

STATE OF FLORIDA

DEPARTMENT OF STATE



I certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

SUNFLOWER CONDOMINIUM ASSOCIATION, INC.

filed in this office on the 22nd day of November

19 76

Charter Number: 737351

GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
22nd day of November

19 76

A handwritten signature in cursive script, appearing to read "Bruce A. Swathum".

SECRETARY OF STATE



Corp. 94
Revised 1-20-75

EB2614 REC1450

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ARTICLES OF INCORPORATION
OF
SUNFLOWER CONDOMINIUM ASSOCIATION, INC.
(A Condominium Association)

THE UNDERSIGNED, in accordance with the provisions of Chapter 617, Part I, Florida Statutes, hereby make, subscribe and acknowledge these Articles of Incorporation.

ARTICLE I - NAME

The name of the corporation is:

SUNFLOWER CONDOMINIUM ASSOCIATION, INC.

a corporation not for profit, which is hereafter referred to as the "Association".

Nov 22 3 40 PM 1976
SECRETARY OF STATE
MIAMI FLORIDA
FILED

ARTICLE II - PURPOSE

The purpose for which the Association is organized is, in accordance with the provisions of Chapter 617, Part I (Corporation not for Profit), and Chapter 711 (Condominium Act), Florida Statutes, solely to maintain, operate and manage SUNFLOWER, a Condominium to be established in three phases in accordance with the laws of the State of Florida upon real property lying and being in Palm Beach County, Florida, and being more particularly described in the Declaration of Condominium thereof. It is not intended that the Association show any net earnings, but no part of any net earnings that do occur shall inure to the benefit of any private member. Rather, net earnings shall be credited to each member in proportion to his interest in the common elements and will be used to reduce further assessments.

ARTICLE III - MEMBERS

Each condominium unit shall have appurtenant thereto one membership in the Association, which membership shall be held by the person or entity, or in common by the persons or entities owning such unit. In no event may any membership be severed from the unit to which it is appurtenant.

Each membership in the Association shall entitle the holder or holders thereof to exercise one vote. Voting may be in person or by written proxy; a corporation holding membership may vote through an authorized officer or written proxy.

This Association shall never have or issue shares of stock, nor will it ever have or provide for non-voting membership.

ARTICLE IV - DURATION

The term for which the Association is to exist is perpetual, unless the Condominium is terminated pursuant to the terms of the Declaration of Condominium or any applicable provisions of the Florida Statutes.

ARTICLE V - SUBSCRIBERS

The names and residences of the incorporators and subscribers are:

Carolyn Sue Atkins
Apartment No. 114-B
3535 Hiawatha Street
Coconut Grove, Florida 33133

Charles E. Cuprill
799 Galiano Street
Coral Gables, Florida 33134

Francis Marion Pohlig.
Apartment No. 1-A
453 Brickell Avenue
Miami, Florida 33131

ARTICLE VI - OFFICERS

The affairs of the Association are to be managed by a president, vice president, secretary, treasurer, and such other or assistant officers as the by-laws of the Association may provide from time to time. Officers will be accountable to the Board of Directors and will be elected annually by the Board in the manner set forth in the by-laws.

The names of the officers who are to serve until the first election or appointment are as follows:

President:	Marvin J. Ree
Vice-President:	Dennis Von Aldenbruck
Secretary:	Jane Kazee
Treasurer:	George J. McGaffigan
Assistant Secretary:	Dennis Von Aldenbruck

In the event of a vacancy in any office prior to the first election, the vacancy shall be filled by a majority vote of the Directors then in office.

ARTICLE VII - DIRECTORS

The Association shall be governed by a Board of Directors consisting of not less than ⁵ three Directors. ~~The names and addresses of the persons who are to serve as the initial Directors until removed by the Declarer or until the first annual meeting of the members are:~~

1/29/95
amw

Marvin J. Ree
200 Lariat Circle
Boca Raton, Florida 33432

Dennis Von Aldenbruck
9700 A-1-A Highway
Hutchinson Island,
Jensen Beach, Florida 33457

George J. McGaffigan
666 West Germantown Pike
Plymouth Meeting, Pa. 19462

~~At the first annual meeting of the members, and annually thereafter, the Directors of the Association will be elected to hold office in each instance until the next annual meeting of the members, or until their successors are elected and qualify. In the event of a vacancy in the initial Board of Directors prior to the first annual meeting of the members, the vacancy shall be filled by the Declarer named in the Declaration of Condominium described herein, or its successors.~~

~~The number of Directors may be increased to a maximum of five at any time prior to the first annual meeting of the members by the Declarer named in the Declaration of Condominium, or by its successors, or at any time thereafter by a majority vote of the members.~~

~~The initial Directors need not be members of the Association. Thereafter, Directors need not be members of the Association only if they are nominees of the Declarer or a corporate member; otherwise, each Director must be a member of the Association, elected pursuant to the~~

ARTICLE VIII - FIRST ANNUAL MEETING

The first annual meeting of the members shall be held when unit owners, other than the Declarer, own fifteen per cent (15%) or

more of the total number of condominium units that will be operated ultimately by the Association. The total number of condominium units in all phases of SUNFLOWER, a Condominium, that will be operated ultimately by the Association shall be no more than one hundred seventy four (174) units. At the first annual meeting, unit owners other than the Declarer will be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association, and the remaining members of the Board of Directors of the Association shall be designated by the Declarer. At each annual meeting thereafter, unit owners other than the Declarer will be entitled to continue to elect not less than one-third (1/3) of the members of the Board of Directors and the Declarer shall be entitled to elect or designate the remaining members of the Board of Directors. Unit owners other than the Declarer shall be entitled to elect not less than a majority of the Board of Directors of the Association:

(a) Three (3) years after fifty per cent (50%) of the units that will be operated ultimately by the Association have been conveyed to purchasers;

(b) Three (3) months after ninety per cent (90%) of the units that will be operated ultimately by the Association have been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Declarer in the ordinary course of business; or

(d) When some of the units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Declarer in the ordinary course of business,

whichever occurs first. The Declarer is entitled to elect at least one member of the Board of Directors of the Association as long as the Declarer holds for sale in the ordinary course of business any unit in a condominium operated by the Association.

Within sixty (60) days after the unit owners other than the

Declarer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call, and give not less than thirty (30) days' nor more than forty (40) days' notice of a meeting of the unit owners to elect the members of the Board of Directors.

As long as Declarer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Declarer:

- (a) Assessment of the Declarer as a unit owner; or
- (b) Any action by the Association that would be detrimental to the sales of units by the Declarer.

ARTICLE IX - BY-LAWS

The by-laws of the Association shall be made, altered or rescinded by the initial Board of Directors.

ARTICLE X - AMENDMENTS

Amendments to these Articles of Incorporation may be proposed and adopted by a majority vote of the members of the Board of Directors prior to the Declarer relinquishing control of the Association. After the Declarer has relinquished control of the Association, these Articles of Incorporation may be amended only by a majority vote of the members of the Board of Directors when approved by seventy five per cent (75%) of the members voting in person or by proxy at a meeting of the members duly called in accordance with the by-laws, and all rights conferred upon members herein are granted subject to this reservation and its lawful exercise.

ARTICLE XI - POWERS

The Association shall have all the powers set forth and described in Chapter 617, Part I, and Chapter 711, Florida Statutes, as presently existing, or as may be amended from time to time, together with, or as limited by, those powers conferred by the Declaration of Condominium, these Articles of Incorporation and the by-laws of the Association.

Furthermore, the Association shall have all additional powers as are reasonably necessary and inferable in order to operate the condo-

minium property in accordance with Florida law and to effect any and all of the purposes for which the Association is organized, in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation, and such by-laws and Rules and Regulations as may be promulgated and amended from time to time, including but not limited to the following:

(a) To make and establish Rules and Regulations governing the use and restrictions upon condominium units, common elements and limited common elements located in SUNFLOWER, a Condominium, as said terms may be defined in the Declaration of Condominium to be recorded.

(b) To levy and collect assessments against members of the Association to defray the common expenses of the Condominium, and any losses in the operation of the Condominium that may occur, as are provided in the Declaration of Condominium and in the By-Laws of this Association, which may hereafter be adopted, including the power and right to levy and collect assessments for the purpose of acquiring, operating, leasing and managing and otherwise trading and dealing with such property, whether real or personal, including condominium units which may be necessary or convenient in the operation and management of SUNFLOWER, a Condominium, and to maintain such property interests; and in acquiring title to condominium units in accordance with a right of first refusal, or pursuant to judicial foreclosure, or by Deed in lieu of foreclosure, to levy assessments for the purpose of maintaining same, and to levy and collect all assessments which are necessary to accomplish the purposes set forth in the Declaration of Condominium.

(c) To assess for common expenses, the need for which is created by emergency, which expenses cannot be paid from the regular assessment budget. However, such assessments are to be made only after the need therefor is determined at a special

meeting of the members of the Association held for that purpose in accordance with the provisions of the Association's by-laws.

(d) To maintain, repair, replace, improve, operate and manage SUNFLOWER, a Condominium, and the real and personal property comprising same, including the right to reconstruct improvements after casualty; to make further improvements to the condominium property; and to make and enter into contracts to accomplish said purpose.

(e) To purchase insurance coverage for the condominium property and insurance coverage for the protection of the Association, its officers, directors and its members.

(f) To levy and collect a special escrow reserve assessment for the purpose of establishing, and in the amount necessary to establish, an insurance reserve account to equal amounts specified in the deductible clause of the master insurance policy to be procured by the Association to cover risks allocable to the common elements and limited common elements of the Condominium by way of damage resulting from windstorm, fire, casualty and other risks, which the Association shall deem advisable to insure against.

(g) To contract with third party contractors for the management of SUNFLOWER, a Condominium, and to delegate to such third party all of the powers and duties of the Association, except those which may be specifically regarded by the Declaration of Condominium as requiring approval of the Board of Directors or members of the Association.

(h) To acquire and enter into leases and agreements whereby the Association acquires fee title or leaseholds in lands, whether or not contiguous to the condominium property, for such purposes as are desirable or consistent with the needs of the Condominium.

(i) To employ personnel to perform the services required for the proper operation of the Condominium.

(j) To enforce the provisions of the Declaration of Condominium,

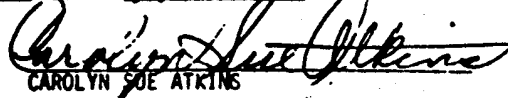
these Articles of Incorporation and the by-laws and Rules and Regulations which may be hereafter adopted relating to the use of SUNFLOWER, a Condominium, by whatever legal means are available under the laws of the State of Florida.

(k) The powers of the Association shall be subject to and shall be executed in accordance with the provisions of the Declaration of Condominium and by-laws.

ARTICLE XII - INDEMNITY

The Association shall indemnify any and all persons who may serve or who have served at any time as Directors, or officers, and their respective heirs, administrators, successors and assigns, against any and all expenses, including but not limited to amounts paid upon judgments, counsel fees, and amounts paid in settlement (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit or proceeding in which they, or any of them, are made parties, or a party, or which may be asserted against them, or any of them, by reason of having been or being Directors or officers, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Such indemnification shall be in addition to any rights to which those indemnified may be entitled under any law, by-law, agreement, vote of members or otherwise.

Executed on the 22 day of November, 1976.


CAROLYN SUE ATKINS

CHARLES E. CUPRILL


FRANCIS MARTON POHLIG

EB2614 REC1458

STATE OF FLORIDA)
 : ss.
COUNTY OF DADE)

THE FOREGOING INSTRUMENT was acknowledged before me this 22
day of November, 1976, by CARLYN SUE ATKINS, CHARLES E. CUPRILL
and FRANCIS MARION POHLIG.

Shari Feiger
Notary Public,
State of Florida-at-Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 12 1980
BONDED WITH GENERAL B.S. UNDERWRITERS

CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

THAT, SUNFLOWER CONDOMINIUM ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal offices at the City of Boca Raton, County of Palm Beach, State of Florida, has named FRANCIS MARION POHLIG, of AUGUST, NIMKOFF & POHLIG, Attorneys at Law, located at Suite 2628, One Biscayne Tower, Two South Biscayne Boulevard, City of Miami, County of Dade, State of Florida, 33131 agent to accept service of process within the State of Florida.

ACKNOWLEDGMENT

Having been named to accept service of process for the above-stated Corporation, at the place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.


FRANCIS MARION POHLIG

FILED
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SECRETARY OF STATE
MIAMI FLORIDA