

ARTICLES OF INCORPORATION

OF

HARBOR FRONT HOMEOWNERS' ASSOCIATION, INC.,

a Florida not-for-profit corporation

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
03 OCT 31 PM 2:50

ARTICLE 1

NAME

1. Name. The name and address of the corporation is: HARBOR FRONT HOMEOWNERS' ASSOCIATION, INC. (hereinafter referred to as the "Association"). The principal place of business mailing address is: 210 SW Ocean Blvd., Stuart, Florida 34994.

ARTICLE 2

2. Definitions. Unless defined in these Articles or the Bylaws, all terms used in the Articles and the Bylaws shall have the same meanings as used in the Declaration of Covenants, Conditions and Restrictions for Harbor Front (the "Declaration").

ARTICLE 3

3. Purpose. The purposes for which the Association is organized are as follows:

3.1 To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.

3.2 To operate as a homeowners association pursuant to Chapter 720 of the Florida Statutes.

3.3 To administer, enforce and carry out the terms and provisions of the Declaration as same may be amended or supplemented from time to time.

3.4 To administer, enforce and carry out the terms and provisions of any other Declaration of Covenants and Restrictions or similar document, submitting property to the jurisdiction of or assigning responsibilities, rights or duties to the Association and accepted by the Board of Directors of the Association (the "Board").



3.5 To promote the health, safety, comfort and social and economic welfare of the Members of the Association and the Owners and Residents of Lots or Units in Harbor Front, as authorized by the Declaration, by these Articles, and by the Bylaws.

ARTICLE 4

4. Powers. The Association shall have the following powers:

4.1 All of the common law and statutory powers of i) a corporation not-for-profit, and ii) a homeowners association under the laws of Florida which are not in conflict with the terms of these Articles.

4.2 To enter into, make, establish and enforce, rules, regulations, Bylaws, covenants, restrictions and agreements to carry out the purposes of the Association.

4.3 To make and collect Assessments for Common Expenses from Owners to defray the costs, expenses, reserves and losses incurred or to be incurred by the Association and to use the proceeds thereof in the exercise of the Association's powers and duties.

4.4 To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

4.5 To hold funds for the exclusive benefit of the Members of the Association as set forth in these Articles and as provided in the Declaration and the Bylaws.

4.6 To purchase insurance for the protection of the Association, its officers, directors and Members, and such other parties as the Association may determine to be in the best interests of the Association.

4.7 To operate, maintain, repair and improve all Common Areas and such other portions of Harbor Front as may be determined by the Board from time to time.

4.8 To honor and perform under all contracts and agreements entered between third parties and the Association or third parties and the Developer which are assigned to the Association.

4.9 To exercise architectural control, either directly or through appointed committees, over all building's, structures and improvements to be placed or constructed upon any portion of Harbor Front. Such control shall be exercised pursuant to the Declaration.

4.10 To the extent not provided by Martin County, to provide for private security, fire safety and protection, and similar functions and services within Harbor Front as the Board in its discretion determines necessary or appropriate.

4.11 To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, streets (to the extent not maintained by Martin County and/or the City of Stuart), pathways, and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the Members of the Association and the Owners and Residents of Harbor Front as the Board in its discretion determines necessary or appropriate.

4.12 To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the Association and/or to contract with others for the performance of such obligations, services and/or duties and to pay the cost thereof in accordance with whatever contractual arrangement the Board shall enter.

ARTICLE 5

PERSONS SERVING ON THE BOARD

5.1 Persons Serving on the Board. The affairs of the Association shall be managed by a Board consisting of not less than three (3) persons, nor more than five (5) persons, and which shall always be an odd number. The number of persons on the Board shall be determined in accordance with the Bylaws. In the absence of such determination, there shall be three (3) persons on the Board.

5.2 Developer shall have the right to retain control of the Association as more particularly outlined in the Declaration and the Bylaws of the Association, or until such earlier time as is determined by Developer, in Developer's sole discretion. Developer shall have the right to appoint all Members of the Board and to otherwise govern the affairs of the Association in accordance with said Declaration and Bylaws of the Association, provided, however, that such appointment shall at all times comply with Chapter 720, Florida Statutes. The Members appointment to the Board shall be at the times and by the procedures outlined in the Bylaws of the Association; provided, however, that such appointment shall at all times comply with Section 720.307, Florida Statutes.

5.3 All of the duties and powers of the Association existing under Chapter 720 of the Florida Statutes, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject to approval by the Members only when specifically required.

5.4 A member of the Board may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws. However, any member of the Board

appointed by the Developer may only be removed by the Developer, and any vacancy on the Board of a member appointed by the Developer shall be filled by the Developer.

ARTICLE 6

TERM

6. The Association shall have perpetual existence. If, for whatever reason, the Association is dissolved by the Members, any Common Area shall be conveyed to an appropriate agency of the local government for control and maintenance purposes. If no agency of the local government will accept such conveyance and responsibility, such property must be conveyed to a not-for-profit corporation similar to the Association.

ARTICLE 7

INCORPORATOR

7. The name and street address of the Incorporator is:

David R. Giunta
210 SW Ocean Blvd.
Stuart, Florida 34994

ARTICLE 8

INITIAL REGISTERED OFFICE ADDRESS
AND NAME OF INITIAL REGISTERED AGENT

8.1 The street address of the initial registered office of the Association is:

210 SW Ocean Blvd.
Stuart, Florida 34994

8.2 The initial registered agent of the Association at that address is:

David R. Giunta

WITNESS WHEREOF, the Incorporator and the initial registered agent have executed these Articles.

WITNESSES:

Maurice

David R. Giunta
David R. Giunta
Incorporator and Registered Agent

Stephanie A. Schwall

CERTIFICATE DESIGNATING REGISTERED AGENT FOR
THE SERVICE OF PROCESS WITHIN THIS STATE

Pursuant to Section 617.0501, Florida Statutes, the following is submitted in compliance with said Statute:

Harbor Front Homeowners' Association, Inc. desiring to organize as a not-for-profit corporation under the laws of the State of Florida with its registered office at 210 SW Ocean Blvd., Stuart, Florida 34994, located at the above registered office, as its registered agent to accept service of process within this state.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above stated corporation, at place designated in this Certificate, I am familiar with the obligations of the Statute, and I hereby agree to act in this capacity, and further agree to comply with the provisions of said Statute relative to keeping open said office.

David R. Giunta
David R. Giunta
Registered Agent

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
03 OCT 31 PM 2:50

Dated: 10-29-03