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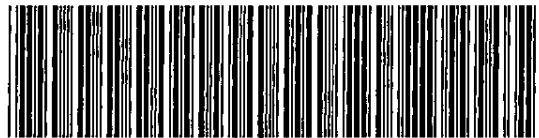
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*Amended &
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2007 APR -6 AM 11:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

*AR
4/10/07*

CORNETT, GOOGE & ASSOCIATES, P.A.

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HOWARD E. GOOGE*
ROBERT G. RYDZEWSKI, JR.

CHARLES W. SINGER
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*CERTIFIED CIRCUIT CIVIL MEDIATOR
**ADMITTED IN NEW JERSEY

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April 3, 2007

Secretary of State
Division of Corporations
Department of State
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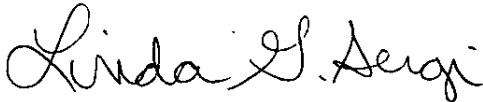
Re: Certificate of Amendment to the Amended and Restated Articles of Incorporation of
River Pointe at Grand Harbor Condominium Association, Inc.

Dear Sir or Madam:

Enclosed for filing is one (1) original Certificate of Amendment to the Amended and
Restated Articles of Incorporation along with a check in the amount of \$35.00 for your fee.
Please date stamp one (1) copy and return it to me in the postpaid envelope enclosed.

Thank you for your assistance in this matter and should you have any questions, please do
not hesitate to give me a call.

Sincerely,



Linda G. Sergi, Assistant to
Jane L. Cornett, Esq.

/lgs
Enc.

FILED

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF**

2007 APR -6 AM 11: 20

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RIVER POINTE AT GRAND HARBOR CONDOMINIUM ASSOCIATION, INC.

The undersigned incorporation hereby adopts the following Amended and Restated Articles of Incorporation for the purpose of forming a not-for-profit corporation under the "Florida not-for-profit Corporation Act."

ARTICLE I

CORPORATE NAME

The name of the Corporation shall be RIVER POINTE AT GRAND HARBOR CONDOMINIUM ASSOCIATION, INC., (hereinafter the "Association"). The principal and mailing address of the Association shall be 5620 N. Harbor Village Drive, Vero Beach, Florida 32967.

ARTICLE II

DURATIONS

The duration of the Corporation shall be perpetual.

ARTICLE III

DEFINITIONS

The Terms used in these Amended and Restated Articles shall have the same definitions and meanings as those set forth in the Amended and Restated Declaration of Condominium of River Point at Grand Harbor Condominium, to be recorded in the Public Records of Indian River County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE IV

COMMENCEMENT OF CORPORATE EXISTENCE

The corporate existence of the Association shall commence at the time these Amended and Restated Articles of Incorporation are filed by the Department of State of the State of Florida.

Exhibit "E" to the Amended and Restated Declaration

ARTICLE V

PURPOSES AND POWERS

The Association is not organized for pecuniary profit or financial gain, and no part of the Association's assets or income shall inure to the benefit of or be distributed to any Director, Officer or Member of the Association except as may be authorized by the Board of Directors in accordance with the terms and provisions of the Amended and Restated Bylaws of the Association with respect to compensation of Directors, Officers or Members of the Association for the rendition of unusual or exceptional services to the Association.

The Purposes for which the Association is formed, and the powers which may be exercised by the Association, are:

1. To own, operate, maintain, preserve and/or replace, the Units, Limited Common Elements and Common Elements located on the certain parcel of real property situated in Indian River County, Florida, known as RIVER POINTE AT GRAND HARBOR CONDOMINIUM, and described in Exhibit "A" to the Amended and Restated Declaration; and

2. To acquire by gift, purchase or otherwise, own, build, improve, operate, repair, maintain and replace, lease, transfer, convey, or otherwise dispose of real property, buildings, improvements, fixtures and personal property in connection with the business and affairs of the Association, including, but not limited to, the Condominium Property and other property required or leased by the Association; and

3. To establish, levy, collect and enforce payment of all assessments and charges pursuant to the terms and provisions of the Amended and Restated Declaration or Amended and Restated Bylaws of the Association and to use the proceeds thereof in the exercise of its powers and duties; and

4. To pay all expenses in connection with and incident to the conduct of the business and affairs of the Association; and

5. To borrow money and to pledge, mortgage or hypothecate any or all of the real or personal property owned by the Association as security for money borrowed or debts incurred by the Association; and

6. To exercise such powers which are now or may hereafter be conferred by law upon a Condominium Association organized for the purpose set forth herein, or which may be necessary or incidental to the powers so conferred; and

7. To grant easements on or through the Common Elements or any portion thereof; and

8. To exercise all of the powers and privileges, and to perform all of the duties and obligations, of the Association as set forth in the Amended and Restated Declaration, as the same may be amended from time to time; and

9. To promulgate, amend and enforce rules, regulations, Bylaws, covenants, restrictions or agreements to effectuate the purposes for which the Association is organized; and

10. To contract for the management of the Association and to delegate in such contract the powers and duties of the Association, to the extent permitted by the Amended and Restated Declaration, Amended and Restated Bylaws and the Condominium Act and to contract for services to be provided to Owners such as, but not limited to, utilities services; and

11. To purchase insurance upon the Condominium Property or any part thereof and insurance for the protection of the Association, its Officers, Directors and Owners; and

12. To employ personnel and contract with professionals including, but not limited to, attorneys, accountants, architects and engineers to perform the services required for the proper operation of the Association;

13. To appear through its authorized agents before any legislative, judicial, administrative or governmental body concerning matters affecting the Condominium Property and/or the Association.

14. To delegate, pursuant to the provisions of the Amended and Restated Declaration, certain maintenance and functions, powers and duties to the Grand Harbor Community Association, Inc.

The foregoing clauses shall be construed both as purposes and powers and the enumeration of specific purposes and powers shall not be construed to limit or restrict in any way the purposes and powers of the Association that may be granted by applicable law and any amendments thereto or otherwise conferred upon not-for-profit corporations by common law and the statutes of the State of Florida in effect from time to time.

ARTICLE VI

BOARD OF DIRECTORS

A. NUMBER AND QUALIFICATIONS. The business affairs of the Association shall be managed and governed by a Board of Directors. The number of Directors constituting the initial Board of Directors shall be three (3). The number of Directors may be increased or decreased from time to time in accordance with the Amended and Restated Bylaws of the Association, but in no event shall there be less

than three (3) Directors. Each of the members of the Board shall be Members of the Association, spouses of members or shall be authorized representatives, officers or employees of the corporate or other entity Member of the Association.

B. DUTIES AND POWERS. All of the duties and powers of the Association existing under the Amended and Restated Declaration, these Amended and Restated Articles, the Amended and Restated Bylaws and the Condominium Act shall be exercised as provided in said Condominium Documents and the Condominium Act.

C. ELECTION; REMOVAL. Directors of the Association shall be elected at the Annual Meeting of the Members in the manner determined by the subject to the qualifications set forth in the Amended and Restated Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Amended and Restated Bylaws.

ARTICLE VII

TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one or more of its Directors or Officers or, between the Association and any other corporation, partnership, association or other organization in which one or more of its Officers or Directors are Officers or Directors of this Association shall be invalid, void or voidable solely for the reason or solely because the Officer or Director is present at, or participates in, meetings of the board or committee thereof which authorized the contract or transaction, or solely because said Officer's or Director's votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

Similarly, no contract or transaction between the Association and any other corporation, partnership, association, or organization in which one or more of the Officers or Directors of this Association may be an employee or have another affiliated relationship shall be invalid, void, or voidable solely because the Officer or Director of this Association serves as an Officer, Director, employee, principal or is otherwise affiliated with said corporation, partnership, association or other organization which is entering into a contract or transaction with the Association.

ARTICLE VIII

OFFICERS

The affairs of the Association shall be administered by the Officers holding the offices designated in the Amended and Restated Bylaws. The Officers shall be elected by the Board of Directors 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 of Directors. The Amended and Restated Bylaws may provide for the removal of Officers, for filling vacancies and for the duties of the Officers.

ARTICLE IX

MEMBERSHIP & VOTING

A. **MEMBERSHIP.** Every person or entity who is an Owner as defined in the Amended and Restated Declaration, shall be a Member of the Association. Any person or entity who holds an interest in any Unit merely as security for the performance of an obligation shall not be a Member of the Association unless and until such holder of a security interest acquires title pursuant to foreclosure or judicial proceeding or deed-in-lieu of foreclosure. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association. Each Owner shall become a Member of the Association upon title to the Unit being conveyed by deed to such Owner or upon the recording of said deed among the Public Records of Indian River County, Florida, or upon a transfer of title by operation of law. Transfer of membership shall be established by the recording among the Public Records of Indian River County, Florida, of a warranty deed or other instrument establishing a record title to a Unit, the Owner or Owners designated by such instrument thereby becoming a Member or Members of the Association and the membership of the prior Owner or Owners thereupon being terminated.

B. **VOTING.** All votes shall be cast by Members in accordance with Article 5 of the Amended and Restated Declaration as the same may be amended from time to time.

ARTICLE X

AMENDMENT

Amendments to these Amended and Restated Articles shall be proposed in the following manner.

A. **NOTICE.** Notice of the subject matter for proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

B. PROPOSAL. The resolution for the adoption of a proposed amendment may be proposed by either a majority of the Board of Directors or by not less than two-thirds (2/3) of the Members of the Association represented at a meeting at which a quorum thereof has been attained.

C. ADOPTION. Upon any amendment or amendments to these Amended and Restated Articles of Incorporation being proposed by the Board of Directors or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the Members of the Association for a date not sooner than twenty (20) days or later than sixty (60) days from the receipt by such office of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each Member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be given in the same manner as notice of the call of a special meeting of the Members as described in the Amended and Restated Bylaws; provided, that proposed amendments to these Amended and Restated Articles of Incorporation may be considered and voted upon at annual meetings of the Members. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the Member at his post office address as it appears on the records of the Association, with postage thereon prepaid. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver when filed in the records of the Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of the Owners of not less than seventy-five (75%) of the Units. Owners may be present in person or by proxy as allowed by applicable law. Such vote may be taken at any meeting at which a quorum is present in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Amended and Restated Articles of Incorporation shall be transcribed and certified in such format as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment of these Amended and Restated Articles of Incorporation shall be recorded in the Public Records of Indian River County, Florida, within thirty (30) days from the date on which the same is filed in the office of the Secretary of State.

ARTICLE XI

BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the Amended and Restated Bylaws and the Amended and Restated Declaration.

ARTICLE XII

ASSOCIATION ASSETS

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 his Unit. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Amended and Restated Declaration of Condominium and in the Amended and Restated Bylaws.

ARTICLE XIII

INDEMNIFICATION

A. To the extent permitted by applicable law:

INDEMNITY. The Association shall indemnify, hold harmless and defend any person (hereinafter referred to as "Indemnitee") 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 is or was a Director, employee, Officer or agent 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 in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed Indemnitee, that he was grossly negligent or that he acted willfully or wantonly in disregard of the interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. That termination of any action, suit or proceeding – by judgment, order, settlement, conviction or upon plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person was grossly negligent or that he acted willfully or wantonly in disregard of the interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

B. **AGREEMENT TO DEFEND.** To the extent that a Director, Officer, employee or agent of the Association 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 is or was a Director, Officer, employee or agent of the Association, the Association hereby agrees to defend and provide counsel to such Indemnitee and shall advance all attorneys fees and costs at all pretrial, trial and appellate levels. In the event retainers for attorneys' fees and/or costs are necessary to be provided, the Association shall advance such retainer, as well as having full responsibility for payment of attorneys' fees and costs that may be billed or otherwise become due during the pendency of any action, suit or proceeding or in

advance of same in the event such action, suit or proceeding is threatened. The Indemnitee shall have the right to reasonable approval of any attorneys proposed to represent said Indemnitee. The agreement to defend provided for in this section shall be in addition and not in lieu of such other rights of reimbursement, indemnification and hold harmless provisions existing under this Article or any other provisions of the Amended and Restated Articles and Amended and Restated Bylaws of the Association, the Amended and Restated Declaration and as elsewhere provided by law.

C. EXPENSES. To the extent that a Director, Officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph A above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees, and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith. Any costs or expenses incurred by the Association in implementing any of the provisions of this Article XIV shall be fully assessable against Owners as Common Expenses of the Association.

D. ADVANCES. 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, as provided hereinabove, by or on behalf of the affected Director, Officer, employee or agent, to repay such amount unless it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized in this Article XIV, in which event, the Indemnitee shall reimburse the Association for all attorneys' fees and costs advanced by it on behalf of the Indemnitee.

E. MISCELLANEOUS. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by law, agreement, vote of Members, Florida law, 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.

F. INSURANCE. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provision of this Article.

G. AMENDMENT. Anything to be contrary herein notwithstanding, the provisions of this Article XIV may not be amended without the prior written consent of all persons who interest would be adversely affected by such amendment.

ARTICLE XIV

SELF DEALINGS VALIDITY OF AGREEMENT AND WAIVER OF CLAIMS

A. **SELF DEALING.** No contract, agreement or undertaking of any sort between or among the Association, Directors, Officers, or Members shall be invalidated or affected by reason that any of them hold the same or similar positions with another condominium, homeowners or property owners association within the Property or that they are financially interested in the transaction.

B. **VALIDITY OF AGREEMENT.** No contract, agreement or undertaking of any sort between the Association and any entity or individual shall be invalidated or affected by reason that the Association, its Directors, Officers, its agents or employees hold a financial interest in or with the individual or entity.

C. **WAIVER OF CLAIMS.** To the extent permitted by applicable law, by acquisition of title to a Unit, or any interest therein, within the Condominium Property, each and every individual or entity thereby waives any claim for damages or other relief grounded in tort, contract, equity or otherwise arising out of the negotiation, execution, performance and enforcement of contract, agreements or undertakings described above, that may accrue at the time of purchase or thereafter against the Association, its Directors, Officers, Members, its agents or employees.

ARTICLE XV

DISSOLUTION

The Association may be dissolved by a unanimous vote of the Members at any regular or special meeting; provided, however, that the proposed action is specifically set for the in the notice of any such meeting. In the event of the dissolution of this Association or any successor entity hereto, all Association property and maintenance obligations attributable to the Association shall be transferred to a successor entity. The dissolution of the Association shall in no manner terminate, modify or abate the obligations of the Unit Owners, owners of the Condominium Property or successor entity f the Association of their obligations to the Association and Grand Harbor Community Association, Inc.

The undersigned, being the President and Secretary of River Pointe at Grand Harbor Condominium do hereby acknowledge that this Amended and Restated Articles of Incorporation were duly adopted by a unanimous vote sufficient for approval by the membership of River Pointe at Grand Harbor Condominium Association, Inc., at the annual meeting held on March 13, 2007.

Signed, sealed and delivered

River Pointe at Grand Harbor Condominium Association, Inc.

WITNESSES:

Buffie Liter
Witness #1 Signature

BUFFIE LITER
Witness #1 Printed Name

Angela J. Theall
Witness #2 Signature

Angela J. Theall
Witness #2 Printed Name

Buffie Liter
Witness #1 Signature

BUFFIE LITER
Witness #1 Printed Name

Angela J. Theall
Witness #2 Signature

Angela J. Theall
Witness #2 Printed Name

By: *Nick Melnick*
Nick Melnick, President

By: *Jerry Kollig*
Jerry Kollig, Secretary

CORPORATE SEAL

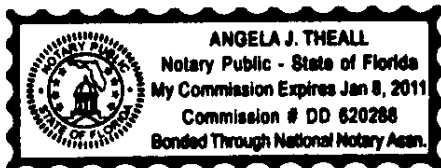


STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me on this 27th of March, 2007 by Nick Melnick, as President of River Pointe at Grand Harbor Condominium Association, Inc. [] who is personally known to me, or [] who produced identification [Type of Identification: _____].

Notarial Seal

Angela J. Theall
Notary Public
Printed Name: Angela J. Theall



STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me on this 27th of March, 2007 by Jerry Kollig, as Secretary of River Pointe at Grand Harbor Condominium Association, Inc. [who is personally known to me, or [who produced identification [Type of Identification: _____].

Angela J. Theall

Notary Public

Printed Name: Angela J. Theall

Notarial Seal

