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08 SEP 22 PM 12:16**AMENDED AND RESTATED
ARTICLES OF INCORPORATION****OF****COBBLESTONE AT PEMBROKE CONDOMINIUM ASSOCIATION, INC.****A Corporation Not For Profit**

Pursuant to the provisions of Sections 617.1006 and 617.1007 of the Florida Not For Profit Corporation Act, **COBBLESTONE AT PEMBROKE CONDOMINIUM ASSOCIATION, INC.** a not-for-profit Florida corporation (the "Condominium Association"), in accordance with actions adopted by of the Directors of the Condominium Association by unanimous consent as of June 6, 2008; there being no members entitled to vote on the proposed amendments contained herein, hereby adopts the following amendments to its Articles of Incorporation and restates its Articles in their entirety.

ARTICLE I**NAME AND PLACE OF BUSINESS**

The name of the Condominium Association shall be **COBBLESTONE AT PEMBROKE CONDOMINIUM ASSOCIATION, INC.** and the principal place of business shall be 9900 S.W. 107th Avenue, Miami, Florida 33176.

ARTICLE II**PURPOSES**

The objects and purposes of the Condominium Association are those objects and purposes as are authorized by the Declaration of Condominium for Cobblestone recorded (or to be recorded) in the Public Records of Broward County, Florida, as hereafter amended and/or supplemented from time to time (the "Condominium Declaration," capitalized terms used but not otherwise defined herein will have the meaning set forth in the Condominium Declaration) and the Florida Condominium Act (the "Act"). The further objects and purposes of the Condominium Association are to preserve the values and amenities in the Condominium Property and to maintain the Common Elements thereof for the benefit of the Members of the Condominium Association. The Condominium Association shall be conducted as a not-for-profit organization for the benefit of the Members.

ARTICLE III**POWERS**

The Condominium Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles, the Condominium Declaration and/or the Act. The Condominium Association shall also have all of the powers necessary powers to provide for the general health and welfare of the Members and to implement the purposes of the Condominium Association as set forth in the Condominium Documents, including, without limitation, the following:

A. Management. The Condominium Association shall have the power to contract for the management of the Condominium and, in connection therewith, to delegate to the party with whom such contract has been entered into (which may be an affiliate of the Developer), the powers and duties of the Condominium Association, except those which require specific approval of the Board of Directors or Members.

B. Rules and Regulations. Make and establish reasonable Rules and Regulations governing the use of the Condominium Property.

C. Assessments. Levy and collect Assessments against Members to defray the cost of performing its duties under the Condominium Declaration.

D. Maintenance. Maintain, repair, replace, operate and manage the Condominium Property, including the right to reconstruct improvements after casualty and further to improve and add to the Condominium Property.

E. Enforcement. Enforce the provisions of these Articles, the Condominium Declaration, the Bylaws, and all Rules and Regulations governing use of the Condominium Property which may from time to time be established.

F. Other Rights and Duties. Exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Condominium Association in the Condominium Declaration or by applicable law.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

The qualification of members, the manner of their admission to and termination of membership, and voting by members shall be as follows:

A. The record Owners (as defined in the Declaration) of all Condominium Units in the Condominium from time to time shall be members of the Condominium Association, and no other persons or entities shall be entitled to membership, except as provided for in Paragraph E, Article IV hereof.

B. The Owner of each Condominium Unit shall become a member of the Condominium Association automatically upon and simultaneously with receipt of a deed or other conveyance of record evidencing the transfer of legal title to a Condominium Unit from Developer, or in the case of a conveyance by a grantee or remote grantee of Developer, upon receipt of a deed or other conveyance of record evidencing the transfer of legal title to a Condominium Unit in accordance with the provisions of Article 11 of the Condominium Declaration. Membership in the Condominium Association may not be transferred separate and apart from a conveyance of the Condominium Unit. Membership in the Condominium Association shall terminate upon conveyance or transfer of the Condominium Unit, whether voluntary or involuntary, provided, that nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two or more Condominium Units at any time while such person or entity shall retain fee title to or a fee ownership interest in any Condominium Unit.

C. The interest of a member in the funds and assets of the Condominium Association cannot be assigned, hypothecated, transferred or encumbered in any manner, except as an appurtenance to the Condominium Unit(s) owned by such member. The funds and assets of the Condominium Association shall be expended, held or used only for the benefit of the membership and for the purposes authorized herein, in the Condominium Declaration, and in the Bylaws.

D. On all matters on which the membership shall be entitled to vote, there shall be one vote appurtenant to each Condominium Unit. If an Owner owns more than one (1) Condominium Unit, the Owner shall be entitled to one (1) vote for each Condominium Unit owned.

E. Until such time as the Condominium is established by recordation of the Condominium Declaration, the membership of the Condominium Association shall be comprised of the subscribers to these Articles, each of whom shall be entitled to cast a vote on all matters upon which the membership would be entitled to vote.

ARTICLE V**CORPORATE EXISTENCE**

The Condominium Association shall have perpetual existence; provided that if it is dissolved, its assets shall be conveyed to another association or public agency having a similar purpose.

ARTICLE VI**COMMUNITY ASSOCIATION**

The Condominium Property is part of the Community and is subject to the terms, provisions, covenants, rules, restrictions, limitations, easements and other rights, duties, obligations and interests set forth in, or created by, the Community Declaration. Each Owner is automatically a member of the Community Association upon acceptance of a deed or other conveyance of a Condominium Unit and will have a vote in the affairs of the Community Association in the manner described in the Articles and Bylaws of the Community Association.

ARTICLE VII**OFFICERS**

Section 7.1 Management. The affairs of the Condominium Association shall be managed by the President of the Condominium Association, assisted by the Vice President(s), Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers (collectively, the "Officers"), subject to the direction of the Board of Directors. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Condominium Property and the affairs of the Condominium Association, and any and all such person(s) and/or entity(ies) may be so employed without regard to whether such person or entity is a Member of the Condominium Association or a Director of Officer of the Condominium Association, as the case may be.

Section 7.2 Election and Appointment of Officers. The Officers of the Condominium Association, in accordance with any applicable provision of the Bylaws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The Bylaws may provide for the method of voting in the election for, and the removal from office of, Officers, and the filling of vacancies and duties of the Officers. The President shall be a Director, but no other Officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 7.3 Officers. The Officers of the Condominium Association, who shall hold office until their successors are selected and have qualified as set forth under these Articles, the Bylaws and/or applicable provisions of the laws of Florida, are as follows:

President	Diana Ibarra
Vice President/Assistant Secretary	Michael Debock
Secretary/Treasurer	Kimberly C. Messer

ARTICLE VIII

BOARD OF DIRECTORS

Section 8.1 Number of Directors. The property, business and affairs of the Condominium Association shall be managed by a Board of Directors. The number of Directors on the first Board of Directors shall be five (5). The number of Directors on any succeeding Board of Directors shall also be five (5) unless otherwise provided in the Bylaws. A majority of the Board of Directors shall constitute a quorum for the transaction of business. All Directors must be Members of the Condominium Association and reside in the Condominium Property or such Directors may be authorized representatives, officers, or employees of corporate Members of the Condominium Association or designees of the Developer.

Section 8.2 Election of Board of Directors. When (but not before) Owners, other than Developer, own at least fifteen percent (15%) of the Condominium Units that will be operated ultimately by the Condominium Association, the Owners, other than Developer, shall be entitled to elect, as a group and in a manner to be provided in the Bylaws, one-third (1/3) of the members of the Board of Directors. Owners, other than Developer, shall be entitled to elect, as a group and in a manner to be provided in the Bylaws, a majority of the members of the Board of Directors upon the Turnover Date. Developer shall have the right to elect all members of the Board of Directors of the Condominium Association which Owners, other than Developer, are not entitled to elect. Following the Turnover, the Developer may exercise the right to vote in elections for members of the Board of Directors of the Condominium Association in the same manner as any other Owner, except for the purpose of reacquiring control of the Condominium Association or selecting a majority of the members of the Board of Directors.

Notwithstanding the foregoing, in order to comply with the requirements of the FHA/HUD Regulations for an "approved" condominium, if the Turnover has not occurred on or before: (i) four months after 75 percent of the Units that will be operated ultimately by the Condominium Association have been conveyed to purchasers; or (ii) five years after the first Unit is conveyed (collectively, the "**FHA Turnover Events**"), then the Turnover Date will be upon the occurrence of the earlier of the FHA Turnover Events.

Section 8.3 Duration of Office. A Director designated by the Developer may be removed only by the Developer in its sole discretion and without any need for a meeting or vote. Except as set forth herein, in the Bylaws or pursuant to applicable law, Members elected to the Board of Directors shall hold office until the next succeeding Annual Member's Meeting, and thereafter until qualified successors are duly elected and have taken office.

Section 8.4 Vacancies. The Developer shall have the unqualified right to name a successor for any vacancy as to a Director designated, or entitled to be designated, by it, and the Developer shall notify the Board of Directors as to the name of the successor Director and of the commencement date for the term of such successor Director. If a Director elected by the general membership shall for any reason cease to be a Director, the remaining Directors so elected may elect a successor to fill the vacancy for the balance of the term.

Section 8.5 Board of Directors. The names and addresses of the Persons appointed to the first Board of Directors by the Developer, who shall hold office until their successors are selected and have qualified as set forth under these Articles, the Bylaws and/or applicable provisions of the laws of Florida, are as follows:

Diana Ibarria	9900 S.W. 107th Avenue Miami, Florida 33176
Michael Debock	9900 S.W. 107th Avenue Miami, Florida 33176
Kimberly C. Messer	9900 S.W. 107th Avenue Miami, Florida 33176

Janette Tavel

9900 S.W. 107th Avenue
Miami, Florida 33176

Claudia Feldman

9900 S.W. 107th Avenue
Miami, Florida 33176**ARTICLE IX****BYLAWS**

The Board of Directors shall adopt Bylaws consistent with these Articles. Such Bylaws may be altered, amended or repealed in the manner set forth in the Bylaws.

ARTICLE X**AMENDMENTS AND PRIORITY**

Section 10.1 Amendment. Prior to the Turnover Date, the Developer shall have the right to amend, change, delete or add to these Articles at any time and from time to time as it deems appropriate, without the binder or consent of any Person whatsoever so long as the same does not materially and adversely affect the rights of Owners or Institutional First Mortgagees. The Developer's right to amend under this provision is to be construed as broadly as possible. In the event that the Condominium Association shall desire to amend these Articles prior to the Turnover Date, the Condominium Association must first obtain the Developer's prior written consent to any proposed amendment. After the Turnover Date, an amendment to these Amended and Restated Articles of Incorporation may be proposed by the Board of Directors of the Condominium Association acting upon a vote of the majority of the Directors, or by Owners of a majority of the Condominium Units, whether meeting as member or by instrument in writing signed by them. Upon any amendment or amendments to these Amended and Restated Articles of Incorporation being proposed by the Board of Directors or Members, such proposed amendment or amendments shall be transmitted to the President of the Condominium Association, or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members of the Condominium Association for a date not sooner than fourteen (14) days or later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each Member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be given in the same manner as notice of the call of a special meeting of the Members as the procedure for giving such notice is described in the Bylaws; provided, that proposed amendments to these Amended and Restated Articles of Incorporation may be considered and voted upon at Annual Meeting of the Members. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Condominium Association, with postage thereon prepaid. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver when filed in the records of the Condominium Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. At such meeting the amendment or amendments proposed must be approved by the affirmative vote of Owners of at least seventy-five percent (75%) of the Condominium Units which are represented in person or by proxy as allowed by applicable law at any meeting at which a quorum is present in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Amended and Restated Articles of Incorporation shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment of these Amended and Restated Articles of Incorporation shall be recorded in the Public Records of the County, within thirty (30) days from the date on which the same is filed in the office of the Secretary of State. Notwithstanding the foregoing provisions of this Article X, no amendment to these Amended and Restated Articles of Incorporation which shall abridge, amend or alter the right of Developer to designate and select members of the Board of Directors of the Condominium Association, as provided in Article VIII hereof, may be adopted or become effective without the prior written consent of Developer.

Section 10.2. Priority. In case of any conflict between these Articles and the Bylaws, these Articles shall control; and in case of any conflict between these Articles and the Condominium Declaration, the Condominium Declaration shall control.

ARTICLE XI

INDEMNIFICATION

Section 11.1 Indemnification. The Condominium 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 Condominium Association, against all 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) it is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or that he acted in a manner he believed to be not in or opposed to the best interest of the Condominium 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 further 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, in and of itself, create a presumption that the person did not act in good faith or did act in a manner which he believed to be in or opposed to the best interest of the Condominium Association, and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

Section 11.2 Expenses. To the extent that a Director, Officer, employee or agent of the Condominium Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 11.1 of this Article XI or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually incurred by him in connection therewith.

Section 11.3 Cumulative. 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 bylaw, agreement, vote of Members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be Director, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 11.4 Insurance. The Condominium 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 Condominium Association, or is or was serving at the request of the Condominium 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 Condominium Association would have the power to indemnify him against such liability under the provisions of this Article.

Section 11.5 No Amendment. The provisions of this Article XI shall not be amended.

ARTICLE XII

REGISTERED AGENT

Until changed, Carlos A. Triay Professional Association, shall be the registered agent of the Condominium Association and the registered office shall be at 2301 N.W. 87th Avenue, Suite 501, Doral, Florida 33172.

IN WITNESS WHEREOF, the directors hereto have hereunto set their hands and seals this 31st
day of _____, 2008.


Diana Ibarria


Kimberly C. Messer


Michael Debock


Janelle Tavel


Claudia Feldman

STATE OF FLORIDA)

) SS.:

COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared Diana Ibarria, Michael Debock, Kimberly C. Messer, Janelle Tavel and Claudia Feldman, who, being by me first duly sworn on oath, acknowledged that they executed the foregoing Amended and Restated Articles of Incorporation for the purposes therein expressed, this 31st day of September, 2008; and they are personally known to me.

