



AMENDED EXHIBITS

PORT CARLOS COVE, INCORPORATED

2-15-94

9-15-99

EXHIBIT I

(SURVEY PREVIOUSLY RECORDED HAS NOT CHANGED IN ANY MANNER.)

PORT CARLOS COVE, INC.

A COOPERATIVE IN

GOVERNMENT LOTS 1 & 2 (Mainland), SECTION 19, Twp. 46 S., Rge. 24 E.

LEE COUNTY, FLORIDA

JOHNSON ENGINEERING, INC.
CIVIL ENGINEERS - LAND SURVEYORS
FORT MYERS, FLORIDA

SCALE 1" = 100'



NOTES

1. TRACT A is for utility and easements.
2. TRACT B is for (S) in the description.
3. TRACT C is for future development of Port Carlos.
4. TRACT D is for future development of Port Carlos.
5. PORT CARLOS COVE, INC. is the owner of the land shown on this map.
6. PORT CARLOS COVE, INC. is the owner of the land shown on this map.
7. PORT CARLOS COVE, INC. is the owner of the land shown on this map.

ON SCALING
PARA 1000

A map of the Port Carlos Cove, Inc. property, located in Section 19, Township 46 South, Range 24 East, Lee County, Florida, is shown on this map. The map shows the location of the Port Carlos Cove, Inc. property, which is situated on the mainland of the Port Carlos Cove, Inc. property. The map also shows the location of the Port Carlos Cove, Inc. property, which is situated on the mainland of the Port Carlos Cove, Inc. property. The map also shows the location of the Port Carlos Cove, Inc. property, which is situated on the mainland of the Port Carlos Cove, Inc. property.

This map is a true and correct copy of the original map, which was prepared by the Port Carlos Cove, Inc. property. The map is a true and correct copy of the original map, which was prepared by the Port Carlos Cove, Inc. property. The map is a true and correct copy of the original map, which was prepared by the Port Carlos Cove, Inc. property.

CERTIFICATE

I hereby certify that this map is a true and correct copy of the original map, which was prepared by the Port Carlos Cove, Inc. property.

JOHN H. JOHNSON

TRACT 1

TRACT 2

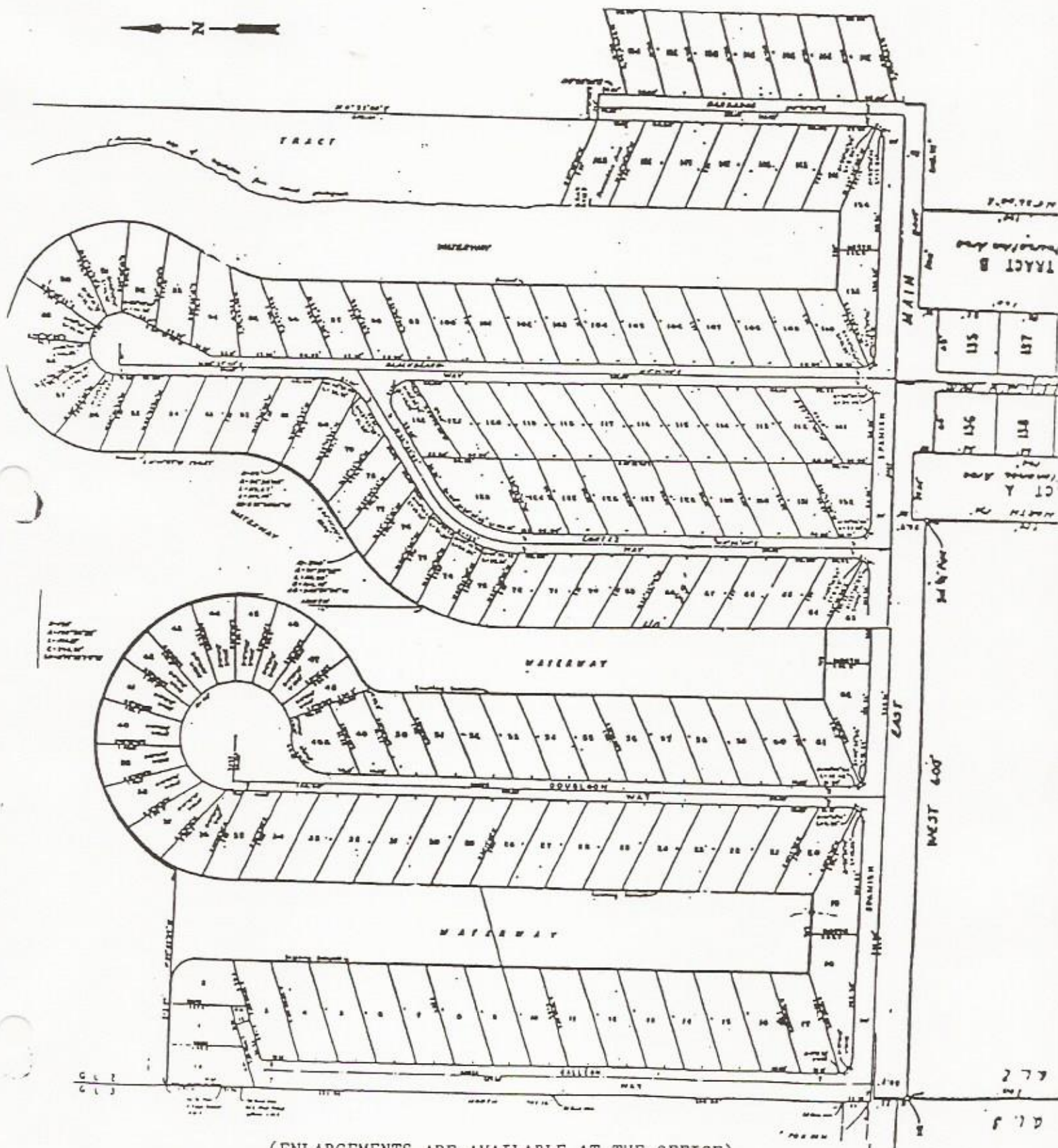
TRACT 3

TRACT 4

TRACT 5

TRACT 6

(SURVEY PREVIOUSLY RECORDED HAS NOT CHANGED IN ANY MANNER.)



(ENLARGEMENTS ARE AVAILABLE AT THE OFFICE)

PORT CARLOS COVE, INC. MEMBERSHIP CERTIFICATE

CERTIFICATE NUMBER _____ DATE _____
MOBILE HOME LOT NUMBER _____ ADDRESS _____, FORT MYERS BEACH, FL 33931

THIS IS to certify that _____ is duly enrolled as a Member of PORT CARLOS COVE, INC., a not for profit Corporation organized and existing under the laws of the State of Florida, and has the rights, privileges, duties and obligations of a member as set forth in the Articles of Incorporation and Bylaws of the Corporation, the provisions of which are hereby included herein by reference.

THIS CERTIFICATE is subject to a lien or successive liens in favor of the Corporation for the payment of all corporate assessments, costs, expenses and taxes as the case may be, as same have been duly assessed or may be due as provided in the Articles of Incorporation and Bylaws. This Certificate may not be transferred except as provided in the Articles of Incorporation and Bylaws.

IN WITNESS whereof the Corporation has caused this Certificate to be executed by its duly authorized officers and its corporate seal to be hereunto affixed at 1802 Main Street, Fort Myers Beach, Florida 33931 this _____ day of _____, 1999.

Secretary, PORT CARLOS COVE, INC.

President, Board of Directors

EXHIBIT B

LEASE AGREEMENT

This agreement made and entered into on ____ day of _____, 1999, by and between **PORT CARLOS COVE, INC.**, a "55 or Older" housing community, herein referred to as the Corporation, a Corporation having its principal office and place of business at **1802 Main Street, Fort Myers Beach, State of Florida**, and _____, of _____, **Fort Myers Beach, County of Lee, State of Florida** herein referred to as a Member.

RECITALS

1. The Corporation has been formed for the purpose of acquiring, owning, and operating a mobile home community, to be located at **1802 Main Street, Fort Myers Beach, State of Florida**, with the intent that its Members hereinafter called Members, shall have the right to occupy the lots thereof under the terms and conditions hereinafter set forth.

2. The Member is the owner and holder of Certificate Membership No. _____ of the Corporation.

In consideration of the mutual promises contained herein, the Corporation hereby lets to the member, and the member HEREBY hires and takes from the Corporation, Lot No. _____, located at _____, **Fort Myers Beach, FL 33931**.

To have and to hold unto a Member, his executors, administrators, and authorized assigns on the terms and conditions set forth herein and in the Corporate Charter and Bylaws and any Rules and Regulations of the Corporation now or hereafter adopted pursuant thereto from the date of this agreement, and renewable thereafter in perpetuity under the conditions provided for herein and the Corporate Bylaws.

ARTICLE ONE

Commencing at the time indicated in Article Two hereof, the Member agrees to pay to the Corporation a monthly sum referred to herein as assessments equal to one-twelfth of Member's proportionate share of the sum required by the Corporation, as estimated by its Board of Directors to meet its annual expenses, including but not limited to the following item:

- (a) The cost of all operating expenses of the project and furnished services.
- (b) The cost of necessary management and administration.
- (c) The amount of all taxes and assessments levied against the project of the Corporation or which it is required to pay, and ground rent, if any.
- (d) The cost of fire and extended coverage insurance on the project and such other insurance as the Corporation may effect or as may be required by any mortgage on the project.
- (e) The cost of furnishing water, electricity, heat, gas, garbage and trash collection, and other utilities furnished by the Corporation.

- (f) All reserves set up by the Board of Directors, including the general operating reserve and the reserve for replacements.
- (g) The estimated cost of repairs, maintenance and replacements of the project property to be made by the Corporation.
- (h) The amount of principal, interest, mortgage insurance premiums, and other required payments on any corporate mortgage.
- (i) Any other expenses of the Corporation approved by the Corporation, including operating deficiencies, if any, for prior periods.

The Board of Directors and Members, as set out by the Bylaws, will determine the amount of the assessments annually, but may do so at more frequent intervals should circumstance so require. No Member shall be charged with more than his proportionate share thereof as determined by the Board of Directors. That amount of the assessments required by payment on the principal of the mortgage of the Corporation or any other capital expenditures shall be credited on the books of the Corporation to the "Paid-in-Surplus" account as a capital contribution by the Members.

Until further notice from the Corporation, the monthly assessments for the above-mentioned Lot shall be _____ Dollars (\$ _____).

ARTICLE TWO

The Member shall pay assessment in advance on the first day of each month, beginning on the first day of _____, 1999.

ARTICLE THREE

The term herein granted shall be in perpetuity unless, the Membership rights of the Members shall have been terminated, foreclosed or transferred pursuant to the terms and conditions of the corporate Bylaws, or as herein provided.

ARTICLE FOUR

The Member shall occupy the Lot covered by this agreement as a private dwelling for himself or for himself and his immediate family or assigns and for no other purpose, and may enjoy the use in common with the other Members of the Corporation of all community property and facilities of the project, so long as he continues to own a Membership of the Corporation, occupies his Lot and abides by the terms of this agreement. Any sublessee of Member, if approved pursuant of Article Six, may enjoy the rights to which the Member is entitled under this article.

The Member shall not permit or suffer anything to be done or kept on premises which will increase the rate of insurance of the Corporation, or which will obstruct or interfere with the rights of other occupants or annoy them by unreasonable noises or otherwise, nor will he commit or permit any nuisance. The Member shall comply with all of the requirements of governmental authorities with respect to the premises.

ARTICLE FIVE

In return for the Member's continued fulfillment of the terms and conditions of this agreement, the Corporate Bylaws, and Rules and Regulations, the Corporation covenants that the Member may at all times while this agreement remains in effect, have and enjoy for his sole use and benefit the property herein described, after obtaining occupancy, and may enjoy in common with all other Members of the Corporation the use of all community property and facilities of the project.

ARTICLE SIX

The Member shall not assign this agreement or sublet his dwelling unit without the written consent of the Corporation, which consent shall not be unreasonably withheld. The liability of the Member under this occupancy agreement shall continue notwithstanding the fact that he may have sublet the lot with the approval of the Corporation and the Member shall be responsible to Corporation for the conduct of his sublessee. Any unauthorized subleases shall at the option of the Corporation, result in the determination and forfeiture of the Member's rights under this occupancy agreement. Nonpaying guests of a Member may occupy the Member's unit under such conditions as may be prescribed by the Board of Directors in the Bylaws and Rules and Regulations.

ARTICLE SEVEN

Neither this agreement nor the Members right of occupancy shall be transferable or assignable except in the same manner as may now or hereafter be provided for the transfer of Memberships in the Bylaws of the Corporation.

ARTICLE EIGHT

The Corporation shall provide necessary management, operation, and administration of the project.

ARTICLE NINE

The Member agrees to maintain his mobile home unit at his own expense, and keep same in good condition and repair.

The Corporation shall provide and pay for all necessary repairs, maintenance, and replacements of common cooperative corporate property.

In case the Member shall fail to maintain or repair his mobile home unit in a manner satisfactory to the Corporation and pay for same, the Corporation may do so and add the cost thereof to the Member's next month's assessments payment.

ARTICLE TEN

If at any time after the happening of any of the events specified in Clauses (a) to (i) of this Article, the Corporation shall give to the Member a notice that this agreement will expire at a date not less than 15 days thereafter, this agreement and all of the Member's rights hereunder will expire on the date so fixed in such notice, unless in the meantime the default has been cured in a manner deemed satisfactory by the Corporation, it being the intention of the parties hereto to create hereby conditional limitations; and it shall thereupon be lawful for the Corporation to remove all persons and personal property from the Lot, either by summary dispossession proceedings or by suitable action proceedings or by suitable action or proceeding at law or in equity or by any other suitable action proceeding which may apply to the eviction of tenants, or by any other lawful means or remedy, and to repossess the Lot in its former state as if this agreement had not been made, in any one or more of the following circumstances each of which shall constitute a default:

(a) In case at any time during the term of this agreement the Member shall cease to be the owner and legal holder of a Membership of the Corporation.

(b) In case the Member attempts to transfer or assign this agreement in a manner inconsistent with the provisions of the Bylaws.

(c) In case at any time during the continuance of this agreement the Member shall be declared bankrupt under the laws of the United States.

(d) In case at any time during the continuance of this agreement a receiver of the Member's property shall be appointed under any of the laws of the United States or of any state.

(e) In case at any time during the continuance of this agreement the Member shall make a general assignment for the benefit of creditors.

(f) In case at any time during the continuance of this agreement any of the stock or Membership of the Corporation owned by the Member shall be duly levied on and sold under the process of any court.

(g) In case the Member fails to effect or pay for repairs and maintenance as provided for in Article Nine hereof.

(h) In case the Member shall fail to pay any sum due pursuant to the provisions of Article One hereof, or of the Bylaws or Charter of the Corporation.

(i) In case the Member shall default in the performance of any of his obligations under this agreement.

The failure on the part of the Corporation to avail itself of any of the remedies given under this agreement shall not waive or destroy the right of the Corporation to avail itself of such remedies for similar or other breaches on the part of the Member.

ARTICLE ELEVEN

The Member covenants that he will preserve and promote the cooperative ownership principles on which the Corporation has been founded, abide by the Articles of Incorporation, Bylaws, Rules and Regulations of the Corporation and any amendments thereto, and adhere to the statutory requirements under Federal and Florida law, as they now exist or may be imposed in the future. Specifically, he will provide proof of age of selves and all occupants, and shall adhere to occupancy restrictions, procedures and conditions of the Corporate Bylaws and Rules and Regulations. By his acts of cooperation with its other Members bring about for himself and his co-Members a high standard in home and community conditions. The Corporation agrees to make its Rules and Regulations known to the Member by delivery of the same to him or by promulgating them in such other manner as to constitute adequate notice.

ARTICLE TWELVE

In addition to the other sum that have become or will become due pursuant to the terms of this agreement, the Member shall pay to the Corporation a late charge in an amount to be determined from time to time by the Board of Directors for each payment of assessment or part thereof, more than ten (10) days in arrears.

If the Member defaults in making a payment of assessment or in the performance or observance of any provision of this agreement, and the Corporation has obtained the services of an attorney with respect to the defaults above, the Member covenants and agrees to pay to the Corporation any costs or fees involved, including reasonable attorney's fees, whether or not suit is instituted, as well as costs of suit in the event an action is commenced.

ARTICLE THIRTEEN

Whenever the provisions of law or the Bylaws of the Corporation or this agreement require notice to be given to either party thereto, any notice by the Corporation to the Member shall be deemed to have been duly given, and any demand by the Corporation on the Member shall be deemed to have been duly made, if the same is delivered to the Member at his unit or to the Member's last known address and any notice or demand by Member to the Corporation shall be deemed to have been duly given if delivered to an Officer of the Corporation. Such notice may also be given by depositing same in the United States mail addressed to the Member at the address shown on the books of the Corporation, or to the President of the Corporation, as the case may be, and the time of giving such notice.

ARTICLE FOURTEEN

No representations other than those contained in this agreement, the Corporate Charter, or the Bylaws of the Corporation shall be binding on the Corporation.

WITNESSES:

Peggy J. Sellers
President, Board of Directors
PORT CARLOS COVE, INC.

(Member's Name)

(Member's Name)

2-15-94

10-27-99

Declaration of Intent to Rent

Notice is herein given of my/our desire to make our unit at _____ available for rent in the 201_ - 201_ rental season.

It is understood that this unit, if rented, must be rented for a minimum of 30 days or one month, may be rented a maximum of three (3) times in any 365 day period, and may not be rented for more than 179 days in any 365 day period.

I/we understand that our unit cannot be occupied by more than two (2) people, at least one of whom must be a minimum of 55 years of age.

Renters may have a maximum of four (4) guests, including children, for a maximum of 14 days per year. A fee of \$3.00 per day for each guest whose visit exceeds 48 hours shall be pre-paid to the Corporation.

It is my/our responsibility to assure that all renters, and each of their guests, register with the Port Carlos Cove office on the first day that office is open after their arrival.

Renters shall be made aware that they may not sub-rent.

Renters shall be made aware that they may not have any pets in Port Carlos Cove. This restriction equally applies to any of their guests.

Owners of rental units must post a copy of all pertinent Port Carlos Cove By-laws and Rules and Regulations in the rental unit. Further, owners must assure that renters are aware of these rules, and the renters must comply with them on penalty of eviction.

Permission for any renter to be on Port Carlos Cove property shall be denied unless this notice of intent is filed with the Corporate office prior to the beginning of any rental season, which is deemed to be October 1.

Page 1 of 2 pages

5-15-2010

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EXHIBIT IV.A.

Declaration of Intent to Rent (Page 2 of 2 pages)

Permission for any owner to have a renter be on Port Carlos Cove property shall be denied if a previous person or persons associated with renting of their unit has flagrantly or repeatedly violated our rules.

I/we understand that by renting this property we forfeit all rights as owners. We may occupy our unit only as invited guests of the renter. The renter is entitled to exclusive use of all facilities, to include docks and/or boat lifts, unless a specific provision to the contrary is included in a written agreement between owner and renter. The sole exception to this is the owners' right to store an appropriate boat or vehicle in the "back 40."

Signed _____

Date _____

This Declaration of Intent to Rent supplements, but does not replace or supercede any provision of the controlling documents of Port Carlos Cove, Incorporated.

5-15-2010

Page 69b

CORPORATE OPERATING BUDGET

(January 1 - December 31)

	A	B	C	D	E
1	Category	19	BUDGET	PROJECTED E-O-Y	PROPOSED 19
2	Wages				
3	Clerical	9,000	9,066		9,500
4	Maintenance	8,900	6,856		10,560
5	Landscape	1,100	1,320		1,320
6	Payroll Tax	2,000	1,243		1,500
7	Sub-Total	21,000	18,485		22,880
8	Admin.				
9	Copier	2,500	2,812		2,600
10	Office Equipment	0	774		1,000
11	Office Supplies	650	1,031		900
12	Postage	375	715		400
13	Licenses	1,000	956		1,000
14	Mileage	50	-		50
15	Accountant	2,200	2,214		2,300
16	Attorney	1,000	3,708		4,000
17	Insurance	8,100	7,032		8,000
18	Bank Charges	150	170		175
19	Miscellaneous	100	138		100
20	Sub-Total	16,125	19,550		20,625
21	Utilities				
22	Telephone	550	1,650		600
23	FPL	5,700	5,599		6,300
24	Propane	700	2,215		2,300
25	Refuse	8,000	10,647		10,000
26	Water	44,000	38,996		42,000
27	Sub-Total	58,950	69,107		61,200
28	Property Mtce.				
29	Clubhouse	1,400	1,019		1,400
30	Mowing	5,600	5,580		5,600
31	Supplies	2,500	2,359		2,000
32	Trim	1,800	1,629		1,800
33	Pool / Heater	3,500	3,424		4,000
34	Shuffleboard	150	-		150
35	Miscellaneous	200	-		200
36	Maintenance Bldg.	200	-		200
37	Lift Station	1,000	1,084		1,100
38	Seawall Hole Repair	500	870		1,000
39	Plumbing / Sewer	11,000.00	9,908		3,000
40	Electrical	2,000.00	8,971		3,000
41	Equipment Upkeep	500	172		500
42	Sub-Total	30,350	36,016		23,950
43	TOTAL OPER. BUDGET	126,425	132,158		128,655
44	Sewer Replacement Reserve	221,300	207,991		-
45	Seawall Replacement & Mtce. Reserve	9,675	18,650		10,000
46	Park Lights Reserve	-	-		23,200
47	Park Drains Reserve	-	-		2,400
48	Genl. Defer. Mtce. & Cap. Exp. Reserve	-	-		16,545
49					
50	TOTAL GENL. BUDGET	357,400	358,799		180,700
51	ASSETS				
52	Assessment		\$96 X 155 X 12 =		176,700
53	Miscellaneous Income				4,000
54	TOTAL ASSETS				180,700
55		180,700 - 164,155 =	16,545 to Genl. Reserve Fund		

OR BK 03172 PG 346A

PORT CARLOS COVE
ESTIMATED OPERATING BUDGET
FOR MEMBERS

	<u>MONTHLY</u>	<u>YEARLY</u>
A. ASSESSMENTS DUE TO CORPORATION	\$ 95.00	\$ 1,140.00
B. OTHER EXPENSES*		
1. Parcel Real Property Taxes on \$45,000 assessment. (Without Homestead)	86.00	1,032.00
2. Insurance (Liability, Damages, Wind, Floor, Contents)	92.00	1,104.00
3. Power**	50.00	600.00
4. Gas	10.00	120.00
C. TOTAL	\$ 333.00	\$ 3,996.00

* These figures are estimates only and do not include expense that is personal in nature such as telephone, interior maintenance, etc.

** The monthly electric bill may vary from \$25.00 to \$125.00 depending upon use, construction and type of household appliances used. The figure used is an average estimate.