

Nov 7 10 46 AM '78

DECLARATION OF CONDOMINIUM

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OF

WINTERPORT

Betty Carden, hereafter referred to as "DECLARANT", hereby states and declares:

W I T N E S S E T H:

WHEREAS, DECLARANT is the fee simple owner of certain property in Collier County, Florida, which is more particularly described in Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, DECLARANT does hereby submit said property to condominium ownership pursuant to Chapter 718, Florida Statutes, the Condominium Act, said Condominium to be known as WINTERPORT, a condominium, and does hereby incorporate into this document by reference all applicable provisions contained in said Condominium Act.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to WINTERPORT CONDOMINIUM ASSOCIATION, INC, a Florida nonprofit corporation, its successors and assigns.

Section 2. "Board" shall mean the Board of Directors for the Association.

Section 3. "Common Elements" shall mean as defined in the Florida Condominium Act.

Section 4. "DECLARANT" shall mean and refer to Betty Carden.

Section 5. "Limited Common Elements" shall mean as defined by the Condominium Act and as described in Article III, Section 2.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any unit which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6A. "Member" shall mean a member of the Association.

Section 7. "Project" shall mean the developer's plan for the property described in the plot plan attached as Exhibit "B" as more particularly defined herein.

This instrument prepared by K E Schumacher, 14500 Valley View Road, Eden Prairie MN 55343

Condominium Exhibit "B"
file in Condominium Book 12,
pages 35-39, November 7, 1978.

by: William J. Reagan, Clerk
Janice Evans, Sec

Section 8. "Properties" shall mean and refer to the land hereinabove described in the legal description.

Section 9. "Unit" shall mean as defined in the Florida Condominium Act and as further herein defined.

a. All "units" shall be "residential units" and be restricted to residential use.

Section 10. The definitions of all words defined in the Condominium Act are adopted herein.

ARTICLE II DEVELOPMENT PLAN

Section 1. Project. This condominium consists of two two-story buildings of six units each.

Section 2. Association. The management of the condominium shall be by the Association, which shall be a Florida corporation not for profit entitled WINTERPORT CONDOMINIUM ASSOCIATION, INC, which association shall act in accordance with Florida Statute 718.111. The condominium shall have the benefits and burdens of easements for the right of use and enjoyment of all streets, roads, and sidewalks within the Project and there shall be an easement for the benefit of all owners within the Project for all water, sewer, telephone, electrical, and other utilities and as otherwise provided herein or in the house rules. The Association has been created and shall be governed by the Articles of Incorporation attached hereto and made a part hereof as Exhibit C.

Section 3. Assessment. Each owner shall as hereinafter provided be obligated to pay an assessment to the Association. Such assessment shall be for the cost and expenses in connection with his individual condominium as well as the cost and expenses of the Association. Each owner shall have a proportional share of the common expenses and common surplus equal to the percentage set out opposite the number of the apartment owned as appears on Exhibit E attached hereto. Assessments shall be payable in advance four times a year and be based on the anticipated expenses for the quarter of the year for which the expense is billed. Assessments shall conform in all respects to the Condominium Act.

ARTICLE III PROPERTY RIGHTS

Section 1. Units. A unit shall consist of that space designated as a unit in Exhibit B to this Declaration, including all spaces above the unfinished floor and below the unfinished ceiling, bounded by the vertical planes of the unfinished perimeter walls outward to the lines of intersect of said planes. It is the intent that the planes representing the perimeter walls shall be extended outward so that the appurtenant porch shall be a part of the unit; thus, the walls between the porch and the remainder of the unit shall not be deemed perimeter walls for the purpose of defining and locating the unit. All interior walls within the unit shall be deemed a part of the unit.

A graphic description for the units required by the Condominium Act is attached hereto as Exhibit B and is made a part hereof. In the event that the actual physical location of any unit at any one time does not precisely coincide with the exhibits together with any subsequent amendments, the actual physical location shall control over the locations, dimensions, and descriptions herein. In the event of a total or substantial destruction of the buildings, the locations, dimensions, and descriptions of the respective units as contained within the exhibits together with any subsequent amendments will control.

Section 2. Limited Common Elements. Each residential unit shall have as a limited common element one automobile parking space(s) as shown on Exhibit B. All parking spaces shall be assigned by the Association. In addition, each unit shall also have as a limited common element all balconies for which the only reasonable access is through the unit or any patio appurtenant to the unit (such limited common element not to extend beyond the overhang of the porch above). Stairwells and common walkways shall not be deemed to be limited common elements.

Section 3. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common elements of this condominium which shall be appurtenant to and shall pass with the title to every unit, subject to the right of the Association to dedicate or transfer all or any part of the common elements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by those representing a majority of the units agreeing to such dedication or transfer has been recorded. Owners within the project, the association, and the club, if any, may not restrict any owner's or member's ingress and egress over the streets, road, sidewalks, and pathways as same may be constructed within the project extending from the dedicated streets and roads to any owner's unit, except that reasonable limitations may be imposed for purposes of maintenance and repairs of same in emergency situations.

Section 4. Access to Swimming Pool. The owners of all units in the condominium shall share in the use of one swimming pool, which shall be part of the common elements and the repair and maintenance of which shall be part of the expense of maintaining the common elements. The access to and enjoyment of the swimming pool shall be appurtenant to each unit within the condominium; and shall be subject to easements and rights of use and the sharing of expenses as provided in Article II, Section 2 hereof.

Section 5. Delegation of Use. Any owner may delegate, in accordance with the By-Laws (attached hereto as Exhibit D, and made a part hereof), his right on the property, subject to any reasonable rules and regulations established by the Association.

Section 6. Interest in Common Elements. Each Owner shall have an undivided interest in the common elements of the condominium in which his unit is located as set forth in Exhibit E, attached hereto and made a part hereof. In the event that the Association is dissolved, each owner shall be entitled to an undivided interest in the common elements equal to the interest set forth in Exhibit E attached hereto.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. The DECLARANT and every owner of a unit within the project shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any unit, except for the assignment of rights of use to lessees of the unit as elsewhere provided herein.

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

CLASS A. Class A members shall be all owners with the exception of the DECLARANT and shall be entitled to one vote for each unit owned. When more than one person holds an ownership interest in any unit, all such persons shall be members. The vote for such unit shall be exercised by one person who must be designated in writing to the Association. In no event shall more than one Class A vote be cast with respect to any one unit.

CLASS B. The Class B member(s) shall be the DECLARANT and shall be entitled to three votes for each unit for which there has not been a closing. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership,
- or
- (b) on 30 day of June 19 81
- or
- (c) at the option of the DECLARANT
- or
- (d) in any event, not later than such time as specified in Florida Statute 718.301

ARTICLE V
ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments (payable quarterly in advance), capital assessments, and special assessments and any other assessments to be established and collected as hereinafter provided or as provided in the Articles and By-Laws of the Association (hereinafter collectively referred to as assessments). The assessments together with interest, costs, and reasonable attorney's fees, shall be a charge on the unit and shall be a continuing lien upon the unit against which each such assessment is made. The record owners of each unit shall be personally liable jointly and severally to the Association for the payment of all assessments made by them and for all costs of collecting delinquent assessments, plus interest, costs, and reasonable attorney's fees. The personal obligation for delinquent assessments shall not pass to a successor in title unless expressly assumed by him; or said lien shall have been established in the public records in accordance with the applicable requirements of the Condominium Act; the lien however shall encumber the unit until paid.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the members and for the improvement, repair, replacement, maintenance, and reconstruction of the properties and personal property of the Association, as herein provided.

Section 3. Amount of Annual Assessment. The initial annual assessment levied by the Association shall be set by DECLARANT. Thereafter, such assessments shall be set by the Board of Directors in accordance with the By-Laws of the Association and applicable Florida statutes. Provided, however, that so long as DECLARANT is in control of the Board of Directors, the Board may not impose any such assessment for a year greater than 115 percent (115%) of the prior year's assessment, as defined by the By-Laws and applicable Florida statutes, except with the approval of a majority of the owners. The amount of assessment for common expenses and the share of common surplus attributable to a condominium unit shall be in the same proportion as the ownership interest in the common elements, all in accordance with Florida Statute 718.115.

Section 4. Uniform Rate of Assessment. Except as otherwise provided, both annual and capital assessments must be fixed at the fractions set forth in Article II, Section 4 for all units and shall be collected on a quarterly basis.

Section 5. Commencement of Annual Assessment and Due Dates. The first annual assessment shall be prorated according to the number of days remaining in the calendar year. The Board shall fix the amount of the annual assessment against each unit at least thirty days in

advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments of a specified unit have been paid.

Section 6. Capital Assessments. The Association shall have the right to make capital assessments to defray costs of capital improvements. No such assessment shall be made unless it is pursuant to a capital improvement plan which is approved by two-thirds of the membership of the Association. Additionally, a capital assessment may be assessed as provided in Section 2 of Article X.

Section 7. Special Assessments. The Association shall have the right, concurrent with all other rights, to levy fines as special assessments. Such fines may be levied for violation of the conditions, covenants, and restrictions contained herein, or for violations of rules and regulations as promulgated by the Association. Fines shall not be levied in excess of \$50.00 per infraction or \$50.00 per day for continuing infractions.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of 10 percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien described in Section 1 of this Article against the unit. No owner may avoid or otherwise escape liability for the assessments provided for herein by nonuse of the properties, or abandonment of his unit; the Association shall establish notice of any lien for delinquent assessment payments pursuant to applicable provisions of the Condominium Act.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage unless such lien is recorded prior to said mortgage. Sale or transfer of any unit shall not affect the assessment lien, provided same has been properly established of record or actual notice of same has been given to the party to be charged with same. The sale or transfer of any unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall, however, nullify payments which became due prior to such sale or transfer unless such assessment lien is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Except as otherwise herein provided, no sale or transfer shall relieve any unit from liability for any subsequent assessments or from the lien thereof.

Section 10. Assessment of DECLARANT. DECLARANT shall be excused from the payment of the share of the common expenses and assessments related to the condominium units DECLARANT offers for sale, for a period of time subsequent to the recording of this Declaration of

Condominium; said period of time will terminate on the first day of the fourth calendar month in which the closing of the purchase and sale of the first condominium unit occurs. DECLARANT shall, however, during the above-described period, pay the difference between the assessments collected and the amount necessary to operate the Association.

ARTICLE VI GENERAL RESTRICTIONS

Section 1. Signs. No signs may be erected or displayed on a unit, common elements, or limited common elements, including "for rent" or "for sale" signs except a display sign, for the sale and rental by the developer, which shall be erected on the grounds for the benefit of advertising the condominium units for sale or rent.

Section 2. Vehicles. Trucks, boats and trailers shall not be parked on common elements within the project.

Section 3. Aerials, Antennas. No exterior radio aerials or cable television antennas shall be permitted within the project unless it is under the auspices of the Association and for the use of the membership of the Association.

Section 4. Trash. Proper provisions shall be made in connection with each building for the sanitary storage of trash and for regular and frequent removal of the same. No garbage or rubbish shall be burned or buried within the project. Outside receptacles for garbage and rubbish for individual units shall not be permitted. Garbage disposals are provided in each unit; trash containers are located in the rear of each building for regular service pickups.

Section 5. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept within the project.

Section 6. Nuisance. An owner and his family shall not do or keep and shall not allow anything to be done or kept in his unit or within the limited common elements appurtenant to his unit which will increase the insurance rates on his unit, any other unit, the common elements, the limited common elements, or which will obstruct or interfere with the rights of other unit owners or the Association or annoy other unit owners by unreasonable noises, odors or otherwise; nor shall any owner and his family commit or permit any nuisance, immoral or illegal act within the properties; however nothing herein shall be construed as limiting the leasing of a condominium by month or longer duration.

Section 7. Use. A residential unit shall only be used for one family and their guests and the occupancy of each unit shall be limited to the number of persons for which its sleeping quarters have been designed.

Section 8. Children. There shall be no occupancy of a unit by children under the age of twelve (12) years of age, except as a house guest and then for a visit not to exceed thirty (30) days.

ARTICLE VII
APARTMENT SALE, LEASE AND INHERITANCE

Section 1. Restrictions. In order to assure a community of congenial and responsible owners and residents which is essential to successful operation and to the protection of the value of the units, there are certain restrictions on the sale, lease, and other transfer of the units as set forth below.

Section 2. Sale of Unit. No owner, except the DECLARANT, may sell his unit without approval of the Association as provided below.

Section 3. Lease. Any owner, including the DECLARANT, shall have the right to lease his unit for a minimum term of 30 days upon procuring the approval of the association or the DECLARANT except that said lease shall in no way violate any term of the Declaration or the By-Laws nor shall it violate any law including the laws of the State of Florida, and in that among the inducements to purchase a unit is the right to let, rent and lease said unit, this section may not be amended to the detriment of any owner except by such owner's consent.

Section 4. Approval. Each and every time an owner wishes to convey his unit by sale, such owner shall give written notice to the Association, together with the name and address of the intended grantee, the terms of the proposed transaction, and such other information as the Association may reasonably require. Any owner giving such notice warrants and represents to the Association that such owner believes the offer to be bona fide in all respects. The Association shall name in its rules and regulations the person to whom such application should be delivered. In absence of any such designation, the above-prescribed notice shall be delivered to the Secretary of the Assoc.

Within fifteen days after receipt of such notice, the Board shall either approve the sale of said unit or furnish an approved grantee willing to accept the transaction upon the same terms stated in the notice of the owner to the Association, except that a grantee furnished by the Association shall not be required to close the transaction less than thirty days subsequent to the date of the approval. Failure of the Board to act within such time period shall be deemed to constitute approval of the transaction as presented by the owner. The Board shall deliver to the purchaser notice of their approval in recordable form, signed by any two members of the Board. Such form of approval shall be delivered whether approval is given by affirmative action within the fifteen day period or by failure of the Board to act within the fifteen days.

Notice to the Association shall be deemed complete upon receipt of the notice with all required information by the Association.

Section 5. Transfer by Gift, Devise, or Inheritance. Any person who has obtained a unit by gift, devise, inheritance, or by any other method not contained herein, shall give notice of the acquisition of the unit to the Board together with the information required in Section 4 of this Article and a certified copy of the document or instrument by which the unit was obtained. In the event that no notice is given to the Board, then at any time after receiving knowledge of the conveyance, the Board may, at its election, approve or disapprove the transfer of ownership.

Within fifteen days after receipt of notice of the gift, devise, or inheritance, the Board must either approve or disapprove the transfer of title. Approval of the Board shall be in the same manner as that given for the sale of a unit. Failure to act within fifteen days of notice shall be deemed to constitute approval, and the Board shall so execute and deliver the appropriate form.

If the Board shall disapprove of the transfer under this Section, then the Board shall so advise the owner in writing of a purchaser or purchasers who will buy the unit in question at its fair market value as determined by three qualified appraisers who are residents of the county one of whom shall be selected by the purchaser furnished by the Association, one by the owner, and a third by the two selected appraisers, or upon mutual agreement by the purchaser and the owner by one appraiser. Cost for the appraisal shall be paid by the ultimate purchaser. The owner shall not be required to accept any transaction other than that of cash at a closing to take place within thirty days after determination of the sale price.

Section 6. Ownership Rights upon Lease. The lessee of a unit shall acquire all of the rights of ownership of the unit which he has leased, except that of voting, for the term of the lease. The owner shall, however, remain responsible to the Association for all of the duties of ownership. Although an owner may delegate such duties by the terms of the lease, the Association shall not be required to waive any rights against the owner of a leased unit.

Section 7. Corporate Ownership. A partnership, limited partnership or corporation may purchase or own a unit only if such entity designates one natural person to whom all rights and duties of ownership shall accrue. A corporation shall not be exempt from prior approval and shall present the Association with an application for membership of the designated member. Such corporate owner may, no more frequently than annually and subject to Board approval, change designated members.

Section 8. DECLARANT. For so long as DECLARANT holds units for sale in the ordinary course of business or for so long as any of the projected units remain unsold (even if they are unbuilt), then the DECLARANT is exempt from any restrictions on sale or lease of its units.

ARTICLE VIII
MAINTENANCE AND REPAIRS

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Section 1. By Owners. The responsibility of an owner is as follows:

- (a) To maintain in good condition and to repair and to replace all portions of his unit and all interior surfaces within or surrounding his unit (such as surfaces of the walls, floors, and ceiling), and to maintain and to repair all equipment and fixtures relating to the unit, including, but not limited to, the air-conditioning units, condensers, and appliances, and to pay for any utilities which are separately metered to the unit. Every owner must perform or have performed at his expense all maintenance and repair work required.
- (b) Not to make any alterations in the portions of the unit, limited common elements or common elements which are to be maintained by the Association, or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of any unit, limited common elements, or the common elements or which, in the sole opinion of the Board would detrimentally affect the architectural design of any unit, limited common elements, or common elements, without first obtaining the written consent of the Board, which consent the Board may withhold in its absolute discretion;
- (c) Not to paint or make any alteration, decoration, repair, replacement or change of or on the common elements, limited common elements, or to any outside or exterior portion of any unit, including the enclosure of covered porches or patios, doors, windows, etc, nor may there be any exterior lighting fixtures, mailboxes, screen doors, hardware, or similar items installed which are not consistent with the general architecture of the project and without specific written approval of the Board of Directors of the Association, which approval the Board may withhold in its absolute discretion. The Board shall not grant approval if in its opinion the effect of any of the items mentioned herein will be unsightly as to the project;

- (d) To promptly notify the Association or its agents in writing of any defect or need for repairs, for which the Association is responsible;
- (e) To keep the limited common elements contiguous to owner's unit neat and clean.

Section 2. By the Association. The responsibility of the Association is as follows:

- (a) To repair, maintain and replace all of the common elements and limited common elements, including all exterior surfaces of the units and other improvements, whether part of the common elements, or the limited common elements, and to maintain and repair all roadways within the properties.
- (b) To maintain, repair, replace all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of any and all utility services.
- (c) To repair, maintain and replace any and all facilities, landscaping, and other improvements located upon the common elements, except as otherwise provided.

ARTICLE IX INSURANCE

Section 1. Liability. The Board shall obtain liability insurance in such amounts as the Board may determine from time to time for the purpose of providing liability insurance coverage for the common elements. The Board shall collect and enforce the payment of a share of the premium for such insurance from each unit owner as a part of the common expenses. Said insurance shall include, but not be limited to, flood, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage. All liability insurance shall contain cross liability endorsement to cover liabilities of the owners as a group to an owner. Each owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own unit and limited common elements and for the purchasing of insurance covering his personal property, and any other property insurance he may wish.

Section 2. Additional Insurance and Bonds. The Association may also purchase such additional insurance and/or bonds as it may, from time to time, determine to be necessary or desirable, including but not limited to (a) fidelity bonds naming the Board as principals, (b) fidelity bonds naming the officers, representatives, agents, and employees of the Association as principals, (c) insurance to cover unpaid and uncollected assessments, (d) errors and omissions insurance to cover errors and omissions of the Board of the Association, both individual and collective, and (e) workman's compensation insurance.

ARTICLE X
DAMAGE AND DESTRUCTION AND CASUALTY INSURANCE

Section 1. Owner. Except as elsewhere provided, each owner shall have a duty to repair and reconstruct his unit in accordance with its original design. In the event an owner shall fail to repair or reconstruct his unit within a reasonable time, the Board of the Association may elect to either repair or reconstruct the unit and the cost of such repair or reconstruction shall be both the personal obligation of the owner and lien upon the unit.

Section 2. Association.

(a) The Association shall obtain Fire and Extended Coverage Insurance and Vandalism and Malicious Mischief Insurance, insuring all of the insurable improvements within the condominium including personal property owned by the Association, in and for the interest of the Association, all owners and their approved first mortgagees, as their interests may appear, in an amount equal to the maximum insurable replacement value as determined annually by the Board. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and charged as part of the Common Expenses. The company or companies with whom the Association shall place its insurance coverage as provided in the Declaration must be good and responsible companies authorized to do business in the State of Florida. The Board shall serve as Insurance Trustee unless the Association shall, by a majority vote of the members, designate a corporate trustee; provided, however, that such corporate trustee shall be a trust company authorized to business in Florida with its principal office in Collier County, Florida; and thereafter from time to time the Association shall have the right to change the insurance trustee to another such trust company or to the Board.

(b) All policies purchased by the Association shall be for the benefit of the Association, all owners and their first mortgagees, as their interests may appear. Such policies shall be deposited with the insurance trustee, (any corporate trustee shall first acknowledge in an insurance trust agreement that the policies and any proceeds thereof will be held in accordance with the terms hereof). Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the insurance trustee. In the event of a casualty loss, a corporate trustee may deduct from the insurance proceeds collected, a reasonable fee for its services as insurance trustee. The Board is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association. Any corporate trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of the policies, nor for the failure to collect any insurance proceeds.

(c) No mortgagee shall have any right to participate in the determination of whether property is to be rebuilt nor shall any mortgagee have the right to apply insurance proceeds to repayment of its loan unless the same is a distribution made to owners and their mortgagees.

(d) The duty of the insurance trustee shall be receive the proceeds from the casualty insurance policies held by it and shall hold such proceeds in trust for the Association, owners, and any mortgagees under the following terms:

1. In the event a loss occurs to any improvements within any of the units alone, without any loss to any improvements within the common elements, the insurance trustee shall immediately pay all proceeds received because of such loss directly to the owners of the units damaged and their approved first mortgagees, if any, as their interests may appear and it shall be the duty of these owners to use such proceeds to effect necessary repair to the unit. A corporate trustee may rely upon the written statement of the Board as to whether or not a loss has been incurred to the units or common elements, or both. The Board, acting as trustee, may act in its best judgment.

2. In the event that a loss of \$5,000 or less occurs to improvements within one or more units and to improvements within contiguous common elements, or to improvements within the common elements alone, the corporate trustee, if any, shall pay the proceeds received as a result of such loss to the Board. Upon receipt of such proceeds, the Board will promptly contract for the necessary repairs to the improvements within the common elements and within the damaged units. In such event, should the insurance proceeds be sufficient to repair the improvements within the common elements but insufficient to repair all of the damage within the units, the proceeds shall be applied first to completely repair the improvements within the common elements, and the balance of the funds shall be apportioned to repair improvements within owners' units in proportion to the loss sustained to improvements within said units, as estimated by the insurance carrier, and the owners owning interests in units containing damaged improvements shall be subject to a capital assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within their individual units.

3. In the event the damage exceeds the sum of \$5,000 to the common elements alone, or to the individual units and to improvements within contiguous common elements (it being the intention of the foregoing to cover any loss other than those specifically described in subparagraphs 1 and 2) then the insurance trustee shall hold all insurance proceeds in trust, and any and all other funds paid as hereinafter provided, and shall distribute the same as follows:

(a) The Board shall obtain or cause to be obtained reliable and detailed estimates and/or bids for the cost of rebuilding and reconstructing the damage and for the purpose of determining whether insurance proceeds are sufficient to pay for the same.

(b) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the common elements and within the units, or upon the collection of the necessary funds that are described in part (c) of this paragraph, then the improvements shall be completely repaired and restored. In this event all payees of such funds shall deliver paid bills and waivers of Mechanics' Lien to the insurance trustee and execute an affidavit required by law or by the Board, or any approved first mortgagee named on a mortgagee endorsement, or the insurance trustee, and deliver the same to the insurance trustee. Further, the Board shall negotiate and obtain a contractor willing to do the work on a fixed price basis, or some other reasonable terms under the circumstances, which said contractor shall post a performance and payment bond, and the trustee shall disburse the insurance proceeds and other funds held in trust in accordance with the progress payments contained in the construction contract between the Association and the contractor. Subject to the foregoing, the Board shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(c) In the event the insurance proceeds are not sufficient to repair and replace all of the improvements within the common elements and within the units so that capital assessments shall be required, the following provisions shall be applicable:

(i) In the event the deficiency between the estimated cost of repairs and replacements and the insurance proceeds is less than \$25,000, then the Board shall meet and shall determine the amount of and terms of a capital assessment against the units and the owners thereof to obtain the necessary funds to repair and to restore the improvements. Such assessment need not be uniform as to all units, but may be in accordance with such factors as the Board shall consider to be fair and equitable under the circumstances. Whereupon the Board, having determined the amount of such assessment, shall immediately levy such assessment setting forth the date of payment of the same and the funds received shall be delivered to the trustee and disbursed as provided in the preceding paragraph; or

(ii) In the event the deficit between the estimated cost of repair and replacement and the insurance proceeds exceeds the sum of \$25,000, then in that event the Board shall order a membership meeting of the members of the Association held as rapidly as possible for the purpose of approving the amount of and the methods and terms of a capital assessment proposed by the Board against the units and the owners thereof so as to obtain the necessary funds to repair and replace the improvements. Such assessment need not be uniform as to all units but may be in accordance with such factors as the Board considers fair and equitable under all of the circumstances. Upon approval of the amount of the capital assessment, the units, and the owners responsible therefor, by a majority of the membership, the Board shall immediately levy such assessment and the funds received shall be delivered to the Trustee and disbursed as provided in the preceding paragraph. In the event a majority of the members of the Association are opposed to the capital assessment and the Board is to obtain majority approval for any plan of capital assessment, then such vote shall be deemed a vote for termination of the condominium. Upon such termination the insurance proceeds shall be disbursed as follows: Following payment of all expenses, the insurance trustee shall divide the insurance proceeds into equal shares equal to the number of units within the project, shall promptly pay a share jointly to the owners and mortgagees of record of each unit as their interests may appear. In making distribution to the owners and the mortgagees, the insurance trustee may rely upon a certificate of an abstract company as to the names of the then owners and their respective mortgagees. It is the intention of the foregoing that the proceeds of insurance shall be distributed regardless of whether or not there is a vote for termination so long as two-thirds are opposed to the capital assessment.

4. In the event, after complete repair and reconstruction and after any corporate trustee's fee has been paid, funds remain in the hands of the insurance trustee, such funds shall be disbursed in accordance with the provisions just above set forth with regard to the distribution of insurance proceeds upon termination. It shall be presumed, however, that the first funds disbursed in payment of repair, replacement, and reconstruction shall be from insurance proceeds; if there is a balance in the fund held by the insurance trustee after payment of all costs of repair, restoration, and reconstruction and after payment of any and all insurance trustee's fees and expenses, such balance shall be distributed to the owners in proportion to their contributions.

5. In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair or in the event the insurance proceeds are insufficient but additional funds are raised by capital assessment or any other manner within ninety days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan. Further all covenants contained herein are for the benefit of any mortgagee of a unit and may be enforced by an approved first mortgagee.

ARTICLE XI TERMINATION

Except as otherwise provided, this Declaration of Condominium may only be terminated by the unanimous consent of all of the members of the Association and all parties holding first mortgages on any units in which event, the termination of the condominium shall be by such plan as may be then adopted by the members and mortgage holders. Such plan shall be in writing and signed by all of said members and mortgage holders and shall be recorded in the public records of the county.

ARTICLE XII RIGHT OF ENTRY INTO UNIT IN EMERGENCY

In case of any emergency originating in or threatening any unit, regardless of whether the owner is present at the time of such emergency, any member of the Board or any other person authorized by it, shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each unit, if required by the Association, shall deposit under control of the Association, a key to such unit.

ARTICLE XIII RIGHT OF ENTRY FOR MAINTENANCE OF COMMON PROPERTY

Whenever it is necessary to enter any unit for the purpose of performing any maintenance, alteration or repair to any portion of the common elements or limited common elements, or to go upon any limited common element for such purpose, the owner of each unit shall permit other owners or their representatives, or the duly constituted and authorized agent of Association to enter such unit, or to go upon the limited common elements constituting an appurtenance to any such unit for such purposes, provided that such entry shall be made only at reasonable times and with reasonable advance notice, except as provided in Article XII.

ARTICLE XIV
GENERAL PROVISIONS

OFF REC 781 PAGE 138

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, assessments, and charges now or thereafter imposed by the provisions of this Declaration. In the event an owner fails to perform repair, or perform any duty or responsibility under this Declaration for a reasonable length of time, then the Association may perform such repair, duty, or responsibility and bill the expense to the such owner. Except as otherwise provided, the Association shall have a lien as provided in Article V, Section 1 on the unit for any delinquent assessments or expenses to be paid to the Association. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment to Declaration. No amendment shall change a unit's proportionate share of the common expenses or common surplus, nor the voting rights of the members, unless all of the record owners and all of the record owners of first mortgages shall consent to and execute such an amendment. No amendment shall be passed which changes this Declaration with respect to the reservations or rights of DECLARANT unless the DECLARANT shall furnish his approval to such amendment in writing. Anything herein notwithstanding, except as otherwise provided, this Declaration may be amended at any regular or special meeting called in accordance with the By-Laws by the affirmative vote of seventy-five percent of the membership. Such amendment shall be evidenced by a certificate executed in accordance with the Florida Condominium Act by any two officers of the Association and shall become effective upon recording among the public records of the county. DECLARANT shall have the unqualified right and authority to amend this Declaration and any of its exhibits until prohibited by the Condominium Act.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has hereunto set its hand and seal the 24 day of May, 1978.

In the Presence of:

L. T. Burchford
L. A. Patterson

Betty Carden
Betty Carden

STATE OF Indiana
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 24 day of May, 1978 by Betty Carden.

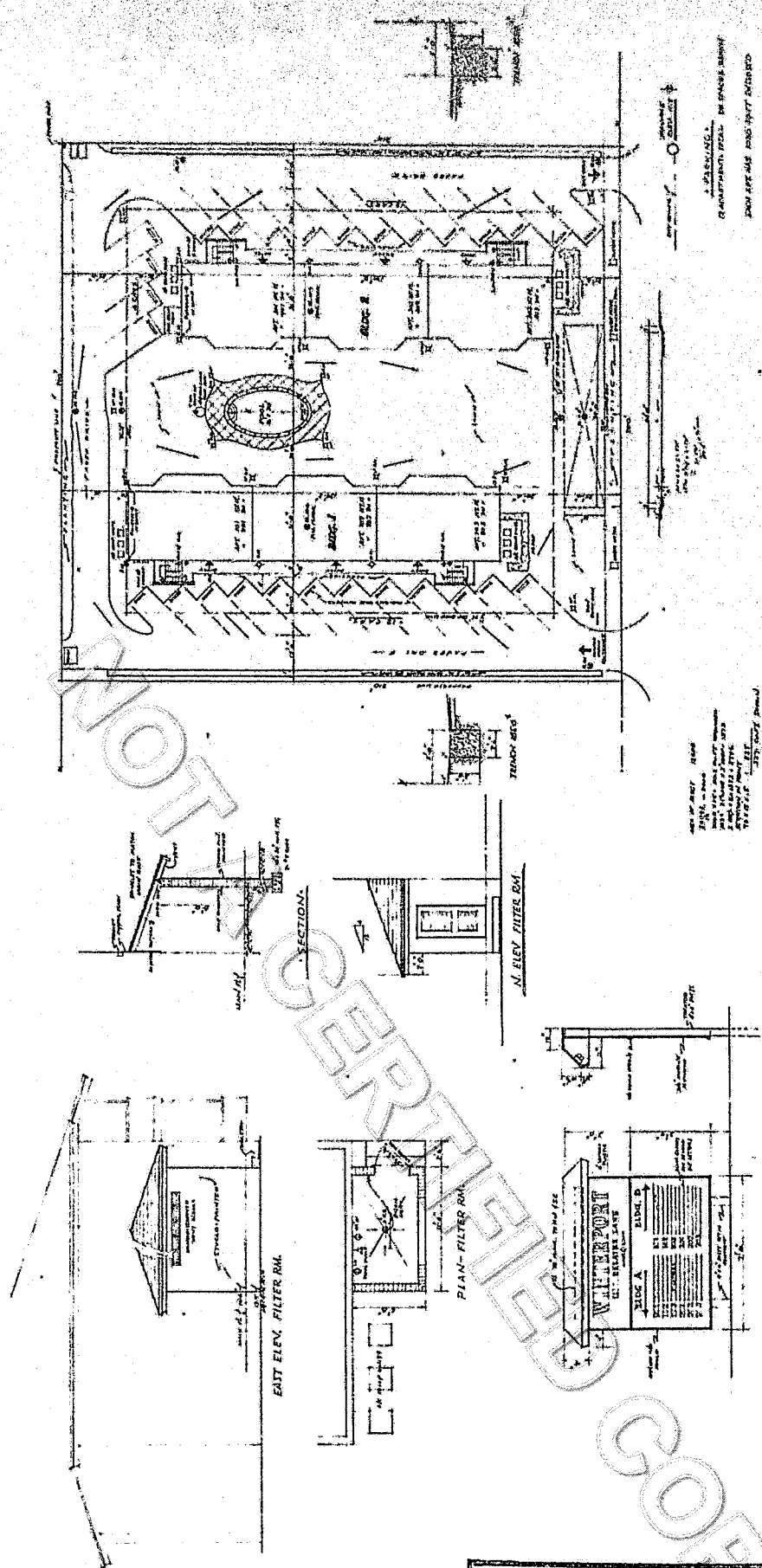
My commission expires: 2-28-81
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

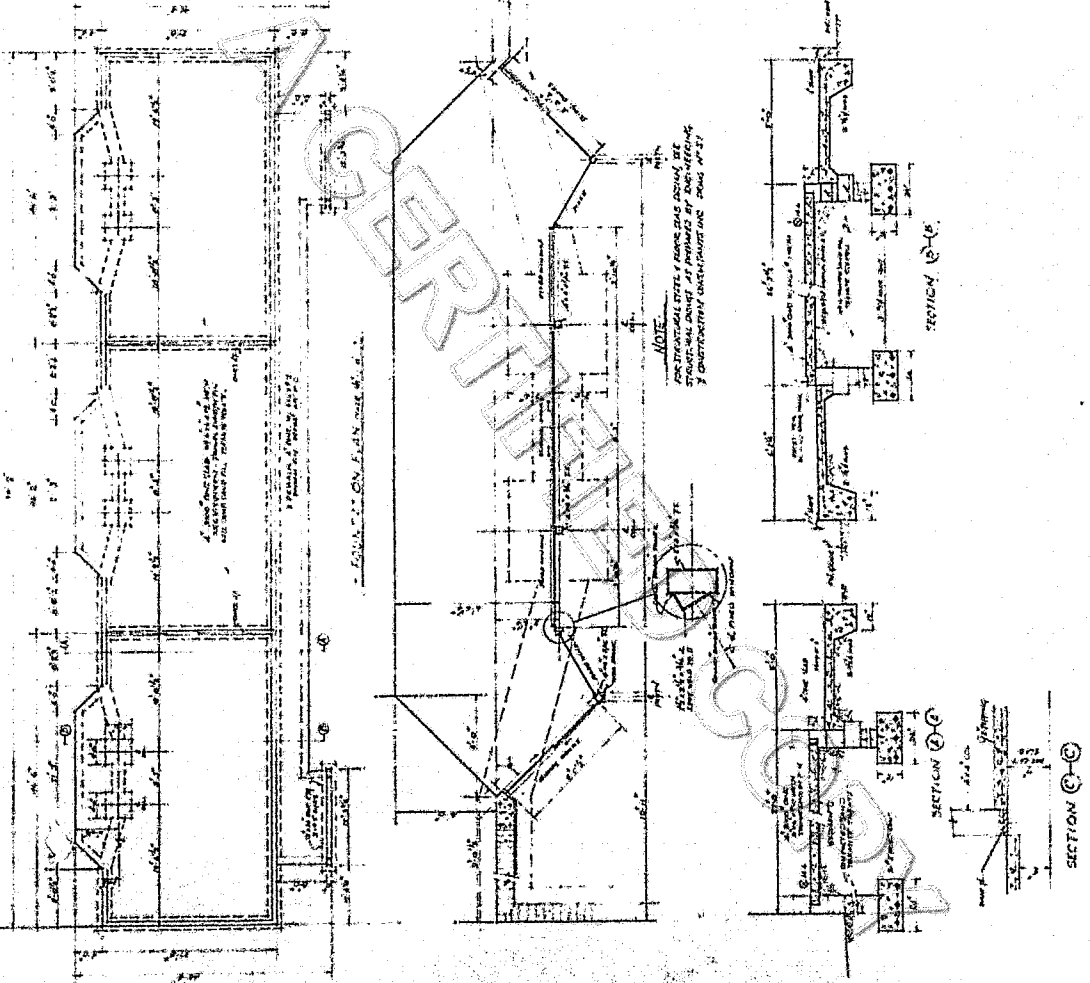
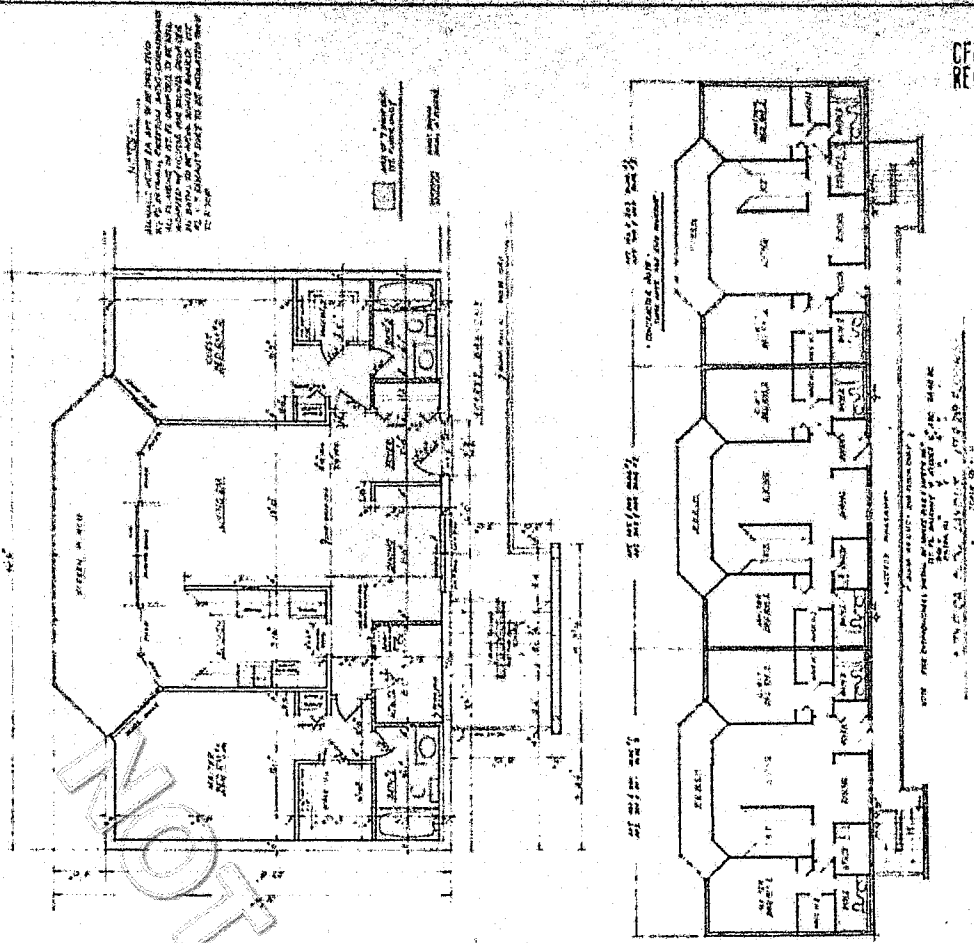
Lot No 5, Block 22, Unit 3 of Park Shore
as in Plat Book 8, pages 59 and 60, Public Records of
Collier County, Florida

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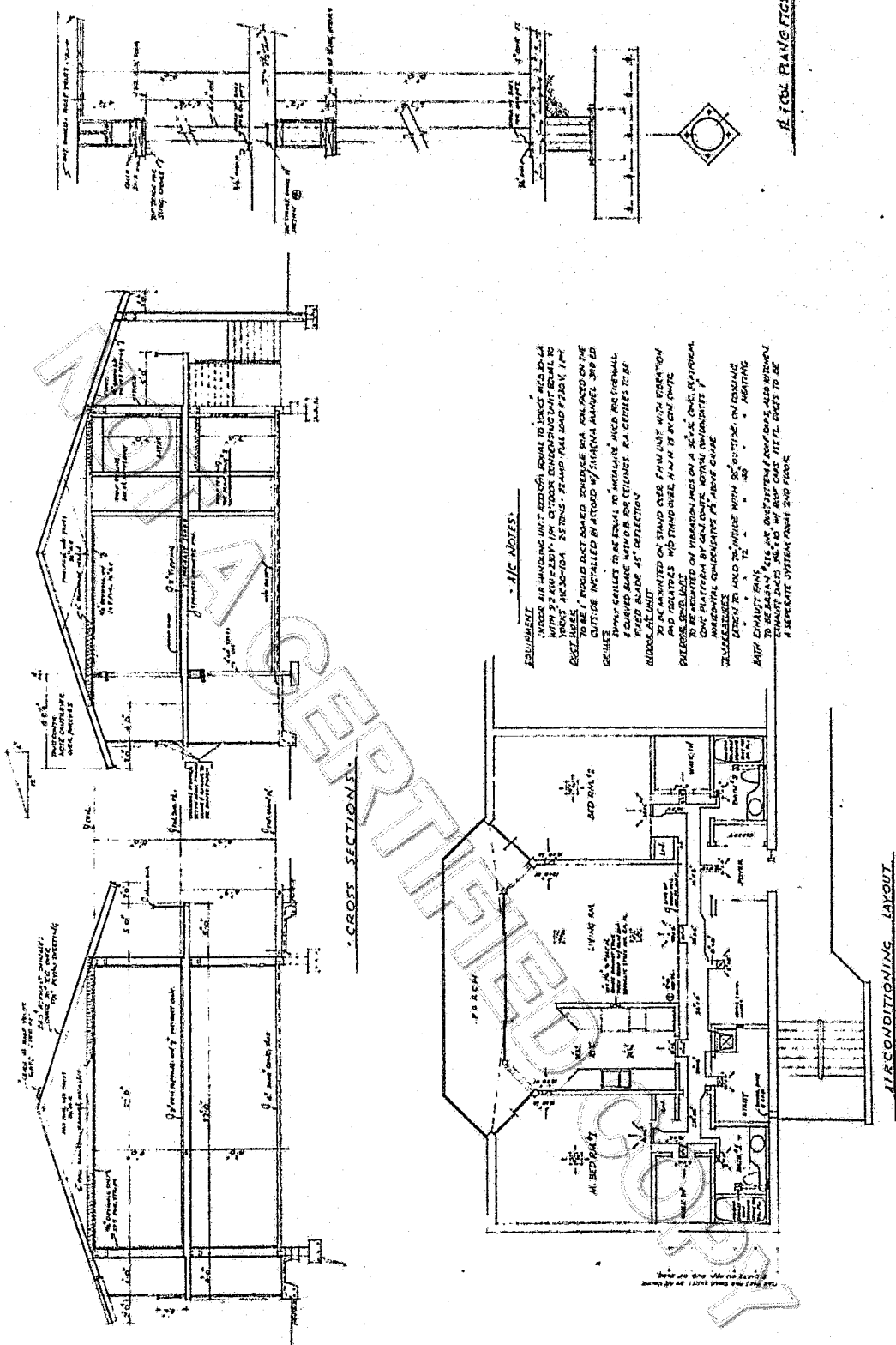


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CONDOMINIUM BOOK 12 PAGE 37

OFF REC 781 PAGE 142



State of Florida

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

OFF REC 781 PAGE 145

I certify that the following is a true and correct copy of Articles of Incorporation of WINTERPORT CONDOMINIUM ASSOCIATION INC., a corporation not for profit organized under the Laws of the State of Florida, filed on July 13, 1978, as shown by the records of this office.

The charter number for this corporation is 743582.



GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 17th day of July, 1978.

Gene A. Smathers
SECRETARY OF STATE

ARTICLES OF INCORPORATION

OF

WINTERPORT CONDOMINIUM ASSOCIATION INC

The undersigned subscribers to these articles of Incorporation, each a natural person competent to contract, hereby associate themselves together to form a corporation not for profit under Chapter 718, Florida Statutes.

ARTICLE I
NAME AND ADDRESS

Section 1. Name. The name of this corporation is Winterport Condominium Association Inc. For convenience, the corporation shall be referred to in these Articles as the "Association."

Section 2. Address. The street address of the principal office of the Association is: 3443 Gulfshore Blvd North, Naples, Florida 33940.

ARTICLE II
PURPOSES AND POWERS

Section 1. Purposes. The Association is formed for the purpose of maintaining, operating and managing the condominium established under Chapter 718, Florida Statutes. The Association is formed for the purpose of undertaking all of the functions contained herein, in the Declaration of Condominium, and all functions allocated to such association by Chapter 718, Florida Statutes, The Condominium Act and Chapter 617, Florida Statutes; and further to own, operate, lease, sell, trade and otherwise deal with property described in Exhibit "A" and of the property of the condominium declaration in accordance with the provisions of the Condominium Act, the by-laws and these Articles.

Section 2. Powers. In furtherance of the purposes of the Association, the Association may:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the declaration of condominium, applicable to the property and recorded or to be recorded in the Office of Clerk of Circuit Court, of the county. The same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length.

EXHIBIT C

DEF REC 781 PAGE 146
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APPROVED
AND
FLORIDA DEPT. OF STATE
CORPORATIONS DIVISION
TALLAHASSEE, FLORIDA

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

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, grant easements in or to all or any part of the common elements, to the developer, future unit owners, any public agency, authority or utility, or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) exercise all of the common law and statutory powers of a corporation not for profit established to govern a Florida condominium, provided, however, that no action shall be taken which conflicts with the Declarations or the Condominium Act;

(f) make and enforce reasonable rules and regulations governing the use of units, common elements, limited common elements and all property owned by the Association;

(g) maintain, repair, replace, and operate property over which the Association has full ownership or the right and power to maintain, replace, and operate in accordance with these articles, the Declaration, the Condominium Act, and the by-laws for this Association;

(h) reconstruct improvements as required in the Declaration;

(i) enforce by legal means the provisions of the Declaration;

(j) participate in mergers and consolidations with other not-for-profit corporations organized for the same or similar purposes.

ARTICLE III NONPROFIT NATURE

The Association shall not exist or be operated for pecuniary profit, and no part of the net earnings of the Association or the net assets upon liquidation shall inure to the benefit of any member. The Association may, however, reimburse its members for actual expenses incurred for or in behalf of the Association, and may pay compensation in a reasonable amount to its members for actual services rendered to the Association, as permitted by law.

ARTICLE IV MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any unit within the property described in Exhibit "A" to the various declarations shall be a member of the Association.

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of writing, Typing or Printing
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when received.

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The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any unit on property described in Exhibit "A".

ARTICLE V
VOTING RIGHTS

The Association shall have two classes of voting membership.

CLASS A. Class A members shall be all owners with the exception of the Developer, and shall be entitled to one vote for each unit owned. When more than one person holds an ownership interest in any unit, all such persons shall be members. The vote for such unit shall be exercised by one person who they must designate in writing to the Association. In no event shall more than one Class A vote be cast with respect to any one unit.

CLASS B. Class B members shall be the Developer and shall be entitled to three votes for each unit for which there has not been a closing. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs first:

- a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership
- or
- b) on 30 day of June 19 81
- or
- c) at the option of the Developer
- or
- d) in any event, not later than such time as specified in Florida Statute 718.301.

ARTICLE VI
TERM OF EXISTENCE

The corporation is to exist perpetually.

ARTICLE VII
SUBSCRIBERS

The name and residence address of each subscriber to these Articles of Incorporation is:

Name	Address
Betty Carden	2145 Rome Drive, Indianapolis, Indiana
William A Carden	2145 Rome Drive, Indianapolis, Indiana
Rita Smith	3443 Gulfshore Blvd North, Naples, Fla

Section 1. Officers. The affairs of the Association shall be managed by the President of the Association, assisted by one or several vice presidents, the secretary and the treasurer, and, if any, by the assistant secretary and assistant treasurer, subject to the directions of the Board.

Section 2. Election and Qualification. The Board shall elect the president, a vice president, a secretary, and a treasurer, within thirty days of the annual meeting at which directors are elected and as many other vice presidents, assistant secretaries and assistant treasurers as the Board shall, from time to time, determine. The president shall be a director, but no other officer need be a director. The same person may hold two offices the duties of which are not incompatible, provided, however, the office of president and a vice president shall not be held by the same person, nor shall the office of president and secretary or assistant secretary be held by the same person.

ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

Name	Title
William A Carden	President
Rita Smith	Vice President
Betty Carden	Secretary/Treasurer

ARTICLE X
BOARD OF DIRECTORS

Section 1. Initial Board. The number of directors serving on the initial Board shall be three. The size of the Board shall increase as provided in Section 4 of this Article X.

Section 2. Initial Directors. The names and addresses of the persons who are to serve on the first Board are as follows:

Name	Address
Betty Carden	2145 Rome Drive, Indianapolis, Indiana
William A Carden	2145 Rome Drive, Indianapolis, Indiana
Steven Smith	3443 Gulfshore Blvd North, Naples, Fla

Section 3. Selection of Initial Board. Except as provided below, the Developer, its successors and assigns, shall have the right to appoint, designate, and elect the directors of the initial Board until such time as the initial Board no longer exists. When unit owners other than the Developer own eighty percent or more of the units to be governed by the Association, the unit owners, other than the Developer, shall be entitled to elect one director. Within sixty days after unit owners are entitled to elect said directors, the Association shall call and give not less than thirty days nor more than forty days notice of a meeting of the members for this purpose.

