

Document Number Only

N98000006867

CT CORPORATION SYSTEM

Requestor's Name
660 East Jefferson Street

Address
Tallahassee, FL 32301 222-1092
City State Zip Phone

800002704488-4
-12/07/98-01071-018
*****70.00 *****70.00

CORPORATION(S) NAME

SUNSET KEY COTTAGE ASSOCIATION, INC.

FILED
98 DEC -7 AM 11:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

- Profit
- NonProfit *Articles*
- Limited Liability Co.
- Foreign
- Limited Partnership
- Reinstatement
- Certified Copy
- Call When Ready
- Walk In
- Mail Out
- Amendment
- Dissolution/Withdrawal
- Annual Report
- Reservation
- Photo Copies
- Call if Problem
- Merger
- Mark
- Other ucc filing
- Change of R.A.
- Fic. Name
- CUS
- After 4:30
- Pick Up

Name
Avallibility
Document Examiner
Updater
Verifier
Acknowledgment
W.P. Verifier

12/7

PLEASE RETURN EXTRA COPIES
FILE STAMPED
TO
JEFFREY D. BUTTERFIELD

T. SMITH DEC 07 1998

ARTICLES OF INCORPORATION
OF
SUNSET KEY COTTAGE ASSOCIATION, INC.
a not-for-profit Florida corporation

Marpalm of Florida, Inc., a Florida corporation ("Declarant"), owns the Property [as defined in the Cottage Declaration (as hereafter defined)].

The Association (as hereinafter defined) was created for the efficient preservation of the values and amenities of the Property and the Association has been delegated and assigned the powers of owning, maintaining and administering that portion of the Property which may be designated as Common Areas [as defined in the Cottage Declaration (as hereafter defined)] and otherwise administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges created with respect to the Property by virtue of: (a) that certain Sunset Key Declaration of Covenants, Conditions, Restrictions and Easements recorded February 27, 1998 in Official Records Book 1500 at Page 916 of the Public Records of Monroe County, Florida (the "Master Declaration") and (b) that certain Sunset Key Cottage Declaration of Covenants, Conditions, Restrictions and Easements (the "Cottage Declaration"), to be recorded in Official Records Book _____ at Page _____, of the Public Records of Monroe County, Florida..

The Declarant, or their successors in title intend that all of the parcels comprising the Property (as defined in the Cottage Declaration) 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 Cottage Declaration) as set forth in the Cottage Declaration. The Cottage Declaration affects certain parcels of real property which are referred to herein and in the Cottage Declaration as the "Property". The Association (as hereinafter defined) was formed as the Association to administer the Cottage Declaration, and to perform the duties and exercise the powers pursuant to the Cottage Declaration, which submits the Property to the jurisdiction of the Association (as hereinafter defined), subject to the stipulations, agreements, conditions and covenants contained and set forth in the Master Declaration which are binding upon the Association and/or the Property.

All of the definitions contained in the Cottage Declaration shall apply to these Articles of Incorporation, and to the By-Laws of the Association (as hereinafter defined).

ARTICLE I
NAME

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

98 DEC -7 AM 11:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

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 Cottage Declaration, as same may be amended from time to time, subject to the Master 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 Cottage 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 Cottage 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 Cottage Declaration.

J. To administer, enforce and carry out the terms and provisions of the Cottage 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 be entitled to one (1) vote for each Unit owned by such Member.

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 Cottage Declaration, or in the 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 Cottage Declaration, any supplemental declaration and in these Articles and the 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 Monroe County, Florida, 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 Articles, the 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 Cottage 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 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 By-Laws.

3. Appointment of Directors by Declarant. Notwithstanding anything contained herein to the contrary, the Board shall consist of three (3) Directors elected by the Owners. The names of the Directors of the Association until their successors have been elected or appointed are as follows:

Mark Walsh

Michael Walsh

William Walsh

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

BY-LAWS

The 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 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 By-Laws, which certificate shall be executed by the President of the Association, and recorded in the public records of Monroe County, Florida.

ARTICLE IX **AMENDMENTS TO ARTICLES**

Subject to the provisions of Article XIII, amendments to these 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 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 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 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 Monroe County, Florida.

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 Articles of Incorporation is as follows:

<u>Name</u>	<u>Address</u>
Mark Walsh	1100 Linton Boulevard Suite C-9 Delray Beach, Florida 33444

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

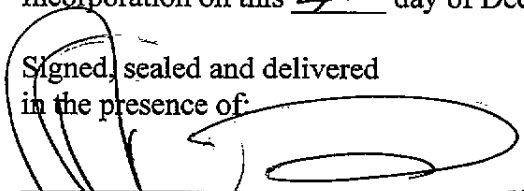
<u>Name</u>	<u>Address</u>
Richard H. Critchfield	1100 Linton Boulevard Suite C-4 Delray Beach, Florida 33444


ARTICLE XIII
INTERPRETATION

Notwithstanding anything contained in these Articles and/or the By-Laws to the contrary, if any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Articles, the By-Laws, the Cottage Declaration, or the Master Declaration, the Master Declaration, the Cottage Declaration, these Articles and the By-Laws shall prevail in that order.

WHEREFORE, the undersigned has hereunder affixed his signature to these Articles of Incorporation on this 4th day of December, 1998.

Signed, sealed and delivered
in the presence of:


Name: RICHARD CRITCHFIELD
Kathryn S. Douglas
Name: Kathryn S. Douglas


Mark Walsh
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 acknowledgments, personally appeared Mark Walsh, who executed the foregoing 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 4th day of December, 1998.

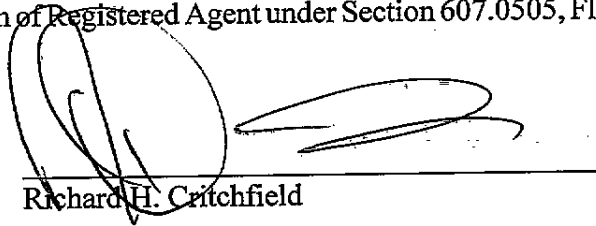
Kathryn S. Douglas
Notary Public, State of Florida

My Commission Expires: _____



ACCEPTANCE OF REGISTERED AGENT DESIGNATED
IN 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 Articles of Incorporation of Sunset Key Cottage Association, Inc., is familiar with and accepts the obligations of the position of Registered Agent under Section 607.0505, Florida Statutes.



Richard H. Critchfield

98 DEC -7 AM 11:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED