

PORT AU VILLA

CO-OP  
DOCUMENTS

**COLLIER ABSTRACT AND SEARCH, INC.**  
**2335 North Tamiami Trail, Suite 310**  
**Naples, Florida 34103**  
**(239) 643-5252**

**CO-OPERATIVE DOCUMENTS**

**FOR**

**PORT AU VILLA, INC., A CO-OPERATIVE, ACCORDING  
TO THE NINETY-NINE YEAR LEASE AGREEMENT  
RECORDED IN OFFICIAL RECORD BOOK 274 AT PAGES  
859 THROUGH 866 INCLUSIVE OF THE PUBLIC RECORDS  
OF COLLIER COUNTY, FLORIDA.**

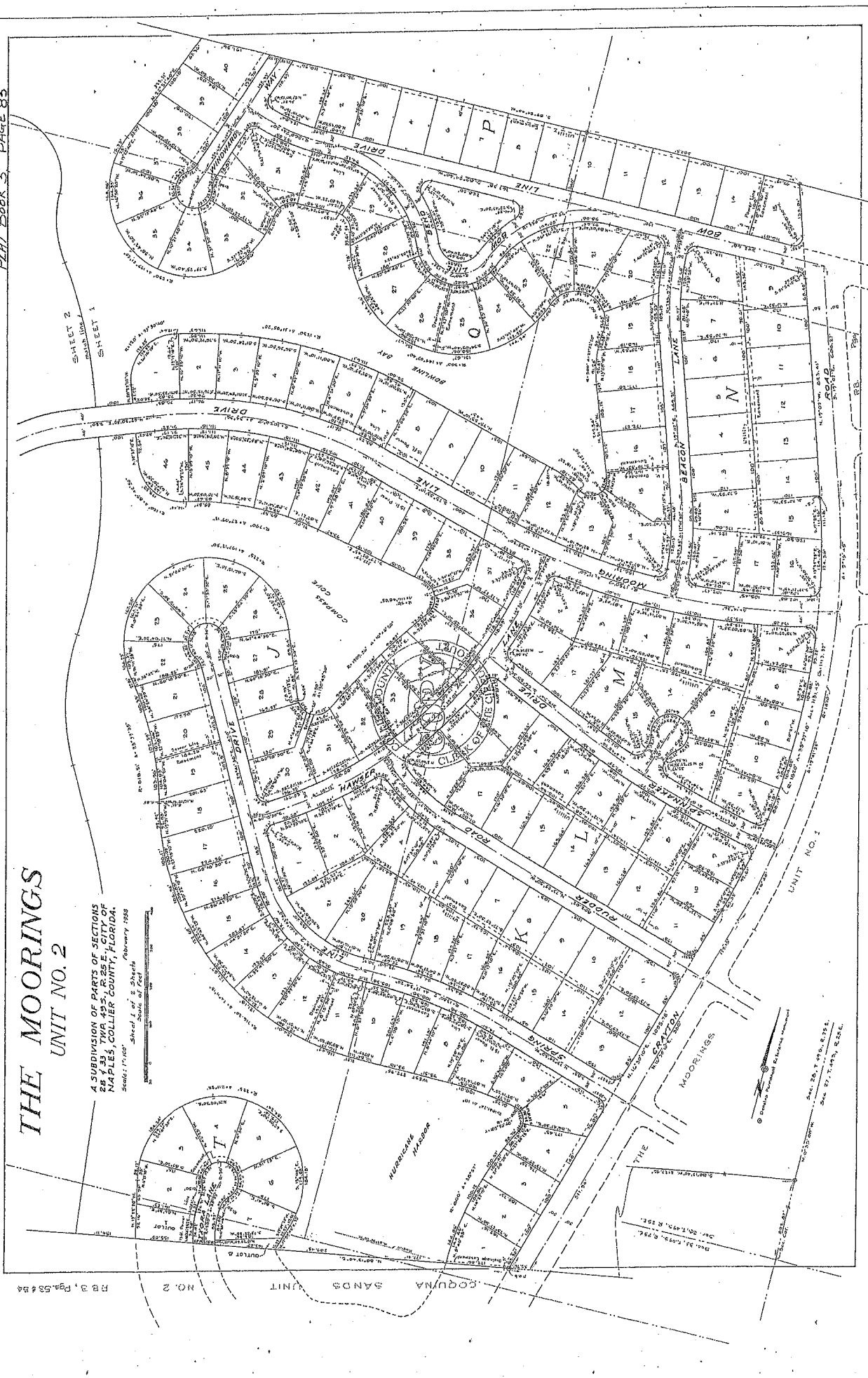
**PREPARED FOR**

**GUARDIAN PROPERTY MANAGEMENT, INC.**

**SEARCH THROUGH: APRIL 25, 2013 AT 8:00 A. M.**

# THE MOORINGS UNIT NO. 2

A SUBDIVISION OF PARTS OF SECTIONS  
28 & 33, TWP. 43° N., R. 25° E., CITY OF  
NAPLES, COLLIER COUNTY, FLORIDA.  
Scale: 1" = 100' Filed 1/27/58  
Surveyed by J. J. Smith  
Surveyed by J. J. Smith

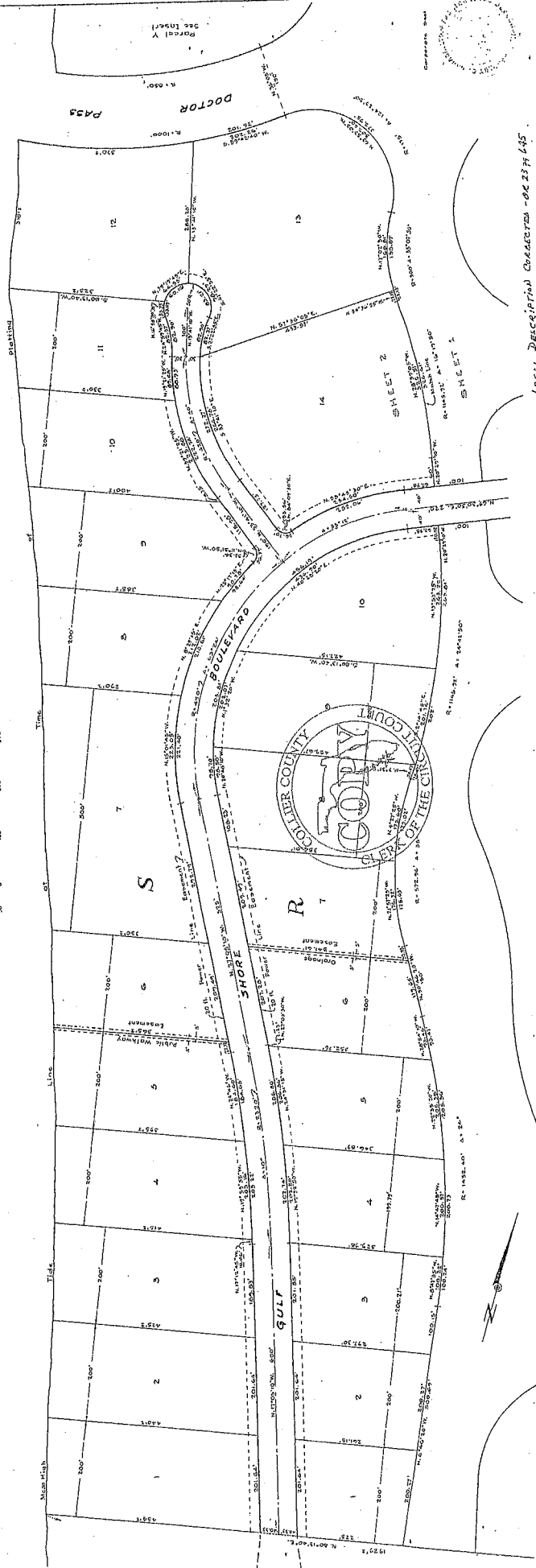
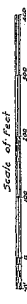


Scale: 1"=100'

Scale: 1"=100'

0707

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0  
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X  
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DESCRIPTION

[illegible]

NOTES

**NOTES**

All filled curves at skirt intersection have radii of 25 ft..  
Generators are shown to the current of the 4000 ft. center.  
Indicates 12 ft. (4000 ft. center) with iron bar center.  
Cut: Indicates 12 ft. (4000 ft. center) with iron bar center.  
Cut: Indicates 12 ft. (4000 ft. center) with iron bar center.  
Cut: Indicates 12 ft. (4000 ft. center) with iron bar center.

CERTIFICATE OF SURVEY

WE HEREBY CERTIFY THAT THIS IS THE TRUE AND CORRECT REPRESENTATION OF THE LAND DESCRIBED HEREIN AS PLATTED UNDER OUR AUTHORITY AND A RECENT SURVEY MADE AND PLOTTED UNDER OUR DIRECTION AND THAT THE PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 7, LOWRY ACT, FLORIDA.

W. B. WILSON &amp; ASSOCIATES, INC.

W. R. VILLUMON C. ROSSIGNOL, JR.  
Engineer & Land Surveyor

by W. R. Villumon C. Rossignol, Jr.  
Florida Certificate Number

## DEDICATION

Know All Men By These Presents, that The Mooring's Development Company of Canada, Ltd., an organization qualified to do business in the State of Maryland, as proprietor, and to and platform. To be known as THE MOORINGS Unit No. 2, and that the roadways and waterways as shown herein are hereby dedicated to the perpetual use of the public and the right is reserved. The easements as shown are reserved in Wilkes Wharfed. The Mooring's Development Company of Canada, Ltd., has caused this dedication to be signed in its name by its President and its Secretary, and it is hereby attested by its Secretary, this 15th day of August, 1958.

THE MOOBINGS DEVELOPMENT COMPANY OF CANADA, LTD.

Witness my hand and seal this 21st day of June, 1964.

## ACKNOWLEDGEMENT

[illegible]

Edna M. Williams  
Notary Public, State of Florida at large.  
My commission expires 7/12/1907

APPROVALS

This slot approved this 19 day of March A.D. 1786.

This was approved this 13 day of August, 1958, at a meeting of the City Council of the City of Naples, Collier County, Florida.  
 William Henry  
 Chairman  
 This was approved this 19 day of March, A.D. 1958, at a meeting of the City Council of the City of Naples, Collier County, Florida.  
 Elizabeth Coleman

Mark: This plot approved this 17 day of March A.D. 1984  
Meyer

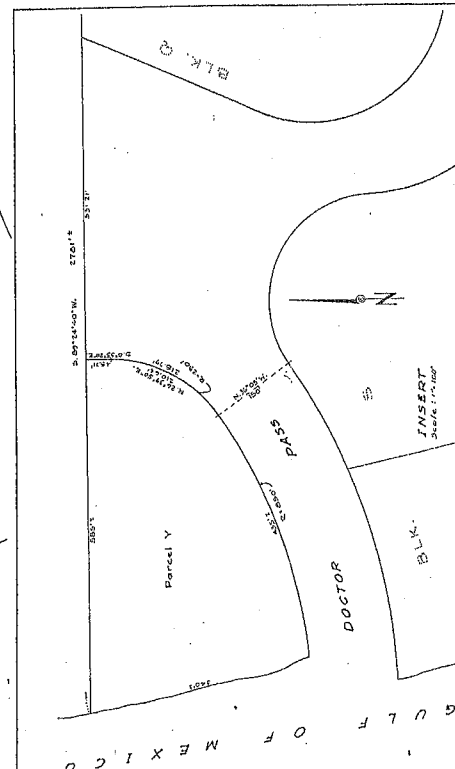
17 January 1964  
 6. Family Engineer  
 J. W. Bell  
 17 January 1964

2

**FILING RECORD**

I hereby certify that the plot of THE MORNING'S UNL No. 2 has been examined by me and from my examination I find that said plot complies in form with the requirements of Chapter 10735, Laws of Florida, Acts of 1929. I further certify that said plot was filed for record at 10:15 A.M. this 20th day of MARCH A.D. 1930, and was duly recorded in Plat Book 2, of pages 22 & 23 of the

Ex. 5. 1947  
of the Circuit Court in  
and for Collier County, Florida.  
Ray Henry Maples  
Jr.



THE MOORINGS, UNIT NO. 2,  
a subdivision of parts of  
Sections 28 & 33, Twp. 49S,  
R.25E., City of Naples,  
Collier County, Florida

PLAT  
Dated February 28, 1958  
Filed March 20, 1958  
Plat Book 3, pages 83 & 84  
COLLIER COUNTY RECORDS

DESCRIPTION:

From the SE cor. of Sec. 28, Twp. 49 S., R. 25 E., Collier County, Florida, run N:  $0^{\circ} 35' 00''$  W. 295.87'; th. S.  $80^{\circ} 13' 40''$  W. 2127.96' for a place of beginning; thence N.  $16^{\circ} 30' 10''$  E. 1095.78'; th. 1131.45' along the arc of a curve concave to the West,  $R=1820'$ , ch. brng. N.  $1^{\circ} 18' 25''$  W. 1113.32'; th. N.  $19^{\circ} 07' 00''$  W. 823.41'; th. S.  $89^{\circ} 24' 40''$  W. 2781' + to the waters of the Gulf of Mexico; th. in a Southerly direction 3,380' + along the said waters to a line that passes thru the p.o.b. and bears S.  $80^{\circ} 13' 40''$  W.; th. N.  $80^{\circ} 13' 40''$  E. 1929' + to the p.o.b.

Bearings used herein refer to the East line of the SE  $1/4$  of Sec. 28, Twp. 49 S., R. 25 E., as being N.  $0^{\circ} 35' 00''$  W.

DEDICATION:

Know all men by these presents, that The Moorings Development Company of Canada, Ltd., an organization qualified to do business in the State of Florida, as proprietors, have caused the lands embraced in the annexed plat to be surveyed, laid out and platted, to be known as THE MOORINGS Unit No. 2, and that the roadways and waterways as shown are hereby dedicated to the perpetual use of the public and the right to use the easements as shown are reserved for the purposes indicated.

In witness whereof, The Moorings Development Company of Canada, Ltd., has caused this dedication to be signed in its name by its President and its corporate seal to be affixed, attested by its Secretary this 28th day of February, 1958.

(Corporate Seal)  
Attest: T. O. Berryhill  
Secretary

THE MOORINGS DEVELOPMENT COMPANY  
OF CANADA, LTD.  
By H. Milton Link, President

ACKNOWLEDGEMENT:

Acknowledged February 28, 1958, by H. Milton Link and T. O. Berryhill, respectively as President and Secretary of The Moorings Development Company of Canada, Ltd., before a Notary Public of Collier County, Florida. Commission expires 7/16/60. NP Seal.

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Made this 28th day of February, 1958

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KNOW ALL MEN BY THESE PRESENTS:

The Undersigned, being the owner and holder of a certain first mortgage recorded in Book 14, page 1, of the Public Records of Collier County, Florida, covering the following described land to-wit:

All that part of fractional Section 28 which lies South of a line 340 feet North of and parallel with the East-West quarter Section line of said Section 28; and all of fractional Section 33; in Township 49 South, Range 25 East; excepting therefrom (1) All that part of said Sections 28 and 33 as was included in Town of Naples, according to the Plat thereof recorded in Plat Book 1 at page 8, Public Records of Lee County, Florida, now transcribed into the Public Records of Collier County, Florida, with the same Plat Book and page number, and (2) the right of way of Tamiami Trail;

That the present owner of the above described property, to wit, The Moorings Development Company of Canada, Ltd., has presented to the Mortgagee a Plat embracing all of the above described property entitled "The Moorings", prepared by W. R. Wilson & Associates, Inc.

Know all men by these presents that 33 Investment, Ltd., does hereby grant and give its written consent that upon final approval of said plat that same may be recorded upon the Public Records of Collier County, Florida.

Two witnesses

33 Investment, Ltd.

By Harold S. Lynton, Gen. Partner

Acknowledged February 28, 1958, by Harold S. Lynton, as a General Partner of 33 Investment, Ltd., a Florida limited partnership, before a Notary Public of New York County, New York. Commission expires March 30, 1958.  
(NP Seal)

Filed for Record March 20, 1958, in OR Book 22, page 182.

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Made this 19th day of March, 1958

Know All Men By These Presents:

The undersigned, being the owner and holder of a certain second mortgage recorded in Official Records Book 20, page 409, of the Public Records of Collier County, Florida, covering the following described land to-wit:

Same lands as described in OR Book 22, page 182, filed March 20, 1958.

That the present owner of the above described property, to-wit, The Moorings Development Company of Canada, Ltd., has presented to the Mortgagees a Plat embracing all of the above described property entitled "The Moorings", prepared by W. R. Wilson & Associates, Inc.,

Know All Men By These Presents that Marion Ravelo and Roberto Ferrer does hereby grant and give its written consent that upon final approval of said plat the same may be recorded upon the Public Records of Collier County, Florida.

Two witnesses

Marion Ravelo      Seal  
Roberto Ferrer      Seal

Acknowledged March 19, 1958, by Marion Ravelo and Roberto Ferrer, before a Notary Public of Cuba. Commission for Life. NP Seal.

Filed for Record March 25, 1958 in OR Book 22, page 327

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STATE OF FLORIDA  
COUNTY OF COLLIER

AFFIDAVIT  
Dated April 4, 1958  
Filed April 7, 1958  
OR Book 23, page 129  
COLLIER COUNTY RECORDS

Before me, the undersigned authority, a person duly authorized to administer oaths and take acknowledgments, personally appeared Bruce D. Green, Surveyor, Florida Certificate No. 1270, and Vice/President of W. R. Wilson & Associates, Inc., a Florida Corporation, who upon first being duly sworn deposes and sayeth, to-wit:

1. That Bruce D. Green is Vice/President of W. R. Wilson & Associates, Inc., a Florida Corporation, and that in such capacity he executed the "Certificate of Survey" for the following maps or plats covering real property situate, lying and being in Collier County, Florida and more particularly described, to-wit:

The Moorings, Unit No. 1, as per map or plat thereof recorded in Plat Book 3, pages 81 and 82, Public Records of Collier County, Florida;

AND

The Moorings, Unit No. 2, as per map or plat thereof recorded in Plat Book 3, pages 83 and 84, Public Records of Collier County, Florida.

That said plat on said Unit No. 1 was subsequently approved by the Honorable F. M. Lowdermilk, City Manager, on the 19th day of March, 1958; the Board of County Commissioners by the Honorable J. M. Davidson on the 18th day of February, 1958; the City Council of the City of Naples by the Honorable W. Roy Smith, Mayor, on the 19th day of March, 1958; the Honorable W. H. Turner, County Engineer, on the 18th day of February, 1958; and the Zoning Board of the City of Naples by the Honorable William G. Tracy, Chairman, on the 6th day of March, 1958.

And said plat on said Unit No. 2 was subsequently approved by the Honorable F. M. Lowdermilk, City Manager, on the 19th day of March, 1958; the Board of County Commissioners by the Honorable J. M. Davidson on the 17th day of March, 1958; the City Council of the City of Naples by the Honorable W. Roy Smith, Mayor, on the 19th day of March, 1958; the Honorable W. H. Turner, County Engineer, on the 17th day of March, 1958; and the Zoning Board of the City of Naples by the Honorable William G. Tracy, Chairman, on the 13th day of March, 1958.

2. That The Moorings, Unit No. 1, map or plat covered the following described property situate, lying and being in Collier County, Florida, and more particularly described as:

(continued on following page)

(continued) OR Book 23, page 129

From the Southeast corner of Section 28, Township 49 South, Range 25 East, Collier County, Florida, run N.  $0^{\circ}35'00''$  W. 295.87 ft.; th. S  $80^{\circ}13'40''$  W. 5.57 ft. for a place of beginning; th. continue S.  $80^{\circ}13'40''$  W. 2122.39 ft.; th. N.  $16^{\circ}30'10''$  E. 1095.78 ft.; th. 1131.45 ft. along the arc of a curve concave to the West,  $R=1820$  Ft., ch. brng. N.  $1^{\circ}18'25''$  W. 1113.32 ft.; th. N.  $19^{\circ}07'00''$  W. 823.41 ft.; th. N.  $89^{\circ}24'40''$  E. 1955.46 ft.; th. S.  $0^{\circ}31'50''$  E. 1545.82 ft.; th. 932.23 ft. along the arc of a curve concave to the East,  $R=5779.58$  ft., ch. brng. S.  $5^{\circ}09'05''$  E. 931.22 ft.; th. S.  $9^{\circ}46'20''$  E. 130.20 ft. to the p.o.b.

Bearings used herein refers to the East Line of the SE  $1/4$  of said Section as being N.  $0^{\circ}35'00''$  W.

That The Moorings, Unit No. 2, map or plat covered the following described property situate, lying and being in Collier County, Florida, and more particularly described as:

From the SE cor. of Sec. 28, Twp. 49S. R. 25E, Collier County, Florida, run N.  $0^{\circ}35'00''$  W. 295.87'; th. S.  $80^{\circ}13'40''$  W. 2127.96' for a place of beginning; th. N.  $16^{\circ}30'10''$  E. 1095.78'; th. 1131.45' along the arc of a curve concave to the West,  $R=1820'$ , ch. brng. N.  $1^{\circ}18'25''$  W. 1113.32 ft; th. N.  $19^{\circ}07'00''$  W. 823.41'; th. S.  $89^{\circ}24'40''$  W. 2781' more or less to the waters of the Gulf of Mexico; th. in a Southerly direction 3,380' more or less along the said waters to a line that passes thru the p.o.b. and bears S.  $80^{\circ}13'40''$  W.; th. N.  $80^{\circ}13'40''$  E. 1929' more or less to the p.o.b.

Bearings used herein refer to the East line of the SE  $1/4$  of Sec. 28, Twp. 49 S., R. 25E., as being N.  $0^{\circ}35'00''$  W.

3. The Affiant further states under oath that the description for Unit No. 1 and Unit No. 2 as more fully stated above are incorrect or defective. In describing the properties on said plats, an error in transcription or typing occurred; that the descriptions on said plats should be as follows:

The Moorings Unit No. 1

From the Southeast corner of Section 28, Township 49 South, Range 25 East, Collier County, Florida, run N.  $0^{\circ}35'00''$  W. 395.87 ft.; th. S.  $80^{\circ}13'40''$  W. 5.57 ft. for a place of beginning; th. continue S.  $80^{\circ}13'40''$  W. 2122.39 ft.; th. N.  $16^{\circ}30'10''$  E. 1095.78 ft.; th. 1131.45 ft. along the arc of a curve concave to the West,  $R=1820$  ft., ch. brng. N.  $1^{\circ}18'25''$  W. 1113.32 ft.; th. N.  $19^{\circ}07'00''$  W. 823.41 ft.; th. N.  $89^{\circ}24'40''$  E. 1955.46 ft.; th. S.  $0^{\circ}31'50''$  E. 1545.82 ft.; th. 932.23 ft. along the arc of a curve concave to the East,  $R=5779.58$  ft. ch. brng. S.  $5^{\circ}09'05''$  E. 931.22 ft.; th.

(continued on following page)

(continued) OR Book 23, page 129

S. 9°46'20" E. 130.20 ft. to the p.o.b.

Bearings used herein refer to the East Line of the SE 1/4 of said Section as being N. 0°35'00" W.

The Moorings, Unit No. 2.

From the SE cor. of Sec. 28, Twp. 49 S., R. 25 E., Collier County, Florida, run N. 0°35'00" W. 395.87'; th. S. 80°13'40" W. 2127.96' for a place of beginning; th. N. 16°30'10" E. 1095.78'; th. 1131.45' along the arc of a curve concave to the West, R=1820', ch. brng. N. 1°18'25" W. 1113.32'; th. N. 19°07'00" W. 823.41'; th. S. 89°24'40" W. 2781' more or less to the waters of the Gulf of Mexico; th. in a Southerly direction 3,380' more or less along the said waters to a line that passes thru the p.o.b. and bears S. 80°13'40" W.; th. N. 80°13'40" E. 1929' more or less to the p.o.b.

Bearings used herein refer to the East line of the SE 1/4 of Sec. 28, Twp. 49 S., R. 25 E., as being N. 0°35'00" W.

4. The Affiant further states under oath that it was the intent of The Moorings Development Company of Canada, Ltd., to plat the lands shown in the corrective descriptions above and the error occurred in the transcription; and that said Certificate of Survey is hereby ratified and affirmed as correct, as it appears in paragraph 3 hereof.

Further the Affiant sayeth not.

Bruce D. Green (Seal)  
Registered Land Surveyor No. 270  
Vice President  
W. R. Wilson & Associates, Inc.

State of Florida  
County of Collier

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Bruce D. Green, to me well known to be the person described in and who executed the foregoing affidavit, and acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and seal this the 4th day of April, 1958.

(Justice's District  
Seal)

G. E. Carroll, Justice of the Peace  
Elected November 6, 1956 for a  
term of 4 years.

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RESOLUTION

WHEREAS, the City Council of the City of Naples, Florida, did approve a certain plat or map covering certain real properties situate, lying and being in Collier County, Florida, under the date of the 19th day of March, 1958, and more particularly described as:

THE MOORINGS, UNIT NO. 1, as per map or plat thereof recorded in Plat Book 3, pages 81 and 82, Public Records of Collier County, Florida;

and

WHEREAS, the City Council of the City of Naples, Florida, did approve a certain plat or map covering certain real properties situate, lying and being in Collier County, Florida, under the date of the 19th day of March, 1958, and more particularly described as:

THE MOORINGS, UNIT NO. 2, as per map or plat thereof recorded in Plat Book 3, pages 83 and 84, Public Records of Collier County, Florida;

and

Whereas, it appears that through an error in transcribing the description on the plats as recorded above, an error was made in the descriptions; and

Whereas, it is expedient to put the question to rest, confirm and ratify, nunc pro tunc, the correct description on said plats; it is upon consideration

Now, Therefore, Be It Resolved by the City Council of the City of Naples, Florida, as follows:

Section 1. The description as shown on that certain plat captioned THE MOORINGS, UNIT NO. 1, as recorded in Plat Book 3, pages 81 and 82, Public Records of Collier County, be and the same hereby is amended and corrected nunc pro tunc as follows:

From the Southeast corner of Section 28, Township 49 South, Range 25 East, Collier County, Florida, run N.  $0^{\circ}35'00''$  W. 395.87 ft.; th. S.  $80^{\circ}13'40''$  W. 5.57 ft. for a place of beginning; th. continue S.  $80^{\circ}13'40''$  W. 2122.39 ft.; th. N.  $16^{\circ}30'10''$  E. 1095.78 ft.; th. 1131.45 ft. along the arc of a curve concave to the West,  $R=1820$  ft. ch. brng. N.  $1^{\circ}18'25''$  W. 1113.32 ft.; th. N.  $19^{\circ}07'00''$  W. 823.41 ft.; th. N.  $89^{\circ}24'40''$  E. 1955.46 ft.; th. S  $0^{\circ}31'50''$  E. 1545.82 ft.; th. 932.23 ft. along the arc of a curve concave to the East,  $R=5779.58$  ft., ch. brng. S.  $5^{\circ}09'05''$  E. 931.22 ft.; th. S.  $9^{\circ}46'20''$  E. 130.20 ft. to the p.o.b.

Bearings used herein refer to the East Line of the SE  $1/4$  of said Section as being N.  $0^{\circ}35'00''$  W.

Section 2. The description as shown on that certain plat captioned THE MOORINGS, UNIT NO. 2, as recorded in Plat Book 3, pages 83 and 84, Public Records of Collier County, be and the same hereby is amended and correct nunc pro tunc as follows:

(continued on following page)

## (continued) Resolution

From the SE cor. of Sec. 28, Twp. 49 S., R. 25 E., Collier County, Florida, run N.  $0^{\circ}35'00''$  W. 395.87'; th. S.  $80^{\circ}13'40''$  W. 2127.96' for a place of beginning; th. N.  $16^{\circ}30'10''$  E. 1095.78'; th. 1131.45' along the arc of a curve concave to the West,  $R=1820'$ , ch. brng. N.  $1^{\circ}18'25''$  W. 1113.32'; th. N.  $19^{\circ}07'00''$  W. 823.41'; th. S.  $89^{\circ}24'40''$  W. 2781' more or less to the waters of the Gulf of Mexico; th. in a Southerly direction 3,380' more or less along the said waters to a line that passes thru the p.o.b. and bears S.  $80^{\circ}13'40''$  W.; th. N.  $80^{\circ}13'40''$  E. 1929' more or less to the point of beginning.

Bearings used herein refer to the East line of the SE  $1/4$  of Sec. 28, Twp. 49 S., R. 25 E., as being N.  $0^{\circ}35'00''$  W.

Section 3. The said plats herein described are hereby ratified in each and every respect as originally recorded with the exception of the changes herein specifically made.

Section 4. The Clerk of the City Council of the City of Naples, Florida, is hereby directed to cause a copy of this Resolution to be spread upon the Public Records of Collier County, Florida, in accordance with the recording statutes of the State of Florida.

Passed in Open Session of the City Council of the City of Naples, Florida, this 9th day of April, 1958.

City Council, City of Naples,  
Florida

Attest: Elsie Lehman  
Clerk

W. Roy Smith, Mayor  
William Berry  
Francis Ford  
Arnold Haynes

Filed April 10, 1958 in OR Book 23, page 256.

RESOLUTION

Whereas, the Board of County Commissioners of Collier County, Florida, did approve a certain plat or map covering certain real properties situate, lying and being in Collier County, Florida, under the date of the 18th day of February, 1958, and more particularly described as:

THE MOORINGS, UNIT NO. 1, as per map or plat thereof recorded in Plat Book 3, pages 81 and 82, Public Records of Collier County, Florida;

and

Whereas, the Board of County Commissioners of Collier County, Florida, did approve a certain plat or map covering certain real properties situate, lying and being in Collier County, Florida, under the date of the 17th day of March, 1958, and more particularly described as:

THE MOORINGS, UNIT NO. 2, as per map or plat thereof recorded in Plat Book 3, pages 83 and 84, Public Records of Collier County, Florida;

and

Whereas, it appears that through an error in transcribing the description on the plats as recorded above, an error was made in the descriptions; and

Whereas, it is expedient to put the question to rest, confirm and ratify, nunc pro tunc, the correct description on said plats; it is upon consideration

Now, Therefore, Be It Resolved by the Board of County Commissioners of Collier County, Florida, as follows:

Section 1. The description as shown on that certain plat captioned The Moorings, Unit No. 1, as recorded in Plat Book 3, pages 81 and 82, Public Records of Collier County, be and the same hereby is amended and corrected nunc pro tunc as follows:

From the Southeast corner of Section 28, Township 49 South, Range 25 East, Collier County, Florida, run N. 0°35'00" W. 395.87 ft.; th. S. 80°13'40" W. 5.57 ft. for a place of beginning; th. continue S. 80°13'40" W. 2122.39 ft.; th. N. 16°30'10" E. 1095.78 ft.; th. 1131.45 ft. along the arc of a curve concave to the West, R=1820 ft., ch. brng. N. 1°18'25" W. 1113.32 ft.; th. N. 19°07'00" W. 823.41 ft.; th. N. 89°24'40" E. 1955.46 ft.; th. S 0°31'50" E. 1545.82 ft.; th. 932.23 ft. along the arc of a curve concave to the East, R=5779.58 ft., ch. brng. S. 5°09'05" E. 931.22 ft.; th. S. 9°46'20" E. 130.20 ft. to the p.o.b.

Bearings used herein refer to the East Line of the SE 1/4 of said Section as being N. 0°35'00" W.

Section 2. The description as shown on that certain plat captioned The Moorings, Unit No. 2, as recorded in Plat Book 3, pages 83 and 84, Public Records of Collier County, be and the same hereby is amended and corrected nunc pro tunc as follows:

(continued on following page)

(continued) OR Book 23, page 645

From the SE cor. of Sec. 28, Twp. 49 S., R. 25 E., Collier County, Florida, run N.  $0^{\circ}35'00''$  W. 395.87'; th. S.  $80^{\circ}13'40''$  W. 127.96' for a place of beginning; th. N.  $16^{\circ}30'10''$  E. 1095.78'; th. 1131.45' along the arc of a curve concave to the West,  $R=1820'$ , ch. brng. N.  $1^{\circ}18'25''$  W. 1113.32'; th. N.  $19^{\circ}07'00''$  W. 823.41'; th. S.  $89^{\circ}24'40''$  W. 2781' more or less to the waters of the Gulf of Mexico; th. in a Southerly direction 3,380' more or less along the said waters to a line that passes thru the p.o.b. and bears S.  $80^{\circ}13'40''$  W.; th. N.  $80^{\circ}13'40''$  E. 1929' more or less to the p.o.b.

Bearings used herein refer to the East line of the SE  $1/4$  of Sec. 28, Twp. 49 S., R. 25 E., as being N.  $0^{\circ}35'00''$  W.

Section 3. The said plats herein described are hereby ratified in each and every respect as originally recorded with the exception of the changes herein specifically made.

Section 4. The Clerk of the Board of County Commissioners of Collier County, Florida, is hereby directed to cause a copy of this Resolution to be spread upon the Public Records of Collier County, Florida, in accordance with the recording statutes of the State of Florida, and further directed to so note on said Plats.

Passed in open session of the Board of County Commissioners of Collier County, Florida, this 8th day of April, 1958.

Board of County Commissioners  
Collier County, Florida

Attest: Ed. Scott, Clerk      By J. M. Davidson  
Chairman of the Board

STATE OF FLORIDA  
COUNTY OF COLLIER

CERTIFICATE OF THE CLERK

I, Ed Scott, Clerk of the Circuit Court in and for the State and County aforesaid, Do hereby Certify that the above and foregoing is a true and correct copy of resolution duly passed by the Board of County Commissioners of Collier County, Florida, in regular session on April 8, 1958, Amending The Moorings, Unit No. 1, as recorded in Plat Book 3, pages 81 and 82, and amending The Moorings Unit No. 2, as recorded in Plat Book 3, pages 83 and 84, duly filed and recorded in Minute Book 4, pages 519 and 520.

In witness whereof, I have hereunto set my hand and affixed my official seal this 8th day of April, 1958.

Ed Scott, Clerk Circuit Court  
By Margaret T. Scott, D.c.

MOORINGS DEVELOPMENT COMPANY  
OF CANADA, LTD., a Canadian  
Corporation authorized to do  
business under the laws of  
the State of Florida

WARRANTY DEED  
Dated August 31, 1961  
Filed October 24, 1961  
O R Book 95, page 226  
COLLIER COUNTY RECORDS  
\$10.00 and o.g.v.c.

to

THE MOORINGS OF NAPLES PROPERTY  
OWNERS ASSOCIATION, INC., a non-  
profit corporation of the  
State of Florida

CONVEYS: Lot 7, Block "S", THE MOORINGS, UNIT NO. 2,  
a Subdivision in Collier County, Florida, as  
recorded in Plat Book 3, pages 83 and 84, of  
the Public Records of Collier County, Florida.

SUBJECT TO The following restrictions, limitations, covenants  
and conditions running with the land:

1. The Taxes lawfully levied and assessed against said  
property shall never be permitted to become delinquent,  
nor shall the payment of any special assessment lawfully  
assessed and levied against the property ever be permitted  
to become delinquent, which shall include all municipal,  
County, State or Federal Taxes.
2. That the Grantee is a non-profit corporation of the State  
of Florida, and that it will keep in full force and effect  
the corporation at all times, including the payment of all  
State franchise taxes.
3. That the property shall always be used for the purpose  
it was intended; namely, of operating, conducting,  
maintaining or constructing beach and recreational  
facilities for the use and benefit of the residential  
property owners, now or hereafter owning residential  
property within the following described property, to wit:

The Subdivision known as MOORINGS, UNIT NO. 1, and UNIT  
NO. 2, according to the Plat thereof recorded in Plat  
Book 3, pages 81 and 82, and 83 and 84, respectively, of  
the Public Records of Collier County, Florida;  
ALSO:

All that part of fractional Section 28 which lies North  
of a line 340 feet North of and parallel with the East-West  
Quarter Section line of said Section 28 in Township 49  
South, Range 25 East; excepting therefrom (1) All that  
part of said Section 28 as was included in Town of Naples,  
according to the Plat thereof recorded in Plat Book 1 at  
page 8, Public Records of Lee County, Florida, now trans-  
cribed into the Public Records of Collier County, Florida,  
with the same Plat book and page number, and (2) the right  
of way of Tamiami Trail.

CONTINUED ON FOLLOWING PAGE . . .

And such persons as may be permitted by the Grantee or its successors or assigns; that at no time shall said land be used for any other purpose.

All property owners in the second described parcel of land shall be permitted to use Lot 7, Block "S" of THE MOORINGS, UNIT NO. 2, only if all of the residential property owners in Units No. 1 and No. 2 of The Moorings are granted equal rights to use any recreational facilities that may be created or dedicated by the Moorings Development Company of Canada, Ltd.

4. The Grantor, its successors and assigns, specifically reserve the right to permit its grantees of land owned by it, located in the property described in the preceding paragraph, to make joint use of the lands herein conveyed to the same extent and upon the same basis as the members of the Grantee herein.

5. Said Grantee shall not lease, sell, rent, or convey in any other manner, or place the above described property under control of any person, persons, firms or corporations.

6. In accepting this deed, the Grantee herein, its successors and assigns, agree that the foregoing restrictions, limitations and covenants are made a part consideration of the purchase price, and are covenants to run with the land, and in case of the violation of any of the said restrictions, limitations, covenants or conditions, this deed shall ipso facto become null and void, and the right of possession and title of and to said property shall immediately revert and revest in and to the Grantor herein, its successors or assigns.

7. The Grantee herein shall not be permitted to encumber the title to said property in any manner, without first securing the written approval of the Grantor herein; such written approval to be in a form specifying the nature of the encumbrances, and to be in recordable form.

8. As an additional remedy, the Grantor specifically reserves the right to proceed at law or in equity to compel a compliance with the restrictions, limitations, and covenants set forth in this conveyance, or to prevent the violation or breach of any of them, and may enter upon the aforesaid property, or any part or parcel thereof, where such violation exists and summarily abate or remove the same at the expense of the Grantee, and such entry or abatement and removal shall not be deemed a trespass. The failure promptly to enforce any of the restrictions, limitations or covenants shall not bar their enforcement. The invalidation of any thereof by any Court of competent jurisdiction in no wise shall affect any of the other restrictions, limitations and covenants, but they shall remain in full force and effect.

20 Cent Fla. State Stamp cancelled.

TWO WITNESSES. MOORINGS DEVELOPMENT COMPANY OF CANADA, LTD.,  
CORP. SEAL. ATTEST: By H. Milton Link, President

Thomas O. Berryhill, Secretary.

ACKNOWLEDGED August 31, 1961 by H. MILTON LINK and THOMAS O. BERRYHILL, President and Secretary, respectively, of the Corporation named in the foregoing deed, before a Notary Public of Broward County, Florida, whose commission expires Sept. 19, 1962.

NOTARIAL SEAL.

=====

160265

This instrument prepared by  
B. C. Nichols, Attorney  
Balch Bldg., Naples, Fla

OFFICE OF THE  
CLERK OF THE COURT  
COLLIER COUNTY, FLORIDA

MAY 24 4 17 PM '68

HAROLD L. SCOTT  
CLERK OF THE COURT  
COLLIER COUNTY, FLORIDA

LEASE

THIS AGREEMENT made this 1st day of October, 1964, between  
HEXAGON CORP., a corporation, hereinafter called the "lessor",  
and PORT AU VILLA INC., a non-profit corporation, herein-  
after called "Lessee";

WITNESSETH:

1. In consideration of the rents herein specified and the  
mutual covenants, conditions and agreements hereinafter set forth,  
the Lessor does hereby agree to lease to the Lessee, and the  
Lessee does hereby agree to take from the Lessor the following  
property situate, lying and being in Collier County, Florida,  
to-wit:

Lot 9, Block "R", THE MOORINGS, UNIT NO. 2,  
according to the plat thereof recorded in Plat  
Book 3, pages 83 and 84, of the current Public  
Records of Collier County, Florida

2. The term of this Lease is ninety-nine (99) years  
commencing on the 1st day of January, 1965 and expiring on the  
1st day of January, 2064, unless sooner terminated in the manners  
herein specified.

3. The Lessor hereby reserves as rent for such term the  
sum of \$21,000.00 per annum, payable quarterly on March 31st,  
June 30th, September 30th and December 31st each and every year  
during said term. The Lessee agrees to pay future installments  
due hereunder to the account of the Lessor at The Bank of Naples,

Naples, Florida, or to such other bank or trust company as the Lessor may from time to time designate by notice in writing to the Lessee. At the end of each five (5) year period during the term of this Lease, the rental value of the above described property shall be determined in accordance with each of the following alternative methods of valuation, to-wit:

(a) The sum of \$21,000.00 per annum shall be increased in a percentage equal to the percentage increase in the commodity index during the past five (5) year period. Should the commodity index have not increased during the last succeeding five (5) year period, the rental value determined under this sub-paragraph shall remain the \$21,000.00 per annum and shall not be reduced.

(b) The Lessor and the Lessee shall each appoint a qualified realtor resident in Collier County, Florida. The two realtors so appointed shall by mutual agreement choose a third qualified realtor resident in Collier County, Florida. The three realtors so chosen shall by unanimous decision arrive at a reasonable rental value for the above described property and report their findings to the Lessor and Lessee.

When the rental value of the above described property is determined in accordance with the provisions of sub-paragraphs (a) and (b) above, the highest value determined in accordance with those provisions shall thereupon be the rental reserved for the next.

following five (5) year period of this Lease to be payable as hereinabove provided.

4. The Lessee agrees with the Lessor as follows:

A. The Lessee will pay to the Lessor all the rent hereby reserved in the installments and at the times and places called for by this Lease.

B. The Lessee will promptly pay as the same come due all charges for lights, heat, water and other utility services.

C. The Lessee will pay all taxes, assessments and levies of every nature and kind, including water rents, sewer service and charges, which may be levied or assessed against any of the premises or upon any of the buildings or improvements contained thereon or which may be levied or imposed upon the leasehold estate hereby created and upon the reversionary interests in said estate during the term hereinbefore granted.

D. The Lessee will at its expense comply with all requirements of law and with all ordinances, regulations, or orders of any state, municipal or other public authority affecting the demised premises. The Lessee will likewise comply with all requirements of the fire insurance company insuring the Lessor against fire and other hazards.

E. The Lessee will not use or permit the premises to be used for any illegal or improper purpose. The demised premises shall be used or occupied only for the purpose of maintaining a single housing project consisting of fifty-six (56) individual

housing units operated on a non-profit basis and in the interests of and for the housing of members of such project, such projects being commonly known and operated at this time as co-operative apartments. In connection with such project, the Lessee may provide such community facilities, services and benefits as may be necessary or convenient for the welfare of its members and the usefulness of the project.

5. The Lessee shall not do or suffer anything to be done whereby the leased premises may be encumbered by any mechanic's lien and shall, whenever and as often as any such mechanic's lien is filed against the property purporting to be for labor or material furnished to the Lessee, discharge the same of record within ten (10) days after the date of filing. Notice is hereby given that the Lessee has no authority to contract for the account of the Lessor and that the Lessor shall not be liable for any labor or materials furnished or to be furnished to the Lessee on credit, and that no mechanic's lien or other lien for labor or materials shall attach to or effect the reversionary interests of the Lessor in the premises leased. If the Lessee shall fail to pay and fully discharge any mechanic's lien within thirty (30) days after written notice to do so by the Lessor, then the Lessor shall be authorized to discharge and pay off such lien and shall be entitled to be reimbursed upon demand by the Lessee for the amount so paid, together with interest at six per cent (6%) from the time of the payment.

6. The Lessee shall at its own expense, so long as this Lease shall be in force, keep any buildings and improvements that

shall at any time be upon said premises insured to the full value thereof with a good and responsible insurance company and furnish evidence of such insurance to the Lessor.

7. In case of damage to the demised premises by fire, enemy action or other disaster, the Lessee shall at its own cost and expense and without expense to the Lessor rebuild and/or repair the said demised premises upon the same general plans and dimensions as existed before said fire or casualty.

8. The Lessee will, at its own cost and expense, keep the buildings which may be situated on the demised premises and all appurtenances thereto belonging, together with the sidewalks, drives and approaches, in good, safe and secure condition.

9. The Lessee shall save the Lessor harmless and free from any loss, cost, damage or expenses arising out of any accident or other occurrence causing injury to any person or property and due directly or indirectly to the use or occupancy of the demised premises by the Lessee, its successors or assigns, and the Lessee shall carry adequate liability insurance on the demised premises and shall furnish evidence of such insurance to the Lessor upon demand.

10. Each of the following shall be deemed a default by the Lessee and a breach of this Lease:

A. The filing of a petition by or against the Lessee for its adjudication as a bankrupt or for an arrangement within the meaning of Chapter 11 of the Bankruptcy Act.

B. The dissolution or the commencement of any action or proceeding for the dissolution of this Lease.

C. The taking of the property of the Lessee by governmental officer or agent under any legal process.

D. The making by the Lessee of an assignment for the benefit of creditors.

E. A default in the payment of rent herein reserved or any part thereof for a period of ten (10) days.

F. A default in the performance of any of the covenants or conditions required to be performed by the Lessee under the terms of this Lease for a period of ten (10) days after service of notice thereof by the Lessor, or its agent.

In the event of a default by the Lessee, the Lessor may serve a written notice upon the Lessee that the Lessor elects to declare a forfeiture of this Lease and upon a specified time stated in such notice, which date shall be not less than ten (10) days after the service of such notice, this Lease shall expire as if that date had been originally fixed in this Lease as the expiration of the term herein granted. No default shall be deemed waived except if the waiver thereof is acknowledged in writing and signed by the Lessor; provided, that default under sub-sections E and F of the foregoing shall be deemed waived if the default is corrected before the notice of termination provided for above is served upon the Lessee. In the event this Lease is terminated as above provided, or in the event the leased premises are abandoned by the Lessee or

become vacant during the term, the Lessor, or its authorized representatives, may immediately or at any time thereafter re-enter and resume possession of the demised premises and remove all persons or property therefrom by legal proceedings, self-help or otherwise, and the Lessor shall not be liable for any damages therefor. No re-entry or taking possession of the demised premises by the Lessor shall be deemed an acceptance of a surrender of this Lease.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed in their name, and their corporate seals to be hereunto affixed, by their proper officers thereunto duly authorized, the day and year first above written.

HEXAGON CORP.

By J. Allen Fleming  
J. Allen Fleming, President

ATTEST Earl L. Frye  
Earl L. Frye, Secretary

PORT AU VILLA INC.

By J. Allen Fleming  
J. Allen Fleming, President

ATTEST Earl L. Frye  
Earl L. Frye, Secretary

STATE OF FLORIDA  
COUNTY OF COLLIER

I HEREBY CERTIFY that on this date before me, an officer duly authorized to administer oaths and take acknowledgements, personally

appeared J. ALLEN FLEMING and EARL L. FRYE, well known to me to be the President and Secretary respectively of HEXAGON CORP., a Florida corporation, and J. ALLEN FLEMING and EARL L. FRYE, well known to me to be the President and Secretary respectively of PORT AU VILLA INC., a Florida non-profit corporation, and that they severally acknowledged executing the foregoing freely and voluntarily under authority duly vested in them by said corporations and that the seals affixed thereto are the true corporate seals of said corporation.

WITNESS my hand and official seal this 1st day of October, 1964.

(NOTARY SEAL)



*[Signature]*  
Notary Public  
My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE  
MY COMMISSION EXPIRES SEPT. 21, 1965  
BONDED THROUGH FRED W. BERTELHOFF

208860

CERTIFICATE OF ESTOPPEL

118 27 3 1973

PORT AU VILLA, INC.  
SOUTH COUNTY, FLORIDA

STATE OF FLORIDA  
COUNTY OF COLLIER

Before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Mario R. Androschi, as Treasurer of PORT AU VILLA, INC., a Florida corporation authorized to do business in the State of Florida, who upon first being duly sworn, deposes and says:

1. The Affiant is Treasurer of PORT AU VILLA, INC., a Florida corporation authorized to do business in the State of Florida.

2. That said corporation is in good standing with the State of Florida and all corporate taxes have been fully paid.

3. That the records of PORT AU VILLA, INC., show that Apartment No. 118 of PORT AU VILLA is held in the name of CHARLES T. BRODER and IRMA R. BRODER, husband and wife.

4. That the operating assessment for said Apartment No. 118 of PORT AU VILLA is \$ 600.00 for the 6 month period beginning the 1 day of January, 1973. Assessments for said period have been paid to said corporation.

*All maintenance assessments are due on 1st, 10th & 20th*  
5. That FRED I. LOMAS has been approved for membership in the cooperative.

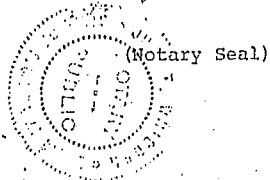
6. That the corporate records do not reveal any outstanding indebtedness against or security interest in said apartment.

*There is a \$25.00 fee for state of apartment*  
FURTHER THE AFFIANT SAYETH NOT.....

PORT AU VILLA, INC.

By: Mario R. Androschi  
Treasurer

SWORN TO AND SUBSCRIBED TO before me this the 8th day of February, 1973.



Fred I. Lomas  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JAN. 22, 1975

213439  
*Warranty Deed*      361 PAGE 703

THIS INCENTURE, Made this      1st      day of      January      , A.D. 19 69

Between      HEXAGON CORP., a Florida corporation,

the Grantor

And      WALBRO INVESTMENT LTD., an undivided 58.65%, and NELSON A. FAERBER, an undivided 41.35%, as Tenants in Common,      the Grantee  
whose post office address is: 1717 Gulf Shore Boulevard, Naples, Florida 33940

Witnesseth, That the Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS in hand paid by the Grantee, receipt whereof is hereby acknowledged, hereby conveys to the Grantee the real property in Collier County, Florida, described as:

-----Lot 9, Block "R" THE MOORINGS, UNIT NO. 2,  
according to the plat thereof recorded in Plat  
Book 3, pages 83 and 84, of the current Public  
Records of Collier County, Florida-----

GRANTOR further assigns all of his rents, title and interest in and to that certain Lease, dated October 1, 1964, between HEXAGON CORP., a corporation, as Lessor, and PORT AU VILLA, INC., a corporation, as Lessee, which said Lease is recorded at OR 274, Page 859, of the current Public Records of Collier County, Florida.

SUBJECT to easements, reservations and restrictions of record.



RECORDED  
OFFICIAL RECORD BOOK  
COLLIER COUNTY, FLORIDA

JUL 27 2 38 PM '70

CLERK OF DISTRICT COURT  
COLLIER COUNTY, FLORIDA

And the said Grantor does covenant that the property is free of all encumbrances, that lawful seisin of and good right to convey that property are vested in the Grantor, and that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Signed in the presence of:

HEXAGON CORP.

By Joseph J. Wallace (SEAL)  
Joseph J. Wallace, President (SEAL)  
(SEAL)

STATE OF Florida  
COUNTY OF Collier

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

JOSEPH J. WALLACE, as President of HEXAGON CORP., a Florida corporation, to me well known to be the person described as Grantor and who executed the foregoing deed, and acknowledged before me that said person executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and seal this      1st      day of      January      , A.D. 19 69

My Commission Expires:      Notary Public, State of Florida

Notary Public

(NOTARY SEAL)

This instrument prepared by B. Clarke Nichols, Esquire

LAW OFFICES OF CARROLL, VEGA, BROWN and NICHOLS, P.A.  
BALCH BUILDING, NAPLES, FLORIDA

RE 301 PAGE 706

COLLIER COUNTY  
STATE of FLORIDA  
DOCUMENTARY STAMP TAX  
JUL 27 70  
COMPTROLLER  
PR 170147  
9900

COLLIER COUNTY  
STATE of FLORIDA  
DOCUMENTARY STAMP TAX  
JUL 27 70  
COMPTROLLER  
PR 170147  
9900

COLLIER COUNTY  
STATE of FLORIDA  
DOCUMENTARY STAMP TAX  
JUL 27 70  
COMPTROLLER  
PR 170147  
4200

Recorded to Official Records Book  
of COLLIER COUNTY, FLORIDA  
MARGARET T. SCOTT  
State of Florida Clerk

2114083 OR: 2245 PG: 0806

RECORDED IN OFFICIAL RECORDS OF COLLIER COUNTY, FL  
10/31/96 AT 09:15AM EMILY B. BROCK, CLERK  
REC FEE 154.50

# CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly and acting President Retn  
of Port au Villa, Inc., a Florida corporation not for profit, SWALM & MURRELL  
hereby certifies that at a meeting of the members held on 2375 TAMiami TR N #105  
March 7, 1996, where a quorum was present, after due NAPLES FL 34103  
notice, the resolution set forth below was approved by the  
affirmative vote of at least a majority of those present and  
voting, in person or by proxy, for the purpose of amending  
the Bylaws of Port au Villa, Inc. pertaining to Port au Villa,  
a Cooperative located upon the following described real  
property:

Lot 9, Block "R", The Moorings, Unit 2,  
according to plat thereof recorded in Plat  
Book 3, Pages 83 and 84, of the Public  
Records of Collier County, Florida.

(for use by Clerk of Court)

RESOLVED: That the Bylaws of Port au Villa, Inc., be and are hereby amended and the  
amendment is adopted in the form attached hereto, and made a part hereof.

Date: \_\_\_\_\_

PORT AU VILLA, INC.

(1) \_\_\_\_\_

Witness

Print Name: \_\_\_\_\_

By: Robert Everett

Robert Everett, President

2100 Gulf Shore Boulevard, # 115

Naples, FL 33940

(2) Witness

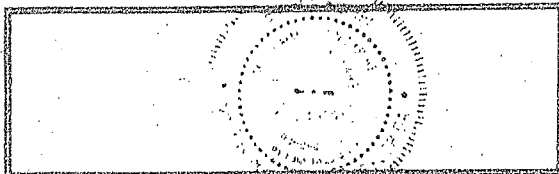
Witness

Print Name: \_\_\_\_\_

(CORPORATE SEAL)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1996, by \_\_\_\_\_  
Robert Everett, President of the aforementioned Corporation, on behalf of the Corporation. He is  
personally known to me or has produced \_\_\_\_\_ as identification.



(Print, Type or Stamp Complete Name of Notary  
Public) (Affix Notarial Seal)

Signature of Notary Public

This instrument prepared by Robert C. Samouco, Esq., Swalm &  
Murrell, P.A.; 2375 Tamiami Trail North, Suite 308, Naples, Florida  
33940

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

AMENDED AND RESTATED BYLAWS  
OF

PORT AU VILLA, INC.

1. **GENERAL.** These are the Amended and Restated Bylaws of PORT AU VILLA, INC., hereinafter the "Association", a corporation not for profit organized under the laws of Florida for the purpose of operating a residential cooperative pursuant to the Florida Cooperative Act. All prior Bylaws are hereby revoked and superseded in their entirety.

1.1 **Principal Office.** The principal office of the Association is at 2100 Gulf Shore Boulevard, Naples, Florida 33940.

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

1.3 **The Cooperative Property.** The real property interest submitted to the cooperative form of ownership is the following described real property:

Lot 9, Block "R", The Moorings, Unit 2, according to plat thereof recorded in Plat Book 3, Pages 83 and 84, of the Public Records of Collier County, Florida.

2. **DEFINITIONS:** The terms used in these Bylaws shall have the meanings stated below and in Chapter 719, Florida Statutes, (The "Cooperative Act"), unless the context otherwise requires.

2.1 **"Apartment"** has the same meaning as the term "unit" as defined in the Cooperative Act.

2.2 **"Assessment"** means a share of the funds required for the payment of common expenses which from time to time is assessed against the units.

2.3 **"Association"** means "PORT AU VILLA, INC.", a Florida corporation not for profit, the entity responsible for the operation of this Cooperative.

2.4 **"Board of Directors"** or **"Board"** means the representative body which is responsible for the administration of the Association's affairs, and is the same body referred to in the Cooperative Act as the "Board of Administration".

2.5 **"Common Areas"** means all parts of the cooperative property not included within the units.

2.6 "Cooperative Documents" means and includes the following, as amended from time to time:

- (A) The Articles of Incorporation of the Association.
- (B) These Bylaws.
- (C) The Cooperative Owners Agreements.
- (D) The rules and regulations of the Association.
- (E) The membership certificates evidencing the share of each member in the Association.

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

- (A) One natural person.
- (B) Two or more natural persons who commonly reside together as a single housekeeping unit, each of whom is related by blood, marriage or adoption to each of the others.
- (C) Two or more natural persons meeting the requirements of (B) above, except that there is among them one person who is not related to some or all of the others.

2.8 "Cooperative Owners Agreement" means the document, in the nature of a lease, documenting a unit owner's right of possession of his unit. The first Board of Directors adopted a standard form of Cooperative Owners Agreement to be entered into between the corporation and each of its members. The form may hereafter be changed, altered or amended to conform to changes in the law, and as may be necessary to eliminate conflict with these Bylaws. For the purpose of uniformity, any changes shall be binding and serve to amend Cooperative Owners Agreements already executed.

2.9 "Guest" means any person who is not a resident member or a lessee, or spouse of a resident member or lessee, who occupies the unit on a temporary basis at the invitation of the resident member or lessee, without the payment of consideration.

2.10 "Limited Common Areas" means those common areas which are reserved for the use of a certain cooperative unit or units to the exclusion of other units. Such areas include, but are not limited to, assigned parking spaces and entryway foyers.

2.11 "Lease" means the grant by a resident member to another person of a temporary right to occupy that resident member's unit, for which the member receives valuable consideration, or as otherwise provided in Section 9.2(B) below.

2.12 "Member" has the same meaning as the term "unit owner" in the Cooperative Act, and as further described in Section 3 of these Bylaws.

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

2.14 "Rules and Regulations" means those rules and regulations promulgated by the Board of Directors, governing the use of the common areas and the operation of the Association.

2.15 "Voting Interest" means the total number of possible votes of the membership. There are fifty-six (56) units. However, as described in Section 3.3 below, some members could have less than one vote per unit. Therefore, the maximum number of voting interests is fifty-six (56) or less depending upon whether a member owns more than one Membership Certificate as described in Section 3.3 below.

3. MEMBERS. Membership in the corporation shall be limited to owners of Membership Certificates issued by the corporation. A separate Membership Certificate shall be issued for each unit and each Membership Certificate shall constitute a separate membership and entitle the holder or holder(s) thereof to cast one vote as specified herein. Membership may be either "resident" or "equity".

3.1 Equity Members. Any person, firm or corporation owning a Membership Certificate without occupancy rights having been granted by the Board of Directors is an equity member; any person, firm or corporation owning a Membership Certificate whose occupancy rights shall have been divested or terminated by the Board of Directors shall likewise be deemed an equity member.

### 3.2 Resident Members.

(A) Any natural person owning a Membership Certificate under which the owner is currently entitled to occupancy rights, as evidenced by the existence of a Cooperative Owners Agreement between the Association and the owner, shall be a resident member.

(B) Any resident member shall be entitled to have his Membership Certificate issued in the name of any other person, firm or corporation which he may select, and may also be entitled to have the Membership Certificate transferred to such a person, firm or corporation subsequent to its issue to the resident member, provided that the Cooperative Owners Agreement shall be issued to and executed only in the name of the resident member. Both parties shall be jointly and severally responsible for the fulfillment of the obligations of the Member contained in the Cooperative Owners Agreement. Both shall further be jointly and severally responsible for the payment of any and all assessments assessed to the member by virtue of the Articles of Incorporation, these Bylaws and the Cooperative Owners Agreement.

3.3 Voting Interests. The members of the Association are entitled to one (1) vote for each Membership Certificate owned by them unless more than one Membership Certificate is owned by a single member in which case the voting right of the member is limited to a single vote on all matters except those matters pertaining to an amendment to the Certificate of Incorporation, the sale or mortgage of corporate property, or the dissolution of the corporation with respect to which the member shall be entitled to a vote for each Membership Certificate owned by him. No fractional votes may be cast. The right to vote may not be denied because of delinquent assessments.

3.4 Change of Resident Membership. Following written approval of the Association, as elsewhere required herein, a change of membership in the Association shall be established only as incident to the revocation of the Membership Certificate and Cooperative Owners Agreement of the prior owner and the issuance of a new Membership Certificate and Cooperative Owners Agreement to the new owner. At that time the membership of the prior member shall be terminated automatically.

## BYLAWS

### Page 3

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

**3.6 Transfer of Membership.** Membership in the corporation of either class may be transferred only as an incident to the issuance of a new Membership Certificate. With the approval of the Board of Directors, an equity member, who is a natural person, may become a resident member. Conversely, a resident member may be ordered transferred to equity membership by direction of the Board of Directors, on account of breach by the resident member of the provisions of the Cooperative Owners Agreement or the obligations stated in these Bylaws.

#### **4. MEMBERS' MEETINGS; VOTING.**

**4.1 Annual Meeting.** There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Collier County, Florida, each year during the month of March at a day, place and time designated by the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the members. During the annual meeting any ballots cast in the annual election of Directors shall be counted and results announced.

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

**4.3 Notice of Meetings; Waiver of Notice.** Notice of all members' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting. The notice must be mailed to each member at the address which appears on the books of the Association, or may be furnished by personal delivery. The members are responsible for informing the Association of any change of address. The notice of all members' meetings must be mailed or delivered at least fourteen (14) days before the meeting. If ownership of a unit is transferred after notice has been mailed, no separate notice to the new owner is required. Attendance at any meeting by a member constitutes waiver of notice by that member unless the member objects to the lack of notice at the beginning of the meeting. A person entitled to receive such notice may waive notice of any meeting at any time, but only by written waiver.

**4.4 Notice of Annual Meeting; Special Requirements.** Notice of the annual meeting together with an agenda shall be posted in a conspicuous place on the cooperative property or association property for at least fourteen (14) continuous days prior to the annual meeting. The notice and agenda for the annual meeting shall also be sent by first class mail to each owner regardless of whether the second notice of election described in Section 5.3(B) below is required, and an affidavit of the officer or other person making such mailing shall be retained in the Association records as proof of mailing. Notice of the annual meeting may, alternatively, be delivered in person if a written waiver of mailing is obtained.

4.5 Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least a majority of the votes of the entire membership.

4.6 Vote Required. The acts approved by a majority of the votes cast at a duly called meeting of the members at which a quorum has been attained shall be binding upon all unit owners for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the cooperative documents.

4.7 Proxy Voting. To the extent lawful, any person entitled to attend and vote at a members meeting may establish his presence and cast his vote by proxy. Proxies may not be used in electing Directors. Limited proxies shall be used for votes taken to waive reserves or financial statement requirements, to amend the cooperative documents, and for all other substantive matters for which the Cooperative Act requires or permits a vote of the members. General proxies may be used to establish a quorum, for procedural votes, and for non-substantive amendments to proposals for which a limited proxy is being used. A proxy may be given by any person entitled to vote, but shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the unit, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Association at or before the appointed time of the meeting or reconvening thereof. Holders of proxies must be members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

4.8 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a specific later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance.

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

- (A) Counting of ballots in annual election (if necessary).
- (B) Call of the roll or determination of quorum.
- (C) Reading or disposal of minutes of last members meeting
- (D) Reports of Officers
- (E) Reports of Committees
- (F) Unfinished Business
- (G) New Business
- (H) Adjournment

**4.10 Minutes.** Minutes of all meetings of the members and the Board of Directors shall be kept in a businesslike manner and available for inspection by members or their authorized representatives and Board members at all reasonable times and for a period of seven (7) years after the meeting. Minutes must be reduced to written form within thirty (30) days after the meeting to which they were taken.

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

**4.12 Action by Members Without Meeting.** Except for the holding of the annual meeting, any action required or permitted to be taken at a meeting of the members may be taken by mail without a meeting if written ballots or other instruments indicating approval of the action proposed to be taken are signed and returned by members having not less than the minimum number of votes that would be necessary to take such action at a meeting, or majority of the total votes of the entire membership, whichever is greater, unless a lesser vote is sufficient by law. If the requisite number of written expressions of approval are received by the Secretary within thirty (30) days after mailing notice of the proposed action to the members, a resolution passed by the Board of Directors on the action so authorized shall be of full force and effect as if the action had been approved by the vote of the members at a members meeting held on the date of the Board meeting. Within ten (10) days after adopting the resolution, the Board shall send written notice of the action taken to all members who have not consented in writing. Nothing in this paragraph shall be construed in derogation of members' rights to call a special meeting of the membership, as provided in Section 3.2 above. If the vote is taken by the method described in this Section, the list of unit owners on record with the Secretary at the time of mailing the voting material shall be the list of qualified voters.

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

**5.1 Number and Terms of Service.** The number of Directors which constitute the whole Board of Directors shall be five (5). Each Director shall be elected for a one (1) year term which ends at the annual election at which his successor is to be duly elected. Directors shall be elected by the members as described in Section 5.3 below, or in the case of a vacancy, as provided in 5.4 below.

**5.2 Qualifications.** Each Director must be a member or the spouse of a member.

**5.3 Annual Elections.** On the day of each annual election the members shall elect by written ballot as many Directors as there are regular terms of Directors expiring, unless the balloting is dispensed with as provided by law.

(A) **First Notice; Candidates.** Not less than sixty (60) days before the election, the Association shall mail or deliver to each unit owner entitled to vote, a first notice of the date of the election. Any unit owner or other eligible person desiring to be a candidate may qualify as such by giving written notice to the Association not less than forty (40) days prior to the annual election. Candidates may also be nominated by any other method permitted by law.

(B) Second Notice; Candidate Information Sheets. If there are more candidates than there are Directors to be elected, the Association shall mail or deliver a second notice of election to all unit owners entitled to vote in the contested election, together with a ballot which shall list all qualified candidates in alphabetical order, by surname together with the written notice and agenda for the annual meeting as set forth in Section 4.4 above. Upon timely request of a candidate, the Association shall include an information sheet (no larger than 8-1/2 inches by 11 inches, furnished by the candidate) with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association.

(C) Balloting. Where balloting is required, Directors shall be elected by a plurality of the votes cast, provided that at least twenty percent (20%) of the eligible voters cast ballots. Proxies may not be used in the election. In the election of Directors, there shall be appurtenant to each unit as many votes for Directors as there are Directors to be elected, but no unit may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative. Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot or by an other method required or permitted by law.

5.4 Vacancies on the Board. If the office of any Director becomes vacant between annual elections for any reason, a successor or successors to fill the remaining unexpired term or terms shall be appointed or elected as follows:

(A) If a vacancy is caused by the death, disqualification or resignation of a Director, a majority of the remaining Directors, though less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term, unless otherwise provided by law.

(B) If a vacancy occurs as a result of a recall and less than a majority of the Directors are removed, the vacancy may be filled by appointment by a majority of the remaining Directors, though less than a quorum. If vacancies occur as a result of a recall in which a majority or more of the Directors are removed, the vacancies shall be filled as provided by law.

5.5 Removal of Directors. Any or all Directors may be removed with or without cause by a majority of the voting interests, either by a written petition or at any meeting called for that purpose. If a meeting is held or a petition is filed for the removal of more than one Director, the question shall be determined separately as to each Director sought to be removed. If a special meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given.

5.6 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held immediately upon the adjournment of the annual meeting at the same location, unless a quorum cannot be obtained, in which case the organizational meeting shall be held as soon as practicable thereafter.

5.7 Other Meetings. Meetings of the Board may be held at such time and place in Collier County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of each meeting shall be given to each Director, personally or by mail, telephone or telegram at least two (2) days prior to the day named for such meeting.

**5.8 Notice to Owners.** All meetings of the Board of Directors shall be open to attendance and participation by the members. A notice and agenda for each Board meeting shall be posted conspicuously on the cooperative property or association property for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting at which a non-emergency special assessment or a rule restricting the use of units is to be considered for any reason shall be mailed to each owner at least fourteen (14) days before the meeting, and an affidavit of mailing shall be retained as proof of mailing. Notice of any Board meeting at which a budget will be adopted or amended shall be given as stated in Section 7.2 below. The right of owners to attend Board meetings includes the right to speak on designated agenda items, subject to reasonable rules of the Association governing the manner, duration and frequency of doing so.

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

**5.10 Quorum of Directors.** A quorum at a Board meeting shall exist when at least a majority of all Directors are present in person at a duly called meeting. Directors may participate in any meeting of the Board, by a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

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

**5.12 Adjourned Meetings.** The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date. At any reconvened meeting, provided a quorum is present, any business may be transacted that might have been transacted at the meeting originally as called.

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

**5.14 Compensation of Directors and Officers.** Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

**5.15 Committees.** The Board of Directors may appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Cooperative. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. If a committee has delegated to it the authority to bind the Association or act for and in the place of the Board, including the power to authorize the expenditure of funds, the

committee shall hold its meetings and give notice of such meetings with the same formalities as required for Board meetings.

## 6. OFFICERS.

**6.1 Officers and Elections.** The executive officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by a majority of the Board of Directors. Any officer may be removed with or without cause by vote of a majority of all Directors at any meeting. Any person may hold two or more offices except that the President may not also hold the office of Secretary. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President.

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

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

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

**6.5 Treasurer.** The Treasurer shall be responsible for Association funds and securities, the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association, and the deposit of 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 oversee the disbursement of the funds of the Association, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

## 7. FISCAL MATTERS.

**7.1 Depository.** The Association shall maintain its funds in federally insured accounts in such financial institutions authorized to do business in the State of Florida as shall be designated from time to

time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board.

**7.2 Budget.** The Board of Directors shall adopt a budget of common expenses for each fiscal year. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted shall be mailed to or served on the owner of each unit not less than thirty (30) days prior to that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by income and expense classifications.

**7.3 Statutory Reserves for Capital Expenditures and Deferred Maintenance.** In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance as required by law. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by a formula based upon estimated life and replacement cost of each item. These reserves shall be funded unless the members subsequently determine by majority vote of those present in person or by proxy at a duly called meeting to fund no reserves. If a vote is taken, it may be taken only after the proposed budget has been mailed to the unit owners as required in Section 7.2 above. Reserves funded under this paragraph, and all interest earned on such reserves, shall be used only for the purposes for which they were reserved, unless their use for other purposes is approved in advance by a majority of the voting interests present and voting at a members' meeting called for the purpose.

**7.4 Other Reserves.** In addition to the statutory reserves provided in Section 7.3 above, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts for contingencies, operating expenses, repairs, minor improvements or deferred maintenance. The purpose of these reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year. These funds may be spent for any purpose approved by the Board.

**7.5 Assessments.** Regular annual assessments based on the adopted budget shall be payable in quarterly installments, in advance, due on the first day of January, April, July and October of each year. Written notice of each quarterly installment shall be sent to the members at least fifteen (15) days prior to the due date. Failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first quarterly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last quarterly payment, and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage calculated shall be added or subtracted from each unit's next due quarterly installment.

**7.6 Special Assessments.** Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments. The notice of any Board meeting at which a special assessment will be considered shall be given as provided in Section 5.8 above; and the notice to the owners that the assessment has been levied must contain a statement of the purpose(s) of the assessment. The funds collected must be spent for the stated purpose(s) or returned to the members as provided by law.

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

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**7.8 Financial Reports.** In accordance with Section 719.104(4) of the Cooperative Act, not later than sixty (60) days after the close of each fiscal year, the Board shall distribute to all owners a complete financial report of actual receipts and expenditures for the previous twelve (12) months, or a complete set of financial statements for the preceding fiscal year prepared in accordance with generally accepted accounting procedures.

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

**7.10 Fiscal Year.** The fiscal year for the Association shall begin on the first day of January of each calendar year. The Board of Directors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States of America.

**8. ASSESSMENTS AND LIENS:** The Association has the power to levy and collect assessments from members for their share of the common expenses, including both regular assessments for each unit's share of the common expenses as set forth in the annual budget and special assessments for the unusual, nonrecurring or unbudgeted common expenses. The Association may also levy special charges against any individual unit for any amounts, other than for common expenses, which are properly chargeable against such unit under these Bylaws. Assessments shall be levied and payment enforced as follows:

**8.1 Common Expenses.** Common expenses include the expenses of operation, maintenance, repair, replacement or insurance of the Cooperative property and association property, the expenses of operating the Association, and any other expenses properly incurred by the Association for the Cooperative, including amounts budgeted for the purpose of funding reserve accounts. The cost of water and sewer service to the units shall be a common expense. If the Board of Directors contracts for pest control within units or basic cable television programming services in bulk for the entire Cooperative, the cost of such services shall be a common expense.

**8.2 Share of Common Expenses.** The owner of each unit shall be liable for a one fifty-six (1/56th) share of the common expenses.

**8.3 Ownership.** Assessments collected by or on behalf of the Association become the property of the Association; no unit owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his unit. No member can withdraw or receive distribution of his share of the common surplus, except as otherwise provided herein or by law.

**8.4 Who Is Liable for Assessments.** Each member is liable for all assessments or installments thereon coming due while he is in exclusive possession. Multiple owners are jointly and severally liable. Whenever title to a cooperative parcel is transferred for any reason, the transferee is jointly and severally liable with the transferor for all assessments which came due prior to the transfer and remain unpaid, without prejudice to any right the transferor may have to recover from the transferee any amounts paid by the transferor.

**8.5 No Waiver or Excuse from Payment.** The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any common areas, by abandonment of the unit on which the assessments are made, or by interruption in the availability of the unit or the common areas for any reason.

whatsoever. No member may be excused from payment of his share of the common expenses unless all members are likewise proportionately excused from payment.

**8.6 Application of Payments; Failure to Pay; Interest.** Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. The Association may also impose a late payment fee (in addition to interest) to the extent permitted by law. Assessments and installments thereon shall become due, and the unit owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, then to late payment fees, court costs and attorney's fees, and finally to delinquent assessments. Payment by check is not deemed received until the check has cleared.

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

**8.8 Liens.** The Association has a lien on each cooperative parcel securing payment of past due assessments, including interest and attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit. The lien is perfected upon recording a Claim of Lien in the Public Records of Collier County, Florida, stating the description of the cooperative, the name of the record owner, the assessments past due and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid assessments coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

**8.9 Priority of Lien.** The Association's lien for unpaid assessments shall be subordinate and inferior to the lien of a recorded first mortgage to the extent required by the Cooperative Act, as amended from time to time. The Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise expressly provided by the Cooperative Act, as amended from time to time. Any lease of a unit shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed.

**8.10 Foreclosure of Lien.** The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided in the Cooperative Act, and may also bring an action to recover a money judgment for the unpaid assessments without waiving any lien rights.

**8.11 Certificate As To Assessments.** Within fifteen (15) days after request by a unit owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the unit owner with respect to the cooperative parcel have been paid. Any person other than the owner who relies upon such certificate shall be protected thereby.

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**9. USE RESTRICTIONS:** The use of the cooperative property shall be in accordance with the following provisions:

**9.1 Apartments.** Each apartment shall be occupied by only one family at any time, as a residence and for no other purpose. No business or commercial activity shall be conducted in or from any unit, including the giving of instructions or schooling of any kind. The use of a unit as a public lodging establishment shall be deemed a business or commercial use. This restriction shall not be construed to prohibit any member from maintaining a personal or professional library, from keeping his personal, business or professional records in his apartment, or from handling his personal, business or professional telephone calls or written correspondence in and from his apartment. Such uses are expressly declared customarily incident to residential use.

**9.2 Occupancy in Absence of Unit Owner.** If the member and his family who permanently reside with him are absent from the apartment and are not occupying it, the member may permit his apartment to be occupied by guests only in accordance with the following and with the provision that the total number of overnight occupants is limited to six (6) persons.

(A) Any one person who is related to the unit owner or his spouse, if any, within the first degree by blood, adoption or marriage may occupy the apartment in the absence of the unit owner. That person's spouse and children, if any, may accompany him. The total number of occasions for occupancy by all guests combined under this paragraph shall be limited to three (3) in any one calendar year.

(B) Occupancy of a unit by house guests not included within Section 9.2(A) shall be deemed to constitute a lease of the unit, and shall be subject to approval and the occupancy restrictions provided in Section 10 below.

**9.3 Exceptions.** Upon prior written application by the member, the Board of Directors may make such limited exceptions to the foregoing restrictions as may be deemed appropriate in the discretion of the Board, for the sole purpose of avoiding undue hardship or inequity. The making of one exception shall not be construed as a precedent for later exceptions.

**9.4 Occupancy When Owner is Present.** The total number of overnight occupants when the owner is present is limited to six (6) persons.

**9.5 Guest Notification.** The member shall notify Association Management of all guests described in Sections 9.2 and 9.4 on or before the first day of arrival of said guest(s). Notification shall include, all reasonable information requested by Management, including but not limited to expected arrival and departure dates, make of automobile and license plate number.

**9.6 Minors.** All occupants under eighteen (18) years of age shall be closely supervised by an adult who is also in residence to insure that they do not become a source of unreasonable annoyance to other residents.

**9.7 Pets.** No pets of any kind are permitted on the cooperative property.

**9.8 Nuisances.** No owner shall use his unit, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another unit, or

which would not be consistent with the maintenance of the highest standards for a first class residential cooperative, nor permit the premises to be used in a disorderly or unlawful way. The use of each unit shall be consistent with existing laws and the cooperative documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

**9.9 Signs.** No person may post or display "For Sale" or "For Rent" or other similar signs anywhere on the cooperative property. "Open House" signs are permitted to be posted between driveways at the front of the property only during hours a unit is actually open for public inspection.

**9.10 Use of Common Areas.** Common hallways, stairways and other common areas shall not be obstructed, littered, defaced or misused in any manner. Balconies, porches, walkways and stairways shall be used only for the purposes intended, and they shall not be used for hanging or drying clothing, for outdoor cooking, for cleaning of rugs or other household items, or for storage of bicycles or other personal property. Solicitation is allowed on the cooperative property only with the prior approval of the Board, which approval can be withheld at the sole subjective discretion of the Board.

**9.11 Parking; Motor Vehicles.** Port au Villa has fifty-six (56) numbered parking spaces, each of which has been assigned to the exclusive use of an apartment. Guest parking spaces are designated on the cooperative property adjoining Gulf Shore Boulevard. No motor vehicle shall be parked anywhere on the cooperative property other than paved areas intended for use as parking spaces. No vehicle shall be parked in such a manner as to impede or prevent access to any other parking space. Occupants shall keep no more than one car on the premises (including both the assigned and guest spaces) between November 1 and April 30 of each season. The occupant(s) shall use the space assigned to the unit for delivery and service vehicles servicing the unit. Owner's cars may not be kept or parked on the premises during an absence of more than thirty (30) days. Any member who plans to leave his car on the premises while away for over ten (10) days must leave a key with a resident and authorize the key holder to move the vehicle in case of need. Vehicles may not be cleaned on the property with any substance other than plain water. No inoperable vehicle shall remain within the property for more than twenty-four (24) hours, and no repairs of vehicles (such as mechanical repairs, draining of coolants, changing of oil or other similar operations) shall be made within the property other than emergency repairs (such as changing of tires). Except for service vehicles temporarily present on business, no truck, panel van, commercial truck, bus, or other commercial vehicle may be parked or kept at the property. No motor home, recreational vehicle, pick-up truck, or motorcycle shall be parked or kept at the property.

**9.12 Boat Docks.** Located at the cooperative property are Boat Docks that have been purchased by apartment owners. The docks may be owned only by current apartment owners. Therefore an owner may not sell or transfer his dock to anyone except the apartment purchaser or another apartment owner. The dock sale must occur on or before the date of sale of the apartment. An approved lessee of an apartment may utilize a dock owned by the apartment owner or any other owner who has given written permission to do so during the tenancy of the lease. When a dock owner is not in residence, the dock may be utilized only by an approved resident lessee or guest of the owner.

All docks must be maintained at all times in a safe and aesthetic condition. In case of damage from storms, accidents or other acts of God, the owner must repair or remove the dock within a reasonable period of time. All costs associated with said repair/removal shall be borne by the registered owner. Should the owner fail to carry out this responsibility within reasonable period of time, the Association will contract for the necessary work and bill the owner for the costs involved plus fifteen percent (15%) for administrative costs. Jet skis, wave runners and similar watercraft may not be berthed at the docks. No grills are permitted to be used on the docks or on berthed boats. Unsightly boats shall not be permitted to be berthed

at the docks. Unsightly boats will be determined by the sole subjective discretion of the Board of Directors based upon considerations including, but not limited to, rust, paint, dents and ability to operate.

**10. TRANSFERS OF OWNERSHIP AND LEASING OF APARTMENTS.** The primary object of the Association is to operate and maintain its property on a mutual and cooperative basis for the housing needs of its members. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the apartments, inhibiting transiency, and protecting the existence of a stable, quiet community and peace of mind for all residents, the transfer and the leasing of apartments shall be subject to the following restrictions:

**10.1 Forms of Ownership.**

- (A) A unit may be owned by an individual person who has qualified and been approved as elsewhere provided herein. The owner may, at his option, designate a primary occupant to occupy the unit, subject to Board approval.
- (B) Co-ownership. Co-ownership of units may be permitted, but all owners must be members of a single family or living together as a single housekeeping unit. If co-ownership is to be by more than two persons, other than husband and wife, the Board shall condition its approval upon occupancy only by one approved natural person as "primary occupant," and the use of the unit by other persons shall be as if the primary occupant is the actual owner. Any change in the primary occupant shall be treated as a transfer of ownership subject to approval under this Section 10. No more than one such change will be approved in any twelve month period.
- (C) Ownership by Corporations, Trusts or Partnerships. A unit may be owned in trust or by a corporation, partnership, or other entity which is not a natural person, if approved in the manner provided for other transfers of title. However, the intent of this provision is to allow flexibility in estate or tax planning, not to create circumstances in which the unit may be used as short term transient accommodations for several individuals or families. The approval as a unit owner of a corporation, trustee or any other entity which is not a natural person shall be conditioned upon designation of one natural person to be the "primary occupant," and the use of the unit by other persons shall be as though the primary occupant is the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership subject to all the provisions of this Section 10. No more than one such change will be approved in any twelve month period.
- (D) Designation of Primary Occupant. Within thirty (30) days after the effective date of this provision, each owner of a unit which is owned in the forms of ownership stated in preceding subsections 10.1(B) and (C) shall designate a primary occupant in writing to the Association. If any unit owner fails to do so, the Board of Directors may make the initial designation for the owner, and shall notify the owner in writing of its action. If the ownership of a unit is such that the designation of a primary occupant is not required, the unit owner may, nevertheless, choose to designate one, subject to Board approval.
- (E) Life Estate. A unit may become subject to a life estate, either by operation of law or by approved voluntary conveyance. In that event, the life tenant shall be the only member in the Association from such unit and occupancy of the unit shall be as if the life tenant was the only owner. Upon termination of the life estate, the holder of the remainder interest shall have no

occupancy right unless separately approved by the Association. The life tenant and remaindermen shall be jointly and severally liable for all assessments and charges against the unit. The life tenant may, by signed agreement, transfer the right to vote in all association matters to any one remainderman, subject to approval by the Association of such arrangement. If there is more than one life tenant, they shall be treated as if they were co-owners for purposes of voting and occupancy rights.

## 10.2 Procedures.

### (A) Notice to Association.

- (1) Sale, Gift or Lease. A member intending to transfer an interest in his unit by sale, gift or lease shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days before the intended closing date or beginning date of occupancy, together with the name and address of the proposed transferee or lessee, an executed copy of the lease or sales contract, if any, and such other information as the Board may reasonably require. The Board may require a personal interview with any transferee or lessee and his spouse, if any, as a pre-condition to approval.
- (2) Devise, Inheritance or Other Transfers. The transferee must notify the Board of Directors of his acquisition title and submit a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use rights until and unless approved by the Board, but may sell or lease the unit following the procedures in this Section.
- (3) Demand. In the case of a transfer of ownership, with the notice required in Subsection (A)(1) above, the owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser who shall purchase the unit at the same price and upon substantially the same terms as in the disapproved sales contract, or  
if no contract is involved, for the fair market value of the unit determined as provided below.
- (4) Failure to Give Notice. If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any owner fails to obtain the Association's approval prior to selling an interest in a unit, such failure shall create a rebuttable presumption that the seller and the purchaser intend to violate these Bylaws, and shall constitute good cause for Association disapproval.

- (B) Board Action. Within thirty (30) days after receipt of the required notice and all information or interviews requested, or not later than sixty (60) days after the notice required by paragraph (A) above is received, whichever occurs first, the Board shall approve or disapprove the transfer or lease. If a transfer is approved, the Association shall issue a new Membership Certificate to the transferee, and the parties shall execute a new Cooperative Owners Agreement. If the Board neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall proceed as if it had approved.

(C) Disapproval of Transfers of Ownership.

- (1) With Good Cause. Approval of the Association shall be withheld for good cause only if a majority of the whole Board so votes, after receiving a written opinion of counsel that good cause exists. Only the following may be deemed to constitute good cause for disapproval:
  - (a) The person seeking approval has been convicted of a felony involving violence to persons or property, a felony involving possession or sale of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;
  - (b) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;
  - (c) The person seeking approval gives the Board reasonable cause to believe that person intends to conduct himself in a manner inconsistent with the occupancy restrictions applicable to the Cooperative;
  - (d) The person seeking approval has a history of disruptive behavior or disregard for the rights or property of others;
  - (e) The person seeking approval has evidenced an attitude of disregard for association rules by his conduct in this Cooperative as a tenant, member or occupant of a unit;
  - (f) The person seeking approval has failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false information during the application process.
  - (g) The transaction, if a sale or gift, was concluded by the parties without having sought and obtained the prior approval required herein.
- (2) Without Good Cause. The Association's approval shall not be denied unless a majority of the whole Board so votes. If the Board disapproves without good cause, and if the owner or transferee has made the demand set forth in Section 10.3(A)(3), then within thirty (30) days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the owner (hereafter "the seller") the name of an approved purchaser who will purchase the unit at the same price, and upon substantially the same terms, as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two state-certified property appraisers, one selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the purchaser shall pay for his own title insurance, and all costs of mortgage financing. Real property taxes and assessments shall be prorated to the day of closing and the parties shall bear their own attorneys fees, if any. The closing shall take place not longer than sixty (60) days after the date of

Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure or refusal to close by either party shall constitute a breach of contract and shall entitle the other party to seek specific performance or damages.

- (3) If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, then the original proposed purchaser shall be deemed to be approved, despite the Board's former disapproval, and upon demand a Certificate of Approval shall be issued.

**10.4 Term of Lease and Frequency of Leasing.** No unit may be leased more often than three (3) times in any calendar year, with the minimum lease term being sixty (60) days. The first day of occupancy under the lease shall determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

**10.5 Exceptions.** Upon written request of a unit owner, the Board of Directors may approve one additional lease of the unit within the same calendar year, but only under unusual circumstances to avoid undue hardship and inequity.

**10.6 Occupancy During Lease Term.** No one but the lessee, family members of the lessee or his spouse, if any, within the first degree of relationship by blood, adoption or marriage, and their spouses and guests may occupy the unit. The total number of overnight occupants of a leased unit is limited to six (6) persons and notification requirements of 9.5 above.

**10.7 Occupancy in Absence of Lessee.** If a lessee absents himself from the unit for any period of time during the lease term, the lessee's family members within the first degree of relationship who were original occupants may continue to occupy the unit and may have house guests subject to all the restrictions stated in Sections 10.6, 9.4 (B) and 9.5 above. If the lessee and all of the original occupant family members mentioned in the foregoing sentence are absent, no other person may occupy the unit.

**10.8 Unapproved Transfers.** Any sale, lease or other transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board.

**10.9 Fees and Deposits Related to Approval to Occupy or Lease.** Whenever herein the Board's approval is required to allow a lease or transfer of an interest in a unit, the Association may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. The Association may also require any deposits that are authorized by the Cooperative Act as amended from time to time.

**10.10 Regulation by Association.** All of the provisions of the cooperative documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a unit as a lessee or guest to the same extent as against the member. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the cooperative documents, designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

**II. MAINTENANCE; LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS:**  
 Responsibility for the protection, maintenance, repair and replacement of the cooperative property, and restrictions on its alteration and improvement shall be as follows:

**11.1 Association Maintenance.** The Association is responsible for the insurance, protection, maintenance, repair and replacement of all common areas, and the exterior and structural components and roofs of all buildings. The cost is a common expense. The Association's responsibilities include, without limitation:

- (A) Electrical wiring up to the circuit breaker panel in each unit.
- (B) Rough plumbing.
- (C) All installations, fixtures and equipment located within one unit but serving another unit, or located outside the unit, for the furnishing of utilities to more than one unit or the common areas.
- (D) The exterior surface of the entrance doors to the units.
- (E) All exterior building walls.
- (F) All doors affording access to the units and their exterior surfaces.
- (G) Maintenance, repair and replacement of screens, windows and window glass except for those items located on lanais.
- (H) Smoke alarms located within the units.
- (I) Door and window hardware and locks except window hardware and locks to lanais.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a unit and serving only that unit. All incidental damage caused to a unit or limited common areas by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for the damage to any alteration or addition made by a unit owner without prior Association approval as required elsewhere herein, nor shall the Association be responsible for repair or restoration costs if the need for the work was caused by the negligence of the owner.

**11.2 Member Maintenance.** Each member is responsible, at his own expense, for all maintenance, repairs, and replacements of his own unit and certain limited common areas. The owner's responsibilities include, without limitation:

- (A) The interior surfaces of all doors affording access to the units.
- (B) All other doors within the unit.

- (D) The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the unit or serving only the unit.
- (E) The circuit breaker panel and all electrical wiring going into the unit from the panel.
- (F) Appliances, water heaters and vent fans.
- (G) All air conditioning, and heating equipment, thermostats, ducts and installations serving the unit exclusively.
- (H) Carpeting and other floor coverings.
- (I) Lanai screens, windows and window glass and their hardware and locks.
- (J) Shower pans.
- (K) The main water supply shut-off valve for the unit.
- (L) Other facilities or fixtures which are located or contained entirely within the unit and serve only the unit.
- (M) All interior, partition walls which do not form part of the boundary of the unit.

**11.3 Other Unit Owner Responsibilities.** The unit owner shall also have the following responsibilities:

- (A) Interior Decorating. Each unit owner is responsible for all decorating within his own unit, including painting, wallpapering, panelling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.
- (B) Flooring. All units above the ground floor shall always have the floors covered with wall-to-wall carpeting installed over high quality padding, except carpeting is not required in kitchens or bathrooms. An owner who desires to install in place of carpeting any hard-surface floor covering (e.g. marble, slate, ceramic tile, parquet) shall also install a sound absorbent underlayment of such kind and quality as to substantially reduce the transmission of noise to adjoining units, and must obtain written approval of the Board of Directors prior to any such installation. If the installation is made without prior approval the Board may, in addition to exercising all the other remedies provided in these Bylaws, require the unit owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending unit owner. No carpeting of any kind may be installed on or affixed to concrete surfaces exposed to the elements.
- (C) Window Coverings. The covering and appearance of windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the unit, visible from the exterior of the unit, shall be subject to the rules and regulations of the Association.
- (D) Modifications and Alterations. If a unit owner makes any modifications, installations or additions to his unit or the common areas, the unit owner and his successors in title shall be

financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the cost of repairing any damage to the common areas resulting from such modifications, installations or additions.

- (E) Use of Licensed and Insured Contractors. Whenever a unit owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the unit or common areas, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that his contractor(s) are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

11.4 Alteration of Units or Common Areas by Unit Owners. No owner shall make or permit the making of any material alterations or substantial additions to his unit or the common areas, or in any manner change the exterior appearance of any portion of the Cooperative, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Cooperative in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the unit, are subject to regulation by the Board of Directors. No owner may alter the landscaping of the common areas in any way without prior Board approval.

11.5 Alterations and Additions to Common Areas and Association Property. The protection, maintenance, repair, insurance and replacement of the common areas and association property is the responsibility of the Association and the cost is a common expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the common areas or the real property owned by the Association costing more than \$20,000 in the aggregate in any calendar year without prior approval of at least a majority of the voting interests. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, replace or insure the common areas or association property also constitutes a material alteration or substantial addition to the common areas, no prior unit owner approval is required.

11.6 Enforcement of Maintenance. If after reasonable notice the owner of a unit fails to maintain the unit or its appurtenant limited common areas as required above, the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the unit, with or without notice to or consent of the tenant or unit owner, to repair, replace, or maintain any item which in the reasonable judgment of the Board of Directors may constitute a health or safety hazard to other property or residents. Any expenses incurred by the Association in performing work within the unit as authorized by these Bylaws shall be charged to the unit owner, together with reasonable attorney's fees and other expenses or collection, if any.

11.7 Negligence; Damage Caused by Condition in Unit. The owner of each unit shall be liable for the expenses of any maintenance, repair or replacement of common areas, other units, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, or tenants. Each unit owner has a duty to maintain his unit, any limited common area appurtenant to the unit and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other units, the common areas or the property of other owners and residents. If any condition, defect or malfunction, resulting from the owner's failure to perform this duty causes damage to other units, the common areas, association property or property within other units, the owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged

property for all costs of repair or replacement not paid by insurance. If one or more of the units involved is not occupied at the time the damage is discovered, the Association may enter the unit without prior notice to the owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the owner.

**11.8 Association's Access to Units.** The Association has an irrevocable right of access to the units for the purposes of protecting, maintaining, repairing and replacing the common areas or portions of a unit to be maintained by the Association under this Bylaws, and as necessary to prevent damage to one or more units. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment such as smoke alarms as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the unit shall be accomplished with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the unit. The Association may retain a pass-key to all units. If it does, no unit owner shall alter any lock, nor install a new lock, which prevents access when the unit is unoccupied, unless the unit owner provides the Association with a key. If the Association is not provided with a key to the unit, the owner shall pay all costs incurred by the Association in gaining entrance to his unit, and also shall be responsible for any damage done to his unit in gaining entrance thereto, and shall also be liable for any damage resulting from delay in gaining entrance to his unit caused by the unavailability of a key.

**11.9 Pest Control.** The Association may supply pest control services for the inside of each unit, with the cost thereof being part of the common expenses. An owner has the option to decline such service unless the Association determines that such service is necessary for the protection of the balance of the Cooperative, in which event the owner thereof must either permit the Association's pest control company to enter his unit or must employ a licensed pest control company to enter his unit on a regular basis to perform pest control services and furnish written evidence thereof to the Association. Because the cost of pest control service provided by the Association is part of the common expenses, the election of an owner not to use such service shall not reduce the owner's assessments.

**12. RULES AND REGULATIONS.** The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the use, maintenance, management and control of the common areas and the operation of the Association. Copies of such rules and regulations shall be furnished to each unit owner. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the unit owners and uniformly applied and enforced.

**13. COMPLIANCE AND DEFAULT; REMEDIES.** The following provisions shall apply:

**13.1 Duty to Comply; Right to Sue.** Each member, his tenants, house guests and invitees and the Association shall be governed by and shall comply with the provisions of the Cooperative Act, these Bylaws and the rules and regulations. Actions for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a unit owner against:

- (A) The Association;
- (B) A member;

(C) Anyone who occupies or is a guest in an apartment; or

(D) Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.

**13.2 Termination of Cooperative Owners Agreement.** If any member, or any assignee, lessee, house guest, heir, or other person occupying or having possession of the member's apartment with his direct or implied consent, or as his successor in interest by operation of law, violates any of the provisions of the Cooperative Owners Agreement or of these Bylaws or the rules and regulations as they now exist or are hereafter promulgated by the Board of Directors, the Association may by resolution approved by a majority of its whole Board of Directors declare the existing Cooperative Owners Agreement terminated, unless the default is cured promptly upon notice to the unit owner. The actions and omissions of lessees and all others exercising a member's right of occupancy shall be conclusively deemed to be the actions and omissions of the member owning the premises occupied, and violations of the provisions of the cooperative documents as they now exist, or are subsequently amended, shall enable the corporation to terminate and cancel the Cooperative Owners Agreement in the manner provided in these Bylaws as now or hereafter adopted.

**13.3 Waiver of Rights.** The failure of the Association or any member to enforce any right, provision, covenant or condition which may be granted by the cooperative documents shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future. A provision of the Cooperative Act may not be waived by a member if the waiver would adversely affect the rights of the member or defeat the purpose of the provision, except that unit owners or Directors may waive notice of specific meeting as provided herein.

**13.4 Attorney' Fees.** In any legal proceeding arising out of an alleged failure of a guest, tenant, unit owner or the Association to comply with the requirements of the Cooperative Act or the cooperative documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorneys fees as may be awarded by the court.

**13.5 Fines.** The Board of Directors may levy fines against units whose owners commit violations of the Cooperative Act, the provisions of the cooperative documents or the rules and regulations, or condone such violations by their family members, guests or lessees. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law and no fine may be levied against an unoccupied unit. The procedure for imposing fines shall be as follows:

- (A) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days, and the notice shall include:
  - (1) A statement of the date, time and place of the hearing;
  - (2) A specific designation of the provisions of these Bylaws or rules which are alleged to have been violated; and,
  - (3) A short and plain statement of the specific facts giving rise to the alleged violation(s); and
  - (4) The amount of any proposed fine.

- (B) At the hearing the party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony by the Association. The hearing shall be conducted before a panel of three (3) unit owners appointed by the Board, none of whom may then be serving as Directors. If the committee, by majority vote, does not agree with the fine, it may not be levied.

**13.6 Correction of Health and Safety Hazards.** Any conditions or violations which are deemed by the Board of Directors to present a hazard to the public or safety may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the member responsible for the condition or violation.

**13.7 Mandatory Non-Binding Arbitration.** In the event of a "dispute" as defined in Section 719.1255(1) of the Cooperative Act, between a unit owner and the Association arising from the operation of the Cooperative, the parties must submit the dispute to mandatory non-binding arbitration under the rules of the Division of Florida Land Sales, Condominiums and Mobile Homes prior to filing any lawsuit over the disputed matters. Nothing herein shall be construed to require arbitration of disputes related to the levy or collection of fees or assessments.

**13.8 Surrender and Resale of Premises.** In the event of the involuntary termination of a Cooperative Owners Agreement and loss of occupancy rights thereunder, the member in possession, or any other person or persons in possession by or through the right of the member, shall promptly quit and surrender the apartment to the Association in good repair, ordinary wear and tear excepted. The member, for himself and any successor in interest, by operation of law or otherwise, shall be deemed to have waived any and all notice and demand for possession as required by the laws of the State of Florida. If a Cooperative Owners Agreement and Membership Certificate are so canceled and terminated, and after the former member has vacated the premises, the Association shall offer the unit for sale.

**13.9 Availability of Remedies.** Each member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the cooperative property free from unreasonable restraint and annoyance.

**13.10 No Election of Remedies.** All rights, remedies and privileges granted to the Association or unit owners under any terms, provisions, covenants, or conditions of the cooperative documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the cooperative documents, or at law or in equity.

**14. TERMINATION:** The Cooperative may be terminated in the following manner:

**14.1 Agreement.** The Cooperative may be terminated at any time by approval, in writing, of at least three-fourths (3/4ths) of the voting interests.

**14.2 General Provisions.** The termination of the Cooperative is effectuated by the dissolution of the Association, and the subsequent sale or other disposition of the cooperative property and other assets

of the Association. Upon dissolution of the Association the former members automatically become the owners, as tenants in common, of all cooperative and association property and the assets of the Association. The shares of such tenants in common shall be the same as were their shares of common expenses. The termination of the Cooperative shall be evidenced by a certificate of the Association, executed with the formalities of a deed, and certifying as to the facts effecting the termination. Termination shall become effective when that certificate is recorded in the Public Records of Collier County, Florida.

**14.3 New Cooperative or Condominium.** The termination of the Cooperative does not bar creation of another Cooperative or a Condominium affecting all or any portion of the same property.

**14.4 Partition; Sale.** Following dissolution, the former cooperative property and association property shall be sold. If following a termination, at least seventy-five percent (75%) of the voting interests agree to accept an offer for the sale of the property, all members shall be bound to execute documents reasonably required to effect the sale. In that event, any action for partition of the property shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto.

**14.5 Last Board.** The members of the last Board of Directors and the officers of the Association shall continue as Trustees for the members to have the powers granted in these Bylaws for the purpose of winding up the affairs of the Association.

**14.6 Provisions Survive Termination.** The provisions of this Section 14 are covenants running with the land, and shall survive the termination of the Cooperative until all matters covered by those provisions have been completed.

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

**15.1 Proposal.** Amendments to these Bylaws may be proposed by a majority of the Board or upon written petition signed by at least one-fourth (1/4th) of the voting interests.

**15.2 Procedure.** Upon any amendment or amendments to these Bylaws being proposed by said Board or members, such proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can still be given.

**15.3 Vote Required.** Except as otherwise provided by law, or by specific provision of the cooperative documents, a proposed amendment to these Bylaws shall be adopted if it is approved by at least two-thirds (2/3rds) of the voting interests present in person or by proxy at any annual or special meeting called for the purpose, provided that notice of the proposed amendment has been given to the members in accordance with law.

**15.4 Recording; Effective Date.** A copy of each amendment shall be attached to a certificate that the amendment was duly adopted, which certificate shall be executed by officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida. The certificate must state the legal description of the cooperative property.

16. MISCELLANEOUS.

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

16.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

16.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Cooperative Act, the Cooperative Act shall control. If there is a conflict between these Bylaws and the Articles of Incorporation, the provisions of the Articles of Incorporation shall prevail over the provisions of these Bylaws. If the Cooperative Owners Agreements, or the Association rules and regulations are in conflict with these Bylaws, these Bylaws shall control.

16.4 Interpretation. The Board of Directors is responsible for interpreting the provisions of these Bylaws. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

OR: 2245 PG: 0833

# CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly and acting President of Port au Villa, Inc., a Florida corporation not for profit, hereby certifies that at a meeting of the members held on July 17, 1996, where a quorum was present, after due notice, the resolution set forth below was approved by the affirmative vote of at least a two-thirds majority of those entitled to vote thereon present and voting, in person or by proxy, for the purpose of amending the Articles of Incorporation of PORT AU VILLA, INC. pertaining to Port au Villa, a Cooperative located upon the following described real property:

Lot 9, Block "R", The Moorings, Unit No. 2,  
according to plat thereof recorded in Plat  
Book 3, Pages 83 and 84, of the Public  
Records of Collier County, Florida.

(for use by Clerk of Court)

RESOLVED: That the Articles of Incorporation of PORT AU VILLA, INC., be and are hereby amended and the amendment is adopted in the form attached hereto, and made a part hereof.

Date: July 14, 1996

(1) Robert Everett

Witness

Print Name: Thomas J. Jones

(2) Christina Williams

Witness

Print Name: Christina Williams

PORT AU VILLA, INC.

By: Robert Everett

Robert Everett, President

2100 Gulf Shore Boulevard, # 115

Naples, FL 33940

(CORPORATE SEAL)

STATE OF New York  
COUNTY OF Madison

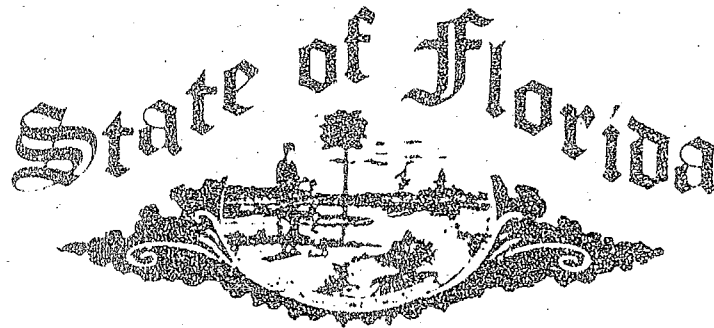
The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of July, 1996, by Robert Everett, President of the aforementioned Corporation, on behalf of the Corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

Diana L. Bunn  
Notary Public, State of New York  
Qualified by Madison Co. No. 4700103  
My Commission Expires Nov. 30, 1997

Diana L. Bunn  
Signature of Notary Public

(Print, Type or Stamp Commissioned Name of Notary  
Public) (Affix Notarial Seal)

This instrument prepared by Robert C. Samouco, Esq., Swalm &  
Murrell, P.A.; 2375 Tamiami Trail North, Suite 308, Naples, Florida  
33940



I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on October 21, 1996, for PORT AU VILLA, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 707995.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Twenty-third day of October, 1996



CR2EO22 (1-95)

*Sandra B. Northam*

Sandra B. Northam  
Secretary of State

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

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

PORT AU VILLA, INC.

Pursuant to Section 617.1007, Florida Statutes, the Articles of Incorporation of PORT AU VILLA, INC., a Florida corporation not for profit, which was originally incorporated under the same name on October 21, 1964, are hereby amended, and are restated in their entirety as amended. All amendments included herein have been adopted pursuant to Section 617.1002, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Section 617.1002 and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of PORT AU VILLA, INC., shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation, herein called the "Association", is PORT AU VILLA, INC., and its address is 2100 Gulf Shore Boulevard, Naples, Florida 33940.

ARTICLE II

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Cooperative Act for the operation of Port au Villa, a Cooperative, located in Collier County, Florida.

The Association is organized and shall exist upon a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, officer or Director. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida, except as limited or modified by these Articles, the Bylaws, Cooperative Owners Agreement, or the Florida Cooperative Act as it may hereafter be amended, including but not limited to the following:

- (A) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Association, and to use the funds 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 and Association property for the protection of the Association and its members.
- (D) To reconstruct improvements after casualty and to make further improvements of the

ARTICLES OF INCORPORATION

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property.

- (E) To make, amend and enforce reasonable rules and regulations governing the use of the common areas, and the operation of the Association.
- (F) To approve or disapprove the transfer, leasing and occupancy of units, as provided in the Bylaws of the Association.
- (G) To enforce the provisions of the Cooperative Act, the Cooperative Owners Agreements, these Articles, the Bylaws and any Rules and Regulations of the Association.
- (H) To contract for the management and maintenance of the cooperative and the cooperative property, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Bylaws to be exercised by the Board of Directors or the membership of the Association.
- (I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Cooperative.
- (J) When and as authorized by the affirmative vote of three-fourths (3/4ths) of the members at a meeting of the members duly called for that purpose, or when authorized by the written consent of three-fourths (3/4ths) of the members, to sell, lease or exchange or mortgage all of the property and assets of the Association, including its good will and its corporate franchises, upon such terms and conditions as its Board of Directors shall deem expedient and for the best interest of the Association.

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

### ARTICLE III

#### MEMBERSHIP:

- (A) The members of the Association shall be the owners of the fifty-six (56) Membership Certificates issued by the Association.
- (B) The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his unit.
- (C) The owners of a Membership Certificate, collectively, shall be entitled to one vote in Association matters. The manner of exercising voting rights shall be as set forth in the Bylaws.

### ARTICLE IV

#### ARTICLES OF INCORPORATION

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TERM: The term of the Association shall be perpetual.

ARTICLE V

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

ARTICLE VI

DIRECTORS AND OFFICERS:

- (A) The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.
- (B) Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- (C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board.

ARTICLE VII

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

- (A) Proposal. Amendments to these Articles may be proposed by a majority of the Board or by written petition, signed by at least one-fourth (1/4th) of the voting interests.
- (B) Procedure. Upon any amendment to these Articles being proposed by said Board or unit owners, such proposed amendment shall be submitted to a vote of the owners not later than the next annual meeting for which proper notice can be given.
- (C) Vote Required. Except as otherwise provided for by Florida law, a proposed amendment to these Articles of Incorporation shall be adopted if it is approved by vote of two-thirds (2/3rds) of the voting interests present in person or by proxy and voting at any annual or special meeting, or by approval in writing of two-thirds (2/3rds) of the voting interests without a meeting, provided that notice of any proposed amendment has been given to the members of the Association, and that the notice contains a fair statement of the proposed amendment.
- (D) Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Collier County, Florida.

ARTICLE VIII

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**INDEMNIFICATION:** To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorneys 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 a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgement 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 Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.
- (B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his 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.

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

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\*\*\* OR: 2245 PG: 0839 \*\*\*

CERTIFICATE

The undersigned, being the duly elected and acting President of PORT AU VILLA, INC., hereby certifies that the foregoing were approved by the Board of Directors, duly proposed by the Board to the Membership and were approved by at least a two-thirds majority of the members of the Association entitled to vote thereon attending in person or by proxy at a meeting held on the 17th day of June, 1996, after due notice, in accordance with the requirements of the Articles of Incorporation for their amendment and said vote is sufficient for their amendment. The foregoing both amend and restate the amended Articles of Incorporation in their entirety.

Executed this 11<sup>th</sup> day of October, 19 96.

PORT AU VILLA, INC.

Robert Everett, President  
Robert Everett, President

2100 Gulf Shore Boulevard, #115  
Naples, FL 33940

ATTEST:

(SEAL)

Paul C. Lafferty  
Secretary

STATE OF New York  
COUNTY OF Madison

Subscribed to before me this 11 day of October, 1996, by Robert Everett, as President, of PORT AU VILLA, INC., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or did produce \_\_\_\_\_ for identification, and did not take an oath.

Diane L. Swan  
Notary Public

Print name: \_\_\_\_\_

Diane L. Swan  
Notary Public, State of New York  
Qualified in Madison Co. No. 4700103  
(SEAL Commission Expires) Nov. 30, 1997

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# *State of Florida*

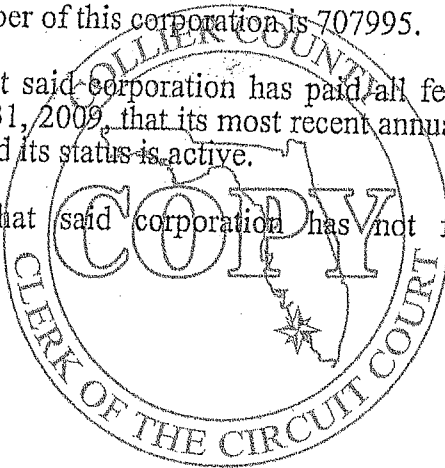
## *Department of State*

I certify from the records of this office that PORT AU VILLA, INC. is a corporation organized under the laws of the State of Florida, filed on October 21, 1964.

The document number of this corporation is 707995.

I further certify that said corporation has paid all fees due this office through December 31, 2009, that its most recent annual report was filed on April 9, 2009, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.



*Given under my hand and the Great Seal of  
Florida, at Tallahassee, the Capital, this the Fifth  
day of February, 2010*

*Secretary of State*



Authentication ID: 200168117782-020510-707995

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.  
<https://efile.sunbiz.org/certauthver.html>