

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 ARTICLES OF INCORPORATION
AND AMENDED AND RESTATED BYLAWS**

GARDEN WALK CONDOMINIUM ASSOCIATION, INC.

We hereby certify that the attached Amended and Restated Articles of Incorporation and Amended and Restated Bylaws for Garden Walk Condominium Association, Inc. (which Declaration was originally recorded at Official Records Book 2018, Page 7118 et seq. of the Public Records of Manatee County, Florida) were approved by a majority vote of all voting rights of all members of the Association at a meeting of the membership held on September 30, 2013, and a meeting of the membership held on December 2, 2013, which is sufficient for approval under Article XV. of the Articles of Incorporation and Article VIII. of the Bylaws.

DATED this 18th day of may, 2015.

Signed, sealed and delivered
in the presence of:

sign: Kathy O

print: Kathy Olemens

sign: PA

print: Patrick S. Powers

GARDEN WALK CONDOMINIUM
ASSOCIATION, INC.

By: Mark Holstein
Mark Holstein, President

Signed, sealed and delivered
in the presence of :

sign: Kathy Wagenhauser

print: Kathy Wagenhauser

sign: Lauren Ashton

print: Lauren Ashton

By: Keith Montgomery
Keith Montgomery, Secretary

(Corporate Seal)

STATE OF ~~FLORIDA~~ Illinois
COUNTY OF ~~MANATEE~~ Cook

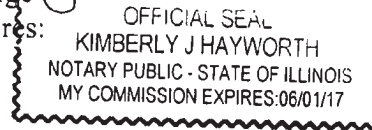
The foregoing instrument was acknowledged before me this 6th day of May, 2015, by Mark Holstein as President of Garden Walk Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me ~~or has produced~~ as identification.

NOTARY PUBLIC

sign Kimberly Hayworth

print Kimberly Hayworth

State of ~~Florida~~ Illinois at Large
My Commission expires:



STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 18 day of MAY, 2015, by Keith Montgomery as Secretary of Garden Walk Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced as identification.

NOTARY PUBLIC

sign [Signature]

print D Fulton

State of Florida at Large
My Commission expires:



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)

PROPOSED AMENDED AND RESTATED

**ARTICLES OF INCORPORATION
OF
GARDEN WALK CONDOMINIUM ASSOCIATION, INC.**

[Substantial rewording of Articles of Incorporation. See existing Amended and Restated Articles of Incorporation and amendments for present text.]

**ARTICLE 1
NAME OF CORPORATION AND PRINCIPAL ADDRESS**

The name of this corporation shall be GARDEN WALK CONDOMINIUM ASSOCIATION, INC., (herein the "Association"). The principal office of said corporation shall be located at 4301 32nd Street West, A-20, Bradenton, FL 34205. The Directors of the Association may change the location of the principal office of said Association from time to time.

**ARTICLE 2
PURPOSES**

The general purpose of the Association shall be as follows: to be the "Association" (as defined in Chapter 718, Florida Statutes (herein, the "Condominium Act") for the operation of a condominium in Manatee County, Florida known as GARDEN WALK CONDOMINIUM, A CONDOMINIUM (herein, "the Condominium"). The Association shall also operate and administer said Condominium and carry out the functions and duties of said Condominium, as set forth in the Declaration of Condominium establishing said Condominium and Exhibits annexed thereto.

**ARTICLE 3
POWERS**

3.1 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 Florida Condominium Act (Chapter 718, Florida Statutes), the Declaration of Condominium, the Articles of Incorporation, and Bylaws of the Association, all as

amended from time to time, except as may be limited or otherwise provided by these Articles or by law.

3.2 SPECIFIC POWERS. The specific powers of the Association shall include but not be limited to the following:

A. To create and amend budgets and to fix annual and special assessments to be levied against all Units located in the Condominium which are subject to assessment pursuant to the Declaration of Condominium for the purpose of defraying common expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures including providing a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance and improvements, and for capital replacements.

B. To purchase insurance upon the condominium property, and insurance for the protection of the Association and its members as Unit Owners.

C. To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of any Unit and all real or personal property related to the purposes or activities of the Association.

D. To place liens against any Unit in the Condominium for delinquent and unpaid assessments and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments for the purpose of obtaining revenue for the operation of the Association's business.

E. To hold funds solely and exclusively for the benefit of the members of the Association for purposes set forth in these Articles of Incorporation, the Bylaws and the Declaration of Condominium.

F. To approve or disapprove the transfer, mortgage, ownership and leasehold of Units in the Condominium, as provided by the Declaration and the Bylaws of the Association.

G. To adopt, promulgate and enforce rules, regulations, resolutions, bylaws, covenants, restrictions and agreements in order to effectuate the purposes for which the Association is organized.

H. To delegate the power or powers of the Association to the manager, committees or agents where such is deemed to be in the Association's best interest by its Board of Directors.

I. To charge recipients for services rendered by the Association and to charge the user for use of the Association property where such is deemed appropriate by its Board of Directors.

J. To pay all taxes, other charges or assessments, if any, levied against property owned, leased or used by the Association.

K. To borrow money for the acquisition of property or a Unit or for any other lawful purpose of the Association, and to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for borrowed monies and to secure the payment of such obligation by mortgage, pledge, security agreement, or other instrument of trust, or by lien upon, assignment of or agreement in regard to, all or any part of the real or personal property, or property rights or privileges of the Association wherever situated.

L. To enter into agreements whereby it acquires leasehold memberships and other possessory or use interest in the lands or facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation, or other use benefits of the Unit Owners.

M. To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws and the Declaration of Condominium.

N. To make, enter into, perform and carry out contracts as necessary for the operation and administration of the Association, except as prohibited herein.

O. To undertake such activities and projects as will unite in companionship its members and insure the continuation of enjoyable living conditions in the condominium.

P. To enter into agreements with other Condominium or homeowner associations, providing for shared expense of items of management, administration and/or maintenance, and to become a member of an organization of such associations.

Q. To sue or be sued.

R. In general, to have all powers which are or may be conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein.

ARTICLE 4 MEMBERS

4.1 MEMBERSHIP. Membership in the Association shall be limited to Unit Owners in the Condominium. Such membership shall automatically terminate when such

person is no longer an Owner of a Unit in the Condominium. Membership in the Association shall be limited to such Owners.

4.2 CHANGE OF MEMBERSHIP. Change of membership in the Association shall be established by recording in the Public Records of Manatee 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 recorded instrument. The Owner designated by such instrument thus becomes a member of the Association.

ARTICLE 5 VOTING RIGHTS

Each Unit shall be entitled to one (1) vote at membership meetings of the Association. Votes shall be cast as described in the Bylaws. The vote of a Condominium Unit shall not be divisible. A majority of the Unit Owners' total votes cast (in person or by proxy) shall decide any question, unless the Declaration of Condominium, these Articles of Incorporation or the Bylaws of the Association provide otherwise.

ARTICLE 6 INCOME DISTRIBUTION

No part of the income of the Association shall be distributable to its members, except as reimbursement for services rendered to the Association. The Association shall not issue shares of stock to its members. 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 the Association is to exist shall be perpetual, unless dissolved according to law.

ARTICLE 8 BOARD OF DIRECTORS AND OFFICERS

The affairs and operation of the Association shall be managed by a governing board called the Board of Directors. The Bylaws shall provide for the number, election, removal, qualification and resignation of the Directors and Officers and for filling vacancies.

ARTICLE 9 BYLAWS

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

**ARTICLE 10
AMENDMENTS**

These Articles of Incorporation may be amended in the following manner:

10.1 PROPOSAL AND NOTICE. An amendment to these Articles of Incorporation may be proposed by the Board of Directors. A proposal for an amendment may be presented to the Board of Directors by any Unit Owner. If twenty percent (20%) of the Unit Owners in this Condominium sign a petition recommending an amendment for adoption and deliver the petition to the Board, the Board must submit the proposed amendment to a vote of the Unit Owners in this Condominium at a duly-noticed membership meeting within sixty (60) days of delivery of the petition to the Board.

10.2 APPROVAL. A proposed amendment must be approved by not less than a majority of the members at a meeting, in person or by proxy and voting.

10.3 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 Articles of Incorporation, which certificate shall be executed by the President or Vice-President and attested by the Secretary of the Association with the formalities of a deed. An amendment to these Articles of Incorporation shall become effective upon filing with the Florida Secretary of State and recording a copy along with a Certificate of Amendment in the Public Records of Manatee County, Florida.

**ARTICLE 11
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

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 membership, 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 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 agent of the Association shall be Daniel J. Lobeck, Esq., located at The Law Offices of Lobeck & Hanson, P.A., 2033 Main Street, Suite 403, Sarasota, FL 34237. The Board may change the Association's registered office and registered agent from time to time as permitted by law.