Section 4. Permanent Board. The permanent Board shall be comprised of five directors. The permanent Board shall be created upon the first of the following events:

- a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership

or

- b) on 30 day of June 19 81

or

- c) at the option of the Developer

or

- d) in any event, not later than such time as specified in Florida Statute 718.301.

Developer shall have the right to select two directors in the same manner as it selects initial directors so long as Developer holds for sale in the ordinary course of business any units in a condominium operated by the Association. The unit owners other than the Developer shall be entitled to elect the remaining three members of the permanent Board. At such time as the Developer no longer holds such units for sale, the unit owners other than the Developer shall be entitled to elect all of the members of the Board.

ARTICLE XI FIDUCIARY RELATIONSHIP

The officers and directors of the Association shall have a fiduciary relationship to the unit owners.

ARTICLE XII BY-LAWS

The first by-laws of the corporation shall be adopted by the board of directors and may be altered, amended or rescinded in the manner provided by the by-laws.

ARTICLE XIII TERMINATION

This Association may be terminated in accordance with a plan to terminate all of the condominiums under its control.

ARTICLE XIV AMENDMENTS

Section 1. Prior to Declaration. Prior to the time of the recordation of the Declaration for the condominium within Winterport, these Articles of Incorporation may be amended by an instrument, in writing, signed

by all the subscribers to these Articles of Incorporation, stating the Article Number and the contents of its amendment and filed in the office of the Secretary of State of the State of Florida with a certified copy of each such amendment attached to these Articles of Incorporation upon its recordation with the Declaration.

Section 2. After Declaration. After the recordation of the Declaration of condominium, these Articles of Incorporation may be amended in the following manner:

(a) Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which such proposed amendment is considered.

(b) A resolution approving a proposed amendment may be proposed by either the Board or by the Membership and after being proposed and approved by one of said bodies, it must be submitted for approval and thereupon receive such approval of the other. Such approval must be by seventy-five percent of the members of the Association present at any meeting; and such approval must also be by two-thirds of the members of the Board.

(c) No amendment may be made to the Articles of Incorporation which shall in any manner reduce, amend, affect or modify the provisions and obligations set forth in a Declaration.

(d) A copy of each amendment shall be certified by the Secretary of State and filed of record.

(e) Notwithstanding the foregoing provisions of this Article XIV, no amendment to these Articles of Incorporation which shall abridge, amend or alter the rights of the Developer, including the right to designate and select members of the Initial Board as provided in Article X hereof, may be adopted or become effective without the prior written consent of the Developer.

Section 3. Definitions:

- (a) "Developer" shall have the meaning as defined in the Declaration of Condominium.
- (b) All words and phrases herein shall take on such meaning as is established by Florida law and specifically the Condominium Act.

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures, this 24th day of May 19 78.

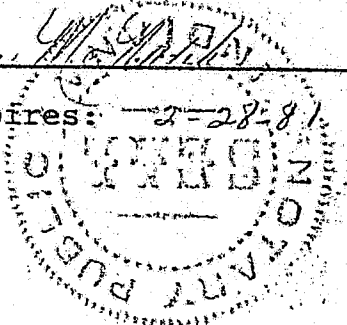
William H. Carden
Rita Carden
Rita Carden

STATE OF Indiana
 COUNTY OF Marion

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared William A. Gorden John Smith and John Gorden to me known to be the persons described as Subscribers in and who executed the foregoing Articles of Incorporation and they acknowledged before me that they executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures, this 24th day of May, 1978.

William A. Gorden
 Notary Public
 My commission expires: 2-28-81



NOT A CERTIFIED COPY

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First, that Winterport Condominium Association Inc desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation at the City of Naples, County of Collier, State of Florida, has named William A Carden, located at 3443 Gulfshore Blvd North, Naples, Florida 33940 as its agent to accept service of process within this state.

ACKNOWLEDGEMENT:

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

by William A. Carden
William A Carden
Resident Agent

CERTIFIED COPY

BY-LAWS

OF

WINTERPORT CONDOMINIUM ASSOCIATION INC

SECTION 1. IDENTITY

1.1 These By-Laws shall govern Winterport Condominium Association Inc (hereinafter referred to as "ASSOCIATION") a not-for-profit corporation created under Chapter 617, Florida Statutes to fill the function of a condominium association set forth in Chapter 718, Florida Statutes, the Condominium Act (hereinafter referred to as "The Act"). The Association shall manage the condominium created in accordance with the Act and pursuant to the development plan set forth in the declaration of condominium (hereinafter referred to as the "DECLARATION") within the project known as Winterport, a condominium.

1.2 The office of the Association shall be located at:
3443 Gulfshore Blvd North, Naples, Florida 33940, or at such location as may be determined by the Board of Directors (hereinafter referred to as the "BOARD") from time to time.

1.3 The fiscal year for the Association shall be the calendar year.

1.4 The seal of the Association shall bear the name of the Association, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation. An impression of the seal is attached below.

SECTION 2. BOARD OF DIRECTORS AND OFFICERS

2.1 The number of directors serving on the initial Board of Directors shall be three. The size of the Board shall increase as provided below.

2.2 Except as provided below, the Developer, Betty Carden, shall have the right to appoint, designate, and elect the directors of the initial Board until such time as the initial Board no longer exists. When unit owners other than the Developer own fifteen percent or more of the units to be governed by the Association, the unit owners, other than the Developer, shall be entitled to elect one director. Within sixty days after unit owners are entitled to elect said director, the Association shall call and give not less than thirty days nor more than forty days notice of a meeting of the members for this purpose.

2.3 The permanent Board shall be comprised of five directors. The permanent Board shall be created upon the first of the following events:

EXHIBIT D

a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership,

or

b) on 30 day of June 1981

or

c) at the option of the Developer

or

d) in any event, not later than such time as specified in Florida Statute 718.301.

The unit owners other than the Developer shall be entitled to elect three members of the permanent Board so long as the Developer holds for sale in the ordinary course of business any units in a condominium operated by the Association. Developer shall have the right to select the remaining two directors in the same manner as it selects initial directors. At such time as the Developer no longer holds such units for sale, the unit owners other than the Developer shall be entitled to elect all of the members of the Board.

2.4 Until such time as the Declaration within Winterport is filed, the Board may meet as it deems necessary and on the call of the president. After the declaration is filed, meetings of the Board shall be held at least every two months and shall be open to all unit owners and notices of all meetings shall be posted conspicuously forty-eight hours in advance for the attention of the unit owners except in an emergency.

2.5 The Board shall elect the president, a vice president, a secretary, and a treasurer, within thirty days of the annual meeting at which directors are elected, and as many other vice presidents, assistant secretaries and assistant treasurers as the Board shall, from time to time determine. The president shall be a director, but no other officer need be a director. The same person may hold two offices the duties of which are not incompatible, provided, however, the office of president and a vice president shall not be held by the same person, nor shall the office of president and secretary or assistant secretary be held by the same person.

2.6 The names of the officers who are to serve until the first election of officers by the Board are as follows:

President:	William A Carden
Vice President:	Rita Smith
Secretary/Treasurer:	Betty Carden

2.7 Minutes of the Board meetings shall be kept in a businesslike manner and available for inspection by unit owners and directors at all reasonable times.

2.8 The term of each director's service shall extend until the next annual meeting of the members, and thereafter until his successor is duly elected and qualified or until he is removed as elsewhere provided.

2.9 Any director not selected by the Developer may be removed from the Board, with or without cause, by a majority vote of the members of the Association in attendance at a duly called meeting. Except as otherwise provided in Section 5, in the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of the deceased, resigned, or removed director.

2.10 No director or officer shall receive any wage, salary, or fee from the Association for his services as a director or officer. A director or officer may, however, be reimbursed by the Association for actual expenses incurred for or on behalf of the Association, and may receive reasonable compensation for services rendered in capacities other than that of director or officer.

2.11 Any director may waive notice of a meeting either before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

2.12 A quorum at the Board meeting shall consist of the directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the Board present at a meeting at which a quorum is present shall constitute the acts of the Board, except as specifically otherwise provided in the Declaration. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

2.13 The presiding officer at Directors' meetings shall be the president. In the absence of the presiding officer, the directors present shall designate any one of their number to preside.

2.14 All of the powers and duties of the Association shall be exercised by the Board of Directors, except as reserved to the members, including those existing under the Act, the Articles and the documents establishing the condominium. Such powers and duties of the directors shall be exercised in accordance with the provisions of the Declaration, and shall include but not be limited to the following:

(a) Make and collect assessments against members to defray the costs of the condominium as provided in the declaration;

(b) Use the proceeds of assessments in the exercise of its powers and duties;

(c) Maintain, repair, replace and operate the property under its control;

(d) Reconstruct improvements after casualty and the further improvement of the property under its control;

(e) Make and amend regulations with respect to the use of the property under its control;

(f) To enforce by legal means the provisions of the condominium documents including the Declaration, the Articles, these By-Laws, the Rules and Regulations, and the applicable provisions of the Act;

(g) Enter into Management Agreements and contract for the maintenance and care of the condominium property and to delegate to such contracting party all powers and duties of the Association except as are specifically required by the condominium documents or the Act to have approval by the Board or the membership of the Association;

(h) Pay taxes and assessments which are liens against any property of the condominium other than the individual units and the appurtenances thereto, and to assess the same against the units subject to such liens;

(i) Purchase and carry insurance as provided in the declarations;

(j) Pay the cost of all power, water, sewer and other utilities services rendered to the condominiums and not billed to owners of individual units;

(k) Retain and hire such other employees who are necessary to administer and carry out the services required for the proper administration of the purposes of this Association and to pay all salaries therefor.

2.15 The officers of the Association shall have the following powers and duties:

(a) The president shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the president of an Association, including, but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall preside at all meetings of the members of the Board.

(b) The vice president, in the absence or disability of the president, shall exercise the powers and perform the duties of the president. He shall also generally assist the president and exercise such other powers and perform such other duties as shall be prescribed by the directors. In the event there shall be more than one vice president elected by the Board, then they shall be designated "First," "Second," etc and shall exercise the powers and perform the duties of the presidency in such order.

(c) The secretary shall keep the minutes of all proceedings of the directors and the members. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the treasurer, and shall perform all of the duties incident to the office of secretary of an association as may be required by the directors or the president. The assistant secretary, if any, shall perform the duties of the secretary when the secretary is absent and shall assist the secretary.

(d) The treasurer shall have custody of all of the property of the Association, including funds, securities and evidence of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices, and he shall perform all of the duties incident to the office of treasurer. The assistant treasurer, if any, shall assist the treasurer.

2.16 Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

2.17 A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

SECTION 3. QUORUM, VOTING, AND PROXIES

3.1 The Association shall have two classes of voting membership:

CLASS A. Class A members shall be all owners with the exception of the Developer and shall be entitled to one vote for each unit owned. When more than one person holds an ownership interest in any unit, all such persons shall be members. The vote for such unit shall be exercised by one person who they must designate in writing to the Association. In no event shall more than one Class A vote be cast with respect to any one unit.

CLASS B. The Class B member(s) shall be the Developer and shall be entitled to three votes for each unit in the project for which there has not been a closing. The Class B membership shall cease and be converted to Class A on the happening of either of the following events, whichever occurs earlier:

a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership

or

b) on 30 day of June 1981

or

45

c) at the option of the Developer

or

d) in any event, not later than such time as specified in Florida Statute 718.301.

3.2 Representation by owner or proxy of a majority of the units under the control of the Association at a membership meeting shall constitute a quorum, except as otherwise provided herein or by statute or by the Declarations.

3.3 At all meetings of members, each member may vote as provided in the Declarations either in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his unit.

3.4 Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, the Declaration of Condominium, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the units represented at any duly called membership meeting at which a quorum is present shall be binding upon the members.

SECTION 4. MEMBERSHIP MEETINGS

4.1 The annual meeting shall be on the second Tuesday in January of each year at Nine O'Clock A.M., Eastern time. The Board shall determine the location of the annual meeting.

4.2 Special meetings of the members may be called at any time by a majority of the Board, or upon written request of twenty percent of the members; the president shall call such a meeting.

4.3 Except as otherwise provided, written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen days prior to such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Nothing contained herein shall prevent the giving of additional notice either prior to or after the stated time period.

SECTION 5. BUDGET AND ASSESSMENTS

5.1 As provided above, the Board shall adopt the annual budget. Written notice shall be given each unit owner of the time and place of the meeting to consider said budget. In the event that said budget requires an assessment in excess of 115% of such assessment for the preceding year, upon written application of ten percent of the membership, a special meeting of the membership shall be held upon not less than ten days written notice to each such member, but within thirty days

of the delivery of such application to the Board or any member thereof, at which special meeting members may consider and enact a revision of the budget, or recall any and all members of the Board and elect their successors.

5.2 The Board shall collect the assessments not less frequently than quarterly. Payments may be made in advance less frequently than quarterly, but the Board may not require payment less frequently except in the case of a unit owner who is in arrears on his assessment.

SECTION 6. AMENDMENTS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

(a) Amendment to these By-Laws may be proposed by the Board or upon vote of the majority of the members whether meeting as members or by instrument, in writing, signed by them.

(b) Upon any amendment or amendments to these By-Laws being proposed by said Board or members, such proposed amendment or amendments shall be transmitted to the president of the Association, or other officer of the Association in the absence of the president, who shall, thereupon, call a Special Joint Meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than twenty days or later than sixty days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as the notice of the call of a special meeting of the members is required, as herein set forth.

(c) In order for such amendment or amendments to become effective, the same shall be approved by an affirmative vote of two-thirds of the entire membership of the Board and by an affirmative vote of the members owning not less than two-thirds of the units in all condominiums under control of the Association. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the president and secretary of the Association, and a copy thereof shall be recorded in the public records of the county, within ten days from the date on which any amendment or amendments have been affirmatively approved by the directors and members.

(d) At any meeting held to consider such amendment or amendments to the By-Laws, written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the secretary of the Association at or prior to such meeting.

(e) Notwithstanding the foregoing provisions of this Section 6, no amendment to these By-Laws may be adopted or become effective prior to relinquishment of control of the Association by the Developer without the prior written consent of the Developer; nor at any time shall any amendment be effective which is in violation of the Declaration of Condominium or the Articles of Incorporation of the corporation managing the condominium association.

SECTION 7. DEFINITIONS.

a. "Developer" shall have the meaning as defined in the Declaration of Condominium.

b. All words and phrases herein shall take on such meaning as is established by Florida law and specifically the Condominium Act.

The foregoing were adopted as the By-Laws of Winterport Condominium Association Inc under the laws of the State of Florida, at the first meeting of the Board of Directors on the 24 day of May 1978.

Betty Carden
Secretary

APPROVED:

William H. Carden
President

NOT A CERTIFIED COPY

EXHIBIT E

CONDOMINIUM APARTMENT and
PERCENTAGE SHARE OF COMMON ELEMENTS

WINTERPORT

<u>Unit Number</u>	<u>Percentage of Common Element</u>
101	8.33 %
102	8.33 %
103	8.33 %
201	8.34 %
202	8.33 %
203	8.34 %
301	8.33 %
302	8.33 %
303	8.33 %
401	8.34 %
402	8.33 %
403	8.34 %
	100.00%

JOINDER OF MORTGAGEE

BARNETT BANK OF NAPLES (Formerly Barnett Bank of Collier County), Mortgagee, in that certain mortgage with Betty Carden dated April 1, 1978 and recorded April 10, 1978, in Official Records Book 744 at Page 1033, Public Records of Collier County, Florida, hereby joins in and consents to the Declaration of Condominium of WINTERPORT, to which this Joinder is attached and made a part hereof.

BARNETT BANK OF NAPLES

By [Signature]
Vice President

ATTEST: [Signature]
Sr. Vice President

Dated September 11, 1978

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

I hereby certify that on this 11th day of September, 1978, before me an officer duly authorized to take acknowledgments, personally appeared George E. Roberts and Harold H. Feeney, II, to me known to be the Vice President and Sr. Vice President, respectively, of the corporation named in the foregoing instrument, and that they severally acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 15, 1982
Rented by Chisholm Insurance Associates, Inc.

Recorded and Verified
in Official Records of
COLLIER COUNTY, FLORIDA
WILLIAM J. REAGAN, CLERK
By MARY FINLAY, D.C.