

State of Florida



Department of State

I certify from the records of this office that PROMENADES EAST CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on June 25, 1981.

The document number of this corporation is 758973.

I further certify that said corporation has paid all fees due this office through December 31, 2008, that its most recent annual report/uniform business report was filed on March 4, 2008, and its status is active.

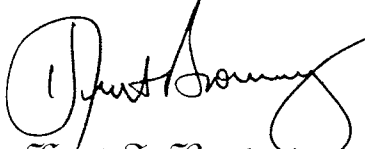
I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twentieth day of March, 2008



CR2EO22 (01-07)




Kurt S. Browning
Secretary of State

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
PROMENADES EAST CONDOMINIUM ASSOCIATION, INC.
A Corporation Not-for-Profit

*[Substantial Rewording of the Articles of Incorporation.
See original Articles of Incorporation and prior amendments for present text.]*

ARTICLE I
NAME AND IDENTITY

These Articles of Incorporation are for Promenades East Condominium Association, Inc., a corporation not-for-profit organized and existing under Chapters 617 and 718 of the Florida Statutes, hereinafter called the "Association."

ARTICLE II
PURPOSES AND POWERS

2.1 Purpose. The purpose for which the Association is formed is to provide an entity pursuant to the Condominium Act for the operation of Promenades East, a Condominium (the "Condominium") as a governing association and the managing entity within the meaning of Chapter 718, Florida Statutes (the "Condominium Act") in accordance with the Declaration of Condominium thereof, duly recorded or to be recorded in the Public Records of Charlotte County, Florida, as it may lawfully be amended and/or supplemented from time to time (the "Declaration"), and its exhibits thereto, as they may be lawfully amended and/or supplemented from time to time (collectively the "Condominium Documents").

2.2 General Powers and Duties. The Association shall have all of the common law and statutory powers of a corporation not-for-profit, including all the powers and duties reasonably necessary or convenient to operate the Condominium and act as its managing entity pursuant to the Condominium Documents except as expressly limited or modified by these Articles of Incorporation, the Condominium Documents or the Condominium Act, as they may hereafter be amended, including but not limited to the following specific powers and duties:

- (a) To levy, collect and enforce Assessments against Members of the Association to defray the cost, expenses and losses of the Condominium, and to use the proceeds of Assessments in exercising the Association's powers and performing its duties.
- (b) To protect, maintain, repair, replace and operate the Condominium Property.
- (c) To purchase insurance upon the Condominium Property for the protection of the Association and its Members.
- (d) To enforce by legal means the provisions of the Condominium Act, the Condominium Documents, and any Rules and Regulations promulgated by the Association.
- (e) To grant, relocate or modify such easements with respect to the Common Elements or otherwise, as may not be inconsistent with the Condominium Documents, upon approval of the Board.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
08 MAR 18 PM 3:37

- (f) To enter contracts for the management or maintenance of the Condominium Property, and any other property of the Association, and to delegate any powers and duties of the Association in connection therewith, except such powers or duties as may be expressly required by the Condominium Documents or by applicable law to be exercised by the Board or the Members.
- (g) To employ personnel, including accountants, architects, attorneys, appraisers, surveyors, engineers and other professional personnel, to furnish services required for the operation of the Condominium.
- (h) To borrow money, if reasonably necessary, to carry out the other powers and duties of the Association.
- (i) To adopt, amend and enforce reasonable Rules and Regulations governing the use of the Condominium and the operation of the Association.
- (j) To enter into agreements, or acquire leaseholds, memberships and other ownership or use interests in land or facilities, if they are intended to provide enjoyment, recreation or other use or benefit to the Owners of the Units.
- (k) To reconstruct improvements after casualty, and to further improve the Condominium Property.
- (l) To sue and be sued.
- (m) To acquire, own, hold, improve, maintain, repair, replace, convey, sell, lease, transfer and otherwise dispose of property of any kind or nature.
- (n) To exercise such other power and authority to do and perform every act or thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth herein, and as permitted by the applicable laws of the State of Florida and consistent with the Condominium Documents.

2.3 Emergency Powers. In the event of any emergency as defined in Section (g) below, the Board of Directors may exercise the following emergency powers and any other emergency powers allowed by law, including but not limited to, those powers set forth in Florida Statutes 617.0207 and 617.0303, as amended from time to time:

- (a) The Board may name as assistant Officers persons who are not Directors, which assistant Officers shall have the same authority as the executive Officers to whom they assist during the period of the emergency, to accommodate the incapacity of any Officer of the Association.
- (b) The Board may relocate the principal office or designate alternative principal offices or authorize Officers to do so.
- (c) During any emergency, the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such meeting shall constitute a quorum.
- (d) Corporate action taken in good faith during an emergency to further the affairs of the Association shall bind the Association and shall have the rebuttable presumption of being reasonable and necessary.

- (e) Any Officer, Director or employee of the Association acting with a reasonable belief that his/her actions are necessary and lawful in accordance with this Section shall incur no liability for doing so, except in the case of willful misconduct.
- (f) This emergency Section shall supersede any inconsistent or contrary provisions of the Governing Documents during the period of the emergency.
- (g) For purposes of this Section only, an “emergency” exists only during a period of time that the community, or the immediate geographic area in which the community is located, is subject to:
 - i. a state of emergency declared by local civil or law enforcement authorities;
 - ii. a hurricane warning;
 - iii. a partial or complete evacuation order;
 - iv. federal or state disaster area status; or,
 - v. a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Units or improvements within the community, such as a hurricane, earthquake, tidal wave, tornado, fire, war, civil unrest or act of terrorism.

ARTICLE III
NO DISTRIBUTIONS

The Association is organized and shall exist on a non-stock basis, does not contemplate pecuniary gain or profit to the Members thereof and is organized and shall exist solely for nonprofit purposes. No dividends shall be paid, and in no event shall the net earnings, income or assets of the Association be distributed to, or inure to the benefit of, its Members, Directors or Officers.

ARTICLE IV
TERM

The period of duration of the Association is perpetual.

ARTICLE V
MEMBERSHIP

5.1 Members. The Members of the Association are all Owners of record legal title to one or more Units in the Condominium, as more fully set out in the Condominium Documents.

5.2 Membership Privileges. The share of a Member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to the Unit. Each Member shall have such rights and privileges, and be subject to such duties, obligations and restrictions, including restrictions governing the transfer of membership, as are set forth in the Condominium Documents. Each Member shall have such Voting Interests as may be provided in the Declaration.

ARTICLE VI
BOARD OF DIRECTORS

The affairs of the Association shall be administered by a Board of Directors comprised of seven

(7) persons. Provisions regarding the qualification, election, term, removal and resignation of Directors shall be set forth in the Association's Bylaws.

ARTICLE VII OFFICERS

The Officers of the Association shall consist of a President, Vice President, Secretary, Treasurer and such additional Officers as the Board of Directors may deem necessary or appropriate from time to time. The Officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each newly constituted Board, and shall serve at the pleasure of the Board.

ARTICLE VIII BYLAWS

The Bylaws of the Association are recorded as an attachment to the Declaration and may be altered, amended or repealed in the manner provided therein.

ARTICLE IX INDEMNIFICATION

To the extent permitted by law, the Association shall indemnify and hold harmless every Director, Officer, committee member and agent of the Association (collectively "Indemnified Party") against all expenses and liabilities, including attorneys fees and costs, actually and reasonably incurred or imposed in connection with any legal proceeding, or settlement or appeal of such proceeding to which the Indemnified Party may be made a party because of being or having been, a Director, Officer, committee member or agent of the Association. The foregoing right to indemnification shall not be available if a judgment or other final adjudication establishes that the actions or omissions to act of such Indemnified Party were material to the cause adjudicated and involved one or more of the following:

- (a) willful misconduct or a conscious disregard for the best interests of the Association; or,
- (b) a violation of criminal law, unless the Indemnified Party had no reasonable cause to believe the action was unlawful; or,
- (c) wrongful conduct by an Indemnified Party who was appointed by the Developer in a proceeding brought by or on behalf of the Association; or,
- (d) an act or omission which was committed in bad faith or with malicious purpose, or any manner exhibiting wanton or willful disregard for human rights, safety or property, in an action by or in the right of someone other than the Association or a Member.

In the event of a settlement, the right to indemnification shall not apply unless a majority of the disinterested Directors approves the settlement as being in the best interests of the Association. The foregoing right to indemnification shall be in addition to, and not exclusive of, all the rights to which a Director or Officer may be entitled.

ARTICLE X
AMENDMENTS

Amendments to these Articles may be adopted as follows:

10.1 Proposal and Approval. Amendments to the Articles of Incorporation may be proposed by a majority of the Board, or upon written petition to the Board signed by Owners of not fewer than one-third (1/3) of the Units. Any amendment to these Articles of Incorporation so proposed by the Board or Members shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given. Except as otherwise provided by law, a proposed amendment to these Articles of Incorporation shall be adopted if approved at a Member meeting by two-thirds (2/3) of the total Voting Interests, or may be approved in writing without a Member meeting by two-thirds (2/3) of the total Voting Interests, provided that notice of any proposed amendment has been given to the Members and that the notice contains the text of the proposed amendment.

10.2 Recording Amendments. An amendment which is duly adopted pursuant to this Article shall be effective upon the filing with the Florida Department of State and subsequently recording a certified copy thereof in the Public Records of Charlotte County, Florida.

ARTICLE XI
REGISTERED OFFICE AND AGENT

The address of the registered agent of the Association shall be established on the annual Uniform Business Report filed with the State of Florida, but may change from time to time as determined by the Board of Directors.

I accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent. Or, if this document is being filed merely to reflect a change in the registered agent office address, I hereby confirm that the corporation has been notified in writing of this change.

Margaret L. Collins
(Signature of Registered Agent)

Margaret L. Collins
(Typed or Printed Name)

3-10-08
(Date)