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TALLAHASSEE, FLORIDA

*Amend & Restated
Articles/MC
S. 2/14/13*

DANIEL J. LOBECK
MARK A. HANSON*

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THE LAW OFFICES OF
LOBECK & HANSON
PROFESSIONAL ASSOCIATION

CONDOMINIUM
COOPERATIVE AND
COMMUNITY
ASSOCIATIONS
CIVIL LITIGATION
PERSONAL INJURY
FAMILY LAW
LAND USE LAW
ESTATES AND TRUSTS

**FLA. SUPR. CT. CERTIFIED MEDIATOR*

February 11, 2013

Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

Re: Certificate of Amendment
Heron Bay Club Owners Association, Inc.

To whom it may concern:

Please find enclosed an original Certificate of Amendment and attached Amended and Restated Articles of Incorporation for the above-referenced corporation and a check in the amount of \$35.00 for the filing fee.

Thank you for your assistance in this matter.

Very truly yours,

Jeremy V. Anderson

JVA/pft
Enclosure

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CERTIFICATE OF AMENDMENT

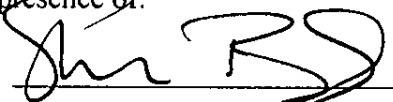
**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
HERON BAY CLUB OWNERS ASSOCIATION, INC.**

We hereby certify that the attached Amended and Restated Articles of Incorporation of Heron Bay Club Owners Association, Inc. (which Declaration was originally recorded at Official Records Book 1432, Page 849 et seq. of the Public Records of Sarasota County, Florida), was approved at a meeting of the membership held on July 13, 2012, by not less than two-thirds (2/3rds) of all unit owners present and voting, which is sufficient for approval as required by Article XII.

DATED this 31st day of January, 2013.

Signed, sealed and delivered
in the presence of:

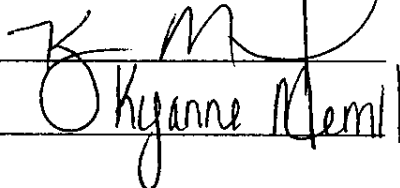
sign:



print:

Shannon Banks

sign:

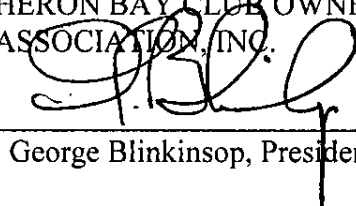


print:

Khyanne Merrill

HERON BAY CLUB OWNERS
ASSOCIATION, INC.

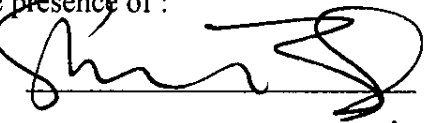
By:



George Blinkinsop, President

Signed, sealed and delivered
in the presence of:

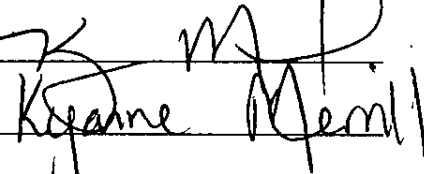
sign:



print:

Shannon Banks

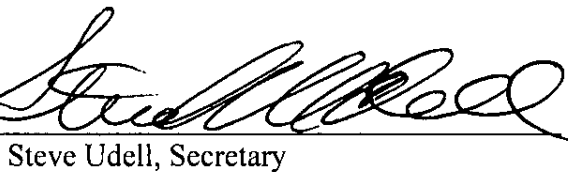
sign:



print:

Khyanne Merrill

By:



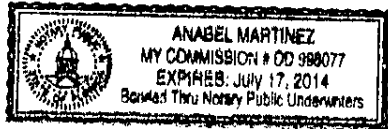
Steve Udell, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 31st day of January, 2013,
by George Blinkinsop, as President of Heron Bay Club Owners Association, Inc., a Florida

corporation, on behalf of the corporation. He is personally known to me or has produced
_____ as identification.



NOTARY PUBLIC

sign Anabel Martinez

print ANABEL MARTINEZ

State of Florida at Large (Seal)

My Commission expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 31st day of January 2013, by Steve Udell, as Secretary of Heron Bay Club Owners Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced
_____ as identification.



NOTARY PUBLIC

sign Anabel Martinez

print ANABEL MARTINEZ

State of _____ at Large (Seal)

My Commission expires:

Prepared by: Jeremy V. Anderson, Esq.
2033 Main Street, Suite 403
Sarasota, Florida 34237

Prepared by and return to:
Jeremy V. Anderson, 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
HERON BAY CLUB OWNERS ASSOCIATION, INC.

(Substantial rewording of Articles of Incorporation. See existing Articles of Incorporation for present text.)

This is the Amended and Restated Articles of Incorporation of HERON BAY CLUB OWNERS ASSOCIATION, INC. ("the Association"). The original Articles of Incorporation of the Association were filed with the Office of Secretary of State on February 1, 1980.

ARTICLE 1.
NAME AND ADDRESS

The name of the corporation shall be HERON BAY CLUB ASSOCIATION, INC. The street address of the principal office of the corporation shall be 16 Church Street, Osprey, FL 34229 or as otherwise determined from time to time by the Association Board of Directors.

ARTICLE 2.
PURPOSE

2.1. PURPOSE. The purpose of the Association is to provide an entity pursuant to Chapter 718, Florida Statutes, as amended from time to time ("the Condominium Act") for the operation and management of the affairs and property of HERON BAY CLUB, A CONDOMINIUM, SECTION I ("the Condominium") located in Sarasota County, Florida.

2.2. DISTRIBUTION OF INCOME. The Association shall issue no stock and make no distribution of income to its Unit Owners, Directors or Officers; provided that the foregoing shall not prevent a Unit Owner, Director or Officer from providing services, as an individual, to the Association other than as a Unit Owner, Director or Officer, for which he or she is reasonably compensated.

ARTICLE 3.
POWERS

3.1. COMMON LAW AND STATUTORY POWERS. The Association has all of the common law and statutory powers of a corporation not for profit not in conflict with the

terms of these Articles of Incorporation, the Declaration of Condominium ("Declaration"), the Association Bylaws or Chapter 718, Florida Statutes, as amended from time to time (herein, the "Condominium Act").

3.2. SPECIFIC POWERS. The Association shall have all of the powers and duties of an Association set forth in the Condominium Act and all of the powers and duties reasonably necessary to manage, maintain and operate the Condominium pursuant to the Declaration, as it may be amended from time to time, including but not limited to the following:

a. To make and collect Assessments against members as Owners of Units ("Units") in the Condominium ("Unit Owners") to defray the costs, expenses and losses incurred in the management, maintenance, operation, repair and replacement of the Condominium and Property and/or facilities serving the Condominium ("Condominium Property").

b. To use the proceeds of Assessments in the exercise of its powers and duties.

c. To require as a condition to the letting or renting of a Unit a security deposit to protect against damages to the common elements and/or Association Property.

d. To acquire, own, maintain, manage, repair, replace and operate the Condominium Property.

e. To purchase insurance upon the Condominium Property and insurance for the protection of the Association.

f. To make and amend reasonable Rules and Regulations respecting the use and occupancy of the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners. All such Rules and Regulations and amendments thereto shall be approved by the Board of Directors.

g. To enforce by legal means the provisions of the Florida Condominium Act, the Declaration, these Articles of Incorporation, the Bylaws of the Association and the Rules and Regulations.

h. To contract for the management of the Condominium with third (3rd) party contractors and to delegate to any such contractor all powers and duties of the Association, except as such are specifically required by the Declaration or the Florida Condominium Act to have the approval of Directors or the Unit Owners.

i. To employ personnel to perform the services required for proper management, maintenance, and operation of the Condominium.

j. To purchase and own Units in the Condominium and to acquire and hold, lease, mortgage and convey the same. However, such purchase shall be limited to purchases of units in foreclosure or liens for assessments for common expenses. It is the intent that this provision not be changed without the unanimous approval of all the members and the joinder of all record owners of mortgages upon the Condominium.

k. To obtain loans to provide funds for operating, maintaining, repairing, replacing and improving the Condominium and to pledge the income of the Association from Assessments against Unit Owners as security for such loans.

3.3. EMERGENCY POWERS. For purposes of this Article 3.3 only, an emergency exists during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subjected to: a state of emergency declared by civil or law enforcement authorities; a hurricane watch or warning as issued by a governmental authority; a partial or complete evacuation order issued by civil or law enforcement authorities; the declaration of a Federal or State "disaster area" status; or catastrophe, whether natural or man made, which seriously damages, or threatens to seriously damage the physical existence of the Condominium. During an emergency as defined herein, the Board of Directors may exercise the emergency powers provided to Florida corporations by Section 617.0207 and Section 617.303, Florida Statutes, and as may be provided in the Condominium Act.

3.4. LIMITATION ON EXERCISE OF POWERS. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Association Bylaws.

ARTICLE 4. MEMBERS

4.1. MEMBERS. The members of the Association shall consist of all the record Unit Owners in the Condominium shown by recordation of a deed or other instrument in the Public Records of Sarasota County, Florida, and upon termination of the Condominium shall consist of those who are members at the time of such termination, their successors and assigns.

4.2. CHANGE OF MEMBERSHIP. After receiving approval of the Board of Directors 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 record title to a Unit in the Condominium and the delivery to the Association of a copy of such instrument. The Board may, in its sole discretion, require a Unit Owner to provide it a certified copy of the Deed or other instrument. The Unit Owner designated by such instrument thus becomes a member of the Association and the membership of the prior Owner is terminated.

4.3. LIMITATION OF TRANSFER OF SHARES OF ASSETS. The share of any Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Unit Owner's Unit.

4.4. VOTE. There shall be one (1) vote for each Unit owned which shall be exercised in the manner set forth in the Association Declaration and Bylaws.

ARTICLE 5. DIRECTORS

5.1. BOARD OF DIRECTORS. The affairs of the Association shall be managed by the Board of Directors, composed as provided in the Association Bylaws. A Director must be a Unit Owner and must fulfill all other requirements of eligibility provided in the Bylaws and Declaration of Condominium. Every Director has a fiduciary duty to the Unit Owners and to the Association.

5.2. ELECTION OF DIRECTORS. Directors of the Association shall be elected at the annual meeting of Unit Owners in the manner determined by the Association Bylaws and the Condominium Act. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Association Bylaws and the Condominium Act.

ARTICLE 6. OFFICERS

The Association Officers shall manage the affairs and operation of the Association. The Board of Directors shall elect Officers at its first meeting following the annual meeting of the Unit Owners. Officers serve at the pleasure of the Board of Directors. Every Officer has a fiduciary duty to the Unit Owners and to the Association.

ARTICLE 7. INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and all liabilities, including attorney legal fees reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that a settlement of the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE 8. BYLAWS

The Association Bylaws may be amended in the manner provided by the Bylaws.

ARTICLE 9. AMENDMENTS

9.1. AMENDMENTS. An amendment to these Articles of Incorporation may be proposed either by a majority of the Board of Directors or by not less than twenty percent (20%) of the voting interests of the Association. Notice of the subject matter of a proposed amendment shall be included in or with the notice of the membership meeting at which a proposed amendment is to be considered.

9.2. APPROVAL. A proposed amendment must be approved by not less than a majority of the Association's voting interests. Such amendment shall occur at an annual or special membership meeting called in whole or in part for that purpose.

9.3. EXECUTION AND RECORDING. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Sarasota County and filed with Secretary of State. The Certificate of Amendment must state the Book and Page at which the original Declaration of Condominium were recorded in the Public Records of Sarasota County, Florida.

9.4. LIMITATION ON AMENDMENTS. No amendment shall be made which is in conflict with the Condominium Act or the Declaration of Condominium.

ARTICLE 10. TERM

The term of the Association shall be perpetual.

ARTICLE 11. REGISTERED OFFICE AND AGENT

The registered agent and registered office of the Association shall be Sumner Bagby, 16 Church Street, Osprey, FL 34229, provided that the Board of Directors may change the registered agent and registered office at any time.