

Division of Corporations

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Florida Department of State

Division of Corporations

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FLORIDA PROFIT/NON PROFIT CORPORATION
PROMENADE AT TRADITION COMMUNITY ASSOCIATION, INC.

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 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
PROMENADE AT TRADITION COMMUNITY ASSOCIATION, INC.
 a Florida not-for-profit corporation

In compliance with the requirements of the Laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned hereby acknowledge:

1. **Name of Corporation.** The name of the corporation is PROMENADE AT TRADITION COMMUNITY ASSOCIATION, INC. ("Association").

2. **Principal Office.** The principal office of Association is at: 825 Coral Ridge Drive, Coral Springs, Florida 33071 or such other location as designated by the Board of Directors of the Association.

3. **Registered Office - Registered Agent.** The street address of the Registered Office of Association is 825 Coral Ridge Drive, Coral Springs, Florida 33071. The name of the Registered Agent of Association is STEPHEN MARGOLIS.

4. **Definitions.** A declaration entitled Declaration of Restrictions and Covenants for Promenade at Tradition (the "Declaration") will be recorded among the Public Records of Saint Lucie County, Florida, and shall govern all of the operations of a community to be known as Promenade at Tradition. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. **Purpose of Association.** Association is formed to: (a) provide for the ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon, including without limitation the Surface Water Management System; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of Association and the Owners; and (d) promote the health, safety and welfare of the Owners.

6. **Not for Profit.** Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members, Board of Directors or officers.

7. **Powers of Association.** Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1 To perform all of the duties and obligations of Association set forth in the Declaration, these Articles, and the By-Laws.

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration, these Articles, and the By-Laws and the rules, regulations, covenants, restrictions and/or agreements governing or binding Association.

7.3 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments payable pursuant to the terms of the Declaration, these Articles, and the By-Laws.

7.4 To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the Common Areas or other property of Association, and establish reserves for deferred maintenance or capital expenditures.

7.5 To acquire (by gift, purchase, or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including but not limited to the Common Areas) in connection with the functions of Association except as limited by the Declaration.

7.6 To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

7.7 To operate and maintain the Surface Water Management System in accordance with any and all permits for such system.

7.8 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of, the Common Areas to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines subject only to the requirements in the Declaration, if any.

7.9 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

7.10 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing Association, the Common Areas, Parcels and Homes as provided in the Declaration and to effectuate all of the purposes for which Association is organized.

7.11 To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise.

7.12 To employ personnel and retain independent contractors to contract for management of Association and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Association.

7.13 To contract for services to be provided to, or for the benefit of, Association, Owners, and the Common Areas as provided in the Declaration such as, but not limited to, Telecommunication Services, maintenance, garbage pick-up, utility services, and services necessary to maintain the Surface Water Management System.

7.14 To establish committees and delegate certain of its functions to those committees.

or having been a Director or Officer of Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

17. **Director Transactions.** No contract or transaction between Association and one (1) or more of its Directors or Officers or Developer, or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

IN WITNESS WHEREOF, the Incorporator has hereto affixed his signature Stephen Margolis this 1 day of March, 2006.

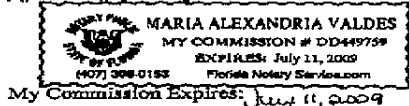
STEPHEN MARGOLIS

STATE OF FLORIDA

COUNTY OF BROWARD

} ss:

The foregoing instrument was acknowledged before me this 1 day of March, 2006, by STEPHEN MARGOLIS, who is personally known to me or ☐ who has produced _____ as identification



My Commission Expires: July 11, 2009

Maria Alexandria Valdes
Notary Public, State of Florida

Print name: MARIA ALEXANDRIA VALDES

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-named corporation at the place designated in this Certificate, hereby agrees to act in this capacity, is familiar with, and accepts the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of his duties.

Dated this 1 day of March, 2006.

STEPHEN MARGOLIS