

N15000007664

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

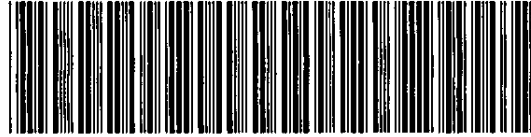
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



500275604945

08/03/15--01001--016 **78.75

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

15 AUG -3 AM 7:02

APPROVED
AND
FILED

1/4

COVER LETTER

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: SUNSET DRIVE HOMEOWNERS ASSOCIATION, Inc.
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

\$70.00
Filing Fee

\$78.75
Filing Fee &
Certificate of
Status

\$78.75
Filing Fee
& Certified Copy

\$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: CURRAN CAMPBELL
Name (Printed or typed)

115 SUNSET DRIVE
Address

NOKOMIS, FL. 34275
City, State & Zip

941-484-5703
Daytime Telephone number

curran @ armiger capital . com
E-mail address: (to be used for future annual report notification)

NOTE: Please provide the original and one copy of the articles.

ORIGINAL FINAL
APPROVED
AND
FILED

15 AUG -3 AM 7:03

ARTICLES OF INCORPORATION
OF
SUNSET DRIVE HOMEOWNERS' ASSOCIATION, INC.
A FLORIDA NOT-FOR-PROFIT CORPORATION

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned hereby incorporates for the purpose of becoming a not-for-profit corporation under the laws of the State of Florida, by and under the provisions of the statutes of the State of Florida, providing for the formation, immunities, liability, privileges, and rights of a not-for-profit corporation.

ARTICLE I
NAME, OFFICE, AND REGISTERED AGENT

1.1 Name. The name of this corporation shall be "Sunset Drive Homeowners' Association, Inc.," a Florida not-for-profit corporation (hereinafter referred to as the "Association").

1.2 Office. The street address of the initial principal office and mailing address of the Association is: 115 Sunset Drive, Nokomis, Florida 34275.

1.3 Initial Registered Agent. The initial registered agent for the Association is: Curran Campbell, 115 Sunset Drive, Nokomis, Florida 34275.

ARTICLE II
DEFINITIONS

2.1 The words used in these Articles of Incorporation ("**Articles**") shall be given their normal, commonly understood definitions. Unless defined in these Articles, capitalized terms shall have the same meanings as used in the "Declaration of Covenants, Conditions, Restrictions, and Easements for the Sunset Drive Homeowners' Association, Inc." ("**Declaration**"), as it may be amended or supplemented from time to time.

ARTICLE III
PURPOSE

3.1 The general nature of the business to be conducted by the Association shall be the operation and management of the affairs and property of the homeowners' association for the 100's block of Sunset Drive located in Sarasota County, Florida which is submitted to the Committed Property, and to perform all acts assigned to it in the Declaration and in Chapter 720, *Fla. Stat.*, including, but not limited to and without limitation:

3.1.1 To operate as a not-for-profit corporation pursuant to Chapter 617, *Fla. Stat.* The Association does not contemplate pecuniary gain or profit to the Members thereof.

3.1.2 To administer, enforce, and carry out the terms and provisions of the Declaration, as same may be amended or supplemented from time to time, and to exercise such

powers and perform such other duties and discharge such other responsibilities as may be imposed upon, or assigned, delegated, or granted to, or otherwise permitted to be exercised by, the Association pursuant to the Declaration.

3.1.3 To provide for Maintenance and preservation of such portions of the Committed Property, and any additions thereto as may hereafter be brought within the jurisdiction of the Association, pursuant to the Declaration and any amendment or supplement thereto.

3.1.4 To hold, manage, and own portions of the Committed Property as may be conveyed to the Association, pursuant to the Declaration and any amendment or supplement thereto.

ARTICLE IV **POWERS**

4.1 General Powers. The Association shall have all of: the common law and statutory duties, powers, and privileges of a Florida not-for-profit corporation, and the duties, powers, and privileges set forth in the Declaration and in Chapter 720, *Fla. Stat.*, which are not in conflict with the terms of these Articles.

4.2 Specific Powers. In addition to the aforementioned general powers the Association shall have all of the powers and duties reasonably necessary to maintain, manage, and operate the homeowners' association, including but not limited to and without limitation, the following:

4.2.1 To enter into, establish, and enforce agreements, Bylaws, covenants, and/or Use Restrictions, Rules, and Regulations appropriate and/or necessary to carry out the purposes of the Association, and as may be otherwise contemplated, permitted, and/or required by the Association.

4.2.2 To make and collect Assessments against Members to defray the costs, expenses, losses, and/or reserves incurred in the management, Maintenance, operation, repair, and replacement of the property and facilities serving the Committed Property, and any additions thereto as may hereafter be brought within the jurisdiction of the Association (including, but not limited to, the Roadway Improvements and the Surface Water Management System servicing the Roadway Improvements), pursuant to the Declaration and any amendment or supplement thereto.

4.2.3 To use the proceeds of Assessments in the exercise of its powers and duties.

4.2.4 If provided in the Declaration, the Bylaws, and/or any Use Restrictions, Rules, and Regulations, to charge interest and late charges on delinquent or past-due Assessments, and to accelerate the Assessments of a Member who is delinquent in payment of any installment of Assessments.

4.2.5 To hold funds for the exclusive benefit of the Members of the Association, as set forth in these Articles and as provided in the Declaration and/or the Bylaws.

4.2.6 To purchase insurance upon the Common Areas, and insurance for the protection of the Association, its Board (directors, officers, committee members, and/or members of boards appointed by the Board), Members, and such other parties as the Association may determine to be in the best interests of the Association.

4.2.7 To administer, convey, improve, lease, own, Maintain, manage, mortgage, operate, purchase, repair, replace, and/or sell real and/or personal property on behalf of the Association, including, but not limited to and without limitation, Lots, and regardless of whether such property is contained with the Committed Property.

4.2.8 To administer, install, Maintain, manage, operate, replace and/or replace all Common Areas (including, but not limited to, the Roadway Improvements and the Surface Water Management System servicing the Roadway Improvements) and such other portions of the Committed Property as may be determined appropriate and/or necessary by the Board from time to time, in accordance with, or as may be otherwise contemplated, permitted, and/or required by the Declaration.

4.2.9 To make, amend, and enforce reasonable Bylaws and/or Use Restrictions, Rules, and Regulations respecting the use and occupancy of the Common Areas, for the health, comfort, safety, and welfare of the Members. All such Bylaws and/or Use Restrictions, Rules, and Regulations, and amendments or supplements thereto, shall be approved by the Board in accordance with the Declaration and the Bylaws.

4.2.10 To enforce by legal means the provisions of Chapter 720, *Fla. Stat.*, the Declaration, these Articles, the Bylaws, any Use Restrictions, Rules, and Regulations, and/or any Architectural Criteria.

4.2.11 To perform all acts necessary to comply with the provisions of Chapter 720, *Fla. Stat.*, the Declaration, these Articles, the Bylaws, and/or any Use Restrictions, Rules, and Regulations, and to act with all powers enumerated therein.

4.2.12 To provide for such services within the Committed Property as the Board in its discretion determines appropriate and/or necessary.

4.2.13 To contract for the Maintenance, management, and/or operation of the Common Areas, and to delegate to such contractor(s) all powers and duties of the Association, except to the extent as such are specifically required by Chapter 720, *Fla. Stat.* or the Declaration to have the approval of the Board and/or Members.

4.2.14 To contract with and authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions which may include but shall not be limited to: enforcing the Bylaws and/or any Use Restrictions, Rules, and Regulations, collecting Assessments, preparing records, procuring bids, and/or Maintaining, repairing, and/or replacing the Common Areas, with such funds as shall be made available by the Association for such purposes.

4.2.15 To employ personnel necessary to perform the duties, obligations, and/or services required of, or to be performed by, the Association for the proper Maintenance,

management, and operation of the Common Areas, and/or to contract with others for the performance of such obligations, services and/or duties and to pay the cost thereof in accordance with whatever reasonable contractual arrangement the Board shall enter into.

4.2.16 To purchase and own Lots in the Committed Property, and to acquire and hold, lease, mortgage, and/or convey the same, subject however, to the provisions of the Declaration and the Bylaws.

4.2.17 To acquire, improve, Maintain, provide, purchase, repair, and/or replace such Improvements and other real and/or personal property, for the health, safety, and general welfare of the Members as the Board in its discretion determines appropriate or necessary, including but not limited to and without limitation: buildings, structures, streetlights (to the extent not provided and Maintained by Government Authorities), Roadway Improvements (to the extent not provided and Maintained by Government Authorities), pathways, and other equipment and facilities.

4.2.18 To Maintain, manage, operate, and repair the Surface Water Management System servicing the Roadway Improvements, in accordance with the Declaration and/or in a manner consistent with the requirements of the applicable SWFWMD Permit and SWFWMD's rules, to assist with the enforcement of the restrictions and covenants contained therein.

4.2.19 To obtain loans to provide funds for improving, Maintaining, operating, repairing, and/or replacing the Common Areas, and to pledge the income of the Association from Assessments as security for such loans.

4.2.20 To honor and perform under all contracts and agreements entered between third-parties and the Association.

4.2.21 To sue and be sued and to defend the same as provided for by Florida law and/or in the Declaration.

ARTICLE V **MEMBERS**

5.1 The Association shall have only one class of membership. All Owners shall automatically be Members of the Association. Each Lot Owner shall have one (1) membership in the Association for each separate Lot with frontage on Sunset Drive owned. All current and future Owners of such Lots shall hold mandatory membership in the Association as a condition of ownership. There shall be only one (1) member per Lot. If a Lot is subsequently subdivided or otherwise divided into additional Lots and platted on a future Plat, then each resulting Lot with frontage on Sunset Drive shall have one (1) member. If a Lot is owned by more than one (1) Person, all co-Owners shall share the privilege of such membership as a single member, subject to reasonable Board regulation and the restrictions on voting set forth in this Declaration, the Articles, and/or the Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners.

The membership rights and privileges of an Owner who is a natural person may be exercised by the Owner or the Owner's lawful spouse. The membership rights of an Owner which is not a natural person may be exercised by any director, officer, partner, or trustee, or by any other

individual designated from time to time by the Owner in a written instrument provided to the Association's Secretary. Membership is restricted to Owners and is not intended to include Persons that hold an interest in a Lot merely as security for the performance of an obligation. The interest of any Member in the funds and assets of the Association may not be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the Lot which is the basis of the membership in the Association.

5.2 Transfer of Membership. Transfer of Membership in the Association shall be established by the recording in the County's official public records of a deed or other instrument establishing a transfer of record title to any Lot for which membership has already been established. The Owner designated by such instrument of conveyance thereby becomes a Member, and the prior Member's membership thereby is terminated. In the event of death of a Member, her/his membership shall be automatically transferred to her/his heirs or successors in interest. Notwithstanding the foregoing, the Association shall not be obligated to recognize a transfer of membership until such time as the Association receives a true copy of the recorded deed or other instrument establishing the transfer of ownership of the Lot, and it shall be the responsibility and obligation of the former and the new Owner of the Lot to provide such true copy of said recorded instrument to the Association.

ARTICLE VI **VOTING RIGHTS**

6.1 Voting Rights of Members. Each Owner, as a Member, shall be entitled to one (1) vote per membership in all Association matters that are submitted to the membership for vote.

6.2 Voting by Co-Owners. If a Lot is owned by more than one (1) Person, all Co-Owners shall share the voting privileges of such membership as a single member, subject to reasonable Board regulation and the restrictions on voting set forth in these Articles in and in the Bylaws.

6.3 Proxies. Except as otherwise specifically set forth in the Declaration or these Articles, every Member of the Association that is entitled to vote at a meeting of the Members or to otherwise express consent or dissent without a meeting, may authorize another person to act on the Member's behalf by a proxy signed by such Member. Directors may not vote by proxy.

Any proxy shall: be in writing; be dated; specify the Lot(s) for which it is given; state the date, time, and place of the meeting for which it is given; be signed by the Member or her/his duly authorized attorney-in-fact; and be provided to the Association's Secretary, or the person acting as Secretary at the meeting, at or prior to the time designated in the order of business for so delivering such proxies. A proxy is only effective for the specific meeting and/or vote for which it was given, and as the meeting and/or vote may lawfully be reconvened from time to time. However, a proxy automatically expires ninety (90) calendar days after the original date of the meeting and/or vote for which it was given; unless a shorter period is specified in the proxy. Unless otherwise specifically provided for in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast for the specified Lot(s), and in the event of any conflict between two (2) or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both proxies shall be deemed invalid.

Every proxy shall be freely revocable by the Member executing it at any time prior to the specific meeting and/or vote for which it was given, and shall automatically cease upon: (a) receipt by the Secretary of written notice of revocation of the proxy, (b) conveyance of any Lot for which it was given, (c) the death of the Member giving the proxy, (d) the judicially declared incompetence of a Member who is a natural person, and/or (e) ninety (90) calendar days after the original date of the meeting and/or vote for which it was given.

6.4 Calculation of Votes. Any question concerning the number of votes which may be cast by a Member shall be decided by a majority of the Board.

ARTICLE VII
BOARD OF DIRECTORS

7.1 Members of the Board. The Association's affairs shall be managed by a Board consisting of not less than three (3) members, but not more than the total number of Lots within the Committed Property. The number of directors is not required to be an odd number. The number of Board seats shall be determined by the Members in accordance with the Bylaws. In the absence of such determination, there shall be three (3) Board members. Directors must be natural persons, but are not required to be Owners. Board members shall be appointed, elected, or removed as follows:

7.1.1 Appointments to the Board. Each Member may (but shall not be required to) appoint one (1) director to the Board per each membership held by such Member, as provided in the Bylaws.

7.1.2 Removal from the Board. Each Member shall in its sole and absolute discretion make involuntary removals from the Board and vacancy appointments to the Board for its appointed one (1) director, as provided in the Bylaws.

7.2 Exercise of Duties and Powers. All of the duties and powers of the Association existing under Chapters 617 & 720, Fla. Stat., the Declaration, these Articles, the Bylaws, and any Use Restrictions, Rules, and Regulations, shall be exercised exclusively by the Board (its directors, officers, committee members, and/or members of a board appointed by the Board) and shall only be subject to approval by the Members when expressly required.

7.3 Initial Board Members. The names and addresses of Board members who shall hold office until they are removed or their successors are selected are:

<u>Name</u>	<u>Office</u>	<u>Address</u>
Curran Campbell	Director	115 Sunset Drive Nokomis, Florida 34275
<u>MARTHA SCOTT</u>	Director	<u>103 Sunset Drive</u> <u>Nokomis, FL 34275</u>
<u>FRED FRANCES, MD</u>	Director	<u>111 Sunset Drive</u> <u>Nokomis, FL 34275</u>

ARTICLE VIII
OFFICERS

8.1 The Association's officers shall be a President, Secretary, and Treasurer, and such other officers as the Board may from time to time create by resolution. The officers shall serve at the pleasure of the Board, and the Bylaws may provide for their removal from office and for filling vacancies, and for the duties of the officers. The President and Secretary shall be elected from among the members of the Board; other officers may, but need not, be selected from the members of the Board. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. Officers must be natural persons, but are not required to be Owners. The Association's officers shall each have such powers and duties as generally pertain to their respective offices under Applicable Law, as well as such powers and duties as may specifically be conferred or imposed by the Board. The names and addresses of the initial officers who shall serve until they are removed or their successors are designated by the Board are:

<u>Name</u>	<u>Office</u>	<u>Address</u>
Curran Campbell	President	115 Sunset Drive Nokomis, Florida 34275
Grace Kang	Secretary	115 Sunset Drive Nokomis, Florida 34275
Grace Kang	Treasurer	115 Sunset Drive Nokomis, Florida 34275

ARTICLE IX
INDEMNIFICATION OF DIRECTORS AND OFFICERS

9.1 **Indemnification and Defense of Directors, Officers, and other Agents of the Board.** As limited in this §9.1, the Association shall indemnify, defend, and hold harmless any Person from and against any liability, when the Person was or is a party or is threatened to be made a party, to any contemplated, pending, or threatened action or proceeding (whether civil or criminal) by reason of the fact that such Person is or was the Association's: director, officer, committee member, member of a board appointed by the Board, and/or direct employee (expressly meaning to exclude any agents hired by the Association to perform services and/or provide goods, e.g., a management company and its employees). Such Persons shall not be personally liable for any mistake of judgment - negligent or otherwise - or with respect to any contract or other commitment made or action taken, which was made in good faith on behalf of the Association, and the Association shall indemnify, defend, and hold harmless such Persons from any liability and reasonable expenses actually incurred which results from such conduct. This indemnity, defense, and hold harmless obligation includes all costs, expenses, and fees incurred by the Person incident to an action or proceeding, but not limited to and without limitation: (a) damages claimed against the Person; (b) fines levied against the Person; (c) judgments entered against the Person; (d) reasonable attorneys' and paralegal fees and costs (at all kinds and levels of proceedings, including, but not limited to and without limitation, administrative proceedings, appeals, arbitrations, bankruptcy proceedings, civil trials, and mediations); and (e) settlement amounts actually and reasonably

incurred by the Person (provided the Association was given reasonable written notice of, an opportunity to participate in, the settlement). For any civil action or proceeding, this indemnity, defense, and hold harmless obligation only applies if the Person's alleged conduct was performed in good faith and in a manner the Person reasonably believed to be in, or not opposed to, the best interest of the Association. For any criminal action or proceeding, this indemnity, defense, and hold harmless obligation only applies if either: the Person is adjudicated not guilty; the Person had no reasonable cause to believe the alleged conduct was unlawful; or upon such Person being adjudicated guilty of gross negligence (or an equivalent or lesser *mens rea*) in the performance of the Person's duty to the Association, then only to the extent the Board determines that despite the guilty adjudication in view of all the circumstances of the case such Person should fairly and reasonably be indemnified (and in such cases only for such expenses which the Board shall deem proper). This indemnity, defense, and hold harmless obligation only applies to the extent the Person remains personally liable, and shall be deemed waived if the Person fails to participate in good faith in the defense of the liability (e.g. waiver will occur if the Person enters into any "Mary Carter" Agreements, "Snapp" Agreements, "Gallagher" Agreements, "High-Low" Agreements, "Litigation-Loan" Agreements, Claims Assignment Agreements, and/or any other agreement whereby the Person seeks to limit and/or avoid her/his own personal liability in a manner adverse to the Association's interests). This indemnity, defense, and hold harmless obligation shall not be construed to require the Association to reimburse any insurance company or surety claiming subrogation for any fees and/or costs incurred in defending the Person under an insurance policy or bond.

9.2 Advances Under A Reservation of Rights. Any costs, expenses, and fees incurred pursuant to this **Article IX** in defending any Person in a civil or criminal action or proceeding which are expended by the Association under a reservation of rights and in advance of the final disposition of such action or proceeding, shall be reimbursed by the Person to the Association if a Court ultimately determines that the Person was not entitled to defense and/or indemnification of the subject action or proceeding pursuant this **Article IX**.

9.3 Non-Exclusivity and Survival. The indemnification, defense, and hold harmless rights provided by this **Article IX** shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Applicable Law, Declaration, Bylaws, any agreement, or otherwise. The indemnification, defense, and hold harmless rights provided by this **Article IX** shall: (a) continue as to any Person who has ceased to hold the position, but only for claims, causes of action, and/or other such liabilities which accrued during the period in which s/he held the position; and (b) shall inure to the benefit of the administrators, executors, and/or heirs of such Person to the same extent as would otherwise be held by the Person if still alive.

9.4 Insurance. The Association shall have the power (but not the obligation) to purchase and maintain insurance on behalf of any Person who is or was a director, officer, committee member, member of a subordinate board, and/or agent or employee of the Association, or is or was serving at the request of the Association as a director, officer, committee member, member of a subordinate board, and/or agent or employee of another corporation, joint venture, partnership, trust, or other enterprise, against any liability asserted against the Person arising out of any such capacity – regardless of whether the Association would have the obligation or power to indemnify the Person against such liability under the provisions of this **Article IX**.

9.5 Amendments. Notwithstanding anything to the contrary in these Articles, the provisions of this **Article IX** may not be amended and/or supplemented without the prior written consent of all Members whose interest would be adversely affected by such amendment and/or supplement.

9.6 Indemnity, Defense, and Hold Harmless by Owners. Each Owner shall indemnify, defend, and hold harmless the Association (and its directors, officers, committee members, member of a board appointed by the Board, and/or agents and employees) from and against any damages, expenses, and other liabilities which they may incur as a result of such Owner's and/or the Owner's Permittees' failure to comply with the Association's Governing Documents, including but not limited to and without limitation: (a) any incurred costs and fees for third-parties to investigate and/or correct the violation, (b) reasonable Attorneys' Fees and Costs; and (c) reasonable administrative fees of the Association.

ARTICLE X **BYLAWS**

10.1 The initial Bylaws of the Association shall be adopted by the Board and may be altered, amended, and/or rescinded in the manner provided by the Bylaws.

ARTICLE XI **INCOME DISTRIBUTION**

11.1 No part of the income of the Association shall be distributable to its directors, Members, or officers, except as commercially reasonable compensation for services rendered.

ARTICLE XII **AMENDMENTS**

12.1 Amendments. Amendments to these Articles shall be proposed and adopted in the following manner:

12.1.1 Initiation. A resolution to amend these Articles may be proposed by a majority of the members of the Board, or by Members representing not less than seventy percent (70%) of the total votes in the Association.

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

12.1.3 Adoption.

- (a) A resolution by the Board for the adoption of a proposed amendment to these Articles shall be adopted by the affirmative vote and/or written consent of Members representing greater than seventy percent (70%) of the total votes in the Association.

- (b) No amendment shall make any changes in the qualification for membership, in the voting rights and/or property rights of Members, or of this **Article XII**, without the approval of all Members affected by such amendment.

12.1.4 Recording. Upon the approval of an amendment to these Articles, the amendment shall be executed and delivered to the Florida Secretary of State as provided by law, and a copy certified by the Secretary of State shall be recorded in the County's official public records as a Supplement to the Declaration.

ARTICLE XIII
TERM

13.1 The Association shall exist perpetually, unless voluntarily dissolved by the Members according to Florida law.

ARTICLE XV
DISSOLUTION

14.1 In the event the Association is dissolved or otherwise ceases to exist:

- (a) The control of, Maintenance obligations for, and/or right of access to, those portions of the property containing the Roadway Improvements, Surface Water Management System servicing the Roadway Improvements, and/or other Common Areas owned and/or Maintained by the Association or in which the Association has an easement or other interest, shall be conveyed or dedicated to an appropriate Governmental Authority or public utility, and if not accepted, shall be conveyed to a not-for-profit corporation similar to the Association (any successor entity must comply with Rule 62-330.310, F.A.C., the Environmental Resource Permit Applicant's Handbook Volume I, Section 12.3, and be approved by SWFWMD prior to the Association's termination, dissolution, or liquidation);
- (b) Until such alternate entity assumes such responsibility, all of the Owners shall be jointly and severally responsible for the operation and Maintenance of the portions of the Roadway Improvements, Surface Water Management System servicing the Roadway Improvements, and/or Common Areas for which the Association previously was responsible; *and*
- (c) Except as may be otherwise provided by the terms of the Declaration, all remaining assets, or the proceeds from the sale of such assets, shall be apportioned among the residential properties in the Committed Property prorated to the number of votes attributable to such residential properties, and the share of each shall be distributed to the then Owners thereof.

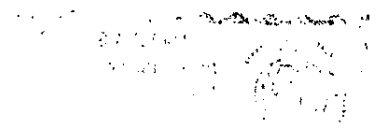
ARTICLE XV
INCORPORATOR

15.1 The name and street address of the incorporator is:

Curran Campbell
115 Sunset Drive
Nokomis, Florida 34275

15.2 The incorporator may be reimbursed for reasonable pre-incorporation expenses upon approval by a greater than fifty percent (50%) of the votes of the total Board in existence at the time of such vote, with such majority excluding the vote of the incorporator if s/he is also a director.

{THIS SPACE INTENTIONALLY LEFT BLANK}



{SIGNATURES COMMENCE ON FOLLOWING PAGE}

IN WITNESS WHEREOF, for the purpose of forming this not-for-profit corporation under the laws of the State of Florida, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this 29 of July, 2015.

Signed, sealed, and delivered in the presence of:

By Curran Campbell 7/29/2015

Curran Campbell
Printed Name

Incorporator
Title

Annette Fraczak
Witness

Annette Fraczak
Printed Name

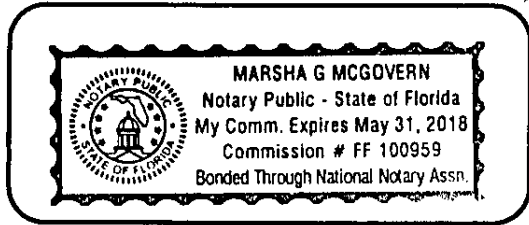
Jennifer R Woodmaster
Witness

Jennifer R Woodmaster
Printed Name

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 29 day of July, 2015, by Curran Campbell. He is personally known to me or has produced Florida Drivers License C514-10372214-0 as identification, and did not take an oath.



Notary Stamp

Marsha G. McGovern
Signature of Notary

Marsha G. McGovern
Print Name of Notary


My Commission Expires: May 31, 2018

{SIGNATURES CONTINUE ON FOLLOWING PAGE}

CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE

In pursuance of the Florida Not-for-Profit Corporation Act, the following is submitted, in compliance with said statute:

That Sunset Drive Homeowners' Association, Inc., desiring to organize under the laws of the State of Florida, with its registered office, as indicated in the Articles of Incorporation, at 115 Sunset Drive, Nokomis, Florida 34275, has named Curran Campbell at 115 Sunset Drive, Nokomis, Florida 34275, as its registered agent to accept service of process within Florida and to perform such duties as are required in the State of Florida.



By

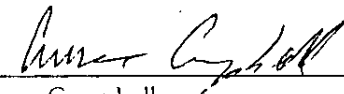
Grace Kang

Secretary of Sunset Drive Homeowners'
Association, Inc.

Dated: 7/29/15

ACKNOWLEDGMENT

Having been named to accept service of process and serve as registered agent for the above-stated corporation, at the place designated in this Certificate, the undersigned, hereby agrees to act in this capacity, and agrees to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and the undersigned is familiar with and accepts the obligations of its position of registered agent.



Curran Campbell

Dated: 7/29/2015

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

15 AUG -3 AM 7:03

APPROVAL
AND
FILED

{END OF ARTICLES DOCUMENT}