

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE ARTICLES OF INCORPORATION.
FOR PRESENT TEXT SEE EXISTING ARTICLES OF INCORPORATION.

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
THE STRAND MASTER PROPERTY OWNERS ASSOCIATION, INC.**

Pursuant to Section 617.1007, Florida Statutes, these Articles of Incorporation of The Strand Master Property Owners Association, Inc., a Florida corporation not for profit, which was originally incorporated under the name Pelican Strand Master Property Owners Association, Inc. on February 28, 1997, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.1002, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments, adopted pursuant to Section 617.1002, Florida Statutes, and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of The Strand Master Property Owners Association, Inc., shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation is The Strand Master Property Owners Association, Inc., sometimes hereinafter referred to as the "Master Association".

ARTICLE II

PRINCIPAL OFFICE: The principal office of the corporation shall be at as listed with the Florida Department of State Division of Corporations, unless otherwise changed by the Board.

ARTICLE III

PURPOSE AND POWERS: This Master Association will not permit pecuniary gain or profit nor distribution of its income to its Members, officers or Directors. It is a nonprofit corporation formed for the purpose of establishing a corporate residential homeowners' association which, subject to a Declaration of Covenants, Conditions, Restrictions and Easements originally recorded in the Public Records of Collier County, Florida, at O.R. Book 2292 at Page 1637 et seq., and as amended, has the powers described herein. The Master Association shall have all of the common law and statutory powers of a Florida corporation not for profit consistent with these Articles, the

EXHIBIT "B"

Bylaws of the corporation, and with said Declaration and shall have all of the powers and authority reasonably necessary or appropriate for the operation and regulation of a residential community, subject to said recorded Declaration, as it may from time to time be amended, including but not limited to the power:

- (A) to fix, levy, collect and enforce payment by any lawful means all charges, Assessments, or liens pursuant to the terms of the Master Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all license fees, taxes or governmental charges levied or imposed against the Property or the corporation;
- (B) to adopt and amend administrative Rules and Regulations governing the use, maintenance, management and control of the Common Areas, Neighborhoods, the Parcels and the operation of the Master Association, and to among other remedies, set and impose fines as may be necessary to enforce compliance with Rules and Regulations that are adopted by The Master Association Board of Directors and with the Covenants, Conditions, Restrictions and Easements
- (C) to sue and be sued, and to enforce the provisions of the Master Declaration, the Articles, the Bylaws and the reasonable Rules of the Master Association;
- (D) to contract for the management and maintenance of the Common Areas and to delegate any powers and duties of the Master Association in connection therewith except such as are specifically required by the Master Declaration to be exercised by the Board or the membership of the Association;
- (E) to employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the properties;
- (F) to dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless first approved by two-thirds (2/3rds) of the voting interests present and voting in person or by proxy at a duly called meeting of the Neighborhood Representatives.
- (G) to borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred if first approved by Board;
- (H) to maintain, repair, replace and provide insurance for the Common Areas;
- (I) to acquire, (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the corporation;
- (J) to grant, rescind, modify or move easements.

(K) to exercise any and all powers, rights and privileges which a corporation organized under Chapters 617 and 720 of Florida Statutes may now or hereafter have or exercise; subject always to the Master Declaration as amended from time to time.

All funds and the title to all property acquired by the Master Association shall be held for the benefit of the members in accordance with the provisions of the Master Declaration, these Articles of Incorporation and the Bylaws.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS: Membership and voting rights shall be as set forth in the Bylaws of the Master Association.

ARTICLE V

TERM; DISSOLUTION: The term of the Master Association shall be perpetual. The Master Association may be dissolved with the consent given in writing and signed by not less than two-thirds (2/3rds) of total voting interests of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, its assets, both real and personal, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Master Association was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization which is devoted to purposes similar to those of this Master Association.

ARTICLE VI

BYLAWS: The Bylaws of the Master Association may be altered, amended or rescinded in the manner provided therein.

ARTICLE VII

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

(A) Proposal. Amendments to these Articles may be proposed by a majority of the Master Board of Directors or upon a petition of twenty-five percent (25%) of the voting interests as represented by the Neighborhood Representatives at any regular or specially called meeting of the Neighborhood Representatives and shall be submitted to a vote of the Neighborhood Representatives not later than the next annual meeting.

(B) Vote Required: Except as otherwise required by Florida law or as provided elsewhere in these Articles, these Articles may be amended if the proposed amendment is approved by the

affirmative vote of the Neighborhood Representatives representing at least two thirds (2/3rds) of the voting interests who are present and voting, in person or by proxy, at a duly called meeting of the Neighborhood Representatives; provided, however that at least a majority of the total Voting Interests must be present and voting, in person or by proxy, in order to conduct a vote under this Section (B).

(C) Effective Date: An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Collier County, Florida with the same formalities as are required in the Master Declaration for recording amendments to the Master Declaration.

ARTICLE VIII

DIRECTORS AND OFFICERS:

(A) The affairs of the Master Association will be administered by a Board consisting of the seven (7) number of Directors as set forth in the Bylaws.

(B) Directors of the Master Association shall be elected by the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws.

(C) The business of the Master Association shall be conducted by the members of the Board of Directors and its officers designated in the Bylaws. The officers shall be elected by the Board at its first meeting following the annual meeting of the members of the Master Association and shall serve at the pleasure of the Board of Directors.

ARTICLE IX

INDEMNIFICATION.

(A) Indemnity. The Master Association shall indemnify any officer, Director, or committee member 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, officer, or committee member of the Master Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) 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 (ii) 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 Master Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Master Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, Directors, and committee members as permitted by Florida law.

(B) Defense. To the extent that a Director, officer, or committee member of the Master Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section (A) above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

(C) 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 on behalf of the affected Director, officer, or committee member. The Director, officer or committee member shall repay such amount if it shall ultimately be determined that said Director, officer or committee member is not entitled to be indemnified by the Association as authorized by this Article IX.

(D) Miscellaneous. The indemnification provided by this Article IX 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, and shall continue as to a person who has ceased to be a Director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

(E) Insurance. The Master Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, committee member, employee, or agent of the Master Association, or 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 Master Association would have the power to indemnify him or her against such liability under the provisions of this Article.

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