

ARTICLES OF  
INCORPORATION

FOR

PROMENADE,  
A CONDOMINIUM

ORLANDO, FL

ARTICLES OF INCORPORATION  
OF  
PROMENADE CONDOMINIUM ASSOCIATION, INC.

For the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, the undersigned incorporator hereby adopts the following Articles of incorporation:

ARTICLE 1  
NAME

The name of the corporation, herein called the "Association", shall be PROMENADE CONDOMINIUM ASSOCIATION, INC. and the corporate office address is 4432 Parkway Commerce Boulevard, Orlando, Florida 32808. For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the By-Laws of the Association as the "By-Laws."

ARTICLE 2  
PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Act") as it exists on the date hereof for the operation of a condominium located in Orange County, Florida known as Promenade, A Condominium.

ARTICLE 3  
DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of the Condominium to be recorded in the Public Records of Orange County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 4  
POWERS

The powers of the Association shall include and be governed by the following:

4.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the By-Laws or the Act.

4.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws and these Articles, as they may be amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments and other charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.

(c) To maintain, repair, replace, reconstruct, add to and operate the Common Elements, and other property acquired or leased by the Association.

(d) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors and Unit Owners.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium property and for the health, comfort, safety and welfare of the Unit Owners.

(f) To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declaration.

(g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the rules and regulations for the use of the Condominium Property.

(h) To contract for the management and maintenance of the Condominium Property and to authorize a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including but not limited to the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(i) To employ personnel to perform the services required for the proper operation of the Condominium.

(j) To allocate expenses of the Condominium in the manner contemplated by the By-Laws.

(k) To levy and collect adequate assessments against members of the corporation for the costs of maintenance and operation of the Surface Water or Stormwater Management System. The assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management Systems, including but not limited to work within retention areas, drainage structures and drainage easements.

(l) To operate, maintain, and manage the Surface Water or Stormwater Management System(s) in a manner consistent with the South Florida Water Management District (Permit No. 48-00265-S-32 issued June 19, 2003) requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants which relate to the surface water or stormwater management system.

(m) The right to sue and be sued.

4.3 Condominium Property. All funds and the titles to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members or the Condominium for which the funds and/or properties are held in accordance with the provisions of the Declaration, these Articles and the By-Laws.

4.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency, except in the event of a termination of the Condominium.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act.

## ARTICLE 5

### MEMBERS

5.1 Membership. The members of the Association shall consist of all of the record title owners of Units in the Condominium from time to time, and their successors and assigns.

5.2 Assignment. 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 Unit for which that share is held.

5.3 Voting. On all matters upon which the membership, or any appropriate constituency thereof, shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

5.4 Meetings. The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

## ARTICLE 6

### TERM OF EXISTENCE

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall have perpetual existence. If the Association is dissolved, the surface water management system, property containing the surface water management system and water management portions of common areas shall be conveyed to an agency of local government determined to be acceptable by the South Florida Water Management District. If the local government declines to accept the conveyance, then the surface water management system, property containing the surface water management system, and water management portions of common areas shall be dedicated to a similar non-profit corporation.

ARTICLE 7

INCORPORATOR

The name and address of the incorporator of the Association is as follows:

NAME	ADDRESS
JOHN B. SHOEMAKER	4432 Parkway Commerce Boulevard Orlando, Florida 32808

ARTICLE 8

OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. 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 By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	JOHN B. SHOEMAKER 4432 Parkway Commerce Blvd. Orlando, Florida 32808
Secretary:	SYLVIA LEE 4432 Parkway Commerce Blvd. Orlando, Florida 32808
Treasurer	ODED COHEN 4432 Parkway Commerce Blvd. Orlando, Florida 32808

ARTICLE 9

DIRECTORS

9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors. Directors not appointed by the Developer must be Unit Owners.

9.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by all or appropriate portions of the Unit Owners when such approval is specifically required and except as provided in the Declaration.

9.3 Election; Removal. Directors of the Association shall be elected at their annual meeting of the members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

9.4 Term of Developer's Directors. The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.

9.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, as provided in the By-Laws, are as follows:

JOHN B. SHOEMAKER  
4432 Parkway Commerce Blvd.  
Orlando, Florida 32808

SYLVIA LEE  
4432 Parkway Commerce Blvd.  
Orlando, Florida 32808

ODED COHEN  
4432 Parkway Commerce Blvd.  
Orlando, Florida 32808

#### ARTICLE 10

##### INDEMNIFICATION

10.1 Indemnity. 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 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 finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he 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 he had reasonable cause to believe his conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding 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 which he 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 his conduct was unlawful.

10.2 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 Section 10.1 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.

10.3 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 upon receipt of an undertaking 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 entitled to be indemnified by the Association as authorized in this Article 10.

10.4 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking may be entitled under any by-law, agreement, vote of members 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.

10.5 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 provisions of this Article.

10.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 10 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

#### ARTICLE 11 RIGHTS OF DEVELOPER

Notwithstanding anything contained in these Articles of Incorporation, the Bylaws or the Declaration, M.T.L. DEVELOPMENT COMPANY, a Florida corporation, which is the Developer of the Condominium, shall have full right and authority to manage the affairs of and the exclusive right to elect the directors of the Association (who need not be Owners) until the following shall occur:

A. When fifteen percent (15%) or more of the Units that will be operated ultimately by the Association are conveyed to Owners other than Developer, such Owners (other than Developer) shall be entitled to elect not less than one-third (1/3) of the Board of Directors.

B. Owners other than Developer will be allowed to elect a majority of the members of the Board of Directors and control the Association at whichever of the following times shall first occur (the "Turnover Date"):

1. Three (3) years after Developer has sold fifty (50%) percent of the Units that will be ultimately operated by the Association.

2. Three (3) months after Developer has sold ninety (90%) percent of the Units that will be ultimately operated by the Association.

3. When all of the Units that will ultimately be operated by the Association have been completed and some of them have been sold and none of the others are being offered for sale by Developer in the ordinary course of business.

4. When Developer has sold some of the Units and none of the other Units are held by the Developer for sale in the ordinary course of business; or

5. Seven (7) years after recordation of the Declaration.

C. Developer shall be entitled to effect at least one (1) member of the Board of directors as long as Developer holds at least five percent (5%) of the Units in the Condominium for sale in the ordinary course of business. So long as the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

1. Assessment or Charges of the Developer as an Owner for capital improvements.

2. Any action by the Association that would be detrimental to the sales of Units by the Developer, provided, however, that an increase in Assessments for Common Expenses and/or Charges without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

D. On the turnover Date, the Association shall execute in favor of the Developer a receipt and acknowledgment of all items delivered to the Association by the Developer and a commitment to maintain and operate all systems and equipment within the Condominium Property in accordance with the operating manuals and warranties therefor.

## ARTICLE 12

### BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

## ARTICLE 13

### AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

12.1 Notice and Adoption. Amendments to those Articles shall be proposed by the Board of Directors and, after notice to members within the time and in the manner provided for in Chapters 617 and 718 of the Florida Statutes setting forth the proposed amendment or a summary of the changes to be effected thereby, thereafter shall be submitted to a meeting of the membership of the Association. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of members entitled to vote thereon.



12.2 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Orange County, Florida.

ARTICLE 14

TERMINATION

In the event of termination, dissolution or final liquidation of the corporation, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System shall be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the South Florida Water Management District prior to such termination, dissolution or liquidation.

ARTICLE 15

INITIAL REGISTERED OFFICE; ADDRESS  
AND NAME OF REGISTERED AGENT

The initial registered office of this corporation shall be at 4432 Parkway Commerce Boulevard, Orlando, Florida 32808, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be JOHN B. SHOEMAKER.

IN WITNESS WHEREOF, the incorporator has affixed his signature the day and year set forth below.

\_\_\_\_\_  
JOHN B. SHOEMAKER

STATE OF FLORIDA     )  
COUNTY OF ORANGE    )

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ by JOHN B. SHOEMAKER, who is personally known to me, or who produced N/A as identification, and who did take an oath.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Print Notary Public Name

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE  
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,  
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with the laws of Florida, the following is submitted:

First -- That desiring to organize under the laws of the State of Florida with its principal office, located in the City of Orlando, Orange County, State of Florida, the corporation named in the said articles has named JOHN B. SHOEMAKER, whose office address is 4432 Parkway Commerce Boulevard, Orlando, Florida 32808, as its statutory Registered Agent.

Having been named the statutory agent of said corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

\_\_\_\_\_  
JOHN B. SHOEMAKER  
Registered Agent

DATED this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.