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LOBECK & HANSON

CONDOMINIUM
COOPERATIVE AND
HOMEOWNERS
ASSOCIATIONS

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PERSONAL INJURY
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LAND USE LAW
TRUSTS AND ESTATES

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January 17, 2022

* FLA. BOARD CERTIFIED SPECIALIST IN CONDOMINIUM
AND PLANNED DEVELOPMENT LAW

174 Golden Gate Association, Inc.
c/o Melissa Johnson, CMCA
174 Golden Gate Point
Sarasota, FL 34236

Transmitted by Email to 174ggp@gmail.com and by Mail

Re: Certificate of Amendment

Dear Melissa:

Enclosed is a copy of the recorded Certificate of Amendment to the Declaration of Condominium, Bylaws and Articles of Incorporation which has been recorded at Official Records Instrument **#2022005007** of the Public Records of Sarasota County, Florida. I will retain the original recorded Certificate of Amendment and attached exhibit in the Association file unless directed otherwise.

If you or another Association representative have a question or comment concerning this or any other matter, please let me know.

Sincerely,



Leah E. Ellington

LEE/kk
Enclosure

Prepared by and Return to:
Leah E. Ellington, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
(941) 951-1469 (Facsimile)



CERTIFICATE OF AMENDMENT

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

HARBOR HOUSE, A CONDOMINIUM

**AMENDED AND RESTATED ARTICLES OF INCORPORATION AND AMENDED
AND RESTATED BYLAWS**

174 GOLDEN GATE ASSOCIATION, INC.

We hereby certify that the attached Amended and Restated Declaration of Condominium for Harbor House, A Condominium (which Declaration was originally recorded at Official Records Book 707, Page 295 et seq. of the Public Records of Sarasota County, Florida), Amended and Restated Articles of Incorporation and Bylaws (which Bylaws and Articles of Incorporation were recorded as exhibits to the originally recorded Declaration of Condominium) were approved and adopted at a Special Meeting of the Association Membership held on November 18, 2021, by the affirmative vote of not less than fifty-one percent (51%) of the voting interests of the Association, after receiving approval by not less than fifty-one percent (51%) of the entire membership of the Board of Directors, which is sufficient for adoption under Section 6.1 of the Declaration of Condominium, Article 8 of the Association Bylaws, and Section 10.1 of the Articles of Incorporation.

DATED this 2nd day of December, 2021.

Signed, sealed and delivered
in the presence of:

Sign: Tina M Weisenseel

Print: Tina M Weisenseel

Sign: John A Weisenseel

Print: John A. Weisenseel

174 GOLDEN GATE POINT ASSOCIATION,
INC.

By: Rita Hart
Rita Hart, President

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

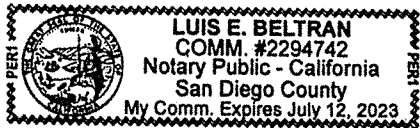
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego }

On 12-02-2021 before me, Luis E. Beltran Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rita Hunt
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Luis E. Beltran
Signature of Notary Public

Place Notary Seal and/or Stamp Above

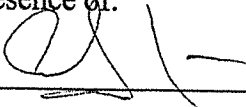
OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document


Description of Attached Document
Title or Type of Document: Certificate of Amendment
Document Date: 12-02-21 Number of Pages: 1
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: Rita Hunt Signer's Name: _____
 Corporate Officer - Title(s): _____ Corporate Officer - Title(s): _____
 Partner - Limited General Partner - Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: President Other: _____
Signer is Representing: Self Signer is Representing: _____

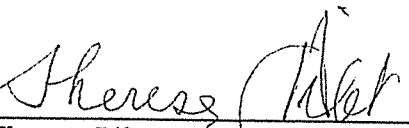
Signed, sealed and delivered
in the presence of:

Sign: 

Print: CARL D MAIN

Sign: 

Print: MARCO LOPEZ

Attest: 
Theresa Pilot, Secretary

(Corporate Seal)

Signed, sealed and delivered
in the presence of:

Sign: _____

Attest: _____

Theresa Pilot, Secretary

Print: _____

Sign: _____

Print: _____

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Rita Hart as President of 174 Golden Gate Point Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Sign _____

Print _____

State of Florida at Large (Seal)

My Commission expires:

STATE OF FLORIDA
COUNTY OF ~~SARASOTA~~ Pinellas

The foregoing instrument was acknowledged before me this 7th day of JANUARY ⁽²⁰²²⁾ 2022, by Theresa Pilot as Secretary of 174 Golden Gate Point Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced FL DL as identification.

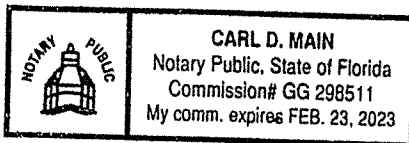
NOTARY PUBLIC

Sign _____

Print _____

State of Florida at Large (Seal)

My Commission expires:



Prepared by and return to:
Leah E. Ellington, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
(941) 951-1469 (Facsimile)

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
HARBOR HOUSE, A CONDOMINIUM

ARTICLE 1.
DEDICATION

1.1 PROPERTY BOUND. That certain property in the County of Sarasota, State of Florida, which property is more particularly described in Exhibit "A" attached hereto, has been submitted to Condominium ownership pursuant to Chapter 718, Florida Statutes, as amended from time to time (herein "the Condominium Act"). The Condominium shall be known and identified as HARBOR HOUSE, a Condominium (herein "the Condominium"). The original Declaration of Condominium was recorded at Official Records Book 707, Page 295 et seq. of the Public Records of Sarasota County, Florida.

The address of the Condominium is 174 Golden Gate Point, Sarasota, Florida.

The property is more particularly described as follows:

Lot 9, the North 1/2 of Lot 10, and the N 25 ft. of the S 1/2 of Lot 10, Block "A" Golden Gate Point, as per plat thereof, recorded in Plat Book 1, Page 135, Public Records of Sarasota County, Florida.

1.2 COVENANTS RUNNING WITH THE LAND. All the restrictions, reservations, covenants, conditions, easements, and limitations of record contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall run perpetually unless terminated as provided herein, and shall be binding upon all owners, their successors and assignees. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, the Articles of Incorporation and the Bylaws of the Association. Both the benefits provided and the burdens imposed shall run with each Unit and the interests in the Common Elements.

**ARTICLE 2.
DEFINITIONS**

For all purposes, the terms used in this Declaration of Condominium, the Articles of Incorporation, and the Association Bylaws shall have the meanings stated in the Condominium Act (Section 718.103, Florida Statutes) and as set forth below, unless the context otherwise requires. Also, throughout this Declaration of Condominium, the Articles of Incorporation and the Association Bylaws, whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders. Where terms are not defined in the Condominium Act or the Condominium Documents, they shall be defined by the Association's Board of Directors, which may provide any reasonable definition of the term or may adopt any dictionary definition.

2.1 "ARTICLES OF INCORPORATION" means the Articles of Incorporation of the Association, which are attached hereto as Exhibit "B."

2.2 "ASSESSMENT" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against any Owner.

2.3 "ASSOCIATION" means 174 Golden Gate Point Association, Inc., and its successors.

2.4 "BOARD OF DIRECTORS" means the Board of Directors of the Association.

2.5 "BYLAWS" means the Bylaws of the Association, which are attached hereto as Exhibit "C."

2.6 "COMMON ELEMENTS" shall include the tangible personal property required for the maintenance and operation of the Condominium even though owned by the Association, as well as the items stated in the Condominium Act. References to "Common Elements" include "Limited Common Elements" unless the context otherwise requires.

2.7 "COMMON EXPENSES" means all expenses properly incurred by the Association in the performance of its duties, including expenses specified in Section 718.115 of the Florida Statutes, as amended from time to time, and include, but are not limited to:

A. Expenses of administration; expenses of maintenance, operation, repair or replacement of the Common Elements and of the portions of Units to be maintained by the Association.

B. The expenses declared Common Expenses by provisions of this Declaration or the Bylaws.

C. Any valid charge against the Condominium Property as a whole.

D. Charges for Utility Services except such services as are metered separately to each Unit.

2.8 "CONDOMINIUM" means all the Condominium Property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

2.9 "CONDOMINIUM DOCUMENTS" means this Declaration and its Exhibits, and the Association Rules and Regulations, as amended from time to time.

2.10 "DECLARATION" means this Declaration of Condominium, as amended from time to time.

2.11 "LIMITED COMMON ELEMENTS" means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.

2.12 "MEMBER" means and refers to any person who is a Unit Owner.

2.13 "UNIT" means a Unit as defined by the Condominium Act and includes a "Porch, Balcony or Terrace" appurtenant to a Unit.

2.14 "UNIT OWNER" or "OWNER" means Unit Owner as defined by the Condominium Act.

2.15 "UTILITY SERVICES" as used in the Condominium Act and as construed with reference to this Condominium, and as used in this Declaration and the Bylaws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning and garbage and sewage disposal.

ARTICLE 3. DEVELOPMENT PLAN

3.1 SURVEY AND FLOOR PLAN. A survey of the land subject to this Condominium and a graphic description of the improvements, and a plat plan locating the improvements thereon, and a floor plan identifying each Unit and the Common Elements and the Limited Common Elements and their relative locations and approximate dimensions are attached hereto, incorporated herein and marked Exhibit "A". The Units shall be known and numbered as described in Exhibit "A".

3.2 EASEMENTS are reserved through the Condominium Property as may be required for Utility Services in order to serve the Condominium adequately; provided, however, such easements through a Unit shall be only according to the plans and specifications for the building, or as shall prove necessary as the building is constructed, unless approved in writing by the Unit Owner.

3.3 IMPROVEMENTS - GENERAL DESCRIPTION.

A. **CONDOMINIUM BUILDING.** The Condominium includes a Condominium Building (the "Building") consisting of the ground floor and four (4) additional floors, making a total of five (5) floors. The Building contains thirteen (13) Owners' Units. The Common Elements do not include the areas designated "Porch" or "Balcony" or "Terrace", which are included as a part of the respective adjacent Units.

B. **OTHER IMPROVEMENTS.** The Condominium includes walkways, gardens and landscaping, central television signal distribution systems, garages, elevator, and other facilities located substantially as shown upon the plans, which are part of the Common Elements.

3.4 UNIT BOUNDARIES. Each Unit, which term is used in this subsection concerning boundaries, shall include that part of the Building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

A. **UPPER AND LOWER BOUNDARIES.** The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper Boundary --- the horizontal plane of the lower surfaces of the ceiling gypsum board.

(2) Lower Boundary --- the horizontal plane of the upper surfaces of the floor slab.

B. **PERIMETRICAL BOUNDARIES.** The perimetrical boundaries of the Unit shall be the unfinished interior wall line of all interior walls of a Unit extended to an intersection with the upper and lower boundaries.

3.5 COMMON ELEMENTS. Unless otherwise provided herein, the Common Elements include the land and all other parts of the Condominium not within the Units, and include all exterior walls and all conduits, ducts, plumbing and wiring contained within a Unit that service part or parts of the Condominium in addition to the Unit in which contained.

3.6 LIMITED COMMON ELEMENTS.

A. **GARAGES.** Garages assigned to respective Units are hereby declared to be Limited Common Elements reserved for the use of the particular Unit to which they are attached or assigned, as the case may be.

B. STORAGE ROOMS. Storage rooms assigned to Units 11, 22, 32, 42 and 52 are hereby declared to be Limited Common Elements reserved for the use of the particular units to which they are attached or assigned, as the case may be.

C. APPURTENANT TO UNIT 11. The space described "LAND ONLY" appurtenant to and at the Southwest corner of Unit 11 is hereby declared to be a Limited Common Element reserved for the use of Unit 11.

3.7 INGRESS AND EGRESS. Owners of Units shall have as an appurtenance thereto a perpetual easement for ingress and egress to and from their Units over stairs, terraces, balconies, and other Common Elements.

3.8 ENCROACHMENTS. All Condominium Property shall be subject to easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the Buildings or minor inaccuracies in construction, which encroachments shall be permitted to remain undisturbed and such easements shall continue until such encroachment no longer exists.

**ARTICLE 4.
PERCENTAGE OF OWNERSHIP OF THE COMMON
ELEMENTS, COMMON EXPENSES, AND COMMON SURPLUS**

The undivided share owned by each Unit in the Common Elements appurtenant to each Unit and the fraction of sharing Common Expenses and owning common surplus shall be:

UNIT NUMBERS	SHARE
All Units	1/13 each

Common Expenses shall include expenses of the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, and any other expense designated as Common Expense by this Declaration of Condominium or the Bylaws.

**ARTICLE 5.
MAINTENANCE, ALTERATIONS AND IMPROVEMENTS**

5.1 COMMON ELEMENTS. The maintenance of the Common Elements shall be the responsibility of the Association.

5.2 ALTERATIONS. There shall be no material alteration to, substantial addition to, or sale of the Common Elements or Association Property, except pursuant to a Resolution of the Board of Directors that is approved by a vote of at least ten (10) Unit Owners at a duly called meeting of the Owners. No Unit Owner shall make any alterations in the portions of the Common Elements or other Association Property which are to be maintained by the Association,

remove any portion thereof, make any additions thereto, or do any work thereon which would jeopardize the safety or soundness of the Building or impair any easement.

5.3 OBLIGATIONS OF MEMBERS. In addition to other obligations and duties heretofore set out in this Declaration, every Unit Owner shall:

A. Maintain in good condition and repair his or her Unit and all interior surfaces within or surrounding the Unit (such as the surfaces of the walls, ceilings, and floors) whether or not part of the Unit or Common Elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to the Unit.

B. Not make or cause to be made any structural addition or alteration to the Unit or to the Common Elements within the Unit without the prior written consent of the Board of Directors and all mortgagees holding a mortgage on the Unit.

C. Make no alteration, decoration, repair, replacement or change of the Common Elements or to any outside or exterior portion of the Building whether within a Unit or part of the Common Elements without the prior written consent of the Board of Directors and all mortgagees holding a mortgage on the Unit.

D. Allow the Board of Directors or the agents and employees of the Association to enter any Unit (i) for the purpose of maintenance, inspection, repair, or replacement of the improvements within one or more of the Units or the Common Elements; (ii) in a case of an emergency threatening Units or the Common Elements; or (iii) to determine compliance with this Declaration of Condominium and the Bylaws. The Owner of the Unit may be given a courtesy email in advance of the entry, but the failure of the Owner to see such email notice shall not diminish the right of entry to the Owner's Unit.

E. Except for Unit 11, when installing flooring other than in storage rooms, install a standard commercial underlayment to reduce sound transmission, in accordance with any pertinent specifications adopted by the Board of Directors from time to time.

F. Make no repairs to any plumbing, electrical wiring or air conditioning ducts within a Unit except by plumbers, electricians, or service personnel authorized to do such work by the Board of Directors, if the Board of Directors has chosen such preferred professionals. Plumbing and electrical repairs within a Unit shall be paid for and be the financial obligation of the Owners of the Unit, whereas the Association shall pay for and be responsible for the repairs to the Common Elements and electrical wiring within the Common Elements.

5.4 ENFORCEMENT OF MAINTENANCE. In the event the Owner of a Unit fails to maintain it as required above, the Association or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the Unit Owner and the Unit for the necessary sums to put the Unit in good condition and to pay its attorneys' fees in such action. The Association shall have the

right for its employees or agents to enter the Unit and do the necessary work to enforce compliance with the above provisions. The Owner of the Unit will be given a courtesy email in advance of the entry, but the failure of the Owner to see such email notice shall not diminish the right of entry to the Owner's Unit.

ARTICLE 6. ASSESSMENTS

6.1 ESTABLISHMENT. The Board of Directors shall fix and determine from time to time the sum or sums necessary and adequate to provide for the Common Expenses of the Condominium, the Common Expenses of the Association, and such other Assessments as are specifically provided for in this Declaration of Condominium, the Articles of Incorporation, the Bylaws or by law, including Special Assessments necessary to cover unanticipated expenditures which may be incurred during the fiscal year. The Common Expenses shall include, but not be limited to: (i) all expenses of the operation, maintenance, repair, replacement, and protection of the Common Elements; (ii) the expenses of operating the Association; and (iii) any other expenses properly incurred by the Association for the Condominium, including any amounts budgeted for the purpose of funding reserve accounts. Each annual Assessment shall be due in quarterly installments on the first day of each quarter of the year for which the Assessments are made, but the Board of Directors has the power to establish other collection procedures.

6.2 INTEREST AND LATE CHARGE, APPLICATION OF PAYMENTS. Assessments and installments on such Assessments not paid when due shall bear interest at the highest rate allowed by law from the date when first due until paid. The Association may also charge an administrative late fee not to exceed the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of each installment of the Assessment or special Assessment or for each delinquent installment that the payment is late. All payments upon account shall be first credited to interest, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the Assessment or special Assessment payments first due. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

6.3 LIEN FOR ASSESSMENTS. The Association shall have a lien on each Unit to secure the payment of unpaid Assessments and special Assessments which are due and which may accrue subsequent to the recording of the claim of lien in the public records, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. No such lien shall continue for a period longer than one (1) year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. Such lien shall be executed and recorded in the Public Records of Sarasota County, Florida, and perfected as provided by Section 718.116(5), Florida Statutes, as amended from time to time. A claim of lien for Assessments or special Assessments shall be foreclosed in the same manner as a mortgage on real property, and the institution of a foreclosure proceeding shall be brought in the name of the Association. The Association is also authorized to bring an action to recover a money judgment for the unpaid

Assessments or special Assessments without waiving any claim of lien. The Association's attorney is authorized to recover its reasonable attorneys' fees incurred in either action. Upon payment in full, the person making the payment is entitled to a satisfaction of lien.

6.4 LIABILITY FOR ASSESSMENTS. An Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments and/or Special Assessments which come due while he or she is the Owner. Additionally, an Owner is jointly and severally liable with the previous Owner for all unpaid Assessments and Special Assessments that came due up to the time of transfer of title of the Unit. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner.

6.5 NO WAIVER. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit for which the Assessment or Special Assessment was made.

6.6 MORTGAGEES. Nothing herein shall abridge or limit the rights or responsibilities of mortgagees of a Unit as set out in greater detail in the Florida Statutes made and provided for same.

ARTICLE 7. THE ASSOCIATION AND ITS POWERS AND RESPONSIBILITIES

7.1 AUTHORITY. The operation of the Condominium shall be vested in 174 Golden Gate Point Association, Inc., a not for profit Florida corporation. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "B." A copy of the Association Bylaws is attached hereto as Exhibit "C."

7.2 NO UNIT OWNER AUTHORITY. No Unit Owner, except as an officer of the Association, shall have any authority to act for the Association.

7.3 POWERS AND DUTIES. The powers and duties of the Association shall include those set forth in the Condominium Documents, but in addition thereto the Association shall:

A. Have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units. The Owner of the Unit may be given a courtesy email in advance of the entry, but the failure of the Owner to see such email notice shall not diminish the right of entry to the Owner's Unit.

B. Have the power to make and collect Assessments and Special Assessments and to lease, maintain, repair and replace the Common Elements.

C. Maintain accounting records according to good accounting practices, which shall be open to inspection by Owners at all reasonable times.

**ARTICLE 8.
DESTRUCTION OF IMPROVEMENTS AND INSURANCE**

8.1 OBTAIN. The Association shall obtain fire and extended coverage insurance insuring all the insurable improvements constituting or within the Condominium property for the full insurable value thereof. The premium for such coverage and all other insurance deemed desirable by the Association shall be a Common Expense assessed against the Owners of each Unit as heretofore provided.

8.2 LOSS IN UNIT. In the event a loss occurs to any improvement within any of the Units alone, without any loss occurring to any of the improvements within the Common Elements, payment under the policy shall be made to the Owners owning such Units and their mortgagees as their interest may appear, if there be mortgages on said Units, and it shall be the duty of those Owners to effect the necessary repairs to the improvements within their respective Units.

8.3 LOSS IN UNIT AND CONTIGUOUS COMMON ELEMENTS. In the event a loss occurs to any improvement within any of the Units and the contiguous Common Elements alone, or to improvements with the Common Elements alone, payment under the policy shall be made jointly to the Association and to the holders of mortgages in the Units, and the proceeds shall be expanded or disbursed as follows:

A. If the mortgagees agree, all payees shall endorse the insurance company's check to the Association, and the Association 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 interest in Units containing damaged improvements shall be subject to a special Assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within their Units.

B. In the event all mortgagees do not agree to the endorsement of the proceeds as provided in the subparagraph (A.) above, all payees shall endorse the insurance company's check to the institutional first mortgagee owning and holding the oldest recorded mortgagee encumbering any Unit, which mortgagee shall hold the insurance proceeds in escrow and the escrow agent (should there be no such institutional first mortgagee or none with legal capacity to perform such escrow, then the payees shall endorse the insurance check to the Association, as escrow agent) shall disburse funds as follows:

(1) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the common property and within the Units, and provided all institutional first mortgagees, if any, agree in writing to such application of the insurance proceeds to this purpose, the improvements shall be completely repaired and restored. In this event, the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and who shall post a performance and payment bond, and the escrow agent shall disburse the insurance proceeds and other funds held in escrow in accordance with the progress payments contained in the construction contract between the Association and the contractor, which contract shall be subject to the prior written approval of the escrow agent.

(2) In the event institutional first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction but the insurance proceeds are not sufficient to repair and replace all of the improvements within the Common Elements, and within the Units, a Membership meeting shall be held to determine whether or not to abandon the Condominium project or to levy a uniform Special Assessment against each Unit and the Owners thereof as their interests may appear, to obtain the necessary Owners' funds to repair and restore the improvements within the Common Elements and the Units. In the event the majority of the voting Members vote in favor of a Special Assessment, the Association shall immediately levy such Assessment and the funds received shall be delivered to the escrow agent and disbursed as provided above. In the event the majority of the voting Members are opposed to the special Assessment and vote for abandonment of the Condominium project, the insurance proceeds shall be disbursed in accordance with the paragraph above, and the Condominium project shall be terminated as herein provided.

8.4 LOSS IN COMMON ELEMENTS; INADEQUATE INSURANCE PROCEEDS.

If there has been loss or damage to the Common Elements and the insurance proceeds available are inadequate to repair and reconstruct the same and all of the Units, and if the majority of the voting Members vote against levying the Special Assessment referred to above and vote to abandon the Condominium project, the same shall be abandoned in accordance with Article 15 of this Declaration. As evidence of the Owners' resolution to abandon, the President and Secretary of the Association shall effect and place in the public records of the county an affidavit stating that such resolution was properly passed, to which a copy of the consent of the Owners and holders of all liens shall be affixed.

8.5 ADDITIONAL INSURANCE. In addition to other insurance coverage specifically mentioned herein and otherwise required by law, the Association shall obtain insurance which shall cover risks of all types affecting the Common Elements and improvements within Units which shall insure loss to contents within Units to the extent of \$3,000.00 per Unit. Liability insurance, in an amount to be determined by the Board of Directors, shall also be obtained on the Common Elements.

8.6 ASSOCIATION AS AGENT. Under all circumstances, the Association hereby has the authority to act as the agent of all Owners for the purpose of compromising or settling insurance claims for damages to improvements within Units or Common Elements.

**ARTICLE 9.
EQUITABLE RELIEF**

In the event of substantial damage to or destruction of all or a substantial part of the Condominium Property, and in the event such property is not repaired, reconstructed or rebuilt within a reasonable period of time, any Owner shall have the right to petition a court of competent jurisdiction for equitable relief, which may, but need not necessarily include, a termination of the Condominium and a partition.

**ARTICLE 10.
USE RESTRICTIONS**

The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists, and the Building, in useful condition, exists upon the land. In addition to other obligations and duties heretofore set out in this Declaration, every Owner shall:

10.1 PAY. Promptly pay the Assessments and Special Assessments levied by the Association.

10.2 MAINTAIN. Maintain in good condition and repair and in a clean and sanitary manner the Unit and all interior surfaces within or surrounding the Unit (such as the surfaces of the walls, ceilings, and floors) whether or not part of the Unit or Common Elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to the Unit.

10.3 SINGLE-FAMILY RESIDENCE. Not use or permit the use of a Unit for any purpose other than as a single-family residence.

10.4 ADDITION OR ALTERATION. Not make or cause to be made any structural addition or alteration to his or her Unit or to the Common Elements within the Unit without prior written consent of the Board of Directors and all mortgagees holding a mortgage on the Unit.

10.5 NUISANCE. Not permit or suffer anything to be done or kept in a Unit which will increase the insurance rates on the Unit or the Common Elements or which will obstruct or interfere with the rights of other Members or annoy them by unreasonable noises, odors, or otherwise; nor shall a Member commit or permit any nuisance, immoral or illegal act in a Unit or on the Common Elements.

10.6 RULES AND REGULATIONS. Conform to and abide by the Bylaws and Rules and Regulations in regard to the use of the Unit and Common Elements which may be adopted in writing from time to time by the Board of Directors, and to see that all persons using the Owner's Unit, by, through or under said Owner do likewise.

10.7 ALTERATION. Make no alteration, decoration, repair, replacement or change of the Common Elements or to any outside or exterior portion of the Building whether within a Unit or part of the Common Elements without prior written consent of the Board of Directors and all mortgagees holding a mortgage on the Owner's Unit.

10.8 ALLOW ACCESS. Allow the Board of Directors or the agents and employees of the Association to enter any Unit for the purpose of maintenance, inspection, repair, or replacement of the improvements within Units or the Common Elements, or in case of emergency threatening the Unit, other Units, or the Common Elements or to determine compliance with this Declaration of Condominium, the Bylaws, or the Rules and Regulations. The Owner of the Unit may be given a courtesy email in advance of the entry, but the failure of the Owner to see such email notice shall not diminish the right of entry to the Owner's Unit.

10.9 GARAGES. Not use Condominium garages for any other purpose except the protection of passenger vehicles. Nothing except passenger vehicles may be kept, placed, or stored in Condominium garages, nor may any closets or shelves be built or maintained in any garage, other than those forming the basic Condominium structure.

10.10 SIGNS. Show no sign, advertisement or notice of any type on the Common Elements or a Unit and erect no exterior antennas and aerials except as provided by uniform Rules and Regulations promulgated by the Board of Directors or as required to be allowed by law.

10.11 LIMITATION ON LEASING AFTER PURCHASE. A Unit acquired after the effective date of this Declaration shall not be leased for a period of twelve (12) months following the acquisition of the Unit (as is established by the date of recordation of a deed or other instrument of conveyance) unless an already existing lease is in force at the time of transfer. A Unit acquired by the Association by foreclosure of a lien for delinquent Assessments or by a deed in lieu of such foreclosure is excluded from this restriction. Notwithstanding the foregoing, a Unit may be leased immediately when acquired through inheritance.

ARTICLE 11 SALE, RENTAL, LEASE OR TRANSFER

11.1 TRANSFERS SUBJECT TO APPROVAL. Prior to the sale, rental, lease or transfer of a Unit to any person other than the transferor's spouse, the Unit Owner shall notify the Board of Directors, in writing, of the name and address of the party of whom the proposed sale, rental, lease, or transfer is to be made (the "Acquirer"), and such other information as may be required by the Board of Directors, including a telephone call by two (2) Directors with the

Acquirer. Within ten (10) days of receipt of such information, the Board of Directors shall either approve or disapprove of the proposed sale, rental, lease or transfer, in writing, and shall notify the Unit Owner of its decision.

11.2 MORTGAGEES. Institutional mortgagees acquiring title to any Unit, either by foreclosure or voluntary conveyance to avoid foreclosure, shall be exempt, on resale, from the provisions of Section 11.1.

11.3 PROHIBITED TRANSACTIONS. Notwithstanding anything to the contrary in this Declaration of Condominium or the Bylaws, at no time shall the Board of Directors approve a conveyance resulting in more than one (1) Unit being owned by an Owner or any family member of such Owner. Further, each Owner must be a natural person and may not be a corporation, partnership, or any entity other than a natural person. These limitations shall not apply to Units owned by or conveyed to the Association.

11.4 SCREENING AND APPLICATION FEES. The Association shall impose a fee not to exceed one hundred and fifty/100 dollars (\$150.00) per applicant or as permitted by law with the giving of notice of intention to sell, transfer, rent, or lease a Unit. Said fee shall be paid each time such a transaction occurs except in the instance of an extension of a lease period. Said screening and application fee is to be set by the Board of Directors and in compliance with applicable law.

ARTICLE 12. AMENDMENTS OF DECLARATION; RULES AND REGULATIONS

Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the manner hereinafter set forth.

12.1 AMENDMENT. Notice of the subject matter and text of a proposed amendment shall be included in or with the notice of the Members' meeting at which the proposed amendment will be considered. This Declaration of Condominium may be amended by the affirmative vote of at least seven (7) Owners.

12.2 EXECUTION AND RECORDING. All amendments to this Declaration of Condominium shall be evidenced by a certificate executed with the formalities of a deed which shall include the recording information identifying this Declaration of Condominium. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

12.3 RULES AND REGULATIONS. The Board of Directors shall have the right to adopt uniform Rules and Regulations, including, but not limited to, in connection with the sale and rental of the Units, and including, but not limited to, Rules and Regulations pertaining to the following: minimum and maximum periods of leases; requiring an investigation fee of any lessee; requiring all leases to be in writing and subject to the Condominium Documents;

prohibiting a sale of a Unit where the sale is proposed to be made to a person acquiring the Unit for rental purposes; requiring an application to be made by the proposed purchaser or lessee; prohibiting a sale to a corporation or anyone other than a natural person; prohibiting pets other than those permitted in Rules and Regulations regarding allowed pets and procedures regarding same; relative to boat dockage; restrictions against parking or storing of commercial vehicles, and trailers of all types; and excluding all vehicles except ordinary passenger cars or station wagons in the garages or on the parking spaces on the Common Elements.

ARTICLE 13. BYLAWS

The operation of this Condominium shall be governed by the Bylaws. The Bylaws may be amended as provided in the Bylaws.

ARTICLE 14. REMEDIES FOR VIOLATIONS

14.1 NEGLIGENCE. An Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his or her act, neglect or carelessness, or by that of any member of his or her family, or his or her guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

14.2 COMPLIANCE AND DEFAULT. Each Owner shall be governed by and shall comply with the terms of this Declaration of Condominium, the Articles of Incorporation, the Bylaws, and the Rules and Regulations adopted by the Board of Directors, as amended from time to time. Failure of an Owner to comply therewith shall entitle the Association or any Owners to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

14.3 COSTS AND ATTORNEYS' FEES. In any proceeding arising out of an alleged failure of an Owner to comply with the requirements of the Condominium Act, this Declaration of Condominium, the Exhibits attached hereto, or the Rules and Regulations, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and the Association, if it shall prevail, shall further be entitled to recover such reasonable attorneys' fees as may be awarded by the Court or arbitrator, including those incurred in appellate proceedings.

14.4 NO WAIVER OF RIGHTS. The failure of the Association or any Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration of Condominium, the Articles of Incorporation, the Bylaws, or the Rules and Regulations, shall not constitute a waiver of the right to do so thereafter.

14.5 AUTHORITY TO LEVY FINES. In addition to other remedies provided to the Association for enforcement of the Condominium Act, this Declaration of Condominium, the

Articles of Incorporation, the Bylaws, and the Rules and Regulations, the Association may also levy a fine against any Owner for failure of the Owner or of a tenant, occupant, licensee or invitee to comply with the Condominium Act, this Declaration of Condominium, the Articles of Incorporation, the Bylaws, or the Rules and Regulations, in accordance with Section 718.303(3) of the Florida Statutes, as amended from time to time.

**ARTICLE 15.
TERMINATION OF CONDOMINIUM**

If all Unit Owners and the holders of all liens affecting any of the Units or the Condominium Property execute and duly record an instrument terminating the Condominium Property, said property shall be deemed to be thereafter owned in common by the Unit Owners. The undivided interest in the property owned in common by each Unit Owner shall then become the percentage of the undivided interest previously owned by such Owner in the Common Elements.

**ARTICLE 16.
LIMITATION OF LIABILITY**

16.1 The liability of the Owner of a Unit for Common Expenses shall be limited to the amounts for which he or she is assessed from time to time in accordance with this Declaration of Condominium.

16.2 The Owner of a Unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the Common Elements. A Unit Owner shall be liable for injuries or damages resulting from an accident in his or her own Unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

**ARTICLE 17.
LIENS**

17.1 Subsequent to recording this Declaration of Condominium no liens of any nature shall thereafter arise or be created against the Condominium Property as a whole except with the unanimous consent of the Unit Owners. During such period liens may arise or be created only against the several Condominium parcels.

17.2 Labor performed or materials furnished to a Unit shall not be the basis for the filing of a lien pursuant to the mechanics' lien law against the Unit or Condominium parcel of any Unit Owner not expressly consenting to or requesting the same. No labor performed or materials furnished to the Common Elements shall be the basis for a lien thereon, but if duly authorized by the Association such labor or materials shall be deemed to be performed or furnished with the express consent of each Unit Owner and shall be the basis for the filing of a lien against all Condominium parcels in the proportions for which the Owners thereof are liable for Common Expenses.

17.3 In the event a lien against two (2) or more Condominium parcels becomes effective each owner thereof may relieve his Condominium parcel of the lien by payment of the proportionate amount attributable to his Condominium parcel. Upon such payment, it shall be the duty of the lienor to release the lien of record for such Condominium parcel.

**ARTICLE 18.
MEMBERSHIP IN ASSOCIATION**

18.1 All Unit Owners shall automatically be Members of the Association and said membership shall terminate when they no longer own said Units.

18.2 Owners of each Unit shall collectively be entitled to one (1) vote in accordance with the voting privileges set forth in the Bylaws.

**ARTICLE 19.
MISCELLANEOUS**

19.1 **SEVERABILITY.** The invalidity or unenforceability in whole or in part of any restriction or any article, section, subsection, sentence, clause, phrase or word or other provision of this Declaration of Condominium, or any Exhibit attached thereto, shall not affect the remaining portions hereof.

19.2 **APPLICABLE STATUTES.** The validity, application and construction of this Declaration of Condominium and its exhibits shall be governed by the laws of Florida, particularly the Condominium Act, as amended from time to time.

19.3 **BINDING EFFECT.** All provisions of this Declaration of Condominium shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until the Declaration of Condominium is duly revoked.

19.4 **CONFLICTS.** If there is a conflict between any provision of this Declaration of Condominium and the Condominium Act, the Condominium Act shall control. In the event of any conflict, the Condominium Documents shall take priority in the following order: this Declaration of Condominium, the Articles of Incorporation, the Bylaws, and then the Rules and Regulations, all as amended from time to time.

19.5 **HEADINGS AND CAPITALIZATION.** The headings of paragraphs or sections herein, and the capitalization of certain words, are for convenience purposes only, and shall not be used to alter or interpret the provisions herein.

19.6 INTERPRETATION. The provisions of this Declaration of Condominium shall be liberally construed to affect the purpose of creating a uniform plan for the operation of a Condominium in accordance with the laws made and providing for the same.

273001

HARBOR HOUSE

A CONDOMINIUM

LEGAL DESCRIPTION

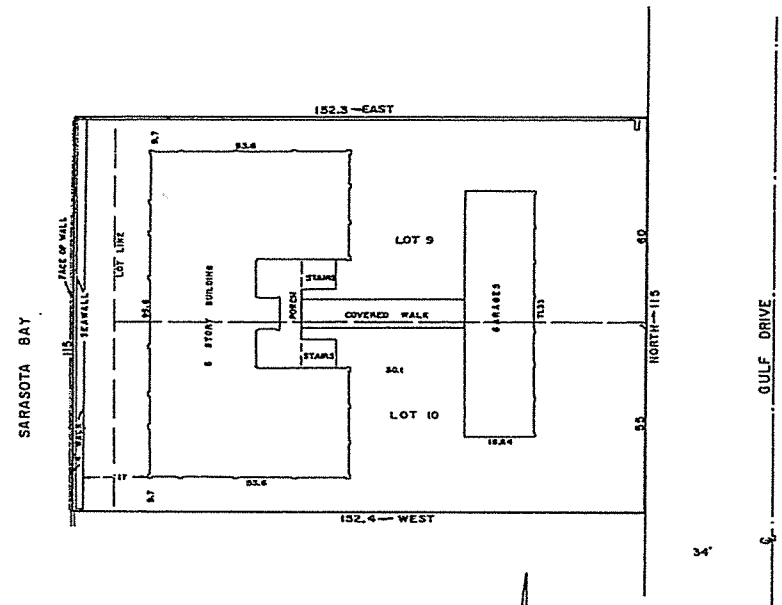
LOT 9, & NORTH 55' LOT 10, BLK. "A", GOLDEN GATE POINT, RECORDED IN PLAT BOOK 1, PAGE 135, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA ALSO ANY LANDS ON SEAWARD SIDE THEREOF TO SARASOTA BAY

DATE OF SURVEY
NOVEMBER 1967

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A TRUE REPRESENTATION OF THE LAND DESCRIBED AND SHOWN HEREON, AND IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS SHOWN, AND THAT IT CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATIONS, DIMENSIONS, AND SIZES OF THE COMMON ELEMENTS AND OF EACH UNIT CONTAINED THEREIN.

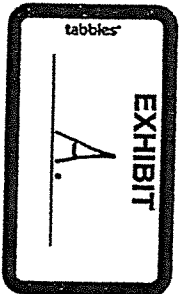
J. Lewis Cobia
J. LEWIS COBIA
FLA. LICENSE NO. 703



SCALE
1" = 20'

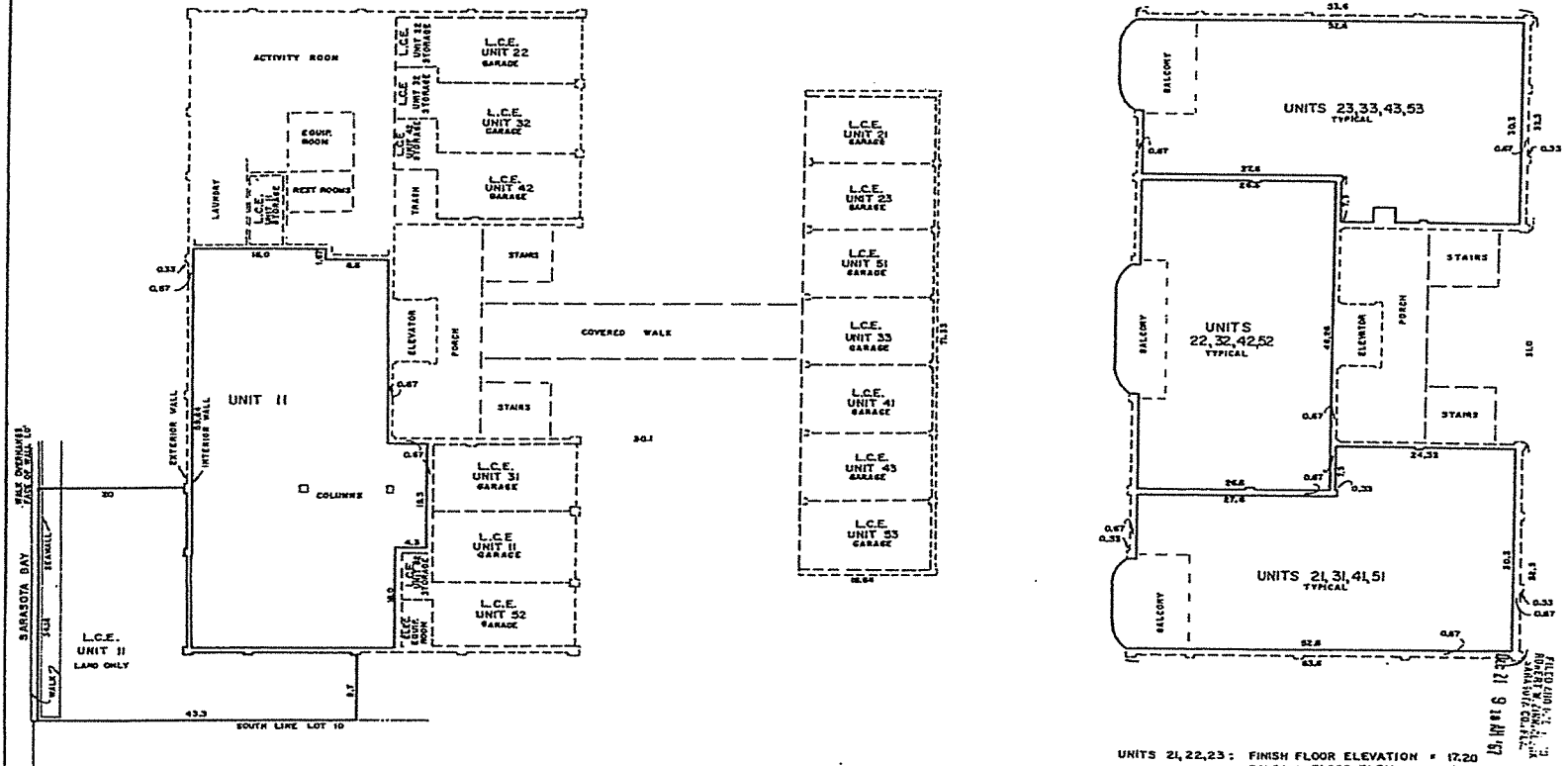
COBIA & HEBB
PROFESSIONAL LAND SURVEYORS

EXHIBIT "A"



HARBOR HOUSE

A CONDOMINIUM



UNIT II: FINISH FLOOR ELEVATION = 7.30
 CEILING ELEVATION = 15.35

SCALE: 1" = 10'

ELEVATIONS BASED ON: U.S.C.&G. DATUM
 M.S.L. = 0.00

L.C.E. = LIMITED COMMON ELEMENT

ALL PROPERTY NOT DESIGNATED AS UNITS
 OR LIMITED COMMON ELEMENTS SHALL BE
 PART OF THE COMMON ELEMENT

- UNITS 21, 22, 23: FINISH FLOOR ELEVATION = 17.20
 BALCONY FLOOR ELEV. = 17.07
 CEILING ELEVATION = 25.27
- UNITS 31, 32, 33: FINISH FLOOR ELEVATION = 27.00
 BALCONY FLOOR ELEV. = 27.00
 CEILING ELEVATION = 35.15
- UNITS 41, 42, 43: FINISH FLOOR ELEVATION = 36.98
 BALCONY FLOOR ELEV. = 36.85
 CEILING ELEVATION = 45.03
- UNITS 51, 52, 53: FINISH FLOOR ELEVATION = 46.87
 BALCONY FLOOR ELEV. = 46.74
 CEILING ELEVATION = 54.90

COBIA & HEBB
 PROFESSIONAL LAND SURVEYORS

Prepared by and return to:
Leah E. Ellington, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
(941) 951-1469 (Facsimile)

AMENDED AND RESTATED

**ARTICLES OF INCORPORATION
OF
174 GOLDEN GATE POINT ASSOCIATION, INC.**

*[Substantial Rewording of Articles of Incorporation. See existing
Articles of Incorporation and amendments for present text.]*

**ARTICLE 1.
NAME OF CORPORATION AND PRINCIPAL OFFICE**

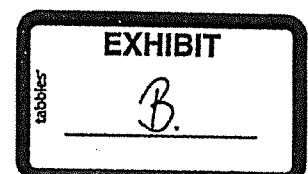
The name of the corporation is 174 GOLDEN GATE POINT ASSOCIATION, INC. (herein "the Association"). The principal office of the Association is located at 174 GOLDEN GATE POINT, SARASOTA, FL 34236. The Association Board of Directors (herein "the Board") may change the location of the principal office of the Association from time to time.

**ARTICLE 2.
PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, as amended, for the operation of HARBOR HOUSE, a Condominium (herein "the Condominium"), located in Sarasota County, Florida, and to perform all acts provided for in the Declaration of Condominium and Exhibits annexed thereto and in Chapter 718, Florida Statutes (herein "the Condominium Act"). The Association shall not be operated for profit.

**ARTICLE 3.
DEFINITIONS**

The terms used herein shall have the same definitions as stated in the Declaration of Condominium and the Condominium Act unless the context requires otherwise. If there is a dispute over the proper definition of a vague or ambiguous term which is not otherwise defined by the Declaration of Condominium or by the Condominium Act, the Board shall provide a reasonable definition of the term or may adopt any standard dictionary definition of the term.



ARTICLE 4. POWERS

4.1 GENERAL POWERS. The Association shall have all of the statutory and common law powers of a corporation not for profit and all of the powers and duties set forth in the Florida Not for Profit Corporation Act (Chapter 617, Florida Statutes), the Condominium Act, the Declaration of Condominium, these Articles of Incorporation, and the Bylaws of the Association, all as amended from time to time, except as may be limited or otherwise provided by these Articles of Incorporation or by law. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

4.2 SPECIFIC POWERS. The Association shall have the powers and duties reasonably necessary to operate the Condominium, including, but not limited to, the following:

- A. To make and collect Assessments.
- B. To use the proceeds of Assessments in the exercise of its powers and duties.
- C. To purchase insurance upon the Condominium Property.
- D. To enforce the provisions of the Condominium Act, the Declaration of Condominium, these Articles of Incorporation, the Bylaws, and the Rules and Regulations of the Association.
- E. To contract for the management of the Condominium.
- F. To employ personnel to perform the services required for proper operation of the Condominium.
- G. To make and amend the Rules and Regulations regarding the use of the property in the Condominium, including, but not limited to, the Units and Common Elements.
- H. To operate and maintain, buy, hold, mortgage, sell, convey, lease, or otherwise dispose of real and personal property of any and all types in the State of Florida.
- I. To contract debts and borrow money, issue and sell or pledge bonds, debentures, notes and other evidence of indebtedness and execute such mortgages, transfers of corporate property or other instruments to secure the payment of corporate indebtedness as required.

**ARTICLE 5.
MEMBERS AND VOTING RIGHTS**

5.1 MEMBERSHIP AND VOTING RIGHTS. The Members of the Association shall consist of all of the record Owners of Units in the Condominium. The Owner of each Unit shall be entitled to one (1) vote for each Unit owned.

5.2 CHANGE OF MEMBERSHIP. After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by the recording in the Public Records of Sarasota County, Florida, a deed or other instrument establishing a change of record title to a Unit in the Condominium and the delivery to the Association of a copy of such recorded instrument. The Board of Directors may, in its sole discretion, require a certified copy of a deed or other instrument to be provided to it. The Owner designated by such instrument thereby becomes a Member of the Association and the membership of the prior Owner is terminated simultaneously.

**ARTICLE 6.
INCOME DISTRIBUTION**

The Association shall make no distributions of income to its Members, Directors, or Officers. The Association shall not have or issue shares of stock. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Member's Unit.

**ARTICLE 7.
TERM**

The term for which this Corporation shall exist shall be perpetual, unless dissolved according to law.

**ARTICLE 8.
BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board consisting of the number of Directors determined by the Bylaws. Directors of the Association shall be elected at the annual meeting of the Members, in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

**ARTICLE 9.
BYLAWS**

The Bylaws of the Association may be amended as provided in the Bylaws.

ARTICLE 10. AMENDMENTS

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

10.1 NOTICE. The text of a proposed amendment shall be included in or with the notice of any meeting at which a proposed amendment is to be considered.

10.2 PROPOSAL AND ADOPTION. A resolution for the adoption of a proposed amendment may be proposed either by the Board or by the Members of the Association. Except as elsewhere provided, approval of an amendment must be by the vote of not less than nine (9) of the Members of the Association.

ARTICLE 11. INDEMNIFICATION

11.1 INDEMNIFICATION. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a Director, officer or committee Member of the Association, against expenses (including reasonable attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceedings, unless: (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that the person did not act in good faith, nor in a manner reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, that the person had reasonable cause to believe the conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct was unlawful. It is the intent of the Members of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, Directors, and committee Members as permitted by Florida law.

11.2 EXPENSES. To the extent that a Director, officer, or committee Member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Article 11.1 above, or in defense of any claim, issue or matter therein, the person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred in connection therewith.

11.3 ADVANCES. Expenses incurred in defending a civil or criminal action, suit or administrative proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceedings upon receipt of an undertaking by or on behalf of the affected Director, officer, or committee Member to repay such amount unless it shall ultimately be determined that the person is not entitled to be indemnified by the Association as authorized in this Article 11, or as otherwise permitted by law.

11.4 MISCELLANEOUS. The indemnification provided by this Article 11 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any law, agreement, or otherwise, and shall continue as to a person who has ceased to be a Director, officer, employee, or agent and shall inure to the benefit of the heirs and personal representatives of such person.

11.5 INSURANCE. The Association shall have the power to purchase and maintain insurance with reasonable deductibles on behalf of any person who is or was a Director, officer, or committee Member against any liability asserted against the person and incurred in any such capacity, or arising out of the person's status as such, whether or not the Association would have the power to indemnify the person against such liability under the provisions of this Article. Notwithstanding anything in this Article 11 to the contrary, the provisions herein provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient.

**ARTICLE 12.
REGISTERED OFFICE AND REGISTERED AGENT**

The registered office of the Association shall be 174 GOLDEN GATE POINT, SARASOTA, FL 34236, and the registered agent at such address will be the President of the Association. The Board may change the registered agent and office from time to time as permitted by law. As of the date this document was filed, the President was Robert G. Hoban.

Prepared by and Return to:
Leah E. Ellington, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
(941) 951-1469 (Facsimile)

AMENDED AND RESTATED
BYLAWS
OF
174 GOLDEN GATE POINT ASSOCIATION, INC.

ARTICLE 1.
NAME

These are the Bylaws of 174 GOLDEN GATE POINT ASSOCIATION, INC. (herein "the Association"), a corporation not for profit under the laws of the State of Florida, organized for the purpose of administering HARBOR HOUSE, a Condominium (herein "the Condominium") located in Sarasota County, Florida.

The Condominium is located upon the following lands in Sarasota County, Florida:

Lot 9 and north 55 feet of Lot 10, Block "A", Golden Gate Point, recorded in Plat Book 1, Page 135, Public Records of Sarasota County, Florida. ALSO, any lands on seaward side thereof, to Sarasota Bay.

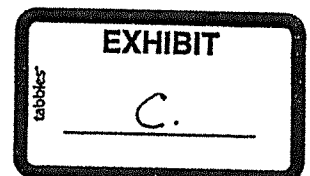
1.1 PRINCIPAL OFFICE. The principal office of the Association shall be located at 174 Golden Gate Point, Sarasota, Florida 34236. The Association's Board of Directors (herein "the Board") may change the location of the principal office of the Association from time to time.

1.2 CORPORATE SEAL. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit" and the year of incorporation. Alternatively, the words "Corporate Seal" or "Seal" may serve as the seal of the Association. In no event shall a seal be required to validate corporate actions unless specifically required by law.

ARTICLE 2.
DEFINITIONS

The terms used herein shall have the definitions stated herein or in the Declaration of Condominium and the Florida Condominium Act (Chapter 718, Florida Statutes), unless the context requires otherwise. If there is a dispute over the proper definition of a vague or ambiguous term which is not otherwise defined herein or by the Declaration of Condominium or

Amended and Restated
Bylaws of
174 Golden Gate Point Association, Inc.
Page 1 of 18



by the Condominium Act, the Board shall provide a reasonable definition of the term or may adopt any standard dictionary definition of the term.

**ARTICLE 3.
MEMBERSHIP AND VOTING PROVISIONS**

3.1 MEMBERSHIP. The Members of the Association shall consist of all of the record Owners of Units in the Condominium. Membership of an Owner shall automatically terminate when such person is no longer an Owner of a Unit in the Condominium.

3.2 VOTING RIGHTS. In any meeting of Members, the Owners of Units shall be entitled to cast one (1) vote for each Unit owned. If a Unit is owned by one (1) person, his or her right to vote shall be established by the record title to the Unit. If a Unit is owned by more than one (1) person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all the record Owners of the Unit and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by any Owner of the Unit. If such a certificate is not on file for a Unit, the vote of such Owner shall not be considered in determining the requirement for a quorum nor for any other purpose.

**ARTICLE 4.
MEMBERS' MEETINGS**

4.1 ANNUAL MEETING. The annual meeting of the Members shall be held at the office of the Association at Eleven O'clock A.M. (11:00 a.m.), Eastern Standard Time, on the third Saturday in January of each year or on another date or time in January, as determined by the Board of Directors, for the purpose of electing Directors and transacting any other business authorized to be transacted by Members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

4.2 SPECIAL MEETINGS. Special meetings of the Members shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from each of the Members.

4.3 NOTICE OF MEETING. Notice of a meeting of Members shall state the date, time, place and the purpose(s) for which the meeting is called. The notice shall include an agenda. A copy of the notice shall be conspicuously posted at the designated location on the Condominium Property not less than fourteen (14) continuous days before the membership meeting. The notice of any Members' meeting shall be sent by mail, hand-delivery or facsimile to each Owner unless the Owner waives in writing the right to receive notice of the meeting. The notice may be sent to an Owner by email if the Owner consents to such transmission. The delivery or mailing shall be to the address of the Member as it appears on the Association's official roster of Members. Each Member bears the responsibility of promptly notifying the

Association of any change of address. The posting and providing of the notice shall occur not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Proof of notice shall be given by affidavit of the person providing the notice where required by law.

4.4 WAIVER OF NOTICE. Notice of specific meetings of the Members may be waived before or after the meeting. The attendance of any Member at a meeting of the Members shall constitute such Member's waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.5 ELECTRONIC TRANSMISSION. Notice of meetings of the Board of Directors, Members' meetings (except Members' meetings to recall Directors or other meetings where electronic notice is prohibited by statute), and committee meetings may be given by electronic transmission to those Owners who consent to receive notice by electronic transmission. Also, in lieu of or in addition to the physical posting of notice of any meeting on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium Property, the notice and agenda must be broadcast at least four (4) times every hour of each day that a posted notice is otherwise required under this section. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and agenda.

4.6 QUORUM AND VOTING. A quorum at meetings of the Members shall consist of persons entitled to cast not less than a majority of the votes of the entire membership. The acts approved by a majority of the votes present (in person or by proxy) at a meeting of the Members at which a quorum is attained shall be binding upon all Members for all purposes, except where otherwise provided by law, the Declaration of Condominium, the Articles of Incorporation, or these Bylaws. Owners may take action by written agreement, without meetings, on matters for which action by written agreement without meetings is expressly allowed by these Bylaws, the Declaration of Condominium, or any statute which provides for such action.

4.7 PROXIES. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Owner executing it. A proxy must be filed in writing, signed by the person or persons authorized to cast the vote for the Unit and filed with the Secretary prior to the appointed time of the meeting, or before the time to which the meeting is adjourned. Any copy, facsimile transmission, or other reliable reproduction of the original proxy may be substituted or used in lieu of the original proxy for any purpose for which the original proxy could be used if the copy, facsimile transmission, or other reproduction is a complete reproduction of the entire proxy.

4.8 LIMITED PROXIES. Except as specifically otherwise provided in this Section 4.8, Owners may not vote by general proxy, but may vote by use of a limited proxy. Both limited proxies and general proxies may be used to establish a quorum. Limited proxies may be used for the following: votes taken to waive or reduce reserves; for votes taken to waive financial reporting requirements; for votes taken to amend the Declaration of Condominium, the Articles of Incorporation, or these Bylaws; and for any other matter for which the Condominium Act requires or permits a vote of the Owners. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive matters or changes to items for which a limited proxy is required and given. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote and ratifying the vote cast by his or her proxy. No proxies, limited or general, can be used to elect the Board. Any person who has reached his or her majority may be named a proxy holder. A person named a proxy holder need not be a Unit Owner.

4.9 ORDER OF BUSINESS. If a quorum has been attained, the order of business at annual Members' meetings, and, if applicable, at other Members' meetings, shall be:

- A. Election of a chairperson of the meeting
- B. Calling of the roll and certifying of proxies
- C. Proof of notice of meeting or waiver of notice
- D. Reading and disposal of any unapproved minutes
- E. Reports of officers
- F. Reports of committees
- G. Election of inspectors of election
- H. Election of Directors
- I. Unfinished business
- J. New business
- K. Adjournment

Such order may be waived or modified in whole or in part by direction of the President or the chairperson of the meeting.

4.10 ADJOURNED MEETINGS. The Members who are present, either in person or by proxy, may adjourn any Membership meeting from time to time as they deem appropriate. Any business that might have been transacted at the meeting as originally called may be transacted at an adjourned meeting without further notice to the Owners if the date, time and place of the meeting are announced prior to the adjournment of the meeting. If business will be transacted at the adjourned meeting that was not in the original agenda, the Association must re-notice the meeting as required by Section 4.3 hereof.

4.11 PRESIDING OFFICER. The chairperson at all Owners' meetings shall be the President. The President may, however, designate any other person to preside. In the absence of the President or the President's designee, the Members present may designate any other person to preside as chairperson of the meeting.

4.12 ONLINE VOTING. The Association may conduct elections and other Owner votes through an Internet-based online voting system if an Owner consents, in writing, to online voting and if the requirements specified in the Condominium Act regarding online voting are met.

ARTICLE 5. BOARD OF DIRECTORS

5.1 NUMBER AND TENURE. The affairs of the Association shall be managed by a Board of five (5) Directors. The term of each Director shall extend until the Director's successor is duly elected and qualified, or until the Director is removed as elsewhere provided in these Bylaws.

5.2 DIRECTOR QUALIFICATIONS. Every Director must be an Owner of a Unit.

5.3 ELECTION OF DIRECTORS. The election of Directors shall be held at the annual Membership meeting, in the manner provided by law and as follows:

A. At least sixty (60) days before a scheduled election, the Association shall mail or hand-deliver, whether by separate Association mailing or included in another Association mailing (including regularly published newsletters) to each Owner entitled to vote, a first notice of the date of the election. Any Owner desiring to be a candidate for the Board shall give written notice to the Association not less than forty (40) days before the scheduled election. If furnished to the Association by a Director candidate not less than thirty-five (35) days prior to the election, the Association shall include with the mailing of the second notice of election a one-sided candidate information sheet, not larger than eight and a half inches (8½") by eleven inches (11"). The Association is not responsible for the content of the candidate information sheet. At least fourteen (14) days before and not more than thirty-four (34) days prior to the election meeting, the Association shall mail or hand-deliver a second notice of the Membership meeting to all Owners entitled to vote, together with all timely-provided candidate information sheets and a written ballot which shall list alphabetically by surname all Director candidates who timely

provided written notice to the Association. The Association shall pay the costs of mailing and copying of the candidate information sheets.

B. Additional written ballots will be available for use by those Owners attending the meeting in person. An Owner who needs assistance in voting due to blindness, disability, or inability to read or write may obtain assistance, but no Owner shall permit another person to cast his or her ballot, and any such improperly cast ballot shall be deemed invalid.

C. If more persons are timely nominated than there are vacancies to be filled, the election shall be by secret ballot cast in the manner required by the Condominium Act. The nominees receiving the greatest number of votes cast shall be elected. Voting shall be non-cumulative. In the event of a tie vote, there shall be a runoff election as required by law. No election shall be necessary if the number of candidates is less than or equal to the number of vacancies. In such a case, the candidates shall automatically be elected and their names announced at the annual Membership meeting.

D. There shall be no quorum requirement for an election of Directors; however, at least twenty percent (20%) of the eligible voters must cast a ballot to have a valid election.

5.4 VACANCIES ON THE BOARD. If the office of any Director becomes vacant for any reason, a successor to fill the remaining unexpired term shall be appointed or elected as follows:

A. If a vacancy is caused by the death, disqualification or resignation of a Director, a majority of the remaining Directors, even though less than a quorum, may at its discretion and when convenient appoint a successor, who shall hold office for the remaining unexpired term.

B. If a vacancy occurs as a result of a recall and less than a majority of the Directors are removed, the vacancy may be filled by appointment by a majority of the remaining Directors, though less than a quorum. If vacancies occur as a result of a recall in which a majority or more of the Directors are removed, the vacancies shall be filled in accordance with procedural rules adopted by the Division of Florida Condominiums, Timeshares, and Mobile Homes, governing the method of selecting successors, and providing procedures for the operation of the Association during the period after the recall but prior to the designation of successor Directors sufficient to constitute a quorum.

5.5 REMOVAL OF DIRECTORS. Any or all Directors may be removed with or without cause by a majority of all the voting interests, either by a written petition or at a special membership meeting called for that sole purpose, in accordance with the pertinent procedures stated in the Condominium Act, as amended from time to time.

5.6 ORGANIZATIONAL MEETING. The organizational meeting of a newly-elected Board shall be held within ten (10) days of the membership meeting at which the Director

election occurred, at such date, place, and time as shall be fixed by the Board. Notice of the organizational meeting shall be posted at the designated location on the Condominium Property at least forty-eight (48) continuous hours in advance of the meeting. The outgoing President will preside as Chairperson for the meeting until the election of the new President who shall thereupon assume the duties as chairperson for the remainder of the meeting.

5.7 REGULAR MEETINGS; NOTICE. This provision and all notice requirements contained herein shall apply to any Board gathering where at least a majority of the Directors meets to discuss or consider Association business, regardless of the name or designation of the meeting, including but not limited to “workshops,” “work sessions,” or any other similarly named meetings. Regular meetings of the Board shall be held at such dates, times and places as shall be determined by the President or by a majority of the Directors. Notice of all meetings at which a quorum of Directors are in attendance shall be posted at the designated location or locations on the Condominium Property (as designated by a duly-adopted Board Resolution) at least forty-eight (48) continuous hours in advance for the attention of the Members of the Association, except in the event of an emergency in which case the notice shall be posted as soon as practicable after the need for an emergency meeting is known to the Association. All notices shall include an agenda for all known substantive matters to be discussed. Meetings at which Assessments are to be considered shall contain a statement that Assessments will be considered and the nature of such Assessments. Written notice of any Board meeting at which a Special Assessment, or at which an amendment to Rules and Regulations regarding Unit use will be considered, shall be mailed, hand-delivered or electronically transmitted to the Members not less than fourteen (14) continuous days prior to the meeting and posted at the designated location on the Condominium Property. Evidence of compliance with this fourteen (14) day notice shall be by affidavit of the person providing the notice, and filed among the official records of the Association.

5.8 SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President, and must be called by the President at the written request of three (3) of the Directors. The request shall specifically incorporate an identification of agenda items. Special meetings of the Board shall be noticed and conducted in the same manner as provided herein for regular meetings. All notices of special meetings shall state the purpose of the meeting.

5.9 NOTICE TO BOARD MEMBERS/WAIVER OF NOTICE. Notice of Board meetings shall be given to all Directors personally or by mail, telephone, or facsimile, which notice shall state the date, time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Additionally, a Director may consent in writing to receive notification by electronic transmission (e-mail). Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by such Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting was not lawfully called.

5.10 QUORUM. Except as otherwise provided in this Article, a quorum at meetings of the Board shall consist of three (3) Directors. The acts approved by a majority of Directors present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of Directors is specifically required by the Declaration of Condominium, the Articles of Incorporation, these Bylaws, or by law. Directors may not vote by proxy or by secret ballot at Board meetings, except that officers may be elected by secret ballot. At all other times, a vote or abstention for each Director present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest. Directors utilizing telephone conference calls or video conferencing may be counted toward obtaining a quorum and may vote over the telephone or via video conferencing. When a telephone conference or video conferencing is used, a speaker shall be attached so that the discussion may be heard by the Board Members and any Owners present in an open meeting.

5.11 ADJOURNED MEETINGS. The majority of those Directors present at a Board meeting may adjourn the meeting from time to time, provided notice of such newly scheduled meeting is given as required hereunder. At any newly-scheduled meeting, provided a quorum is then present, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

5.12 JOINDER IN MEETING BY APPROVAL OF MINUTES. The subsequent joinder of an absent Director in the action of a Board meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting; provided, however, the joinder of a Director as aforesaid shall not be used for the purposes of creating a quorum.

5.13 PRESIDING OFFICER. The presiding officer at Board meetings shall be the President (who may, however, designate any other person to preside). In the absence of the presiding officer, a majority of the Directors present may designate one (1) of their number to preside.

5.14 ORDER OF BUSINESS. If a quorum has been attained, the order of business at Board meetings shall be:

- A. Calling of roll;
- B. Proof of due notice of meeting;
- C. Reading and disposal of any unapproved minutes;
- D. Report of officers and committees;
- E. Election of officers;
- F. Unfinished business;

G. New business;

H. Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer of the meeting.

**ARTICLE 6.
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

6.1 POWERS AND DUTIES. All of the powers and duties of the Association existing under the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by the Members when such is specifically required. The Association shall have all of the powers and duties set forth in the Condominium Act, except as limited by the Articles of Incorporation, the Declaration of Condominium, or these Bylaws, and all of the powers and at duties reasonably necessary to operate the Condominium pursuant to the Declaration as it may be amended from time to time, including, but not limited to, the powers as set forth in the Articles of Incorporation.

6.2 RULES AND REGULATIONS. The Board has the power to adopt, amend, and rescind reasonable Rules and Regulations regarding the operation of the Association and the use of the Condominium Property, including, but not limited to, the Units.

**ARTICLE 7.
EMERGENCY BOARD POWERS**

7.1 EMERGENCY POWERS UNDER CHAPTER 617, F.S. In the event of any "emergency", as defined in Subsection 7.1 G below, the Board may exercise the emergency powers described in this Section 7.1, and any other emergency powers authorized by Sections 617.0207 and 617.0303, Florida Statutes, as amended from time to time.

A. The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers whom they assist during the period of the emergency, to accommodate the incapacity or absence of any officer of the Association.

B. The Board may relocate the principal office, or designate alternative principal offices or authorize the officers to do so.

C. During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any

practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

D. Corporate action taken in good faith during an emergency under this Article to further the ordinary affairs of the Association shall bind the Association and shall have the rebuttable presumption of being reasonable and necessary.

E. Any officer, Director, or employee of the Association acting with a reasonable belief that his or her actions are lawful in accordance with this Article 7 shall incur no liability for doing so, except in the case of willful misconduct.

F. These emergency powers shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

G. For purposes of this Section 7.1 only, an “emergency” exists only during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subject to:

- (1) a state of emergency declared by local civil or law enforcement authorities;
- (2) a hurricane watch or warning;
- (3) a partial or complete evacuation order;
- (4) federal or Florida “disaster area” status; or
- (5) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

An “emergency” also exists for purposes of this Section 7.1 during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, including, but not limited to, a hurricane, earthquake, or act of terrorism. A determination by any two (2) Directors, or by the President or by a Director and the manager that an emergency exists shall have presumptive quality.

7.2 EMERGENCY POWERS UNDER CHAPTER 718, F.S. In response to damage or injury caused by or anticipated in connection with an event for which a state of emergency is declared pursuant to Section 252.36, F.S., as amended from time to time, in Sarasota, Florida, the Board may, but is not required to, exercise the emergency powers stated in Section 718.1265, F.S., as amended from time to time, including, but not limited to, the following:

- A. The Board may cancel and reschedule any Association meeting.

B. The Board may, based upon advice of emergency management officials or public health officials or upon the advice of licensed professionals retained by or otherwise available to the Board, determine any portion of the Condominium property or Association property unavailable for entry or occupancy by Owners, family members, tenants, guests, agents, or invitees to protect the health, safety, or welfare of such persons.

Reasons for this Section 7.2 being utilized include, but are not limited to, hurricane and pandemic.

ARTICLE 8. OFFICERS

8.1 EXECUTIVE OFFICERS. The executive officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by majority vote of the Directors at any Board meeting. Any person may hold two (2) or more offices except that the President shall not be also the Secretary or an Assistant Secretary. The Board of Directors from time to time may elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

8.2 PRESIDENT. The President shall be the chief executive officer of the Association and shall have all of the powers and duties that are usually vested in the office of president of an association. The President shall preside at all Board and Membership meetings, except as otherwise provided herein, and shall sign all documents and instruments on behalf of the Association. The President shall have supervisory authority over the affairs of the Association and the other officers, and the power to appoint committees.

8.3 VICE PRESIDENT. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President, and shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the Vice President of an Association and as may be required by the Board or the President.

8.4 SECRETARY. The Secretary shall keep the minutes of all proceedings of the Board and the Members, shall attend to the giving of all notices to the Members and Directors and other notices required by law, shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed, and shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Board or the President. In the absence of the Secretary, the Assistant Secretary may perform the duties of the Secretary.

8.5 TREASURER. The Treasurer shall have custody of all funds of the Association, including money, securities and evidences of indebtedness, shall keep books of account for the

Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board for examination at reasonable times. The Treasurer shall, at the Board's option, submit a Treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of Treasurer and as may be required by the Board or the President.

8.6 DELEGATION OF FUNCTIONS. The Board may delegate any or all of the functions of the Secretary or Treasurer to a management agent, employee, accountant or other trained professional, provided that the Secretary or Treasurer shall in such instance generally supervise the performance of the agent, employee, accountant or other trained professional in the performance of such functions.

ARTICLE 9. COMMITTEES

9.1 APPOINTMENT AND REMOVAL. In addition to the authority of the President, the Board may by resolution create committees and may invest in such committees such powers and responsibilities as the Board shall deem advisable. The Board may with or without cause remove committee Members.

9.2 NOTICE. Any committee authorized to take final action on behalf of the Board, or to make recommendations to the Board regarding the Association budget, shall conduct their affairs in the same manner as provided in these Bylaws for Board meetings. All other committees may meet and conduct their affairs in private without prior notice or Owner participation.

ARTICLE 10. COMPENSATION

There shall be no compensation for officers or Directors of the Association, except for reimbursement of expenses properly incurred by such officer or Director in furtherance of Association business.

ARTICLE 11. RESIGNATIONS

Any Director, officer, or committee Member may resign his or her position at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director, officer or committee Member shall constitute an automatic resignation of such Director, officer, or committee member without need for a written resignation. Within three (3) days of resignation from his or her position, the former Director, officer, or committee Member must return all Association Property, including all Association records.

ARTICLE 12.
FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

12.1 ACCOUNTS. The receipts and expenditures of the Association shall be credited and charged to operating and reserve accounts in accordance with Florida law and generally accepted accounting principles under the following classifications as shall be appropriate, all of which expenditures shall be Common Expenses:

A. Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the Assessments for current expenses for the succeeding year.

B. Reserves for deferred maintenance and capital replacement, which shall include funds for maintenance items that occur less frequently than annually. These accounts shall include, but are not limited to, roof replacement, building painting, pavement resurfacing, and any item of deferred maintenance or capital replacement which will cost more than ten thousand dollars (\$10,000). The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost of each reserve item. The Association may adjust replacement reserve Assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. This subsection does not apply to an adopted budget in which the Members of the Association have determined, by a majority vote of those present at a duly called meeting of the Association, to provide no reserves or less reserves than required by this subsection. Any such waiver shall be effective for only one (1) annual budget, and the vote must be taken annually in order to continue to waive the requirements. If a meeting of the Owners has been called to determine to provide no reserve or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves as included in the budget shall go into effect. The funds reserved in this account shall only be used for the purposes for which they are reserved unless their use for other purposes is approved in advance by a vote of the majority of all voting interests of the Association.

C. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the Common Elements.

D. Operations, which shall include the gross revenues from the use of the Common Elements. Only the additional direct expense required by the revenue-producing operation will be charged to this account, and any surplus from such operation shall be used to

reduce the Assessments for current expense in the year following the year in which the surplus is realized. Losses from operations shall be met by special Assessments against Unit Owners, which Assessments may be made in advance in order to provide a working fund.

12.2 BUDGET. The Board shall adopt a budget of Common Expenses for the Condominium. Copies of the proposed budget, and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted, shall be mailed to or served on all Owners not less than fourteen (14) days before that meeting. The proposed budget must be detailed and must show the amounts budgeted by income and expense classifications.

A. The Board shall adopt a budget for each calendar year that shall include the estimated funds required to defray the Common Expenses and to provide and maintain funds for reserves for the Condominium. In the proposed annual budget, each reserve account shall be stated as a separate item, and the budget shall show the estimated life, estimated replacement cost, and the estimated remaining useful life for each item for which reserves are maintained. Additionally, each budget shall state separately the current balance in each reserve account as of the date the proposed budget is prepared. Reserves must be included in the proposed annual budget and shall not be waived or reduced prior to the mailing to Owners of a proposed annual budget.

B. If the Board adopts in any fiscal year an annual budget which requires Assessments against Owners which exceed one hundred fifteen percent (115%) of Assessments for the preceding fiscal year, the Board shall conduct a special Membership meeting to consider a substitute budget if the Board receives, within twenty-one (21) days after adoption of the annual budget, a written request for a special Membership meeting from at least ten percent (10%) of the Members of the Association. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board shall hand-deliver to each Owner, or mail to each Owner at the address last furnished to the Association, a notice of the special meeting. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with this notice requirement, and such affidavit shall be filed and maintained among the official records of the Association. Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of the Members of the Association. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board shall take effect as scheduled.

C. Any determination of whether the Assessments exceed one hundred fifteen percent (115%) of Assessments for the prior fiscal year shall exclude any authorized provision for reasonable reserves for maintenance, repair or replacement of the Condominium Property, anticipated expenses of the Association which the Board does not expect to be incurred on a regular or annual basis, or Assessments for betterments to the Condominium Property.

12.3 ANNUAL BUDGET ASSESSMENT. The annual Assessment, to fund the annual budget, shall be paid by the Owners in quarterly installments, due on the first day of the quarter. The Association shall provide the Owners annual notice of the amount of the payments. If an

annual budget is not adopted or notice of a budget or quarterly payments is not provided to the Owners, the preceding budget or amount of quarterly payments shall continue until such budget is adopted or such notice is provided, as applicable. If the annual Assessment proves to be insufficient, the Board may amend the budget and Assessments at any time, subject to the notice and approval requirements herein.

12.4 SPECIAL ASSESSMENTS. The Board may levy Special Assessments for expenses beyond those included in the annual budget, provided that any Special Assessment in a total amount greater than ten percent (10%) of the last year's annual budget (including reserves), for a purpose other than maintenance, repair, replacement, protection, or insurance of the Condominium Property or Association Property for which the Association is responsible, shall first be approved by the affirmative vote of not less than seven (7) Members of the Association present in person or by proxy and voting at an Association meeting duly called in whole or in part for that purpose.

12.5 DEPOSITORY. The funds of the Association shall be kept in such bank or banks, savings and loan association or other federally insured depository or depositories as shall be designated from time to time by the Board. Withdrawal of funds from such accounts shall be only by electronic transfers approved by or checks or other appropriate instruments signed by such persons as are authorized by the Board.

12.6 FINANCIAL REPORTING. Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Within twenty-one (21) days after the financial report is completed by the Association or received by the Association from a third party, the Association shall mail to each Owner at the address last furnished to the Association by the Owner, or hand-deliver to each Owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand-delivered to the Owner, without charge, upon receipt of a written request from the Owner. Financial statements (whether it be a report of cash receipts and expenditures, a compiled financial statement, a reviewed financial statement or an audited financial statement) shall be based on the Association's total annual revenues as provided in section 718.111(13), Florida Statutes. The Board may elect to provide a greater level of financial reporting than required by the Condominium Act. As provided in Section 718.111(13)(c), Florida Statutes, the Owners may vote to reduce the level of financial reporting prepared or caused to be prepared. Such a meeting and approval must occur prior to the end of the fiscal year and is effective only for the fiscal year in which such vote is taken.

12.7 FIDELITY BONDS. Fidelity bonds or insurance shall be required of all persons who control or disburse funds of the Association (i.e., those individuals authorized to sign checks and President, Secretary and Treasurer of the Association). The fidelity bonds or insurance policy must cover the maximum funds that will be in the custody of the Association or its management agent at any one (1) time. The premiums on such bonds are a Common Expense.

12.8 FISCAL YEAR. The fiscal year for the Association shall begin on the first day of January of each calendar year. The Board may adopt a resolution establishing a different fiscal

year in accordance with law and the regulations of the Internal Revenue Service.

12.9 ACCELERATION OF ASSESSMENT INSTALLMENTS UPON DEFAULT.

If an Owner shall be in default in the payment of an installment of an Assessment, the Board may accelerate the remaining installments of the Assessment upon not less than twenty (20) days' notice to the Owner, delivered by certified mail, return receipt requested, and then the total unpaid balance of the annual Assessment shall come due and payable upon the date stated in the notice. If determined in the best interest of the Association, the Board may by written notice to the Owner decelerate amounts previously accelerated.

**ARTICLE 13.
ROSTER OF OWNERS**

Each Owner shall file with the Association a copy of the recorded deed or other document showing his or her ownership of a Unit. The Association shall maintain such information and may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Each Owner shall provide and maintain with the Association the Owner's current mailing address, unit identification, voting certifications, and telephone numbers. Each Owner has the duty to promptly notify the Association of any change of address or other pertinent information. The Association shall also maintain the electronic mailing addresses of Owners who consent to receive notice by electronic transmission. Only Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their ownership interest and shall waive in writing notice of such meeting.

**ARTICLE 14.
PARLIAMENTARY RULES**

Robert's Rules of Order (latest edition) shall guide the conduct of the Association meetings when not in conflict with the Condominium Act, the Florida Not For Profit Corporation Act, pertinent case law, the Declaration of Condominium, the Articles of Incorporation, these Bylaws, or rules and regulations adopted from time to time by the Board to regulate the participation of Owners at Board, Membership, and committee meetings, and to otherwise provide for orderly corporate operations. The failure to strictly conform to these rules of order shall not invalidate an otherwise validly undertaken action.

**ARTICLE 15.
AMENDMENTS**

These Bylaws may be amended in the following manner:

15.1 NOTICE. Notice of a proposed amendment shall be included in or with the notice of any meeting at which a proposed amendment is considered and such notice shall contain the

full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be indicated by strike throughs. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and strike throughs as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language:

"Substantial rewording of Bylaw. See Bylaw _____ for present text."

15.2 ERRORS. Non-material errors and omissions in a Bylaws amendment or in the amendment process shall not invalidate an otherwise properly promulgated amendment.

15.3 PROPOSAL AND ADOPTION. A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by not less than nine (9) Owners who request a special meeting for that purpose. Members who are not present in person at the Membership meeting considering the amendment may express their approval in writing, by limited proxy, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

A. not less than a majority of the Board of Directors and by not less than nine (9) Owners at a Membership meeting, or

B. not less than ten (10) Owners at a Membership meeting.

15.4 EXECUTION AND RECORDING. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Bylaws, which certificate shall recite the Official Records Book and Page of the original recorded Declaration of Condominium and shall be executed by the appropriate officers of the Association, with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

ARTICLE 16. RULES AND REGULATIONS

The Board may promulgate reasonable rules and regulations governing the use of Units, Common Elements, Limited Common Elements, Association Property, and the operation of the Association, provided that no such Rule or Regulation shall be inconsistent with any provision in the Declaration of Condominium or these Bylaws. The Rules and Regulations will be adopted with proper notice to the Membership, as required by the Condominium Act, and need not be recorded in the Public Records of Sarasota County, Florida.

ARTICLE 17.
CONSTRUCTION AND CAPTIONS; SEVERABILITY

Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

If any of the provisions of these Bylaws shall be void or be or become unenforceable at law or in equity, the remaining provisions of these Bylaws shall, nevertheless, be and remain in full force and effect.

ARTICLE 18.
DOCUMENT CONFLICT

If any irreconcilable conflict should exist, or hereafter arise, the documents shall take precedence and prevail in the following order: (1) Declaration of Condominium; (2) Articles of Incorporation; (3) Bylaws; and (4) rules and regulations.