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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

*Amended
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TL*

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OF COUNSEL
THOMAS K. GALLAGHER
W. MARTIN BONAN, LLC

March 1, 2011

Secretary of State
Division of Corporations
Department of State
Post Office Box 6327
Tallahassee, Florida 32301

RE: Sunset Cove Condominium Association, Inc.

Dear Sir or Madam:

Enclosed for filing are Amended and Restated Articles of Incorporation for the above referenced Association, along with a photocopy to be date stamped and returned to this office in the postpaid envelope enclosed for your convenience. A check in the amount of \$35.00 for your fee is also enclosed.

Thank you for your assistance in this matter and should you have any questions, please do not hesitate to call.

Sincerely,



Elizabeth P. Bonan, Esq.

EPB/kmr

enclosures

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**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SUNSET COVE CONDOMINIUM ASSOCIATION, INC.**

APPROVED
AND
FILED
11 MAR -3 PM 1:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The purpose of this Amended and Restated Articles of Incorporation is to continue the purposes of the Articles of Incorporation as originally filed with the Department of State on March 25, 1980.

**ARTICLE I
NAME**

The name of the corporation will be SUNSET COVE CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation will be referred to in this instrument as the Association; these Articles of Incorporation as Articles, and the By-Laws of the Association as By-Laws.

**ARTICLE II
PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to Section 718.111, Florida Statutes, for the operation of SUNSET COVE, A CONDOMINIUM, which includes thirty-two (32) residential condominium units developed upon the following described lands in Martin County, Florida:

Start at the Point of Intersection, as shown on RIVERSIDE PARK, Plat Book 4, Page 98, Public Records of St. Lucie (now Martin) County, Florida, of the Westerly extension of the Northerly Right of Way Line of Oleander Avenue with the Westerly Right of Way Line of Riverside (now North River) Drive; thence run N 3°09'13" E, along said Westerly Right of Way line of Riverside (now North River) Drive, a distance of 126.50 feet to the POINT OF BEGINNING; thence run N 3°09'13" E a distance of 244.50 feet; thence run N 78°48'47" W a distance of 240.39 feet; thence run S 60°46'13" W a distance of 145.81 feet; thence run S 48°22'32" W a distance of 168 feet, more or less, to the waters of the St. Lucie River; thence meander said waters Southeasterly a distance of 185 feet, more or less, to the Point of Intersection with a line bearing S 85°11'40" W from the POINT OF BEGINNING; thence run N 85°11'40" E a distance of 358.85 feet to the POINT OF BEGINNING.

ARTICLE III

POWERS

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

3.1 General. The Association will 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 terms of these Articles.

3.2 Enumerated. The Association will have all of the powers and duties set forth in the Condominium Act, except as limited by these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration of Condominium, as they may be amended from time to time, including but not limited to the following:

a. To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the condominium and to assess reasonable late charges and interest against unit owners delinquent in the payment of assessments and maintenance payments.

b. To use the proceeds of assessments and charges in the exercise of its powers and duties.

c. To buy or lease both real and personal property for condominium use, and to sell or otherwise dispose of property so acquired.

d. To maintain, repair, replace and operate the condominium property and property acquired or leased by the Association for use by unit owners.

e. To purchase insurance upon the condominium properties; and insurance for the protection of the Association and its members as unit owners.

f. To reconstruct and repair improvements after casualty and to further improve the condominium properties.

g. To make and amend reasonable regulations respecting the use and appearance of the condominium properties.

h. To approve or disapprove the transfer, mortgage, ownership and leasing of condominium units, as may be provided by the Declaration of Condominium and the By-Laws.

i. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the Regulations for the use of the condominium properties.

j. To contract for the management and operation of the condominium and to delegate to the contractor all powers and duties of the Association, except those that are specifically required by the Declaration of Condominium to have approval of the Board of Directors or of the Membership of the Association.

k. To lease, or otherwise contract for the management and operation of, such portions of the common elements as are susceptible to separate management or operation.

l. To employ personnel to perform the services required for the proper management and operation of the condominium.

3.3 Association Funds, Properties and Distribution of Income. All funds, except such portions thereof as are expended for the common expenses of the condominium, and the titles of all properties acquired by the Association, and the proceeds thereof, shall be held in trust for the members of the Association in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws. The Association shall make no distribution of income to its members, directors or officers.

3.4 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

ARTICLE IV **MEMBERS**

4.1 Membership. The members of the Association shall consist of all of the record owners of units in the condominium, and after termination of the condominium shall consist of those who are members at the time of the termination and their successors and assigns.

4.2 Evidence of Change of Membership. Change of Membership in the Association shall be established by the recording in the Public Records of Martin County, Florida, of a deed or other instrument transferring ownership of the unit; provided, that the approval of the Association, when required for such a transfer, has been obtained.

4.3 Assignment of Share in Association Funds. 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 condominium unit for which that share is held.

4.4 Voting. A member of the Association shall be entitled to one vote for each unit owned by him. In the event that more than one person owns a particular unit, the owners thereof shall be entitled to cast one singular vote appurtenant to said unit.

ARTICLE V **DIRECTORS**

5.1 Number and Qualification. The affairs of the Association shall be managed by a board consisting of the number of directors determined by the By-Laws, but not less than three directors, and in the absence of such determination shall consist of three directors. Directors must be members of the Association.

5.2 Duties and Powers. All of the duties and powers of the Association existing under the Condominium Act, Declaration of Condominium, these Articles and By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to the approval by unit owners when that is specifically required.

5.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by 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.

5.4 Terms of Directors. The Directors shall be elected for terms as determined by the By-Laws.

ARTICLE VI **OFFICERS**

The affairs of the Association shall be administered by the officers designated in the By-Laws. Said officers shall be elected by the Board of Directors 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.

ARTICLE VII **INDEMNIFICATION**

Every director and officer of the Association, and every member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association or by reason of his serving or having served the Association at its request, whether or not he is a director or officer or is serving at the time the expenses or liabilities are incurred; provided that in the event of a settlement before entry of judgment, and also when the

person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification shall apply only when the Board of Directors approves the settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which that person may be entitled.

ARTICLE VIII **BY-LAWS**

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

ARTICLE IX **CONDOMINIUM LOAN REGIMES**

The following provisions as to the Condominium organization and operation are included, pursuant to Section 3.207 of the Federal Home Loan Mortgage Corporation (FHLMC) Regulations, so that mortgage loans on condominium units will be eligible for purchase by FHLMC:

9.1 Condominium dues and charges shall include an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis, and shall be payable in regular monthly installments rather than by special assessments.

9.2 All taxes, assessments and charges which may become liens prior to their first mortgage under local law shall relate only to the individual condominium units and not to the condominium project as a whole.

9.3 All amenities (such as parking, recreation, and service areas) are a part of the condominium regime and are covered by the mortgage at least to the same extent as are general common elements. All such amenities are fully installed, completed and in operation for use by unit owners. If such amenities are not common or special elements under the condominium regime, but are part of a Planned Unit Development of which the condominium project is a part, such an arrangement is acceptable provided that the warranties applicable to Planned Unit Development units are also satisfied, or waivers obtained.

9.4 The Condominium Owners Association shall agree to give FHLMC notice (c/o Servicer at Servicer's Address) in writing of any loss to, or taking of, the common elements of the condominium project if such loss or taking exceeds \$10,000.00.

9.5 If the condominium is on a leasehold estate, the condominium unit lease must be a lease of the fee and the provisions of the condominium unit lease must comply with the requirements of FHLMC Sellers' Guide applicable to Multifamily Mortgage Leaseholds (Part III, Section 3.207). In addition, such lease may not contain

any provision providing for an increase (or increases) in the ground rent (lease payment) earlier than ten (10) years after the maturity date of a Note and mortgage on a condominium unit.

ARTICLE X AMENDMENTS

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

10.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

10.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by twenty-five (25%) percent of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided:

a. Such approvals must be by not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

b. By not less than 85% of the votes of the entire membership of the Association.

10.3 Limitation. Provided, however, that no amendment shall make any changes in the qualifications for membership nor in the voting rights of members, without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium properties. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

10.4 Recording. A copy of each amendment shall be accepted and certified by the Secretary of State, and shall be recorded in the public records of Martin County, Florida.

ARTICLE XI TERM

The term of the Association will be perpetual.

These Amended and Restated Articles of Incorporation for Sunset Cove Condominium Association, Inc. were approved by seventy-five percent (75%) of the

Board of Directors at their meeting held on October 19, 2010 and seventy-five percent (75%) of the Members, which vote was sufficient for approval on February 1, 2011.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name, by its President and Secretary, and its corporate seal affixed on this 21st day of February, 2011.

WITNESSES AS TO PRESIDENT:

SUNSET COVE CONDOMINIUM ASSOCIATION, INC.

Marilyn Tagliaferro
Printed Name: MARILYN TAGLIAFERRO

By: Roger F. Sherman
Roger F. Sherman President

Jerald B. Zalk
Printed Name: Jerald B. Zalk

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was acknowledged before me on Feb 21, 2011, by Roger F. Sherman as President of Sunset Cove Condominium Association, Inc. [☒] who is personally known to me, or [☐] who has produced identification [Type of Identification: _____].

Notarial Seal



JERALD B. ZALKEN
MY COMMISSION # DD 630666
EXPIRES: April 28, 2011
Bonded Thru Budget Notary Services

Jerald B. Zalk
Notary Public

WITNESSES AS TO SECRETARY:

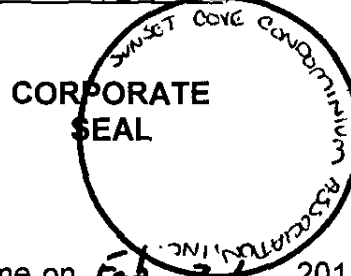
SUNSET COVE CONDOMINIUM ASSOCIATION, INC.

Marilyn Tagliaferro
Printed Name: MARILYN TAGLIAFERRO

By: Janet E. Duran
Janet E. Duran Secretary

Jerald B. Zalk
Printed Name: Jerald B. Zalk

STATE OF FLORIDA
COUNTY OF Martin



The foregoing instrument was acknowledged before me on Feb 21, 2011, by Janet E. Duran, as Secretary of Sunset Cove Condominium Association, Inc. [☐] who is personally known to me, or [☐] who has produced identification [Type of Identification: _____].

Notarial Seal



JERALD B. ZALKEN
MY COMMISSION # DD 630666
EXPIRES: April 28, 2011
Bonded Thru Budget Notary Services

Jerald B. Zalk
Notary Public