

Prepared by and return to:
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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**

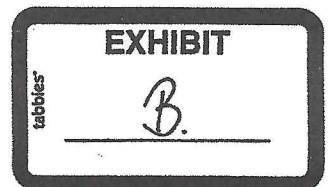
The name of the corporation is 174 GOLDEN GATE POINT ASSOCIATION, INC. (herein "the Association"). The principal office of the Association is located at 174 GOLDEN GATE POINT, SARASOTA, FL 34236. The Association Board of Directors (herein "the Board") may change the location of the principal office of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

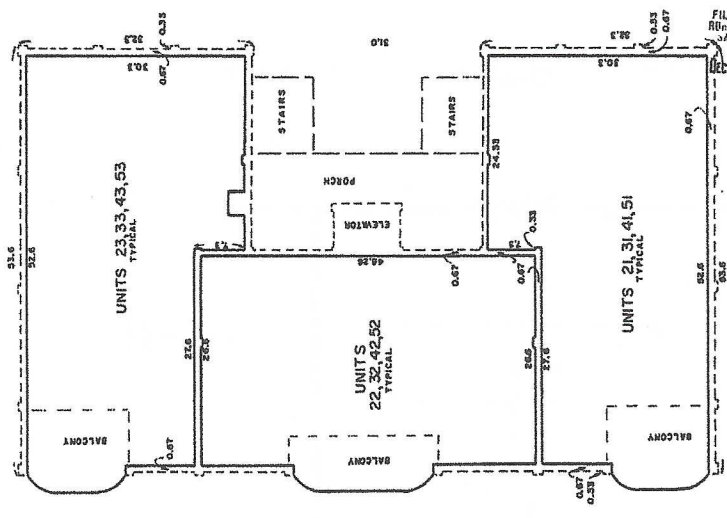
4.1 GENERAL POWERS. The Association shall have all of the statutory and common law powers of a corporation not for profit and all of the powers and duties set forth in the Florida Not for Profit Corporation Act (Chapter 617, Florida Statutes), the Condominium Act, the Declaration of Condominium, these 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.

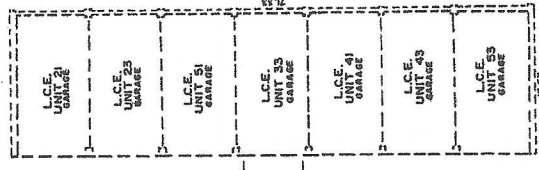
HARBOR HOUSE

A CONDOMINIUM



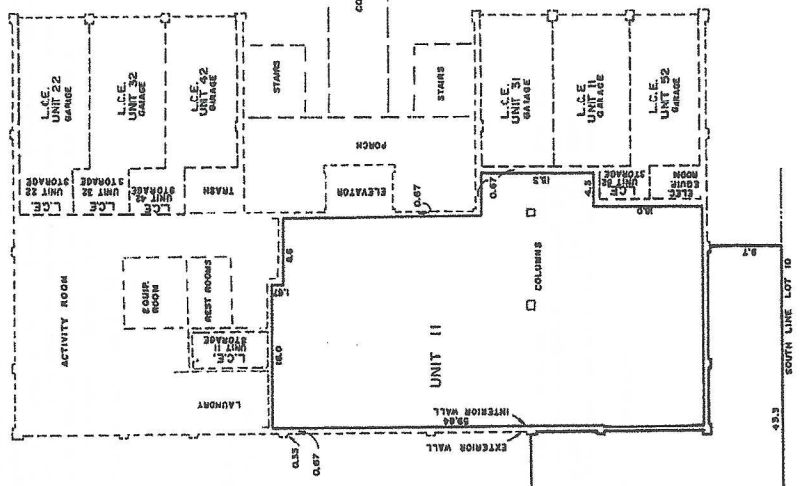
FILED AND RECORDED
 ROBERT W. ZIMM
 SARASOTA CO., FLA.
 Dec 21 9 18 AM '67

| | |
|--------------------|--------------------------------|
| UNITS 21, 22, 23 : | FINISH FLOOR ELEVATION = 17.20 |
| | BALCONY FLOOR ELEV. = 17.07 |
| | CEILING ELEVATION = 25.27 |
| UNITS 33, 35 : | FINISH FLOOR ELEVATION = 27.03 |
| | BALCONY FLOOR ELEV. = 27.00 |
| | CEILING ELEVATION = 35.15 |
| UNITS 41, 42, 43 : | FINISH FLOOR ELEVATION = 36.99 |
| | 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 |



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



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

SARASOTA BAY
 WALK OVERPASS
 WALK
 SEAWALL
 UNIT II
 LAND ONLY

COBIA & HEBB
 PROFESSIONAL LAND SURVEYORS

EXHIBIT "A"

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

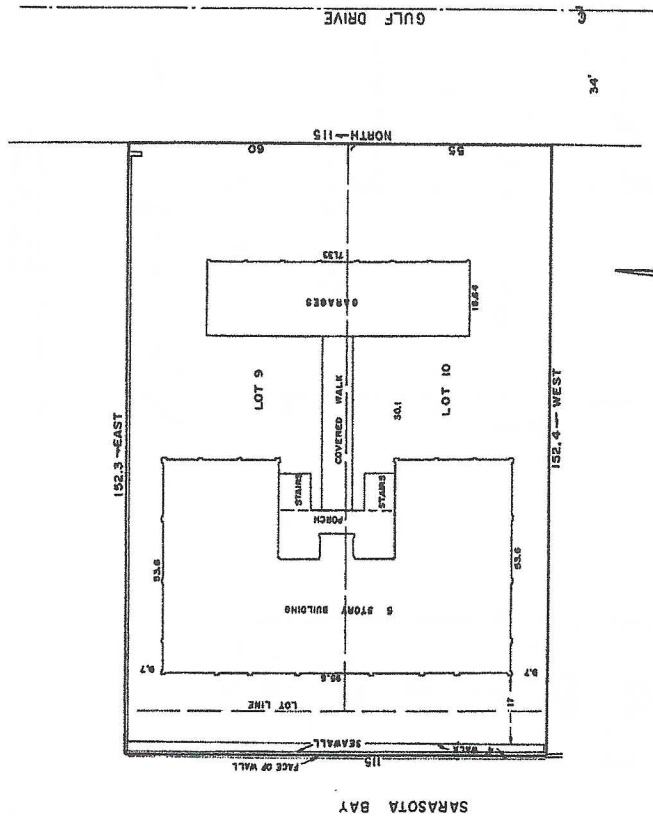
DATE OF SURVEY
NOVEMBER 1967

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"

tabbles' **EXHIBIT**
 A

**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.

