

NO9000000980

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

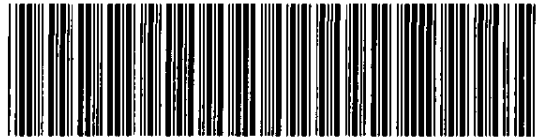
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



400142239824

01/30/09--01014--021 **78.75

2009 JAN 30 PM 12:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

J. Shivers FEB 02 2009

LAW OFFICES

SCRUGGS & CARMICHAEL, P.A.

DOWNTOWN OFFICE:

ONE S.E. FIRST AVENUE 32601
POST OFFICE BOX 23109 32602
GAINESVILLE, FLORIDA
TELEPHONE (352) 376-5242
FAX (352) 375-0690

WEST OFFICE:

METROCORP CENTER
4041 N.W. 37TH PLACE
SUITE B
GAINESVILLE, FLORIDA 32606
TELEPHONE (352) 376-5242
FAX (352) 378-9326

☐ REPLY
DOWNTOWN

☒ REPLY
WEST OFFICE

JAMES G. LARCHE, JR.
STAN CUSHMAN†
FRANK P. SAIER
PHILIP A. DELANEY
CHARLES W. LITTELL
JOHN G. STINSON
KEVIN DALY
RAYMOND M. IVEY
JEFFREY R. DOLLINGER
JEFFERSON M. BRASWELL
BRIAN S. KRAMER
KEVIN D. JURECKO
KIRSTIN J. STINSON
ELIZABETH A. MARTIN
VIRGINIA E. GRIFFIS
JESSE CAEDINGTON
†CERTIFIED CIVIL MEDIATOR

OF COUNSEL

DENNIS J. EISINGER
EISINGER, BROWN, LEWIS & FRANKEL, P.A.

SIGSBEE L. SCRUGGS
1898-1983
PARKS M. CARMICHAEL
1909-1994
WILLIAM D. PRIDGEON
1933-1980
MICHELLE VAUGHNS
1946-1982
WILLIAM N. LONG
1920-2003

RETIRED

RAY D. HELPLING
WILLIAM C. ANDREWS
JOHN F. ROSCOW III
MITZI COCKRELL AUSTIN

January 29, 2009

Department of State
Division of Corporations
Corporate Filings
P.O. Box 6327
Tallahassee, FL 32314

Re: Cedar Key R.V. Resort Cooperative, Inc.


To Whom It May Concern:

Enclosed please find the following:

1. Articles of Incorporation for the corporation listed above.
2. Check in the amount of \$78.75, for the filing fees.

If you have any questions regarding this filing please contact our office at: 352-416-3498.

Sincerely,


Kathy Castor

FILED
2009 JAN 30 PM 12:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: Cedar Key R.V. Resort Cooperative, Inc.

(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed are an original and one (1) copy of the articles of incorporation and a check for:

☐ \$70.00
Filing Fee

☐ \$78.75
Filing Fee
& Certificate of Status

☒ \$78.75
Filing Fee
& Certified Copy

☐ \$87.50
Filing Fee,
Certified Copy
& Certificate of
Status

ADDITIONAL COPY REQUIRED

FROM: Frank P. Saier, Esq.

Name (Printed or typed)

4041-B NW 37th Place

Address

Gainesville, FL 32606

City, State & Zip

352-374-4120

Daytime Telephone number

NOTE: Please provide the original and one copy of the articles.

FILED

2009 JAN 30 PM 12:25
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
CEDAR KEY R.V. RESORT COOPERATIVE, INC.

The undersigned do hereby associate themselves for the purpose of forming a corporation not for profit as allowed by Section 719 and Section 617 of the Florida Statutes. Pursuant to the provisions and laws of the State of Florida, we certify as follows:

1. NAME

The name of the corporation shall be CEDAR KEY R.V. RESORT COOPERATIVE, INC., hereinafter referred to as the "Association", with its principal registered office located at 410 Dock Street, Cedar Key, Florida 32625. The Board of Directors may, from time to time, move the principal office to any other address in Florida.

2. PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 719, Florida Statutes 2008, hereinafter called the "Cooperative Act", for the operation of Cedar Key R.V. Resort, a cooperative, (the "Cooperative") to be created pursuant to the provisions of its Master Proprietary Lease and the Cooperative Act.

3. POWERS

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

3.1 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 or the Cooperative Act.

3.2 The Association shall have all of the powers and duties set forth in the Cooperative Act, these Articles of Incorporation and the Master Proprietary Lease and its attendant documents, and all of the powers and duties reasonably necessary for operation of the Cooperative. In the event of a conflict between the powers of the Association as is set forth in these Articles of Incorporation, the Bylaws, or the Master Proprietary Lease and the Cooperative Act, the Cooperative Act shall prevail.

3.3 All funds and the titles to all properties acquired by the Association, and their proceeds, shall be held in trust for the members in accordance with the provisions of the Master Proprietary Lease, these Articles of Incorporation, and the Bylaws of the Association, and the costs, expenses, maintenance, care and upkeep of such properties for the benefit of the members shall be considered common expenses of the Cooperative.

3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Master Proprietary Lease and the Bylaws.

3.5 The Association shall have the power and authority to levy, charge, assess and collect fees, charges and assessments from the Unit Owners as allowed by the Master Proprietary Lease.

3.6 Notwithstanding anything herein to the contrary, the corporation shall exercise only such powers as are in furtherance of its obligations under these articles, the bylaws and the Master Proprietary Lease.

3.7 The corporation shall have no power to declare dividends, and no part of its net earnings shall inure to the benefit of any member or director of the corporation or to any other private individual. The corporation shall have no power or authority to engage in activities which consist of carrying on propaganda or otherwise attempting to influence legislation or to participate in, or intervene in, any political campaign on behalf of any candidate for public office.

3.8 The corporation shall have no capital stock.

3.9 This Section shall not be construed to give the Association any powers not authorized by the Cooperative Act.

3.10 The Association shall have the power to operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the Suwannee River Water Management District requirements and applicable District rules, and shall have the power to assist in the enforcement of the Master Proprietary Lease which relate to the Surface Water Management System.

3.11 The Association shall have the power to levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

3.12 In the event the cooperative property has on site wetland mitigation as defined in the regulations which requires monitoring and maintenance, the Association shall include in its budget an appropriate allocation of funds for monitoring and maintenance of the wetland mitigation area(s) each year until the Suwannee River Water Management District ("SRWMD") determines that the area(s) is successful in accordance with the Environmental Resource Permit.

3.13 The purpose of the Association shall be to operate, maintain and repair the Common Areas, and any improvements thereon, including, but not limited to any Surface Water Management System Facilities ("SWMS") defined as, including, but not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas, and/or related appurtenances which may be located within the declared lands.

3.14 Cooperative shall operate, maintain and manage the Surface Water or Storm Water Management System(s) in a manner consistent with the Suwannee River Water Management District ("District") permit No. ERP07-0522 and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which related to the Surface Water or Storm Water Management System(s).

3.15 The Cooperative shall levy and collect adequate assessments against the Unit Owners of the Cooperative for the costs of maintenance and operation of the Surface Water or Storm Water Management System(s).

3.16 Should a conflict exist or arise between any of the provisions of the Articles of Incorporation and the provisions of the Bylaws, the provisions of the Articles of Incorporation shall control.

4. MEMBERSHIP

4.1 The members of the Association shall consist of all of the record Owners of Units in the Cooperative which have adopted these Articles, hereinafter referred to as "Units", and after termination of the Cooperative shall consist of those who are members at the time of such termination, and their successors and assigns.

4.2 Membership shall be acquired by recording in the Public Records of the County within which the Cooperative is situate, an assignment of interest in the Master Proprietary Lease or other instrument establishing record title to the leasehold estate and possessory right of use in a Unit in the Cooperative, the Owner designated by such instrument thus becoming a member of the Association, and the membership of the prior Owner being thereby terminated, provided, however, any party who owns more than one Unit shall remain a member of the Association so long as he shall retain title to or an ownership interest in any Unit.

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 Unit. The share of each Unit Owner shall be based upon equal fractions.

4.4 On all matters upon which the member shall be entitled to vote, there shall be one vote for each Unit, which vote may be exercised or cast in such manner as may be provided in the Bylaws of the Association. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

4.5 The Developer shall be a member of the Association and shall be allowed one vote for each Unit owned by the Developer.

5. EXISTENCE

The Corporation shall have perpetual existence.

In the event the Corporation is dissolved, the property consisting of the surface water management system shall be conveyed to an appropriate agency of local government and, in the event such governmental agency is unwilling to accept such property, then the surface water management system shall be dedicated to a similar non-profit corporation.

6. SUBSCRIBER

The name and address of the subscriber to these Articles of Incorporation are:

Walton McJordan
13550 SW Airport Road
Cedar Key, Florida 32625

7. OFFICERS

The affairs of the Association shall be administered by a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time designate. Any person may hold two offices, excepting that the same person shall not hold the office of President and Secretary. Officers of the Association shall be those set forth herein or elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President
Walton McJordan
13550 SW Airport Road
Cedar Key, Florida 32625

Vice President
Barbara McJordan
13550 SW Airport Road
Cedar Key, