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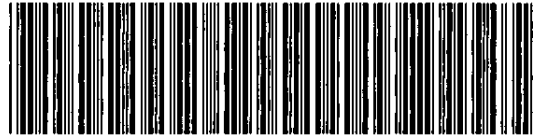
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MRS
3/2/12

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February 29, 2012

Via UPS

Department of State
New Filing Section
Division of Corporations
2661 Executive Center Drive
Clifton Building
Tallahassee, FL 32301

Re: 342 TONEY PENNA CONDOMINIUM OWNERS ASSOCIATION, INC.

Dear Sirs:

Enclosed please find an original and two copies of the articles of incorporation the above described proposed not for profit corporation. Please accept same for filing.

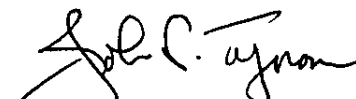
Also enclosed is my check for \$78.75 sent in payment for the filing fees for the articles, the registered agent fee and one certified copy.

The email address where this corporation can be reached in the future for annual report notification is: Tom@WJTWFM.COM

Please mail the copies and receipt for payment to me as noted on my letterhead above.

Thanks for your help.

Very truly yours,


JOHN P. TYNAN

JPT:er
Encs.

FILED

This instrument was prepared by
JOHN P. TYNAN, Attorney
5589 Kosteli Place, Sarasota, FL 34238

12 MAR -1 PM 1:06

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION OF
342 TONEY PENNA CONDOMINIUM OWNERS ASSOCIATION, INC.

The undersigned incorporator, for the purposes of forming a not for profit corporation under the laws of the state of Florida, hereby adopts the following articles of incorporation:

Article I - NAME AND ADDRESS. The name of this corporation is: 342 TONEY PENNA CONDOMINIUM OWNERS ASSOCIATION, INC. The principal address of the Corporation is 342 Toney Penna Drive, Jupiter, Florida 33458. For convenience, the Corporation shall be referred to in this instrument as the "Association," the Declaration of Condominium as the "Declaration," these Articles of incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

Article II - Purpose. The purpose for which the Association is organized is to provide an entity under the Florida Condominium Act as it exists on the date hereof (the "Act") for the operation of that certain condominium located in Palm Beach County, Florida, and known as:
342 TONEY PENNA, A CONDOMINIUM.

Article III - DEFINITIONS. The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration, unless herein provided to the contrary or unless the context otherwise requires.

Article IV - 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 not for profit corporation under the laws of the state of Florida that are not in conflict with the provisions of these Articles, the Declaration, the Bylaws, or the Act.
- 4.2 Enumeration. The Association shall have the powers set forth in the Act except as limited by these Articles, the Bylaws, and the Declaration (to the extent that they are not in conflict with the Act) and all of the powers reasonably necessary to operate the Condominium under the Declaration and as more particularly described in the Bylaws, 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 as may be necessary or convenient in the administration of the Condominiums or Association Property.
 - (c) To maintain, repair, replace, reconstruct, add to, and operate the Condominium

Property, 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 as provided in the Bylaws.
 - (f) To approve or disapprove the leasing, transfer of ownership, and occupancy to the extent authorized by the Declaration.
 - (g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, and the Rules and Regulations.
 - (h) To contract for the management and maintenance of the Condominium Property and to authorize a management agent (which 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 using funds made available by the Association. 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 levy of assessments, promulgation of rules, and execution of contracts on behalf of the Association and to elect to self-manage the Association if they so choose.
 - (I) To employ personnel to perform the services required for the proper operation, maintenance, conservation, and use of the Condominium.
 - (j) To borrow money, pledge the assets of the Association as security for the borrowed funds, and execute evidence of indebtedness.
- 4.3 Condominium Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of members in accordance with the provisions of the Declaration, these Articles and the Bylaws.
- 4.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its members, Directors, or Officers. However, the assets of the Corporation may be distributed to its members, in connection with the termination of the Condominium and the dissolution of the Association, as provided by the Declaration. This provision shall not apply to the distribution of insurance proceeds as provided in the Declaration, nor the distribution of proceeds affiliated with termination or condemnation, as provided in the Declaration and the Act.
- 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 Bylaws, and the Act,

provided that, in the event of conflict, the provisions of the Act shall control over those of the Declaration and Bylaws.

Article V - Members.

- 5.1 Membership. The members of the Association shall consist of all of the record title Owners of the Units in the Condominium from time to time, and, after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their successors and assigns. New members shall deliver a true copy of the recorded deed or other instrument of acquisition of title to the Association.
- 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 on which the membership 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 Bylaws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned. Those Members whose voting rights are suspended pursuant to the terms of the Condominium Documents and/or Florida Law shall not be entitled to cast the vote assigned to the Unit for which the suspension was levied during the period of suspension.
- 5.4 Meetings. The Bylaws shall provide for an annual meeting of members, and may provide for regular and special meetings of members other than the annual meeting.

Article VI - TERM OF EXISTENCE. The Association shall have perpetual existence.

Article VII - Incorporator. The name and address of the incorporator of this Corporation is TONEY PENNA DRIVE ASSOCIATES, INC., whose address is 342 Toney Penna Drive, #1, Jupiter, Florida 33458.

Article VIII - OFFICERS. The affairs of the Association shall be administered by the Officers holding the offices designated by the Bylaws. The Officers shall be appointed 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 Bylaws may provide for the removal from the office of Officers, for filling vacancies, and for the duties and qualifications 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:

Office	Name	Residence
President	<u>THOMAS BOYHAN</u>	<u>342 Toney Penna Dr., Jupiter, FL 33458</u>
Secretary		
Treasurer	<u>ROBERT DUPLESSIS</u>	<u>342 Toney Penna Dr., Jupiter, FL 33458</u>
Vice President	<u>NANCY BOYHAN</u>	<u>342 Toney Penna Dr., Jupiter, FL 33458</u>

Article IX - 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 Bylaws, but which shall consist of not less than three Directors and which shall always be an odd number.
- 9.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, and the Bylaws shall be exercised exclusively by the Board of Directors (or as may properly be delegated by the Board to its agents, contractors, or employees), subject only to approval by Unit Owners when such approval is specifically required.
- 9.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- 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 the office for the periods described in the Bylaws.
- 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 take office, as provided in the Bylaws, are as follows:

Name	Residence
<u>THOMAS BOYHAN</u>	<u>342 Toney Penna Dr., Jupiter, FL 33458</u>
<u>ROBERT DUPLESSIS</u>	<u>342 Toney Penna Dr., Jupiter, FL 33458</u>
<u>NANCY BOYHAN</u>	<u>342 Toney Penna Dr., Jupiter, FL 33458</u>

Article X - INDEMNIFICATION.

- 10.1 Indemnity. The Association shall indemnify any Officer, Directors, or Committee Member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, lawsuit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, Officer, employee, or Committee Member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by that person in connection with such action, lawsuit, or proceeding unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, lawsuit or proceeding by judgment, order, settlement, conviction, or on plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner that he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful.
- 10.2 Expenses. To the extent that a Director, Officer, or Committee Member has been successful on the merits or otherwise in defense of any action, lawsuit, or proceeding referred to in Section 10.1 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection with that defense.
- 10.3 Advances. Expenses incurred in defending a civil or criminal action, lawsuit, or proceeding shall be paid by the Association in advance of the final disposition of such action, lawsuit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee Member to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article X.
- 10.4 Miscellaneous. 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, 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 that 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, Committee Member,

employee, agent of the Association, or is or was serving, at the request of the Association, as a Director, Officer, Committee Member, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

Article XI - BYLAWS. The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided in the Bylaws.


Article XII - AMENDMENTS. Amendments to these Articles shall be proposed and adopted in the following manner:

- 12.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, a majority of the Directors, or by 25% of the entire Voting Interests.
- 12.2 Proposed Amendment Format. Proposals to amend existing Articles shall contain the full text of the Article to be amended. New words shall be underlined and words to be deleted shall be ~~struck through~~. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment stating, "SUBSTANTIAL REWORDING OF ARTICLE, SEE ARTICLE NUMBER ____ FOR PRESENT TEXT."
- 12.3 Notice. Copies of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.
- 12.4. Adoption. A resolution for the adoption of a proposed amendment may be adopted by a vote of 51% of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by written agreement of 67% of the entire Voting Interests. Amendments correcting errors, omissions, or scrivener's errors may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.
- 12.5 Limitation. No amendment shall be made that is in conflict with the Act, the Declaration, or the Bylaws, nor shall any amendment make any changes that would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate, successor, or assign of the Developer unless the Developer shall join in the execution of the amendment. No amendment to this paragraph 12.5 shall be effective.
- 12.6 Developer Amendments. To the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration, including, but not limited to, Articles in the Declaration , allowing certain amendments to be affected by the Developer alone.

12.7 Recording. A copy of each amendment shall be filed with the Secretary of State under the provisions of applicable Florida Law, and a copy certified by the Secretary of State shall be recorded in the public records of Palm Beach County, Florida.

Article XIII - INITIAL REGISTERED OFFICE, ADDRESS, AND NAME OF REGISTERED AGENT The initial registered office of this Corporation shall be at 342 Toney Penna Drive, #1, Jupiter, Florida 33458, with the privilege of having its office and branch office at other places within or without the state of Florida. The initial registered agent of the Corporation shall be THOMAS BOYHAN, whose address is 342 Toney Penna Drive, #1, Jupiter, Florida 33458.

Article XIV - Registered Agent Acceptance. I hereby state I am familiar with and accept the duties and responsibilities as registered agent for said corporation.


THOMAS BOYHAS, As Registered Agent

2-23-12
Date

In witness whereof, the Incorporator has affixed his signature the day and year set forth below.

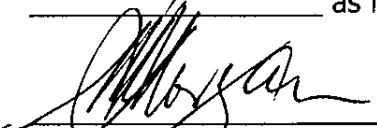
TONY PENNA DRIVE ASSOCIATES, INC.,
A Florida corporation, As Incorporator

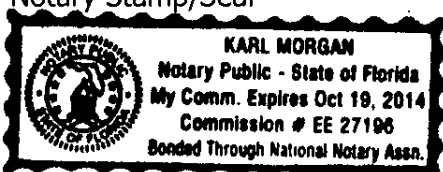

THOMAS BOYHAN, As Its President

Acknowledgment

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by THOMAS BOYHAN, as president of TONEY PENNA DRIVE ASSOCIATES, INC., on behalf of such corporation, this 23rd day of FEBRUARY, 2012, [☒] who is personally known to me or [☐] who has produced _____ as identification and who did not take an oath.


Notary Public, State of Florida
My Commission Expires: 10/19/2014
Notary Stamp/Seal



FILED
12 MAR - 1 PM 1:06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED
12 MAR - 1 PM 1:06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA