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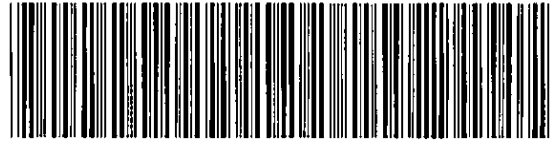
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2024 MAY -2 AM 11:35

**2024 AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
ESSEX HOUSE ASSOCIATION, INC.**

2024 MAY -2 14:11:35

**\*\*\*SUBSTANTIAL REWORDING OF ARTICLES OF INCORPORATION –  
SEE CURRENT ARTICLES OF INCORPORATION FOR PRESENT TEXT\*\*\***

These are the Amended and Restated Articles of Incorporation of Essex House Association, Inc, originally filed with the Florida Department of State on the 14<sup>th</sup> day of July 1969.

For historical reference, the name of the original incorporators, and their addresses at the time of incorporation, was Mr. and Mrs. Heskell Abed, 3468 Drummond Street, Montreal Quebec and Henry Greenspoon, 1455 Sherbrooke Street West, Montreal Quebec. The street address of the initial registered office was 707 South Gulfstream Avenue, Sarasota, FL 34236, and the name of the initial registered agent was Heskell Abed. The Board may, from time to time, change the designation of the principal office, the mailing address of the corporation, the registered office, and the registered agent, in the manner provided by law.

**1. NAME.** The name of the corporation is ESSEX HOUSE ASSOCIATION, INC. For convenience, the corporation is referred to in this instrument as the "Association," the Amended and Restated Declaration of Condominium as "Declaration," these Amended and Restated Articles of Incorporation as the "Articles," and the Amended and Restated Bylaws of the Association as the "Bylaws."

**2. PURPOSE.** The purpose for which the Association is organized is to manage, operate, maintain, repair, replace and improve the Essex House Condominium as defined and described in the Declaration.

**3. DEFINITIONS.** The terms used in these Articles have the same definitions and meaning as those set forth in the Declaration and the Act, unless herein provided to the contrary, or unless the context otherwise requires.

**4. POWERS.** The powers of the Association include the following:

**4.1 General.** The Association has all of the common-law and statutory powers of a corporation not for profit under the laws of Florida that are not inconsistent with the Condominium Act, the Declaration, the Bylaws, or these Articles of Incorporation.

**4.2 Enumeration.** The Association has all the powers set forth in the Act except as limited by the Declaration, these Articles, and the Bylaws (all as amended from time to time), and all of the powers reasonably necessary to operate the Condominiums, including, but not limited to, the following:

**4.2.1** To make and collect Assessments (including Special Assessments) and other Charges against Members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

**4.2.2** To buy, own, operate, lease, sell, license, and trade both real and personal property and to grant easements and licenses as to same as may be necessary or convenient in the administration of the Association and the operation of the Condominiums.

**4.2.3** To maintain, repair, replace, reconstruct, add to, improve, and operate the Condominium and Units and any other property acquired or leased by the Association.

**4.2.4** To purchase insurance upon the Condominium Property and other insurance for the protection of the Association, its Officers, Directors, Committee members, and Members as Unit Owners.

**4.2.5** To make and amend Rules and Regulations concerning the use of the Condominium Property (Common Elements and the Units) and Association Property, and to enact rules, policies, and resolutions pertaining to the operation of the Association, that are not inconsistent with the Condominium Act, the Declaration, the Bylaws, or these Articles of Incorporation.

**4.2.6** To enforce by legal means the provisions of the Act, other applicable laws, the Declaration, these Articles, the Bylaws, the Rules and Regulations, and the policies of the Association.

**4.2.7** To contract for the management of the Association and any facilities used by the Unit Owners, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association except those which require specific, non-delegable approval of the Board or the membership of the Association.

**4.2.8** To employ personnel to perform the services required for proper operation of the Association.

**4.2.9** To make contracts and incur liabilities, borrow money at such rates of interest as the Board may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, Assessments, Special Assessments, income, or rights.

**4.3 Distribution of Income; Dissolution.** The Association shall make no distribution of income to its Members, Directors, or Officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida not for Profit Corporation Statute.

**4.4 Limitation.** The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws, and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Declaration and the Bylaws.

**5. MEMBERS.** The Members of the Association consist of all of the record Owners of Units in the Essex House Association, Inc., and after termination of the Condominium or Condominiums shall consist of those who were Members at the time of the termination and their successors and assigns.

**5.1 Assignment.** The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, pledged, or transferred in any manner except as an appurtenance to the Unit for which that share is held.

**5.2 Voting.** On all matters upon which the membership is entitled to vote, there is only one (1) vote for each Unit, which vote shall be exercised or cast in the manner provided by the Bylaws. Any person or entity owning more than one (1) Unit is entitled to one (1) vote for each Unit owned. Those Members whose voting rights are suspended pursuant to the terms of the Condominium Documents and/or Florida law are not entitled to cast the vote assigned to the Unit for which the suspension was levied during the period of suspension and such Voting Interests shall be subtracted from the required number of votes when calculating any required vote or quorum for the period during which such suspension exists.

**5.3 Meetings.** The Bylaws shall provide for an annual meeting of Members and may make provision for regular and special meetings of Members other than the annual meeting.

**6. TERM OF EXISTENCE.** The Association has perpetual existence.

**7. OFFICERS.** The affairs of the Association shall be administered by the Officers designated in the Bylaws. The Officers shall be elected by the Board of the Association at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board. The Bylaws may provide for the removal from office of Officers, for filling vacancies, and for the duties of the Officers.

**8. BOARD OF DIRECTORS.**

**8.1 Number and Qualification.** The property, business and affairs of the Association shall be managed by a Board consisting of the number of Directors determined by the Bylaws, but which shall consist of not less than three (3) Directors.

**8.2 Duties and Powers.** All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, the Bylaws and the Rules and Regulations (all as amended from time to time) shall be exercised exclusively by or under the direction of the Board, as

provided in the Bylaws, subject only to approval by Members when such approval is specifically required.

**8.3 Election; Removal.** Directors of the Association shall be elected in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws.

**9. BYLAWS.** The Bylaws of the corporation may be altered, amended, or repealed in the manner provided in the Bylaws.

**10. AMENDMENTS.** These Articles may be amended in the following manner:

**10.1 Proposal of Amendments.** An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

**10.2 Proposed Amendment Format.** Proposals to amend existing Articles of Incorporation shall contain the full text of the Article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF THE ARTICLES OF INCORPORATION. SEE ARTICLE NUMBER \_\_\_ FOR PRESENT TEXT."

**10.3 Notice.** Copies of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

**10.4 Adoption of Amendments.** A resolution for the adoption of a proposed amendment may be adopted by a vote of two-thirds of all the Voting Interests at a duly noticed meeting at which a quorum is present.

**10.5 Effective Date.** An amendment when adopted shall become effective after being recorded in the Sarasota County Public Records according to law and filed with the Secretary of State according to law.

**10.6 Automatic Amendment.** These Articles shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration. Whenever the Act, Chapter 617, Florida Statutes or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Articles, the Board may operate the Association pursuant to the less stringent requirements without the need to change these Articles. The Board, without a vote of the Members, may also adopt by majority vote, amendments to these Articles of Incorporation as the Board deems necessary to comply with such operational changes as may be enacted by future

amendments to Chapters 607, 617, and the Act, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

**10.7 Proviso.** No amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it or increase the Owner's proportionate share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

## **11. INDEMNIFICATION.**

**11.1 Indemnity.** The Association shall indemnify any Officer, Director, or Committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, 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 attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she 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 he or she had reasonable cause to believe his or her conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding 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 failed to act in good faith and in a manner which he or she 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 his or her conduct was unlawful. It is the intent of the membership 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. In the event of a settlement, the right to indemnification shall not apply unless the Board approves such settlement as being in the best interest of the Association.

**11.2 Defense.** 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, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

**11.3 Advances.** Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director,

Officer, or Committee member to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as authorized by this Article 11. However, if the Board, by majority vote, determines that the person seeking advancement did not act in good faith or in a manner he or she 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 he or she had reasonable cause to believe his or her conduct was unlawful, the Association shall not be obligated to pay for any expenses incurred prior to the final disposition of the subject action.

**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 Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or Committee member and shall inure to the benefit of the heirs and personal representatives of such person.

**11.5 Insurance.** The Association has the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the duty to indemnify him or her against such liability under the provisions of this Article.

