM to 9 PM
- f. Emergency phone in Pavilion

95 MAR 14 PM 12:01

CHARLIE GREEN LEE CIV. RL

Prepared by: Theodore A. Somes, 15853 Silverado Court, Fort Myers, FL 33908
Return to: Dave Bergman, 12319 McGregor Woods Circle, Fort Myers, FL 33908

IN WITNESS WHEREOF, the undersigned have set their hands and seals:

DATE 1/24, 1995

Richard W. Fankhauser
Richard W. Fankhauser, President

DATE 1/24, 1995

Dave Bergman
Dave Bergman, Secretary

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY THAT ON THIS 24 DAY OF January, 1995, BEFORE ME, THE UNDERSIGNED AUTHORITY PERSONALLY APPEARED, RICHARD W. FANKHAUSER AND DAVE BERGMAN, AS PRESIDENT AND SECRETARY OF THE MCGREGOR WOODS HOMEOWNERS ASSOCIATION, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING AMENDMENT AND ACKNOWLEDGED BEFORE ME THAT THEY MADE AND SUBSCRIBED THE SAME FOR THE USES AND PURPOSES THEREIN MENTIONED AND SET FORTH.

WITNESS MY HAND AND OFFICIAL SEAL SET IN LEE COUNTY, FLORIDA THIS 24 DAY OF January, 1995.

Michele J. Yates
(NOTARY PUBLIC - STATE OF FLORIDA)

My commission expires:

