

768932

PAVESE, GARNER, HAVERFIELD, DALTON, HARRISON & JENSEN, LLP.
A FLORIDA LIMITED LIABILITY PARTNERSHIP

ATTORNEYS AND COUNSELORS AT LAW
<http://pavesegarner.com>

1833 HENDRY STREET
FORT MYERS, FLORIDA 33901

POST OFFICE DRAWER 1507
FORT MYERS, FLORIDA 33902-1507

(941) 334-2195
FAX (941) 332-2243

CHRISTOPHER J. SHIELDS
BOARD CERTIFIED REAL ESTATE LAWYER
(941) 336-6245

PLEASE REPLY TO
FORT MYERS OFFICE

FILED
99 SEP -7 AM 8:25
SECRETARY OF STATE
TALLAHASSEE FLORIDA

July 20, 1999

Division of Corporations
Department of State
P. O. Box 6327
Tallahassee, Florida 32314

300002939839--4
-07/23/99-01040-014
***122.50 ***78.75

Re: *Port Carlos Cove, Inc.*

Dear Sir or Madam:

Enclosed herewith is the original and one copy of the Amended and Restated Articles of Incorporation of the above referenced corporation, together with a check in the amount of \$122.50, said check allocated as follows:

\$35.00 - filing fee
\$35.00 - registered agent fee
\$52.50 - certified copy

Please certify and return one copy of the Amended and Restated Articles of Incorporation.

Thank you for your cooperation in this matter.

Very truly yours,

Amended & Restated & N/A

Christopher J. Shields/dh

CHRISTOPHER J. SHIELDS

CJS/dh

Enclosures

cc: Port Carlos Cove, Inc.

F:\WPDATA\CJS\PORTCARL\SECS1.LET

V. SHEPARD SEP 9 1999

4635 S. DEL PRADO BLVD.
P.O. BOX 88
CAPE CORAL FLORIDA 33910-0088
(941) 542-3148
FAX (941) 542-8553

461 S. MAIN STREET
P.O. DRAWER 2280
LaBELLE, FLORIDA 33535
(941) 675-5800
FAX (941) 675-4998

SUITE 203
4524 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33415
(561) 471-1368
FAX (561) 471-0522



RECEIVED AUG 06

FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

August 3, 1999

CHRISTOPHER J. SHIELDS
P.O. DRAWER 1507
FT. MYERS, FL 33902-1507

SUBJECT: PORT CARLOS COVE, INC.
Ref. Number: 768932

We have received your document for PORT CARLOS COVE, INC. and your check(s) totaling \$122.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

A certificate must accompany the Restated Articles of Incorporation setting forth one of the following statements: (1) The restatement was adopted by the board of directors and does not contain any amendments requiring member approval; OR (2) If the restatement contains an amendment requiring member approval, the date of adoption of the amendment by the members and a statement that the number of votes cast for the amendment was sufficient for approval.

The word "initial" or "first" should be removed from the article regarding directors, officers, and/or registered agent, unless these are the individuals originally designated at the time of incorporation.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6909.

Velma Shepard
Corporate Specialist

Letter Number: 499A00039350

Rec'd 9/7

PAVESE, GARNER, HAVERFIELD, DALTON, HARRISON & JENSEN, L.L.P.

A FLORIDA LIMITED LIABILITY PARTNERSHIP

ATTORNEYS AND COUNSELORS AT LAW

<http://pavesegarnier.com>

1833 HENDRY STREET
FORT MYERS, FLORIDA 33901

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FAX (941) 332-2243

CHRISTOPHER J. SHIELDS
BOARD CERTIFIED REAL ESTATE LAWYER
(941) 336-6245

PLEASE REPLY TO
FORT MYERS OFFICE

September 2, 1999

Division of Corporations
Department of State
P. O. Box 6327
Tallahassee, Florida 32314

Re: ***Port Carlos Cove, Inc.***

Dear Sir or Madam:

Enclosed herewith is the original and one copy of the Amended and Restated Articles of Incorporation, along with the executed Certificate and Resolution for same, as instructed in your letter of August 3, 1999, a copy of which is enclosed for your reference.

Please certify and return one copy of the enclosed to my attention.

Thank you for your cooperation in this matter.

Very truly yours,


Christopher J. Shields

CJS/jg

Enclosures

cc: Port Carlos Cove, Inc.

F:\WPDATA\CJS\PORTCARL\SECT.LT2

RECEIVED
99 SEP -7 AM 8:40
DIVISION OF CORPORATIONS

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
PORT CARLOS COVE, INC.**

FILED
99 SEP -7 AM 8:26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 617.02011, Florida Statutes, these Articles of Incorporation were originally created for the purpose set forth below.

ARTICLE I

NAME: The name of the corporation, herein called the "Corporation", is Port Carlos Cove, Incorporated, and its street address is 1802 Main Street, Fort Myers Beach, Florida 33931, and whose legal description is set forth on Exhibit "A."

ARTICLE II

PURPOSE AND POWERS: The purpose for which the Corporation is organized as to provide an entity pursuant to the Florida Cooperative Act (Chapter 719) for the operation of a cooperative mobile home community, located at Fort Myers Beach in Lee County, Florida. The Corporation is organized and shall exist upon a non-stock basis as a Florida corporation not for profit. No portion of any earnings of the Corporation shall be distributed or inure to the private benefit of any member, Director or Officer. For the accomplishment of its purposes, the Corporation shall have all of the common law and statutory powers and duties of a corporation not for profit except as specifically limited or modified by these Articles, the Bylaws or Chapter 719, Florida Statutes, as it may hereafter be amended, including without limitation the following powers and duties:

- (A) To levy and collect assessments against members of the Corporation to defray the costs, expenses and losses of the cooperative, and to use the proceeds of assessments in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate the cooperative property.
- (C) To purchase insurance upon the cooperative property for the protection of the Corporation and its members.
- (D) To reconstruct improvements after casualty, and further improve the property.
- (E) To make, amend and enforce reasonable rules and regulations governing the use of the common elements, and the operation of the Corporation.
- (F) To approve or disapprove the transfer of ownership, leasing and occupancy of units, to the extent provided for in the Bylaws.

(G) To enforce the provisions of the Act, these Articles, the Bylaws and any Rules and Regulations of the Corporation.

(H) To contract for the management and maintenance of the cooperative property, and to delegate any powers and duties of the Corporation in connection therewith, except such as are specifically required by law or by the Bylaws to be exercised by the Board of Directors or the membership of the Corporation.

(I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the cooperative.

(J) To enter into agreements, or acquire leaseholds, memberships, and other possessory, ownership or use interests in lands or facilities, if they are intended to provide enjoyment, recreation, or other use or benefit to the unit owners.

(K) To borrow money if necessary to perform its other functions hereunder.

(L) To sell, transfer and convey any and all personal or real property of the Corporation to another, contingent upon however, the Board receiving prior approval by not less than two-thirds (2/3rds) of the membership.

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

ARTICLE III

MEMBERSHIP:

(A) The members of the Corporation are all owners of record legal title to one or more Certificates of Membership, as further provided in the Bylaws.

(B) The share of a member in the funds and assets of the Corporation cannot be assigned or transferred in any manner except as an appurtenance to his unit.

(C) The owners of each Membership Certificate, collectively, shall be entitled to one indivisible vote in Corporation matters, as further set forth in the Bylaws. The manner of exercising voting rights shall be as set forth in the Bylaws.

(D) Each member shall be entitled to the exclusive use of a particular mobile home lot, and to the nonexclusive use and enjoyment of common cooperative property.

(E) There shall be 155 undivided membership interests in said corporation.

ARTICLE IV

TERM: The term of the Corporation shall be perpetual, unless otherwise lawfully dissolved.

ARTICLE V

BYLAWS: The Bylaws of the Corporation may be altered, amended, or rescinded as provided in the Bylaws.

ARTICLE VI

DIRECTORS AND OFFICERS:

(A) The affairs of the Corporation will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than five (5) Directors.

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

(C) The business of the Corporation shall be conducted by the Officers designated in the Bylaws. The Officers shall be elected each year by the Board of Directors, and they shall serve at the pleasure of the Board.

ARTICLE VII

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

(A) Proposal. Amendments to these Articles may be proposed by a majority of the Directors, or by written petition to the Board signed by the owners of at least one-fourth (1/4) of the units.

(B) Procedure. If any amendment to these Articles is so proposed, the proposed amendment shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be given.

(C) Vote Required. Except as otherwise required by law, a proposed amendment to these Articles of Incorporation shall be adopted if it is approved by two-thirds

of the total voting interests at any annual or special meeting called for the purpose, or if it is approved in writing by two-thirds of the total voting interests without a meeting, provided that notice of any proposed amendment has been given to the members of the Corporation, and that the notice contains the text of the proposed amendment.

(D) Effective Date. An amendment which is duly adopted shall become effective upon filing with the Secretary of State, and subsequently recording a certified copy in the Public Records of Lee County, Florida, with the same formalities as required for the recording of an amendment to the Bylaws.

ARTICLE VIII

REGISTERED AGENT:

The registered office of the Corporation shall be at:

1833 Hendry Street
Fort Myers, Florida 33901

The registered agent at said address shall be:

Christopher J. Shields

ARTICLE IX

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Corporation shall indemnify and hold harmless every Director and every Officer of the Corporation against all expenses and liabilities, including attorney's fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be made a party because of his being, or having been, a Director or Officer of the Corporation. The foregoing right to indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

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

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

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

(D) Recklessness, or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard for human rights, safety or property, in an action by or in the right of someone other than the Corporation or a member.

In the event of a settlement, the right to indemnification shall not apply unless a majority of the disinterested Directors approves such settlement as being in the best interest of the Corporation. The foregoing rights of indemnification shall be in addition to, and not exclusive of, all other rights to which a Director or Officer may be entitled.

WHEREFORE the Corporation has caused these presents to be executed this 27 day of June, 1979.

By: Peggy J. Sellers, President

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 27 day of June, 1979, by Peggy J. Sellers, President, who is personally known to me or did produce _____ as identification.



Beverly R. Triplehorn
MY COMMISSION # CC722855 EXPIRES
April 10, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

Beverly R. Triplehorn
Notary Public Signature

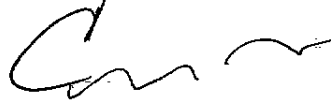
Beverly R. Triplehorn
Print name

Notarial Seal

ACCEPTANCE BY REGISTERED AGENT.

Having been named to accept service of process for Port Carlos Cove, Inc., at the place designated in these Articles of Incorporation, I hereby accept the appointment to act in this capacity and agree to comply with the laws of the State of Florida in keeping open said office.

PAVESE, GARNER, HAVERFIELD,
DALTON, HARRISON & JENSEN, L.L.P.



Christopher J. Shields

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13.000
13500.00
13513.00

1646 759

1604018

Documentary Tax Pd \$ 13.500

WARRANTY DEED

SAL GERACI, CLERK, LEE COUNTY

THIS INDENTURE, Made this 75 day of November, 1982, Between
CARL A. KREAGER and DONALD V. WHIPP, JR. of the County of Ingham,
State of Michigan, Grantor*, and PORT CARLOS COVE, INC., a Florida
corporation, whose post office address is Post Office Box 2377,
Fort Myers Beach, of the County of Lee, State of Florida, Grantee*.
WITNESSETH:

That said grantor, for and in consideration of the sum of
TEN and NO/100 (\$10.00) -----DOLLARS,
and other good and valuable consideration to said grantor in hand paid
by said grantee, the receipt whereof is hereby acknowledged, has granted,
bargained and sold to the said grantee, and grantee's successors and
assigns forever, the following described land, situate, lying and being
in Lee County, Florida, to-wit:

Government Lots 1 and 2 (Mainland) in Section 19, Township 46
South, Range 24 East, LESS AND EXCEPT the following tract:

Commencing at a point on the Easterly boundary of the Sears,
Roebuck & Co. property and 35 feet South of the Easterly pro-
jection of the center line of the 50 foot easement granted by
Sears, Roebuck & Co. to Warren Investment & Development Corp.
by instrument recorded in Official Record Book 183, Pages 286
through 288, Public Records of Lee County, Florida, proceed
Southerly along the said boundary line of said Sears, Roebuck
Co. property for a distance of 200 feet; thence left (Easterly)
at right angles to the last mentioned course for a distance of
600 feet; thence left (Northerly) at right angles to the last
mentioned course for a distance of 200 feet; thence left
(Westerly) at right angles to the last mentioned course for a
distance of 600 feet more or less to the point of beginning.
Together with mortgagor's right, title and interest in and to
certain Easement between Sears, Roebuck and Co. and Warren
Investment and Development Corp., dated January 11, 1963,
recorded in Official Record Book 183, Page 286, Public Records
of Lee County, Florida, over and across the following described
property:

A Strip of land 50 feet in width extending from West to East
across the East half (E 1/2) of the East half (E 1/2) of
Government Lot 3, in Section 19, Township 46 South, Range 24
East, the center line of which strip of land or easement is
described as follows:

From a point on the East side of San Carlos Boulevard 25 feet
Southerly along said Boulevard from the Southwest corner of
Block 9, San Carlos on the Gulf, according to a map or plat
thereof recorded in Plat Book 6 at page 6 of the Public Records
of Lee County, Florida, run Easterly at right angles to said
Boulevard and parallel with the South line of said Block 9
for 1,384.6 feet to a point of deflection; thence deflect to
the right 190° 58' and run Southeasterly for 1,825.6 feet to
a point on the West line of said East half (E 1/2) of the
East half (E 1/2) of Government Lot 3; thence run North along
said West line for 31.70 feet to the point of beginning of
said easement center line. From said point of beginning run
East perpendicular to the West line of said East half (E 1/2)
of the East half (E 1/2) of Government Lot 3 for 330 feet more
or less to a point on the East line of said East half (E 1/2)
of the East half (E 1/2) of Government Lot 3.

EXHIBIT

"A"

This Conveyance is subject to the following:

1. Existing easements, restrictions and reservations of record if any, but this provision shall not operate to reimpose same
2. Zoning and other governmental regulations.
3. Real estate taxes for the calendar year 1982 and subsequent years and the balance due on the Fort Myers Beach Sewer District Assessment which the Grantee specifically assumes and agrees to pay.
4. A mortgage deed from Port Carlos Trailer Park, Inc. and Warren Investment and Development Corp., both Florida corporations, to First Home Federal Savings & Loan Association of Sebring, Florida, a banking corporation organized under the laws of the United States of America dated December 22, 1976, and recorded in Official Record Book 1174, page 1368, et seq. of the official records of Lee County, Florida on December 27, 1976 which the Grantee assumes and agrees to pay.
5. Modification Agreement dated October 26, 1982, between Port Carlos Cove, Inc., a Florida Corporation, and First Home Federal Savings and Loan Association of Sebring, Florida, modifying mortgage referred to in Item 4 above.
6. Conditional Assignment of Rentals dated December 22, 1976, between Warren Investment and Development Corp., Port Carlos Trailer Park, Inc. and Ebb Tide Campsites, Inc., all Florida corporations to First Home Federal Savings and Loan Association, a banking corporation organized and existing under the laws of the United States of America and recorded in Official Record Book 1174, page 1372, et seq. of the official records of Lee County, Florida on December 27, 1976.
7. Conditional Assignment of Rentals given by Carl A. Kreager and Donald V. Whipp, Jr. to Doris J. Tiedt, dated June 30, 1978, to secure the payment of notes in the principal sum of One Million Ninety Thousand (\$1,090,000.00) Dollars.
8. A Wrap-Around Purchase Money Mortgage dated June 30, 1978, between Carl A. Kreager and Donald V. Whipp as Mortgagors, and Doris J. Tiedt, as Mortgagee in the principal amount of \$1,080,082.41 which said mortgage the Grantee herein specifically assumes and agrees to pay. Said mortgage is recorded in Official Record Book 1287, pages 136 through 147 of the official records of Lee County, Florida on July 14, 1978.
9. Mortgage Modification and Assumption Agreement dated November 15, 1982, modifying mortgage referred to in Item No. 8 above, and assumption of said mortgage by Port Carlos Cove, Inc., a Florida Corporation.
10. Mortgage and Indemnity Agreement dated the 15th day of November, 1982, between Port Carlos Cove, Inc., a Florida corporation, as Mortgagor, and Donald V. Whipp, Jr. and Carl A. Kreager, as Mortgagees.

THIS PROPERTY IS NOT HOMESTEAD AND THE ADDRESS OF GRANTOR IS:
Carl A. Kreager, Unit 7-A, Harbor Cottages, Sanibel, Florida;
Donald V. Whipp, Jr., East Lansing, Michigan.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*"Grantor" and "Grantee" are used for singular or plural as context requires.

OFF 1646 R 761

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

Phyllis M. Phillips
Carl Lee Corey

Carl A. Kreager
Donald V. Whipp, Jr.

STATE OF FLORIDA)
COUNTY OF LEE)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared CARL A. KREAGER and DONALD V. WHIPP, JR., to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 15 day of November, 1982.

Phyllis M. Phillips
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires June 17, 1985
Bonded thru Maynard Bonding Agency



This Instrument Prepared by:

David S. Snyder, Esq.
SNYDER AND HANDLER, P.C.
30600 Telegraph, Suite 3190
Birmingham, Michigan 48010

When Recorded Return Deed to:

Fred M. Corey, Esq.
P.O. Box 6110
Fort Myers Beach, Florida 33931-1110 ✓

Nov 15 4 46 PM '82
RECORDED
LEE COUNTY FLORIDA
MICROFILMED

CERTIFICATE AND RESOLUTION
FOR
AMENDED ARTICLES OF INCORPORATION OF
PORT CARLOS COVE, INC.

Pursuant to the provisions of Section 617.1001 through 617.1007 of the Florida Not-For-Profit Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

1. The name of the Corporation is PORT CARLOS COVE, INC.

2. The Amended and Restated Articles contains amendments to the Articles of Incorporation which required member approval and said Restatement was lawfully adopted by the members on June 8, 1999 by a majority of the Board of Directors and by not less than a majority of the members at a duly called members' meeting of the corporation by the execution of a written statement or ballot manifesting their intention that such amendment be adopted, in the manner prescribed by Section 617.1002 through 617.1006 of the Florida Not-For-Profit Act and the number of votes cast for the Amended and Restated Articles was sufficient for approval:

Articles I through X of the Articles of Incorporation are deleted and replaced by Articles I through IX attached hereto as Exhibit "A".

3. The foregoing Amendment(s) shall become effective and the Articles of Incorporation shall be deemed to be amended thereby upon the filing of these Articles of Amendment by the Department of State.

IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment to be executed by its President and Secretary on this 30 day of August, 1999.

By: Peggy J. Sellers
Peggy J. Sellers, President

And By: Charles W. Anderson, Secretary

State of Florida
County of Lee

BEFORE ME, the undersigned authority, personally appeared PEGGY J. SELLERS, who is to me well known to be, or who produced as identification proving to be, the person described in and who subscribed to the above Articles of Amendment to the Articles of Incorporation, and did freely and voluntarily acknowledge before me according to law that they made and subscribed the same for the use and purposes therein mentioned and set forth.

WITNESS my hand and official seal this 30 day of August, 1999.



Beverly R. Triplehorn
MY COMMISSION # CC722855 EXPIRES
April 10, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

Beverly R. Triplehorn
Signature of Notary
Beverly R. Triplehorn
(Name of Notary, typed,
printed or stamped)

My Commission Expires:

State of Florida
County of Lee

BEFORE ME, the undersigned authority, personally appeared Charles W. Anderson, who is to me well known to be, or who produced as identification proving to be, the person described in and who subscribed to the above Articles of Amendment to the Articles of Incorporation, and did freely and voluntarily acknowledge before me according to law that they made and subscribed the same for the use and purposes therein mentioned and set forth.

WITNESS my hand and official seal this 30 day of August, 1999.



Beverly R. Triplehorn
MY COMMISSION # CC722855 EXPIRES
April 10, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

Beverly R. Triplehorn
Signature of Notary
Beverly R. Triplehorn
(Name of Notary, typed,
printed or stamped)

My Commission Expires:

F:\WPDATA\CJS\PORTCARL\RESTARTI.COV