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TALLAHASSEE, FLORIDA

FLORIDA NON-PROFIT CORPORATION

Sunset Station Condominium Association, Inc.

Certificate of Status	1
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Page Count	01
Estimated Charge	\$87.50

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ARTICLES OF INCORPORATION

OF

SUNSET STATION CONDOMINIUM ASSOCIATION, INC.

STATE
TALLAHASSEE, FLORIDA

To form a corporation under the provisions of Chapter 617 of the laws of the State of Florida for the Formation of Corporations Not For Profit, the undersigned, hereby creates a corporation for the purpose and with the powers hereinafter mentioned.

ARTICLE I

Section 1.1. The name of the corporation shall be Sunset Station Condominium Association, Inc. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the By-Laws of the Association as the "By-Laws".

ARTICLE II

Section 2.1. The purposes and objects of the Association shall be to serve as an entity pursuant to Section 718.111, Florida Statutes, and to administer the operation and management of Sunset Station, a Condominium (the "Condominium"), to be established in accordance with the Condominium Act by the recording of a Declaration of Condominium with respect to the property situate, lying and being in Miami-Dade County, Florida, and more particularly described in Exhibit A hereto. The Association also shall undertake the performance of the acts and duties incident to and administration of the operation and management of the Condominium in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation, and which may be contained in the formal Declaration of Condominium which will be recorded in the Public Records of Miami-Dade County, Florida; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said Condominium. The Association shall be conducted as a non-profit organization for the benefit of its members, and the Association shall make no distributions of income to its members, directors or officers.

ARTICLE III

Section 3.1. The Association shall have the following powers:

(a) The Association shall have all of the powers and privileges granted to Corporations Not For Profit under the law pursuant to which this Association is chartered and not in conflict with the Condominium Act of the State of Florida or these Articles of Incorporation.

(b) The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles of Incorporation and the Declaration of Condominium.

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(c) The Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Association, including but not limited to, the following:

(i) To make and establish reasonable rules and regulations governing the use of Units and Common Elements in said Condominium as said terms may be defined in said Declaration of Condominium to be recorded.

(ii) To buy, sell, lease, mortgage or otherwise deal with any and all property, whether real or personal.

(iii) To levy and collect assessments against members of the Association to defray the common expenses of the Condominium as may be provided in said Declaration of Condominium and in the Bylaws of this Association which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, including Units in said Condominium.

(d) To maintain, repair, replace, operate and manage the Condominium and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvements of Condominium property.

(e) To contract for the management and maintenance of the Condominium and to delegate to such contractor all of the powers and duties of the Association except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or membership of the Association.

(f) To enforce the provisions of said Declaration of Condominium, these Articles of Incorporation, the Bylaws of the Association which may be hereafter adopted, and the Rules and Regulations governing the use of said Condominium as may be hereafter established.

(g) To approve or disapprove the transfer, lease, mortgage and ownership of Units as may be provided by the Declaration of Condominium and by the Bylaws.

(h) To purchase insurance upon the Condominium Property and Association Property and insurance for the protection of the Association, its officers, directors and Unit Owners.

(i) To execute, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the Declaration of Condominium aforementioned.

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(j) To execute all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, appoints and designates the Board of Directors of the Association as such Owner's agent and attorney-in-fact to execute, any and all such documents or consents.

(k) All funds and the titles to all property acquired by the Association, and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws of the Association.

ARTICLE IV

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

Section 4.1. The record owners of all Units in said Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership except as provided in Section 4.5 hereof.

Section 4.2. Membership shall be acquired by recording in the Public Records of Miami-Dade County, Florida, a deed or other instrument establishing record title to a Unit in an owner, the owner designated by such instrument thus becoming a member of the Association, and the membership of the prior owner being thereby terminated; provided, however that any party who owns more than one Unit shall remain a member of the Association so long as he shall retain title to or a fee ownership interest in any Unit.

Section 4.3. The interest 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 his Unit. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration of Condominium, and in the Bylaws which may be hereafter adopted.

Section 4.4. On all matters on which the membership shall be entitled to vote, there shall be only those votes for each Unit as set forth in the Declaration of Condominium, notwithstanding the fact that the Unit is owned by more than one person, and such vote or votes may be exercised by the owner or owners of each Unit in such manner as may be provided in the Bylaws hereafter adopted by the Association. Should any owner or owners own more than one Unit, such owner or owners shall be entitled to exercise or cast as many votes as are allocated to the particular Units owned, in the manner provided by the Bylaws.

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Section 4.5. Until such time as the land described in Article II shall be submitted to a Plan of Condominium Ownership by the recordation of a Declaration of Condominium, the membership of the Association shall be comprised of the subscriber to these Articles.

ARTICLE V

The Association shall have perpetual existence.

ARTICLE VI

The principal office and mailing address of the Association shall be at 5975 Sunset Drive, South Miami, Florida 33143 or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Condominium Act.

ARTICLE VII

Section 7.1. The Affairs of the Association shall be managed by a Board of Directors. The number of persons which will constitute the entire Board of Directors shall not be less than 3 nor more than 5.

Upon the sale of the first Unit by the Developer to a Unit Owner, said Unit Owner shall be entitled to elect one director.

Unit Owners other than the Developer shall be entitled to elect additional directors pursuant to Section 718.301(1) of the Florida Statutes.

After the Developer ceases to own any Units, all directors shall be elected by Unit Owners.

Section 7.2. The number of directors constituting the initial Board of Directors of the corporation is three. The names and addresses of said persons who are to serve on the initial Board of Directors are:

Name	Address
Sergio Socolsky	5975 Sunset Drive South Miami, Florida 33143
Jeff Sharmat	5975 Sunset Drive South Miami, Florida 33143
Lorri Dunne	5975 Sunset Drive South Miami, Florida 33143

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ARTICLE VIII

The affairs of the Association shall be administered by the officers in accordance with the Bylaws. The president and such other officers and assistant officers as the Board of Directors may from time to time designate shall constitute the officers of the Association. The officers of the Association 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. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

Name	Address
President: Jeff Sharnat	5975 Sunset Drive South Miami, Florida 33143
Vice President: Sergio Socolsky	5975 Sunset Drive South Miami, Florida 33143
Secretary and Treasurer: Lorri Dunne	5975 Sunset Drive South Miami, Florida 33143

ARTICLE IX

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the Board of Directors and the members of this Association.

ARTICLE X

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been director or officer at the time such expenses are incurred except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of any claim for reimbursement or indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in 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 such directors or officers may be entitled.

The Board of Directors may, and shall if the same is reasonably available, purchase liability insurance to insure all directors, officers or agents, past and present, against all expenses and liabilities as set forth above. The premiums for such insurance should be paid by the Unit owners as part of the common expense.

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ARTICLE XI

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the directors, or by the members of the Association owning a majority of the Units whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the president of the Association, or other officer of the Association in the absence of the president, who shall thereupon call a special meeting of the members of the Association for a date not sooner than 15 days nor later than 45 days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the secretary to give to each member written or printed 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 mailed or presented personally to each member not less than 7 days nor more than 14 days before the date set for such meeting. 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 in the records of the Association and the 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 Association whether before 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 an affirmative vote of a majority of the Board of Directors and an affirmative vote of the members owning not less than 67% of the units in order for such amendment or amendments to be effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of the State of Florida and upon the registration of such amendment or amendments with the said Secretary of State, a certified copy thereof shall be recorded in the Public Records of Miami-Dade County, Florida within 30 days from the date on which the same are registered. At any meeting held to consider such amendment or amendments of these Articles of Incorporation, the written vote of any member of the Association shall be recognized, if such member not in attendance at such meeting or represented there by proxy, provided such written vote is delivered to the secretary of the Association at or prior to such meeting.

Provided, however, that no amendment shall make changes in the qualifications for membership nor the voting rights of the members, nor any change in Section 3.1, without approval in writing of all members and the joinder of all record owners of mortgages on the Units, including the Developer. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

Notwithstanding the foregoing, any amendment signed by the owners of all the Units shall become immediately effective.

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ARTICLE XII

In the absence of fraud, no contract or other transaction between the Association and any other person, firm, corporation or partnership shall be affected or invalidated by reason of the fact that any director or officer of the Association has any pecuniary or other interest therein.

ARTICLE XIII

The name and address of the subscribers to these Articles of Incorporation are as follows:

Name	Address
Sergio Socolsky	5975 Sunset Drive South Miami, Florida 33143

ARTICLE XIV


The initial registered agent of the Association is Registered Agents of Florida, L.L.C., and the street address of the initial registered office of the Association is c/o Registered Agents of Florida L.L.C., 29th Floor, 100 Southeast Second Street, Miami, Florida 33131-2130. This corporation shall have the right to change such registered agent and office from time to time as provided by law.

IN WITNESS WHEREOF, the subscriber has executed these Articles as of 27th day of July, 2005.

[Signature]
Sergio Socolsky

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 27 day of July, 2005, by Sergio Socolsky, who is personally known to me or provided _____ as identification, and did not take an oath.

 Diana M. McHugh
My Commission DD209940
Expires May 06, 2007

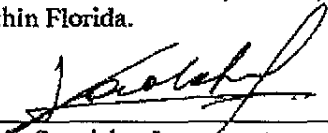
[Signature]
NOTARY PUBLIC, State of Florida
My Commission Expires: May 6, 2007

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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING
AGENT UPON WHOM PROCESS MAY BE SERVED

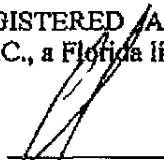
In compliance with Section 48.091, Florida Statutes, the following is submitted:

SUNSET STATION CONDOMINIUM ASSOCIATION, INC., desiring to
organize or qualify under the laws of the State of Florida, with its principal place of
business at the City of South Miami, State of Florida, has named Registered Agents of
Florida, L.L.C., located at 29th Floor, 100 Southeast Second Street, Miami, FL 33131-
2130, as its agent to accept service of process within Florida.



Sergio Socolsky, Incorporator
Dated: July 27th 2005

Having been named to accept service of process for the above stated Corporation,
at the place designated in this Certificate, I hereby agree to act in this capacity, and I
further agree to comply with the provisions of all statutes relative to the proper and
complete performance of my duties.

REGISTERED AGENTS OF FLORIDA,
L.L.C., a Florida limited liability company

By: _____
Name: Howard J. Vogel, Vice President
Dated: 7-27-05

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Legal Description

Exhibit "A"

SUNSET STATION

Lots 1, 2 and 3, in Block 2, of COMMERCIAL LARKINS, according to the plat thereof, recorded in Plat Book 26, Page 29, of the Public Records of Miami-Dade County, Florida, less the South 15 feet thereof and less all that part of said Lot 1 in Block 2 of said COMMERCIAL LARKINS, Plat Book 26, Page 29, which lies within the external area formed by a 25.00 foot radius arc concave to the Northwest, tangent to the East line of said Lot 1 and tangent to a line that is 15.00 feet North of and parallel to the South line of said Lot 1,

AND Tract 2, AMENDED PLAT OF COMMERCIAL LARKINS, according to the plat thereof, as recorded in Plat Book 38, Page 5, of the Public Records of Miami Dade County, Florida,

AND, that 10 foot alley which separates the said Lots 1, 2 and 3 in Block 2 of COMMERCIAL LARKINS, Plat Book 26, Page 29, and the said Tract 2 of AMENDED PLAT OF COMMERCIAL LARKINS, Plat Book 38, Page 5, being 85.72 feet in length more or less,

AND, that 10 foot alley running North and South along the West boundary of and adjacent to said Tract of said AMENDED PLAT OF COMMERCIAL LARKINS, Plat Book 38, Page 5,

AND, the East 19 feet of the North 125 feet of the South 175 feet of the following described property:

Beginning at a point 90.7 feet East of the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 25, Township 54 South, Range 40 East; thence North 219 feet; thence East 118 feet to a point of intersection with the West line of the 10 foot alley lying West of and adjacent to said Tract 2 of AMENDED PLAT OF COMMERCIAL LARKINS, Plat Book 38, Page 5; thence South along the last described line and the West line of Lot 3 of Block 2 of COMMERCIAL LARKINS, Plat Book 26, Page 29, and its Southerly projection 219 feet; thence West 118 feet to the Point of Beginning.