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FLORIDA DEPARTMENT OF STATE  
Division of Corporations

September 18, 2012

COLEMAN, YOVANOVICH & KOESTER, P.A.  
4001 TAMiami TRAIL NORTH SUITE 130  
NAPLES, FL 34103

SUBJECT: SUNNYWAY CONDOMINIUM ASSOCIATION, INC.  
Ref. Number: W12000047999

We have received your document for SUNNYWAY CONDOMINIUM ASSOCIATION, INC. and your check(s) totaling \$75.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

You must list at least one incorporator with a complete business street address.

Please return the corrected original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6052.

Justin M Shivers  
Regulatory Specialist II  
New Filing Section

Letter Number: 412A00023383

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September 13, 2012

**Via FedEx Overnight Delivery**

Department of State  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301  
(850) 245-6052

**Re: Articles of Incorporation for Sunnyway Condominium Association, Inc.**

Dear Sir or Madame:

Please find enclosed Articles of Incorporation for Sunnyway Condominium Association, Inc., a Florida not-for-profit corporation, in addition to a check in the amount of \$75.00 in payment of the filing and registered agent fees. In the event the check enclosed represents an overpayment of \$5.00, please kindly proceed with filing the Articles of Incorporation and either remit the surplus back to the undersigned or retain same. It is our intention not to delay the filing.

All further correspondence for this matter should be sent to the attention of the undersigned at the above-referenced address.

Please contact me with any questions.

Sincerely,



Charles A. B. Thomson  
For the Firm

Enclosures

**ARTICLES OF INCORPORATION**  
**OF**  
**SUNNYWAY CONDOMINIUM ASSOCIATION, INC.**  
**(a Florida Corporation Not-for-Profit)**

The undersigned incorporator, for the purpose of forming a corporation not-for-profit pursuant to Chapter 617, Florida Statutes, and the laws of the State of Florida, hereby adopts the following Articles of Incorporation.

**ARTICLE 1**  
**Name**

The name of the corporation is: SUNNYWAY CONDOMINIUM ASSOCIATION, INC. (the "Association"). The address of the corporation's principal office is 2172 Trade Center Way, Naples, Florida 34109.

**ARTICLE 2**  
**Purpose**

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes (the "Condominium Act"), for the operation of Sunnyway, a Commercial Condominium (the "Condominium"), located in Collier County, Florida.

The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, director, or officer of the Association.

For the accomplishment of its purposes, the Association shall have all the common law and statutory powers and duties of a corporation not for profit, except as limited or modified by these Articles, the Declaration of Condominium of Sunnyway, a Commercial Condominium (the "Declaration"), or the Condominium Act, as the foregoing may hereafter be amended from time to time, including but not limited to, the following:

1. To exercise all the powers and privileges and to perform all the duties and obligations of the Association as set forth in the Declaration, the Condominium Act, these Articles, the Bylaws of the Association (the "Bylaws"), and any rules and regulations of the Association, as the foregoing may be amended from time to time.
2. To acquire, construct, reconstruct, improve, maintain, repair, replace, operate, convey, or otherwise deal with the property and improvements of every nature or kind constituting the Condominium Property (as defined in the Declaration).
3. To fix, establish, levy and collect assessments against members of the Association as contemplated by the Declaration to defray the costs, expenses and losses of the Association, and to use the proceeds of assessments in the exercise of its power and duties.
4. To operate, without pecuniary profit, for the benefit of its members in accordance with the Declaration, as amended from time to time.
5. To pay all taxes and other assessments which are liens against the Association or Condominium Property.

6. To make, amend, and enforce reasonable rules and regulations governing the use and operation of the Condominium Property and the operation of the Association.
7. To sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.
8. To contract for the management and maintenance of the Condominium and to delegate any powers and duties of the Association in connection therewith, except such as are specifically required by the Declaration or the Condominium Act, to be exercised by the Board of Directors or the membership of the Association.
9. To purchase insurance upon the Condominium property and Association property for the protection of the Association and its members.
10. To reconstruct improvements after casualty and to make further improvements of the Condominium Property.
11. To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Association and Condominium.
12. To borrow or raise money for any of the purposes of the Association, and from time to time without limitation as to amount, to draw, make, accept, endorse, execute, and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable instruments and evidences of indebtedness; and to secure the payment of any thereof, and of the interest thereon, any mortgage, pledge, conveyance, or assignment in trust, of the whole or any part of the rights or property of the Association, whether at the time owned or thereafter acquired.
13. To acquire title to property or otherwise hold, convey, lease, and mortgage Association Property (as defined in the Declaration) for the use and benefit of its members.
14. To approve or disapprove the transfer of ownership, leasing, and occupancy of units within the Condominium ("Units"), as provided in the Declaration.

All funds and title to all Association Property shall be held for the benefit of the members of the Association in accordance with the provisions of the Condominium Act, Declaration, these Articles of Incorporation, and the Bylaws, as the foregoing are amended from time to time.

### **ARTICLE 3**

#### **Membership**

The members of the Association shall consist of all record owners of a fee simple interest in one or more Units ("Unit Owners"), as further provided in the Declaration and Bylaws. Membership shall be appurtenant to and may not be separated from ownership of a Unit which is subject to assessment by the Association, pursuant to the Declaration. Members' rights, powers, duties, and privileges shall be as set forth in these Articles, the Bylaws, , and the Declaration, as the same are amended from time to time.

### **ARTICLE 4**

#### **Term**

The term of the Association shall be perpetual.

## **ARTICLE 5**

### **Bylaws**

The Bylaws shall be adopted by a majority vote of the members of the Association's board of directors (the "Board"). Thereafter, the Bylaws may be altered, amended or rescinded only in the manner provided for in the Bylaws.

## **ARTICLE 6**

### **Amendments**

Amendments to these Articles may be amended from time to time by resolution adopted by a majority of the members of the Board and approved by a vote of members holding a majority of the Voting Interests (as defined in the Declaration), subject to the following restrictions:

1. Upon any amendment or amendments to these Articles being proposed by the Board or Unit Owners, such proposed amendment or amendments shall be submitted to a vote of the members of the Association not later than the next annual meeting for which proper notice can be given. 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.
2. Except as otherwise required by Florida law, and subject to paragraph 5 of this Article 6, these Articles of Incorporation may be amended by a vote of the members holding a majority of the Voting Interests at any annual or special meeting, or by approval in writing of the members holding a majority of the Voting Interests, without a meeting, provided that notice of any proposed amendment has been given to the members of the Association, and that the notice contains a fair statement of the proposed amendment.
3. No amendment of these Articles shall be effective which impairs or dilutes any right or title of a member vested in the member under a deed or other recorded instrument applicable to the Unit owned by such member unless made in accordance with provisions of such deed of instrument.
4. No amendment shall conflict with the Declaration, as amended from time to time.
5. Notwithstanding anything contained herein to the contrary, so long as Declarant (as defined in the Declaration) is entitled to elect a majority of the members of the Board, Declarant shall have the right to amend these Articles without the consent or joinder of any other Unit Owner or any mortgagee of a Unit. In addition, no amendment which would in any way adversely affect any of the rights, privileges, powers, or options herein provided in favor of or reserved to, the Declarant, unless the Declarant shall join in the execution of the amendment, including, but not limited to, any right of the Declarant to appoint directors.
6. After turnover of control of the Association to members other than the Declarant, no amendment shall change the qualifications for membership or in the Voting Interests of members without approval by all of the members. Prior to the closing of the sale of all Units, no amendment shall in any way adversely affect any of the rights, privileges, powers or options herein provided in favor of; or reserved to, the Declarant, unless the Declarant shall join in the execution of the amendment, including, but not limited to, any right of the Declarant to appoint directors.

**ARTICLE 7**  
**Board of Directors**

The names and addresses of the current members of the Board are:

1.     Jacopo Tallot  
       Via Veronici 12  
       32010 Zoldo Alto  
       Bulluno Italy 00000
2.     Anna Maria Pugiotto  
       Via Veronici 12  
       32010 Zoldo Alto  
       Bulluno Italy 00000
3.     Ronald Webster  
       979 North Collier Blvd.  
       Marco Island, Florida 34145

The Developer shall have the right to appoint all the members of the Board subject to the following:

1.     When Unit Owners other than the Declarant own fifteen percent (15%) or more of the Units, the Unit Owners other than the Declarant shall be entitled to elect no less than one-third of the members of the Board.
2.     Unit Owners other than the Declarant are entitled to elect not less than a majority of the members of the Board of Directors upon the first to occur of the following:
  - a.     Three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
  - b.     Three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
  - c.     When all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Declarant in the ordinary course of business;
  - d.     When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Declarant in the ordinary course of business; or
  - e.     Seven (7) years after recordation of the Declaration.

The Declarant is entitled to elect at least one member of the Board as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium. Following the time that Unit Owners other than the Declarant are entitled to elect a majority of the members of the Board, the Declarant may exercise the right to vote any Declarant-owned Units in the same manner as any other Unit Owner.

Directors shall be elected and removed in the manner provided in the Bylaws, subject to the foregoing rights of the Declarant to elect a majority of the Directors until turnover. Vacancies on the Board shall be filled in the manner provided by the Bylaws; however any member of the Board appointed by the Declarant may only be removed

by the Declarant, and any vacancy on the Board shall be appointed by the Declarant if, at the time such vacancy is to be filled, the Declarant is entitled to appoint the members of the Board.

The affairs of the Association will be administered by the Board consisting of the number of directors determined by the Bylaws. The number of directors may be either increased or decreased from time to time by the Bylaws but shall never be less than three (3) or more than seven (7), and shall always be an odd number. Directors must be members of the Association or the principal or trustee of a member (in the event a member is a trust or other legal entity). In the event there are less than three (3) members of the Association, such members of the Association may appoint a third member of the Board to serve in such capacity until a third member joins the Association.

## **ARTICLE 8**

### **Officers**

The Board may elect officers from among the Association membership. The officers of the Association shall be the President, a Secretary, a Treasurer, and such other officers and assistant officers as may be decided upon and elected by the Board. The same person may hold two (2) or more offices. The terms of each office shall be one (1) year or until their successors are elected or appointed as provided in the Bylaws. The current officers of the Association who are to serve until their successors are elected or appointed as provided in the Bylaws are as follows:

Jacopo Tallot – President  
Anna Maria Pugiotto – Vice President / Secretary / Treasurer

## **ARTICLE 9**

### **Indemnification**

To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every director and every officer of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him or her in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he or she may be a party because of their being or having been a director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that their actions or omissions to act were material to the cause adjudicated and involved:

1. Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.
2. A violation of criminal law, unless the director or officer had no reasonable cause to believe their action was unlawful or had reasonable cause to believe their action was lawful.
3. A transaction from which the director or officer derived an improper personal benefit.
4. Wrongful conduct by directors or officers appointed by the Declarant, in a proceeding brought by or on behalf of the Association.

In the event of a settlement, the right to indemnification shall not apply unless the Board approves such settlement as being in the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a director or officer may be entitled.



**ARTICLE 10**  
**Registered Agent and Registered Office**

The current registered agent and registered office of the Association shall be; and the name and address of the incorporator is:

Ronald Webster, Esq.  
979 North Collier Blvd.  
Marco Island, Florida 34145

WHEREFORE, the incorporator, and the initial registered agent have executed these Articles on this 11<sup>th</sup> day of ~~July~~ <sup>September</sup>, 2012. By executing these Articles, the undersigned registered agent accepts the appointment as registered agent and states that the undersigned is familiar with and accepts the obligations of that position.

  
\_\_\_\_\_  
Ronald Webster, Incorporator

**ACCEPTANCE BY REGISTERED AGENT**

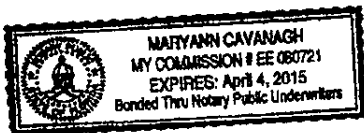
Having been named to accept service of process for the above-named corporation, at the place designated in these Articles of Incorporation, I hereby accept the appointment to act in this capacity and acknowledge that I am familiar with and agree to accept the obligations imposed upon registered agents under the Florida Not For Profit Act.

  
\_\_\_\_\_  
Ronald Webster, Esq., Registered Agent

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of September, 2012, by Ronald Webster. He is ☒ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

(Seal)



  
\_\_\_\_\_  
Notary Public

Print Name: Maryann Cavanagh

My Commission Expires: 4/4/2015