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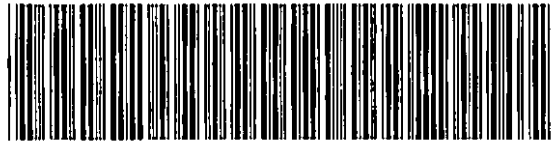
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18 MAY -3 PM 4:30

TALLAHASSEE, FLORIDA

MAY 03 2018  
S. YOUNG



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

4/30/18

April 17, 2018

ROSS EARLE BONAN & ENSOR, P.A.  
PO BOX 2401  
STUART, FL 34995

*Please See  
Attached.*

SUBJECT: CEDAR POINTE VILLAGE NO. 6 ASSOCIATION, INC.  
Ref. Number: 717776

*Thank you!*

We have received your document for CEDAR POINTE VILLAGE NO. 6 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):

*Shelia H Young*

The date of adoption of each amendment must be included in the document.

Please check the appropriate box on the amendment form regarding the adoption of the amendment(s).

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) 245-6050.

Shelia H Young  
Regulatory Specialist II

Letter Number: 418A00007791

RECEIVED  
18 MAY -3 PM 2:01  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
CEDAR POINTE VILLAGE NO. 6 ASSOCIATION, INC.  
(A Condominium Association)

FILED  
18 MAY -3 PM 4:30  
TALLAHASSEE, FLORIDA

The purpose of these Amended and Restated Articles of Incorporation is to continue the purposes of the Articles filed on December 22, 1969.

**ARTICLE I**

**Name**

The name of the corporation will be CEDAR POINTE VILLAGE NO. 6 ASSOCIATION, INC. For convenience, the corporation will be referred to in this instrument as the Association.

**ARTICLE 2**

**Purpose**

2.1. The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, which is Chapter 718, Florida Statutes, as amended from time to time, for the operation of condominium established upon the following lands lying within Govt. Lots 2 and 3 of Section 2, Twp. 38S, Rge. 41E in Martin County, Florida:

The point of beginning being the S.E. Corner of Govt. Lot 3 of said Section 2; Thence proceed N.89°32'30"W along the south line of Govt. Lot 3 for a distance of 280.0 feet to a point; Thence proceed N.29°02'30"W along a line parallel to the centerline of St. Lucie Blvd. and 915.0 feet South-westerly of said centerline as measured at right angles to same for a distance of 550.0 feet to a point; Thence proceed N.60°57'30"E for a distance of 660.0 feet more or less to a point, said point being 255.00 feet southwest of the centerline of St. Lucie Blvd. as measured at right angles to same; Thence proceed S29°02'30"E along a line parallel to said centerline and 255.0 feet southwesterly of same as measured at right angles thereto for a distance 498 feet more or less to a Point of Curve, said point of curve being a curve concave to the left with a central angle of 23°08'00", and a radius of 1210.37 feet. Thence proceed from said point of curve southeasterly along the arc of said curve concave to the left for an arc distance of 488.69 feet more or less to the south line of said Govt. Lot 2; Thence proceed N89°32'30"W along said south line of Govt. Lot 2 for a distance of 580.06 feet more or less to the S.W. Corner of said Govt. Lot 2. Said point being also the S.E. corner of Govt. Lot 3 of said Sec.

2. and being the point or place of beginning.

Fifteen (15) separate condominiums have been established upon said land.

2.2. The Association will make no distributions of income to its members, directors or officers.

### **ARTICLE 3**

#### **Powers**

The powers of the Association will include and be governed by the following provisions:

3.1. The Association will have all of the common law and statutory powers of a corporation not for profit that are not in conflict with the terms of these Articles.

3.2. The Association will have all of the powers and duties set forth in the Condominium Act, except as limited by these Articles and the Declarations of Condominium for the Condominiums operated by the Association; and it will have all of the powers and duties reasonably necessary to operate said condominiums pursuant to their Declarations of Condominium, as they may be amended from time to time, including but not limited to the following:

- (a) To make and collect assessments against members to defray the costs, expenses and losses of the condominiums.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) To maintain, repair, replace and operate the condominium properties.
- (d) To purchase insurance for the condominium properties; and insurance for the protection of the Association and its members as condominium unit owners.
- (e) To reconstruct improvements after casualty and to further improve the condominium properties.
- (f) To make and amend reasonable regulations respecting the use of the condominium properties.
- (g) To approve or disapprove the transfer, mortgage and ownership of condominium units as may be provided by the Declarations of Condominium and the Bylaws of the Association.
- (h) To enforce by legal means the provisions of the Condominium Act, the

Declarations of Condominium, these Articles, the Bylaws of the Association and the Regulations for the use of the condominium properties.

(i) To contract for the management and operation of the condominiums, including their common elements; and to thereby delegate all powers and duties of the Association, except such as are specifically required to have approval of the Board of Directors or of the membership of the Association.

(j) To lease such portions of the common elements of the condominiums as are susceptible to separate management and operation.

(k) To enter into leases, as Lessee; including but not limited to long term leases, whereby recreational facilities upon lands within reasonable proximity of the condominium properties are demised to the Association. Said leases may create liens upon the condominium properties, including all condominium units, they may require rent and other monies due thereunder to be common expenses of the condominium, and they may require the demised premises or the Association's interest therein to be a part of the common elements of the condominiums.

(l) To employ personnel to perform the services required for the proper management and operation of the condominiums.

(m) Additional Facilities:

The Association may own and hold fee simple title to lands within reasonable proximity to the Condominium property upon which recreational facilities, entrance ways, walkways, automobile parking areas and the like are or may be constructed, and to manage, control and maintain the same. Such facilities shall only be for the benefit of the apartment owners and their guests, invitees and tenants, and subject to reasonable rules and regulations promulgated by the Association. The Association shall assess each condominium unit owner for such owner's pro rata share of the necessary acquisition costs, including any mortgage payments in connection with the mortgages on the property so acquired, and also the necessary costs and expenses of operation and maintenance of said facilities. The Assessments hereunder shall be based upon each apartment's share of the common expenses as set forth in the Declaration of Condominium. All such assessments hereunder shall be deemed a common expense of each condominium apartment and the Association shall have a lien against the individual condominium apartment for the assessment against it.

3.3. All funds, except such portions thereof as are expended for the common expenses of the condominium, and the titles of all properties will be held in trust for the members of the Association, in accordance with their respective interests under the Declarations of Condominium, and in accordance with the provisions of these Articles of Incorporation and the Bylaws of the Association.

3.4. The powers of the Association will be subject to and will be exercised in accordance with the provisions of the Declarations of Condominium and the Bylaws of the Association.

#### **ARTICLE 4**

##### **Members**

4.1. The members of the Association will consist of all of the record owners of condominium units in the condominiums, said condominium units being apartments of various types; and after termination of any condominium will consist of those who were members of the terminated condominium at the time of such termination, their successors and assigns, and of the record owners of condominium units in the remaining condominiums.

4.2. After receiving approval of the Association, change of membership will be established by recording in the public records of Martin County, Florida, a deed or other instrument establishing a record title to a condominium unit and by the delivery to the Association of a copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

4.3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his condominium unit.

4.4. The owner of each condominium unit shall be entitled to at least one vote as a member of the Association. The exact number of votes to be cast by owners and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

#### **ARTICLE 5**

##### **Directors**

5.1. The affairs of the Association will be managed by a board consisting of the number of directors determined by the Bylaws of the Association, but not less than three directors; and in the absence of such determination shall consist of three directors. Directors must be members of the Association.

5.2. Directors of the Association will be elected at the annual meeting of the members in the manner determined by the Bylaws of the Association. Directors may be removed and vacancies on the Board of Directors will be filled in the manner provided by the Bylaws of the Association.

## **ARTICLE 6**

### **Officers**

The affairs of the Association will be administered by the officers designated in the Bylaws of the Association. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and will serve at the pleasure of the Board of Directors.

## **ARTICLE 7**

### **Indemnification**

Every director and every officer of the Association will be indemnified by the Association against all expenses and liabilities including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or have been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Provided that in the event of a settlement the indemnification will apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

## **ARTICLE 8**

### **Bylaws**

The first Bylaws of the Association will be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by said Bylaws.

## **ARTICLE 9**

### **Amendments**

Amendments to these Articles of Incorporation will be proposed and adopted in the following manner:

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

9.2. A Resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by members of the Association. Except as elsewhere

provided, such approvals must be either by:

(a) Not less than 60% of the membership present or represented by proxy at the meeting at which the amendment is considered and by not less than 75% of the votes of the entire Board of Directors; or

(b) By not less than 80% of the members present, or represented by proxy, at the membership meeting at which the amendment is considered.

9.3. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, without approval in writing by all members and the joinder of all record owners of mortgages upon the condominiums. No amendment shall be made that is in conflict with the Condominium Act or the Declarations of Condominium.

9.4. A copy of each amendment shall be certified by the Secretary of State and be recorded in the public records of Martin County, Florida.

#### **ARTICLE 10**

##### **Term**

The term of the Association shall be perpetual.

#### **ARTICLE 11**

##### **Registered Agent**

The registered agent and the registered office for the Association will be as designated by the Board of Directors from time to time.

These Amended and Restated Articles of Incorporation of Cedar Pointe Village No. 6 Association, Inc. were approved by not less than 60% of the members present or represented by proxy at the meeting held on March 29, 2018, and by 75% of the Board of Directors, which vote was sufficient for approval.

**IN WITNESS WHEREOF**, the undersigned has caused these presents to be signed in its name, by its President and Secretary, and its corporate seal affixed on this 10 day of April, 2018.



WITNESSES AS TO PRESIDENT:

CEDAR POINTE VILLAGE NO. 6 ASSOCIATION, INC.

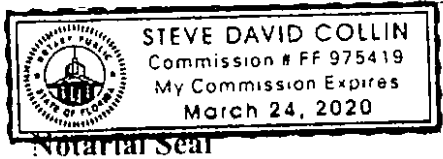
X [Signature]  
Printed Name: [Name]

By: [Signature]  
Charles Shaugnessy, President

[Signature]  
Printed Name: [Name]

STATE OF FLORIDA  
COUNTY OF Martin

The foregoing instrument was acknowledged before me on April 10, 2018, by Charles Shaugnessy, as President of Cedar Pointe Village No. 6 Association, Inc. [ ] who is personally known to me, or  who has produced identification [Type of Identification: ]



[Signature]  
Notary Public

WITNESSES AS TO SECRETARY:

CEDAR POINTE VILLAGE NO. 6 ASSOCIATION, INC.

X [Signature]  
Printed Name: [Name]

By: [Signature]  
Michael Roberts, Secretary

[Signature]  
Printed Name: [Name]

STATE OF FLORIDA  
COUNTY OF Martin

CORPORATE SEAL

The foregoing instrument was acknowledged before me on April 10, 2018, by Michael Roberts, as Secretary of Cedar Pointe Village No. 6 Association, Inc. [ ] who is personally known to me, or  who has produced identification [Type of Identification: ]



[Signature]  
Notary Public

The date of each amendment(s) adoption: 12/29/1977, 6/26/1995, 3/3/2010, and if other than the date this document was signed. Amended and Restated 4/11/2018

Effective date if applicable: Amended and Restated Effective 4/11/2018  
(no more than 90 days after amendment file date)

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) (CHECK ONE)

- The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated April 23, 2018

Signature Charles Shaughnessy

(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator -- if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

CHARLES SHAUGHNESSY  
(Typed or printed name of person signing)

--- PRESIDENT ---  
(Title of person signing)