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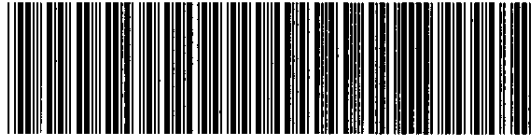
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TALLAHASSEE, FLORIDA

Amend
Restated
Articles
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4.27.09

BUSH | ROSS
ATTORNEYS AT LAW

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April 16, 2009

Florida Department of State
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32399

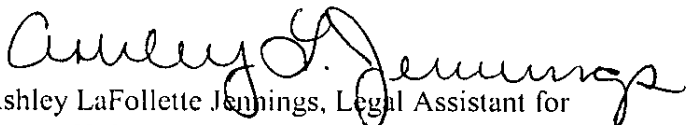
RE: Amended and Restated Articles of Incorporation of Cedar Pointe Condominium
Association, Inc.

Dear Sir/Madam:

Enclosed please find two original copies of the Amended and Restated Articles of Incorporation for CEDAR POINTE CONDOMINIUM ASSOCIATION, INC. Please process the documentation accordingly and return a conformed filed copy of the Articles to our office for recording with the county.

Also enclosed is the firm's check in the amount of \$43.75 to cover the filing fee and copies for this service. Thank you for your assistance and cooperation. Should you have any questions, please do not hesitate to contact me.

Sincerely,


Ashley LaFollette Jennings, Legal Assistant for
Steven H. Mezer, Esq.

alj
Enclosures

Prepared by and return to:
Steven H. Mezer, Esquire
Bush Ross, P.A.
Post Office Box 3913
Tampa, FL 33601

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
CEDAR POINTE CONDOMINIUM ASSOCIATION, INC.

The undersigned hereby associate themselves for the purpose of forming a corporation not-for-profit under Chapter 617, Florida Statutes, as amended, and certify as follows:

ARTICLE I. NAME

The name of the corporation shall be CEDAR POINTE CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association".

ARTICLE II. REGISTERED OFFICE

The street address of the registered office of this corporation is 2435 U. S. Highway 19, Suite 270, Holiday, Florida 34691 or at such other location as may be determined by the Board of Administration.

ARTICLE III. PURPOSE

3.1 Purpose: The purpose for which the Association is organized is to provide an entity pursuant to Section 718.111 of the Condominium Act of the Florida Statutes, as amended, for the operation of Cedar Pointe, a Condominium, located upon certain lands in Pasco County, Florida.

3.2 Distribution of Income: The Association shall make no distribution of income to its members, directors or officers.

ARTICLE IV. POWERS

4.1 Common Law and Statutory Powers: The Association shall have all of the common law and statutory powers of a corporation not-for-profit, not in conflict with the terms of these Articles of Incorporation.

4.2 Specific Powers: The Association shall have all of the powers and duties set forth in the Condominium Act of the State of Florida, except as limited by these Articles of Incorporation and by the Declaration of Condominium of Cedar Pointe, a Condominium, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to such Declaration, as it may be amended from time to time, including but not limited to the following:

- (a) To make and collect assessments against members as Unit Owners to defray the cost, expenses and losses of the Condominium and to make special assessments against members as Unit Owners for maintenance or repair which is the responsibility of the Unit Owner.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) To maintain, repair, replace and operate the Condominium property which shall include the irrevocable right to access to each unit from time to time during reasonable hours as may be necessary for such maintenance, repair, or replacement of any of the common elements therein or accessible therein or therefrom, or for making an emergency repair therein, that may be necessary to prevent damage to the common elements, or to another unit or units.
- (d) To purchase insurance upon the Condominium property, and insurance for the protection of the Association and its members as unit owners.
- (e) To reconstruct the improvements after casualty and to further improve the property.
- (f) To make and amend reasonable regulations respecting the use of the property in the Condominium.
- (g) To approve or disapprove the transfer, mortgage, ownership and leasehold of units in the Condominium as provided by the Declaration of Condominium and the By-Laws of the Association.
- (h) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the Regulations for the use of the property in the Condominium.

- (i) To levy fines for violation of approved Condominium rules and regulations, or violations of the provisions of the Declaration, these Articles or the By-Laws, all as set forth in the By Laws.
- (j) To contract for the management of the Condominium and to delegate to such contractor all powers and duties of the Association, except as are specifically required by Declaration of Condominium to have the approval of the Directors or the membership of the Association.
- (k) To employ personnel for reasonable compensation to perform the services required for the proper administration and operation of the purposes of the Association.
- (l) To pay taxes and assessments which are liens against any part of the Condominium, other than the individual units, unless the individual unit or units are owned by the Association, and the appurtenances thereto, and to assess the same against the unit and the owner of the unit which is subject to such liens.
- (m) To enter into agreements whereby it acquires leasehold memberships and other possessory or use interest in the lands or facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use benefits of the unit owners.
- (n) To purchase a unit or units in the Condominium in accordance with the provisions of the Declaration and to hold, lease, mortgage and convey the same.
- (o) To enter into agreements for construction of recreation facilities, buildings, master T. V. antenna system, bulk cable television service or any other amenity or facility for the benefit of the unit owners and to borrow money for the purpose of carrying out such construction and to mortgage, lease or otherwise provide security for the repayment of said funds.

4.3 Assets Held in Trust: All funds and the title of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members, in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws of the Association.

4.4 Limitation on Exercise of Powers: The powers of the Association shall be subject to and shall be exercised in accordance with provisions of the laws of the State of Florida, the Declaration of Condominium, these Articles and the By-Laws of the Association.

ARTICLE V. MEMBERS

5.1 Members: The members of the Association shall consist of all of the record owners of units in Cedar Pointe, a Condominium, and after termination of the Condominium shall consist of those who are members at the time of such termination and their successors and assigns.

5.2 Change of Memberships: After receiving approval of the Association, required by the Declaration of Condominium, change of membership in the Association shall be established by the recording in the Public Records of Pasco County, Florida, a deed or other instrument establishing a change of record title to a unit in the Condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thereby becomes a member of the Association and the membership of the prior owner is thereby terminated.

5.3 Limitation on Transfer of Shares of Assets: 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 the member's unit.

5.4 Voting: The owner of each unit shall be entitled to one vote as a member of the Association; except, there shall be no vote for any unit owned by the Association. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

ARTICLE VI: DIRECTORS

6.1 The affairs of the Association shall be managed by a Board of Administration consisting of a number of Directors determined by the By-Laws. The Board shall consist of an odd number of Directors. All Directors shall be members of the Association.

6.2 Election of Directors: Directors of the Association shall be elected at the annual meeting of the members, in the manner determined by the By-Laws of the Association.

ARTICLE VII. OFFICERS

The affairs of the Association shall be administered by officers designated in the By-Laws of the Association. The officers shall be elected by the Board of Administration at its first meeting following the annual meeting of the Association and shall serve at the pleasure of the Board of Administration.

ARTICLE VIII. INDEMNIFICATION

8.1 Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees, reasonably incurred by, or imposed upon him in connection with any proceeding or the settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or officer at the time such expenses are incurred, except when the Director or

officer is adjudged guilty of willful and wanton misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approve such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

8.2 The Board of Administration of the Association may purchase liability insurance to insure all directors, officers, agents, past and present, against all expenses and liabilities as set forth above. The premiums for such insurance shall be paid by the members of the Association as part of the common expenses.

ARTICLE IX. BYLAWS

The By-Laws of the Association shall be adopted by the Board of Administration and may be altered, amended or rescinded in the manner provided by the By-Laws and the Declaration of Condominium.

ARTICLE X. AMENDMENTS

10.1. Amendments: Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner subject to any provisions contained in Article IX of the Declaration of Condominium.

- (a) Notice of the subject matter or proposed amendment shall be included in the notice of any meeting at which a proposed Amendment is considered.
- (b) A resolution for the adoption of a proposed Amendment may be proposed either by the Board of Administration or by the members of the Association. Except as elsewhere provided, such approval must be by not less than two-thirds of the votes cast but in any event not less than 61 affirmative votes of the members cast in person or by proxy at a meeting of the members.

10.2 Alternative: In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners of the units in the manner required for execution of a deed.

10.3 Limitation on Amendments: No amendment shall make any change in the qualification for membership or the voting rights of any member or any change in Section 4.3 of Article IV herein without the approval in writing by all members and the joinder of all record owners of the mortgages upon the condominium. No amendment shall be made which is in conflict with the Condominium Act of the State of Florida or the Declaration of Condominium of Cedar Pointe, a Condominium.

10.4 Certification: A copy of each amendment shall be certified by the Secretary of State and recorded in the Public Records of Pasco County, Florida.

ARTICLE XI. TERM

The term of the Association shall be perpetual.

**Articles of Amendment to
Articles of Incorporation of
CEDAR POINTE CONDOMINIUM ASSOCIATION, INC.**

Pursuant to the provision of Section 617.1006, Florida Statutes, this Florida Not For Profit Corporation adopts the following Amended and Restated Articles of Incorporation:

The Articles of Incorporation of Cedar Pointe Condominium Association, Inc., were approved by the affirmative vote of the majority vote of the membership of the units at the Meeting of the Members held on February 24, 2009, in accordance with the Bylaws of the Association..

Adoption of Amendments:

The amendments were adopted by the members and the number of votes cast for the amendment was sufficient for approval.

Dated: March 30, 2009.

CEDAR POINTE CONDOMINIUM ASSOCIATION, INC.

By: 
Robert Benton, President

By: 
Les Klein, Secretary