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From:

Account Name : JANE YEAGER CHEFFY
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FLORIDA NON-PROFIT CORPORATION

Cedar Ridge Neighborhood Association, Inc.

Certificate of Status	1
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**ARTICLES OF INCORPORATION
OF
CEDAR RIDGE NEIGHBORHOOD ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of the Laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is CEDAR RIDGE NEIGHBORHOOD ASSOCIATION, INC. ("Association").
2. Principal Office. The principal office of the Association is 3300 Chiquita Blvd. S., Cape Coral, FL 33914, or such other location as designated by the Board of Directors of the Association.
3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 2375 Tamiami Trail North, Suite #310, Naples, Florida 34103. The name of the Registered Agent of the Association is Jane Yeager Cheffy, Attorney at Law.
4. Definitions. A declaration entitled Declaration of Protective Covenants and Restrictions for Cedar Ridge Neighborhood (the "Declaration") will be recorded in the Public Records of Lee County, Florida, and shall govern all of the operations of a community to be known as Cedar Ridge Neighborhood. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
5. Purpose of the Association. The Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of the Association and the Members; and (d) promote the health, safety and welfare of the Members.
6. Not for Profit. The Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its Members, Board of Directors, or officers.
7. Powers of The Association. The Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:
 - 7.1. To perform all the duties and obligations of the Association set forth in the Declaration, these Articles, and the By-Laws, including, but not limited to, operating and maintaining the common property.
 - 7.2. To enforce, by legal action or otherwise, the provisions of the Declaration, these Articles, the By-Laws, and the rules, regulations, covenants, restrictions and/or agreements governing or binding the Association.
 - 7.3. To fix, levy, collect and enforce payment, by any lawful means, of all Assessments payable pursuant to the terms of the Declaration, these Articles, and the By-Laws.

Articles of Incorporation
Cedar Ridge Neighborhood

(((H05000227079 3)))

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7.4. To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the Common Area or other property of the Association, and establish reserves for deferred maintenance or capital expenditures.

7.5. To acquire (by gift, purchase, or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, convey, dedicate, lease, transfer or otherwise dispose of real or personal property (including but not limited to the Common Areas) in connection with the functions of the Association except as limited by the Declaration.

7.6. To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

7.7. To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of, the Common Areas to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines subject only to requirements in the Declaration, if any.

7.8. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

7.9. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, the Common Areas, Parcels and Homes as provided in the Declaration and to effectuate all of the purposes for which the Association is organized.

7.10. To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise.

7.11. To employ personnel and retain independent contractors to contract for management of the Association and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association.

7.12. To contract for services to be provided to, or for the benefit of, the Association, Members, and the Common Areas as provided in the Declaration such as, but not limited to, Telecommunication Services, maintenance, garbage pick-up, and utility services.

7.13. To establish committees and delegate certain of its functions to those committees.

7.14. To hold all funds and property owned and acquired by the Association in the name of the Association for the benefit of Members in accordance with the provisions of the Declaration, these Articles, and the By-Laws.

7.15. To bring suit and to defend any legal, equitable or other action brought against the Association.

7.16. To own, operate and maintain the storm water management system and to collect regular and special assessments for that purpose.

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8. Member & Voting Rights. All owners of property in Cedar Ridge Neighborhood shall automatically become members of this Association. Members and Declarant shall have the voting rights set forth in these Articles, the Declaration and the By-Laws.

9. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) nor more than five (5) members. The initial number of directors shall be three (3). Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be held at the annual meeting of the Members. Directors shall be elected for a term expiring on the date of the next Annual Members Meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME	ADDRESS
CHARLES J. RINGLAND, II	3300 Chiquita Blvd. S. Cape Coral, FL 33914
ANDRE COTTOLONI	3300 Chiquita Blvd. S. Cape Coral, FL 33914
LAURA E. RINGLAND	3300 Chiquita Blvd. S. Cape Coral, FL 33914

10. Dissolution. In the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties, including but not limited to the continued operation and maintenance of the storm water management facilities.

11. Duration. The Association shall have perpetual existence.

12. Amendments.

12.1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, which may be withheld for any reason whatsoever. No amendment shall be effective until it is recorded in the Public Records.

12.2. Amendments Prior to the Turnover Date. Prior to the Turnover Date, Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this Section is to be construed as broadly as possible. In the event that the Association shall desire to amend these Articles prior to the Turnover Date, the Association must first obtain Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical

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(((H05000227079 3)))

to that approved by Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3. Amendments From and After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of two-thirds (66 2/3%) of all of the votes in the Association. Notwithstanding the foregoing, after the Turnover Date these Articles may be amended to change the number of directors on the Board by two-thirds percent (66 2/3%) of the Board acting alone. Such change shall not require the approval of the Members. Any change in the number of directors shall not take effect until the next Annual Members Meeting.

13. Limitations.

13.1. Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2. Rights of Declarant. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Declarant.

14. Incorporator.

The name and address of the Incorporator of this corporation is:

CHARLES J. RINGLAND, II
3300 Chiquita Blvd. S.
Cape Coral, FL 33914

15. Officers.

The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President: Charles J. Ringland, II

Vice President: Andre Cottoloni

Secretary: Laura E. Ringland

Treasurer: Charles J. Ringland, II

16. Indemnification of Officers and Directors. The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or

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Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

17. **Director Transactions.** No contract or transaction between the Association and one (1) or more of its Directors or Officers or Declarant, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the Laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 22nd day of September, 2005.

WITNESSES:

Tonia Lynson

Print name: Tonia Lynson

Rebecca A Ringland

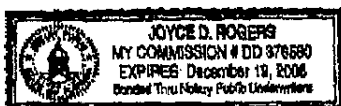
Print name: Rebecca A Ringland

Charles J. Ringland, II
CHARLES J. RINGLAND, II, INCORPORATOR

STATE OF FLORIDA)
COUNTY OF LEE) SS.

The foregoing instrument was acknowledged before me this 22nd day of September, 2005, by CHARLES J. RINGLAND, II, who is personally known to me OR has provided a Florida Driver License as identification..

My commission expires:



Joyce D. Rogers
NOTARY PUBLIC, State of Florida at Large
Print name: Joyce D. Rogers

Articles of Incorporation
Cedar Ridge Neighborhood
5

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JANE CHEFFY PA

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ACCEPTANCE BY REGISTERED AGENT

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I, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agree to act in this capacity, and I am familiar with and accept the obligations of this position and further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Dated this 23 day of September, 2005.


JANE YEAGER CHEFFY, Registered Agent

Articles of Incorporation
Cedar Ridge Neighborhood
6

(((H05000227079 3)))