

Document Number Only

194000001610

C T CORPORATION SYSTEM

Requestor's Name

660 East Jefferson Street

Address

Tallahassee, FL 32301

222-1092

City

State

Zip

Phone

CORPORATION(S) NAME

100002708961--3

-12/10/98--01060--017

*****35.00 *****35.00

Sunset Island Homeowners Association, Inc.

98 DEC 21 PM 1:35
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

☐ Profit

☐ NonProfit

☐ Limited Liability Company

☐ Foreign

☒ Amendment

☐ Merger

☐ Dissolution/Withdrawal

☐ Mark

☐ Limited Partnership

☐ Reinstatement

☐ Limited Liability Partnership

☐ Certified Copy

☐ Annual Report

☐ Reservation

☐ Photo Copies

☐ Other ucc-1 / ucc-3

☐ Change of R.A.

☐ Fictitious Name

☐ CUS

☐ Call When Ready

☒ Walk In

☐ Mail Out

☐ Call if Problem

☐ Will Wait

☐ After 4:30

☒ Pick Up

Name

Availability

Document
Examiner

Updater

Verifier

Acknowledgment

W.P. Verifier

12/10

PLEASE RETURN EXTRA COPY(S)

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THANKS

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98 DEC 10 PM 12:23
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FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham

Secretary of State

December 11, 1998

CT CORPORATION SYSTEM

TALLAHASSEE, FL

SUBJECT: SUNSET ISLAND HOMEOWNERS ASSOCIATION, INC.

Ref. Number: N94000001610

We have received your document for SUNSET ISLAND HOMEOWNERS ASSOCIATION, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

A certificate must accompany the Restated Articles of Incorporation setting forth one of the following statements: (1) The restatement was adopted by the board of directors and does not contain any amendments requiring member approval; OR (2) If the restatement contains an amendment requiring member approval, the date of adoption of the amendment by the members and a statement that the number of votes cast for the amendment was sufficient for approval.

Please return 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) 487-6908.

Teresa Brown
Corporate Specialist

Letter Number: 498A00058512

Walk-In
Pick-up
12/21/98

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DEC 21 PM 3:01
DIVISION OF CORPORATIONS



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

December 22, 1998

CT CORPORATION SYSTEM

TALLAHASSEE, FL

SUBJECT: SUNSET ISLAND HOMEOWNERS ASSOCIATION, INC.
Ref. Number: N94000001610

We have received your document for SUNSET ISLAND HOMEOWNERS ASSOCIATION, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please accept our apology for failing to mention this in our previous letter.

The word "initial" or "first" should be removed from the article regarding directors, officers, and/or registered agent, unless these are the individuals originally designated at the time of incorporation.

Please return 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) 487-6908.

Teresa Brown
Corporate Specialist

Letter Number: 398A00059972

RECEIVED
53 DEC 22 PM 1:22
WALK-IN
PICK-UP
12/22/98
DIVISION OF CORPORATIONS

* Please backdate to:
December 21st

Thanks!

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SUNSET ISLAND HOMEOWNERS ASSOCIATION, INC.
a not-for-profit Florida corporation

FILED
98 DEC 21 PM 1:35
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Parcel G Island Development Corp., a Florida corporation ("Declarant") and Sunset Key Restaurant Corporation, a Florida corporation ("SKRC") own the PGIDC Property, more particularly described in the Island Declaration (as hereinafter defined).

Parcel J Island Development Corp., a Florida corporation ("PJIDC") owns the PJIDC Property, more particularly described in the Island Declaration (as hereinafter defined).

Sunset Acquisitions Corporation, a Florida corporation ("SAC") owns the SAC Property, more particularly described in the Island Declaration (as hereinafter defined).

Parcel K Island Development Corp., a Florida corporation ("PKIDC") owns the PKIDC Property, more particularly described in the Island Declaration (as hereinafter defined).

Marpalm of Florida, Inc., a Florida corporation ("Marpalm") owns the Marpalm Property, more particularly described in the Island Declaration (as hereinafter defined).

Sunset Key PB Corporation, a Florida corporation ("SKPBC") owns the Public Access Beach, more particularly described in the Island Declaration (as hereinafter defined).

Henry A. Drettmann and Mary A. Drettmann, his wife ("Drettmann") own Lot 19 of Sunset Key, more particularly described in the Island Declaration (as hereinafter defined).

Peter A. Flaherty and Pamela Flaherty, his wife ("Flaherty") own Lot 17 of Sunset Key, more particularly described in the Island Declaration (as hereinafter defined).

The Association (as hereinafter defined) was created for the efficient preservation of the values and amenities of the Property [as defined in the Island Declaration (as hereinafter defined)] and the Association has been delegated and assigned the powers of owning, maintaining and administering that portion of the Property [as defined in the Island Declaration (as hereinafter defined)] which may be designated as Common Areas [as defined in the Island Declaration (as hereinafter defined)] and otherwise administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges created by virtue of that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded April 19, 1994 in Official Records Book 1302 at Page 2195 of the Public Records of Monroe County, Florida (the "Original Declaration").

Ronald M. Griffith, as Successor Trustee pursuant to that certain land trust agreement dated as of August 10, 1991 and bearing Trust No. 1001 caused the Association (as hereinafter defined) to be formed for the purpose of exercising the functions set forth in the Original Declaration.

On December 29, 1995 the Original Declaration was amended and restated by virtue of that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 1385 at Page 1788 of the Public Records of Monroe County, Florida (the "Amended Declaration").

On March 29, 1996 the Amended Declaration was amended and restated by virtue of that certain Second Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 1396 at Page 2089 of the Public Records of Monroe County, Florida (the "Second Amended Declaration").

The Declarant, SKRC, PJIDC, SAC, PKIDC, Marpalm, SKPBC, the Drettmanns and the Flahertys or their successors in title intend that all of the parcels comprising the Property [as defined in the Island Declaration (as hereafter defined)] will be developed and/or operated pursuant to a general plan and subject to certain covenants and restrictions, all running with title to the Property [as defined in the Island Declaration (as hereafter defined)] as set forth in the Second Amended Declaration, as amended and/or restated by virtue of that certain Sunset Key Declaration of Covenants, Conditions, Restrictions and Easements (the "Island Declaration"), to be recorded in Official Records Book 1500 at Page 916, of the Public Records of Monroe County, Florida. The Island Declaration affects certain parcels of real property, including, without limitation, the PGIDC Property, the PJIDC Property, the SAC Property, the PKIDC Property, the Marpalm Property, the Common Area, the Public Access Beach and Lots 17 and 19 in Parcel G-1, which parcels of real property affected by the Island Declaration are referred to herein and in the Island Declaration as the "Property" The Association (as hereinafter defined) was formed as the Association to administer the Island Declaration, and to perform the duties and exercise the powers pursuant to the Island Declaration, which submits the Property to the jurisdiction of the Association (as hereinafter defined). All of the definitions contained in the Island Declaration shall apply to these Amended and Restated Articles of Incorporation, and to the Amended and Restated By-Laws of the Association (as hereinafter defined).

ARTICLE I

NAME

The name of this corporation is "Sunset Island Homeowners Association, Inc.," a not-for-profit Florida corporation, hereinafter referred to as the "Association."

ARTICLE II

PURPOSE

The purposes for which the Association is organized are as follows:

1. To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.
2. To administer, enforce and carry out the terms and provisions of the Island Declaration, as same may be amended from time to time.
3. To administer, enforce and carry out the terms and provisions of any other declaration of covenants, conditions and restrictions, or similar document, submitting property to the jurisdiction of, or assigning responsibilities, rights or duties to, the Association, and accepted by the Board.
4. To promote the health, safety, welfare and business of the Members.

ARTICLE III

POWERS

The Association shall have the following powers:

1. All of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida.
2. To administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the Island Declaration or any similar documents, either express or implied, including, but not limited to, the following:
 - A. To own, purchase, convey, sell, mortgage, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.
 - B. To make and collect Assessments against Members and Owners to defray the costs, expenses and losses incurred or to be incurred by the Association.
 - C. To make, establish and enforce reasonable rules and regulations governing the use of Common Areas, any of the parcels which constitute the Property, and other property under the jurisdiction of the Association.
 - D. To grant, modify and terminate easements on property owned by the Association, and to dedicate property owned by the Association to any public or quasi-public agency, authority or utility company for road right-of way, ingress and egress, public utility, drainage, irrigation, sprinkler system, wetland and lake maintenance purposes.

E. To borrow money for the purposes of carrying out the powers and duties of the Association.

F. To exercise architectural control over the construction, improvement and/or repair of any building, fence, wall, driveway, road, sidewalk, walkway, sign, lighting, antenna, landscaping or other structure or improvement, or any change or alteration thereto, placed, constructed or made upon any property over which the Association has jurisdiction.

G. To obtain insurance to protect the Association against loss, and to pay taxes assessed against any property owned by and/or the responsibility of the Association.

H. To employ personnel necessary to perform the obligations, services and duties required of or performed by the Association, and for which the Association is responsible, or to contract with others for the performance of such obligations, services and/or duties. Without limitation, the Association is specifically authorized to enter into a management agreement with a management company, including a management company affiliated with the Declarant, pursuant to which such management company will manage, maintain and operate the Common Areas and other portions of the Property to be operated and/or maintained by the Association, will submit budgets to the Association for approval by the Board, will collect assessments for Common Expenses payable by the Owners pursuant to the Island Declaration, and will perform such other duties as may be agreed to from time to time, and in connection therewith, to pay the management company a reasonable fee for such services.

I. To annex additional real property to the Property pursuant to the terms and provisions of the Island Declaration.

J. To administer, enforce and carry out the terms and provisions of the Island Declaration, as same may be amended from time to time.

ARTICLE IV **MEMBERSHIP AND VOTING RIGHTS**

1. Membership and Voting Rights. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Each Member shall initially be entitled to the number of votes allotted to such Member as follows: (a) The Owner of Lot 19 shall be entitled to one (1) vote; (b) The Owner of Lot 17 shall be entitled to one (1) vote; (c) Each Owner of a Unit in Parcel G-6 shall be entitled to 3 votes for each Unit owned by such Member in Parcel G-6; (d) Each Owner of a Unit in Parcel J shall be entitled to 3 votes for each Unit owned by such Member in Parcel J; (e) Each Owner of a Unit in Parcel K shall be entitled to 1 vote for each Unit owned by such Member in Parcel K; (f) Each Owner of a Unit in Parcel L shall be entitled to 1 vote for each Unit owned by such Member in Parcel L; (g) The Owner of Parcel P is entitled to ten (10) votes; (h) Each Owner of a Unit in Parcel O shall be entitled to 1 vote for each Unit owned by such Member in Parcel O; (i) The Owners of the Commercial Property shall be entitled to 13 votes (Parcel C-1 five (5) votes,

Parcel C-2 five (5) votes, and Parcel C-3 three (3) votes; provided, however, at such time as a Unit has been conveyed to a purchaser who has purchased one or more contiguous Units for his/her private use or at such time as a certificate of occupancy has been issued for a Unit (excluding those certain Units which have obtained certificates of occupancy, for so long as said Units are used as models to aid in the marketing of Units, and are owned by the Declarant or a Walsh Entity), then the Owner of such Unit shall be entitled to one (1) vote.

Membership in the Association shall not be assignable, except to the successor-in-interest of the Owner, and every Membership of an Owner in the Association shall be appurtenant to and may not be separated from any Unit, and such ownership shall be the sole qualification for Membership of an Owner in the Association.

2. Designation by Co-Owners of Units. When more than one party holds the interest or interests required for Membership in any Unit, all such Co-Owners shall be Members, but only one such Co-Owner shall be entitled to exercise the vote(s) to which the Unit is entitled. Such Co-Owners may from time to time all designate in writing one of their number to so vote. Unless the Board receives a written notice from such Co-Owner it shall be conclusively presumed that the Co-Owner who votes is voting with the consent of his or her other Co-owners. No such vote(s) shall be cast regarding any Unit where the majority of the Co-Owners cannot agree upon said vote or other action. The non-voting Co-Owner or Co-Owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly-owned Unit and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting procedures established herein or in the Island Declaration, or in the Amended and Restated Bylaws of the Association, shall be binding on all Co-Owners and their successors and assigns; said voting rights shall be subject to the restrictions and limitations provided in the Island Declaration, any supplemental declaration and in these Amended and Restated Articles and the Amended and Restated Bylaws (to the extent applicable). If a Unit is owned by a corporation, the person entitled to cast such vote(s) for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association.

3. Changes in Membership. Upon the transfer of fee title to any Unit, whether by conveyance, devise, judicial decree or otherwise, and upon the recordation amongst the public records of the county in which the Property is located, of the deed or other instrument of conveyance evidencing a transfer of ownership, the new Owner designated in such deed or other instrument of conveyance shall become a Member of the Association, and the membership of the prior Owner as to the parcel designated shall be terminated. The Association shall not be responsible for reflecting any such change in membership until notified of same.

4. Membership Appurtenant to Parcel. No membership in the Association, and no interest or right of any Member in the funds or assets of the Association, may be assigned, transferred, or encumbered or otherwise disposed of or hypothecated except as an appurtenance to the Unit of the Member.

5. Voting Rights. Members of the Association shall be entitled to vote for the election of the Directors, and on other matters specified in these Amended and Restated Articles, the Amended and Restated By-Laws of the Association or applicable Florida statute. The voting rights granted to the Members of the Association pursuant to this Section 5 shall be subject to the Association's right to suspend such voting rights as provided in the Island Declaration.

ARTICLE V

BOARD OF DIRECTORS

1. Number. The affairs of the Association will be managed by the Board. The number of Directors on the Board shall be determined pursuant to the Amended and Restated By-Laws and in any event shall always be an odd number.

2. Election or Appointment by Members. All Directors elected or appointed by the Members shall be elected or appointed by the Members in the manner provided by the Amended and Restated By-Laws.

3. Appointment of Directors by Declarant. Notwithstanding anything contained herein to the contrary, the Board shall initially consist of three (3) Directors appointed by the Declarant and not elected by the Members, until such time as the number of Completed Units equals ninety-nine (99) plus ninety (90%) percent of the Completed Units out of the residential units currently assigned at Marina Court/Caroline Court (as referenced in Article XVI, subsection (a) of the Island Declaration), in the event that the development rights for any of said residential units are transferred to the Island from Marina Court/Caroline Court by proper assignment recorded in the Public Records of Monroe County, Florida prior to the time that the initial number of Completed Units equals ninety-nine (99), at which time (or at such earlier date as Declarant may determine in its sole discretion by furnishing written notice to the Owners of such transfer of control) the Board shall be elected by the Owners..

ARTICLE VI

OFFICERS

The Officers of the Association shall be a president, vice-president, secretary, treasurer and such other officers as the Board may create by resolution from time to time. The names of the Officers who are to manage the affairs of the Association until their successors have been elected or appointed are as follows:

President	Mark Walsh
Vice President	Michael Walsh

Secretary

Mark Walsh

Treasurer

Michael Walsh

ARTICLE VII

INDEMNIFICATION

1. Indemnification. Every Director and Officer of the Association shall be indemnified by the Association to the fullest extent permitted or authorized by current or future legislation or judicial or administrative decisions (but, in the case of any such future legislation or decisions, only to the extent that it permits the Association to provide broader indemnification rights than permitted prior to such legislation or decisions) against all expenses and liabilities, including attorneys' fees, reasonably incurred by, or imposed upon him in connection with any threatened, pending or completed civil, criminal, administrative or investigative proceeding (the "Proceeding") to which he may be a party, or in which he may become involved as a witness, by reason of his being or having been a Director, Officer, agent or employee of the Association, whether or not he is a Director, Officer, agent or employee at the time such expenses are incurred, except in such cases where the Director, Officer, agent or employee is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, indemnification shall apply only when the Board 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, any other right of indemnification to which a Director, Officer, agent or employee may be entitled. The Association is specifically authorized to purchase insurance for such indemnification. Each Director, Officer, employee or agent of the Association to whom indemnification rights under this Article VII have been granted shall be referred to as an "Indemnified Person".

Notwithstanding the foregoing, the Association shall indemnify an Indemnified Person in connection with a Proceeding (or part thereof) initiated by such Indemnified Person only if authorization for such Proceeding (or part thereof) was not denied by the Board of Directors of the Association prior to sixty (60) days after receipt of notice thereof from such person.

2. Advance of Costs. Charges and Expenses. Costs, charges and expenses (including attorneys' fees) incurred by an officer, director or employee who is an Indemnified Person in defending a Proceeding shall be paid by the Association to the fullest extent permitted or authorized by current or future legislation or current or future judicial or administrative decisions (but, in the case of any such future legislation or decisions only to the extent that it permits the Association to provide broader rights to advance costs, charges and expenses than permitted prior to such legislation or decisions) in advance of the final disposition of such Proceeding, upon receipt of an undertaking by or on behalf of the Indemnified Person to repay all amounts so advanced in the event that it shall ultimately be determined that such person is not entitled to be indemnified by the Association as authorized in this Article and upon such other terms and conditions, in the case of indemnified agents, as the Board of Directors may deem appropriate. The Association may, upon approval of the

Indemnified Person, authorize the Association's counsel to represent such person in any Proceeding, whether or not the Association is a party to such Proceeding. Such authorization may be made by the Chairman of the Board, unless he is a party to such Proceeding, or by the Board of Directors, including directors who are parties to such Proceeding.

3. Procedure For Indemnification. Any indemnification or advance under this Article shall be made promptly and in any event within sixty (60) days, upon the written request of the Indemnified Person. The right to indemnification or advances as granted by this Article shall be enforceable by the Indemnified Person in any court of competent jurisdiction, if the Association denies such request under this Article, in whole or in part, or if no disposition thereof is made within sixty (60) days. Such Indemnified Person's costs and expenses incurred in connection with successfully establishing his right to indemnification, in whole or in part, in any such action shall also be indemnified by the Association. It shall be a defense to any such action that the claimant has not met the standard of conduct, if any, required by current or future legislation or by current or future judicial or administrative decisions for indemnification (but, in the case of any such future legislation or decisions, only to the extent that it does not impose a more stringent standard of conduct than permitted prior to such legislation or decisions), but the burden of proving such defense shall be on the Association. Neither the failure of the Association (including its Board of Directors or any committee thereof, its independent legal counsel, and its members) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct, if any, nor the fact that there has been an actual determination by the Association (including its Board of Directors or any committee thereof, its independent legal counsel, and its members) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

4. Survival of Indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any agreement, vote of members or disinterested directors or recommendation of counsel or otherwise, both as to actions in such person's official capacity and as to actions in another capacity while holding such office, and shall continue as to an Indemnified Person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. All rights to indemnification under this Article shall be deemed to be a contract between the Association and each Indemnified Person who serves or served in such capacity at any time while this Article is in effect. Any repeal or modification of this Article or any repeal or modification of relevant provisions of the Florida Not For Profit Corporation Act or any other applicable laws shall not in any way diminish any rights to indemnification of such Indemnified Person, or the obligations of the Corporation arising hereunder, for claims relating to matters occurring prior to such repeal or modification.

5. Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation,

partnership, joint venture, trust or other enterprise (including serving as a fiduciary of an employee benefit plan), against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article VII or the applicable provisions of the Florida Not For Profit Corporation Act.

6. Savings Clause. If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Association shall nevertheless indemnify each Indemnified Person as to costs, charges and expenses (including attorneys' fees) judgments, fines and amounts paid in settlement with respect to any Proceeding, including an action by or in the right of the Association, to the full extent permitted by any applicable portion of this Article that shall not have been invalidated and as permitted by applicable law.

ARTICLE VIII

AMENDED AND RESTATED BY-LAWS

The Amended and Restated By-Laws shall be adopted by the Board named herein, and thereafter, subject to the provisions of Article XIII, may be altered, amended or rescinded (provided that no such amendment which affects the rights of the Declarant or its successors or assigns shall be effective unless the Declarant joins in and consents to said amendment) in the following manner:

1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. Adoption. A resolution for the adoption of a proposed amendment to the Amended and Restated By-Laws may be proposed by either the Board or by the Members having not less than ten percent (10%) of all of the votes which may be cast by all of the Members. Except as elsewhere provided, the approval of a proposed amendment must be by either:

A. Not less than a majority of the entire Board, and not less than seventy-five percent (75%) of all of the votes which may be cast by all of the Members; or

B. The unanimous consent of the entire Board.

3. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Amended and Restated By-Laws, which certificate shall be executed by the President of the Association, and recorded in the public records of the county in which the Property is located.

ARTICLE IX
AMENDMENTS TO AMENDED AND RESTATED ARTICLES

Subject to the provisions of Article XIII, amendments to these Amended and Restated Articles shall be proposed and adopted in the following manner:

1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. Adoption. A resolution for the adoption of a proposed amendment to these Amended and Restated Articles may be proposed by either the Board or by Members having not less than ten percent (10%) of all of the votes which may be cast by all of the Members. Directors and Members not present in person or by proxy at a meeting considering an amendment may express their approval or disapproval in writing, provided the approval is delivered to the Secretary of the Association within ten (10) days after the meeting at which the amendment is considered. Approval of an amendment to these Amended and Restated Articles must be by either:

A. Not less than a majority of the entire Board, and not less than seventy-five (75%) percent of all of the votes which may be cast by all of the Members; or

B. The unanimous consent of the entire Board.

3. A copy of each amendment to these Amended and Restated Articles shall be filed with the Secretary of State of the State of Florida, and a copy certified by the Secretary of State shall be recorded in the public records of the County in which the Property is located.

ARTICLE X
TERM

This Association shall have perpetual existence.

ARTICLE XI
INCORPORATOR AND INITIAL PRINCIPAL OFFICE

The name and address of the incorporator to these Amended and Restated Articles of Incorporation is as follows:

Name

Mark Walsh

Address

1100 Linton Boulevard
Suite C-9
Delray Beach, Florida 33444

The address of the principal office of the Association is as follows: 1100 Linton Boulevard, Suite C-9, Delray Beach, Florida 33444.

ARTICLE XII
RESIDENT AGENT AND REGISTERED OFFICE

The registered agent and registered office of the Association shall be:

Name

Address

Richard H. Critchfield

1100 Linton Boulevard
Suite C-4
Delray Beach, Florida 33444

ARTICLE XIII
DECLARANT'S RIGHTS

1. Notwithstanding anything contained in these Amended and Restated Articles and/or the Amended and Restated By-Laws to the contrary, the Declarant shall have those rights set forth in the Island Declaration, for such period of time as is set forth in the Island Declaration. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Amended and Restated Articles, the Amended and Restated By-Laws, or the Island Declaration, the Island Declaration, the Amended and Restated Articles and the Amended and Restated By-Laws shall prevail in that order.

WHEREFORE, the undersigned has hereunder affixed his signature to these Amended and Restated Articles of Incorporation on this 25th day of February, 1998.

Signed, sealed and delivered
in the presence of:

Name: RICHARD CRITCHFIELD

Kathryn S. Douglas
Name: Kathryn S. Douglas


Mark Walsh
Its President

Address: 1100 Linton Boulevard
Suite C-9
Delray Beach, Florida 33444

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Florida and in the County of Palm Beach to take acknowledgements, personally appeared Mark Walsh, as President of Sunset Island Homeowners Association, Inc., who executed the foregoing Amended and Restated Articles of Incorporation, and he acknowledged to and before me that he did so voluntarily and for the purposes set forth herein, and he is personally known to me.

WITNESS my hand and official seal in the State and County last aforesaid this 25th day of February, 1998.

Kathryn S. Douglas
Notary Public, State of Florida

My Commission Expires: _____



ACCEPTANCE OF REGISTERED AGENT DESIGNATED
IN AMENDED AND ARTICLES OF INCORPORATION

Richard H. Critchfield, having a business office identical with the registered office of the corporation named above, and having been designated as the Registered Agent in the above and foregoing Amended and Restated Articles of Incorporation of Sunset Island Homeowners Association, Inc., is familiar with and accepts the obligations of the position of Registered Agent under Section 607.0505, Florida Statutes.



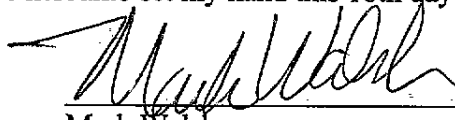
Richard H. Critchfield

CORPORATE CERTIFICATE

I, the undersigned President and Secretary of **SUNSET ISLAND HOMEOWNERS ASSOCIATION, INC.**, a not-for-profit corporation organized and existing under the laws of the State of Florida (the "Corporation"), DO HEREBY CERTIFY THAT:

1. That Amended and Restated Articles of Incorporation for the Corporation (the "Restatement") were adopted by the Members of the Corporation on February 25, 1998; and
2. That the number of votes cast for the adoption of the Restatement was sufficient for approval.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of December, 1998.



Mark Walsh