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**FLORIDA PROFIT/NON PROFIT CORPORATION  
SUNLAKE NORTHWEST PROPERTY OWNERS ASSOCIATION, INC.**

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ARTICLES OF INCORPORATION  
OF

*SUNLAKE NORTHWEST PROPERTY  
OWNERS ASSOCIATION, INC.*

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The undersigned incorporator hereby makes, subscribes, acknowledges and files with the Secretary of State of the State of Florida these Articles of Incorporation of Sunlake Northwest Property Owners Association, Inc., for the purpose of forming a not-for-profit corporation in accordance with the laws of the State of Florida.

**I. NAME AND PRINCIPAL OFFICE**

The name of this corporation shall be SUNLAKE NORTHWEST PROPERTY OWNERS ASSOCIATION, INC. (the "Association"). The principal office and mailing address of the Association shall be 1600 N.E. Miami Gardens Drive, North Miami Beach, Florida 33179, or such other address as the Association may hereinafter select.

**II. DEFINITIONS**

All capitalized terms utilized in these Articles of Incorporation and not otherwise defined herein shall have the meanings ascribed to them in the Declaration of Covenants, Conditions and Restrictions of Sunlake Northwest (the "Declaration").

**III. PURPOSES**

The general nature, objects and purposes for which the Association has been organized are as follows:

- A. To provide an entity for the furtherance of the interests of the Owners as to the Property.
- B. To own, lease, operate, manage, repair, maintain, reconstruct, restore, renovate, rebuild, replace, improve and alter the Common Areas and the Improvements situated thereon, in or benefiting the Property or any portion thereof, including, without limitation, any privately-held utility systems and roadways within the Property, and to procure and maintain insurance which the Board determines is necessary or appropriate relating to such Common Areas and Improvements and the operation of the Association, and to pay all taxes, assessments and utility charges relating thereto.
- C. To maintain or provide for the maintenance, repair, replacement, improvement and reconstruction, as necessary, desirable or appropriate of the Surface Water Management System.

D. To provide for such services which the Association may periodically determine are necessary or desirable to further the interests of the Owners as to the Property, together with the capital improvements, regular maintenance and repair, equipment and personnel pertaining to the provision of such services.

E. To provide, purchase, lease, acquire, replace, improve, maintain and repair such private and public real property, buildings, structures, street lights, landscaping, paving and equipment related to the furtherance of the interests and convenience of the Owners, as the Board in its discretion determines necessary, appropriate, and convenient.

F. To perform all the functions, duties and obligations contemplated for the Association in the Declaration.

G. To operate the Association without profit for the benefit of its Members and the Property.

H. To do, perform or provide any other acts, services or matters whatsoever that are not in conflict with the Declaration, these Articles or the Bylaws, and that may be allowed by Chapter 617, Florida Statutes, or any successor statute thereto.

#### IV. GENERAL POWERS

The Association shall have the following general powers:

A. To hold funds for the benefit of the Members for purposes set forth in these Articles and in the Bylaws and the Declaration.

B. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized and to further the interests of the Owners and other Persons, including, without limitation, the promulgation and enforcement of rules and regulations limiting or regulating the entry and exit points and the speed of all types of vehicles traveling upon the private streets, roadways and alleys within the Property, and the regulation, metering and use of the Sanitary Sewer System and any other private utility systems installed or operated within the Property.

C. To establish rules, regulations, procedures and policies relating to the governance and operation of the Association, the Common Areas and the Improvements thereon.

D. To enter into contracts with such Persons as the Board deems necessary or appropriate to provide for the administration, operation and/or management of the Association's affairs and satisfaction of the Association's obligations.

E. To delegate powers where such is deemed in the interest of the Association.

F. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of any interest in real or personal property, except to the extent restricted hereby.

G. To own, lease, operate, manage, repair, maintain, reconstruct, restore, renovate, rebuild, replace, improve and alter the Common Areas and the Improvements situated thereon.

H. To enter into, make, perform or carry out contracts and agreements of every kind with any Person.

I. To fix regular or special dues, charges, fees and assessments to be levied upon the Owners and against their Lots and Parcels to (i) defray the costs, fees, and capital and non-capital expenditures of the Association, (ii) to effectuate the objectives and purposes of the Association, and (iii) fix fines and other charges for the nonpayment of such dues, charges, fees or assessments or for the violation of these Articles, the Bylaws or the Declaration; and to authorize the Board, in its discretion, to enter into, perform and carry out contracts or agreements with such Persons as are selected by the Board from time to time to provide for the collection of such dues, charges, fees and assessments.

J. To commence actions, suits or proceedings to (i) restrain, prevent, terminate or enjoin any breach or threatened breach of these Articles, the Bylaws or the Declaration, (ii) enforce, by mandatory injunction or otherwise, the provisions of these Articles, the Bylaws and the Declaration, and (iii) collect any assessments, fees, dues, fines, charges or other amounts due to the Association from any Owner or any Person or entity claiming by or through such Owner.

K. To create reserves to provide for the deferred maintenance, renovation, rebuilding, reconstruction, replacement, improvement or alteration of any portion of the Common Areas or the Improvements situated thereon, except to the extent limited by the terms of the Declaration, but without any obligation to maintain any reserves, except to the extent provided by the terms of the Declaration.

L. To enter upon any Lot or Parcel (but not the interior of any existing Improvements thereon) for the purpose of ascertaining whether the Owner thereof is in compliance with these Articles, the Bylaws and the Declaration and to undertake such actions as the Association in its discretion determines is necessary or appropriate to ensure full, complete and continuing compliance with these Articles, the Bylaws and the Declaration. (Such entry shall (i) only be made at reasonable times, during normal business hours, and after reasonable notice, except in the case of emergency when no notice shall be required and the foregoing time restrictions shall not apply, and (ii) be undertaken in such manner so as to minimize interference with use and enjoyment of the Lot or Parcel entered upon.)

M. To separately charge any Owner for services rendered by the Association to any such Owner or those claiming by or through any such Owner and to separately charge any user of Association property when such separate charge is deemed appropriate by the Board.

N. To pay taxes, assessments, utilities and other charges, if any, levied or assessed on or against property owned, leased or maintained by the Association.

O. To procure, pay for and maintain any and all insurance deemed necessary, desirable or appropriate by the Board to be procured, maintained and paid for by the Association,

including, without limitation, insurance for property damage, personal injury, comprehensive liability, fidelity, errors and omissions, and any and all other types of insurance.

P. To satisfy all obligations associated with the SWFWMD Permits and any and all other permits assigned to the Association by the Declarant and deemed appropriate by the Declarant to be held, maintained and operated by the Association on behalf of all of the Owners, including without limitation, operating and maintaining the Surface Water Management System.

Q. To make such dedications, whether by easement or fee conveyance, of any portion of the Common Areas deemed necessary, reasonable or appropriate by the Board, and as may be otherwise required or requested by any governmental entity having jurisdiction over the Property, so long as such dedications and conveyances do not materially and adversely impact, impair or interfere with the rights of the Owners, and Persons claiming by or through such Owners, as to such areas so dedicated.

R. To borrow money for the purposes of improving, repairing and replacing the Common Areas and the Improvements situated thereon, and acquiring additional Common Area, and to encumber the Common Areas and Improvements situated thereon in connection with such financing, except to the extent limited by the terms of the Declaration.

S. To do any and all acts necessary or expedient for carrying on or accomplishing any and all of the purposes for which the Association has been formed and for effectuating all of the powers and objectives set forth in these Articles of Incorporation and in the Declaration which are not forbidden by the laws of the State of Florida.

T. To have, in general, all powers conferred upon a not-for-profit corporation by the laws of the State of Florida, except as prohibited herein, which are necessary or convenient to accomplish any of the objectives and purposes for which the Association is organized.

#### **V. MEMBERS; VOTING**

A. Each Owner, including the Declarant, of fee simple title to a Lot or Parcel within the Property shall automatically become a Member of the Association for so long as such ownership continues. Association membership shall be an interest which is appurtenant to fee simple title to a Lot or Parcel within the Property and shall not be divisible or transferable separate and apart from ownership of any such Lot or Parcel; provided, however, that in the event an Owner of a Lot or Parcel executes a ground lease relating to such Lot or Parcel with any other Person for an initial term of twenty (20) years or more, the Owner and such Person may, upon written notice to the Association, enter into a written agreement pursuant to which the Owner assigns to such Person all, but not part, of the rights and privileges the Owner is entitled to exercise under these Articles or under the Declaration or Bylaws, including the Owner's right to vote. Such assignment of the Owner's rights and privileges shall automatically terminate upon the termination of the lease with such Person. In no event shall the assignment of the Owner's rights and privileges relieve the Owner of any of the duties or obligations set forth herein or in the Declaration or Bylaws. The Association shall be entitled to rely upon any written notice delivered to the Association, and shall be entitled to consider such Person as the assignee

of such rights and privileges until such time as the Association receives further written notice signed by the Owner and such Person.

B. If more than one (1) person owns an interest in any Lot or Parcel, there may be only the vote cast for such Lot or Parcel as set forth above. Such vote may be exercised as the Owners determine among themselves; but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-Owner shall file the name of the voting co-Owner, with the Secretary of the Association to be entitled to vote at such meeting, unless such co-Owners have filed a general voting authority with the Secretary applicable to all votes until rescinded. The total outstanding votes available for voting purposes in determining the action of the Association is referred to herein as the "**Outstanding Votes**".

C. Voting.

1. Votes Per Lot. Each Owner of a Lot, shall be entitled to one (1) vote for each Lot owned by such Owner within the Property.

2. Votes Per Parcel. Each Owner of a Parcel shall be entitled to three (3) votes for each Parcel owned by such Owner within the Property. As the Parcels are subdivided into separate Lots, the Owner of each such Lot (including Declarant) shall thereafter be entitled to one (1) vote for such Lot as provided in (a) above, and the number of votes to which Declarant shall be entitled with respect to the remainder of such Parcel shall be reduced accordingly. By way of example only: (i) if Declarant conveys one of the Building Sites within Parcel A to a third party, thereby subdividing it from the remainder of Parcel A, then such Building Site will thereafter be deemed a Lot under this Declaration, the Owner of such Lot shall be entitled to one (1) vote with respect to such Lot, and Declarant shall be entitled to two (2) votes for the remainder of Parcel A; and (ii) if Declarant subdivides the Building Sites within Parcel A by a Plat, then each of the Building Sites will thereafter be deemed Lots under this Declaration, and the Owner of each such Lot (including Declarant) shall be entitled to one (1) vote for each Lot owned by such Owner.

D. The Bylaws may include terms and provisions which permit the Board, in its discretion, to suspend or terminate certain of the rights, interests and privileges of Members under the circumstances described therein.

E. The rights, duties, privileges and obligations of each Member of the Association shall be those set forth herein and in the Declaration and Bylaws, and all such rights, duties, privileges and obligations shall be exercised in accordance with the terms, provisions, covenants, restrictions and conditions set forth herein and in the Declaration and Bylaws of the Association.

## VI. BOARD OF DIRECTORS

A. The affairs of the Association shall be managed and directed by a Board of Directors which shall include at least three (3) Directors. Only individuals may serve as Directors, but Directors need not be Owners. The initial Board shall consist of three (3) Directors, who shall be appointed by Declarant, and who shall thereafter be appointed and elected as provided in the Bylaws.

B. The initial Board of the Association shall be determined, appointed and elected in accordance with the Bylaws.

## VII. OFFICERS

The officers of the Association shall be determined, appointed and elected in accordance with the Bylaws.

## VIII. REGISTERED OFFICE AND REGISTERED AGENT

The Association's initial registered office is located at 1600 N.E. Miami Gardens Drive, North Miami Beach, Florida 33179. Arthur L. Gallagher is hereby appointed the initial registered agent of the Association. Both the Association's registered office and registered agent may be changed from time to time as provided by law. Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

Agent Acceptance:

Arthur L. Gallagher

## IX. CORPORATE EXISTENCE

The Association shall have perpetual existence unless sooner dissolved in accordance with the laws of the State of Florida. If the Association is dissolved, the control or right of access to the portion of the Common Areas constituting the Surface Water Management System shall be conveyed or dedicated to an appropriate governmental unit or public utility, and if not accepted by such governmental unit or public utility, then the Surface Water Management System shall be conveyed to a non-profit corporation similar to the Association.

## X. BYLAWS

The Board shall adopt Bylaws consistent with these Articles. The Association reserves the right to modify, amend or rescind the Bylaws from time to time in whole or in part as provided in the Bylaws. All rights, interests and privileges conferred upon any Member of the Association by these Articles or the Bylaws shall be subject to and subordinate to such reservation.

## XI. INTERPRETATION

These Articles are to be interpreted, construed, and enforced together with the Bylaws and the Declaration to avoid inconsistencies or conflicting results. If a conflict necessarily results or an ambiguity exists, the provisions of the Declaration shall control anything to the

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contrary in these Articles or in the Bylaws, and the provisions of these Articles shall control anything to the contrary in the Bylaws.

## **XII. AMENDMENT TO ARTICLES OF INCORPORATION**

A. For so long as the Declarant has the right to appoint or elect a majority of the Board, the Declarant shall have the right without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting any portion of the Property, or any other Person to amend these Articles: (i) to comply with any requirements of a governmental agency having jurisdiction; (ii) to cure any ambiguity or error or any inconsistency between these provisions and the other Governing Documents; (iii) to comply with the requirements of law or any governmental permit or approval applicable to the Property; or (iv) for any other reason deemed by the Declarant to be advisable, desirable or beneficial for the Property and the Association so long as any such amendment does not materially and adversely impact, impair or interfere with any pre-existing rights and/or benefits afforded by the Governing Documents to the Owners, and Persons claiming by or through such Owners, as to the portions of the Property constituting Common Areas as of the date of the Declaration.

B. Amendments to these Articles, other than those authorized by Section A. above, may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, except that each such amendment must be approved by a vote of at least sixty-seven percent (67%) of the Outstanding Votes entitled to be cast by the Members (including Declarant for so long as Declarant is a Member), and the written approval of Declarant for so long as Declarant is the owner of any of the Property.

C. The rights, interests and privileges conferred upon any Member of the Association by these Articles are subject to the right of the Association to alter, amend or rescind these Articles.

## **XIII. INCORPORATOR**

The name and business address of the incorporator is:

Arthur L. Gallagher	1600 N.E. Miami Gardens Drive
	North Miami Beach, Florida 33179

*[Remainder of page intentionally left blank.]*



IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the sole incorporator of this Association, has executed these Articles of Incorporation this 27 day of April, 2010.

Arthur L. Gallagher  
Incorporator

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 27 day of April, 2010, by Arthur L. Gallagher, who is personally known to me or produced as identification.



Notary Public  
My Commission Expires:  
Notary Seal:

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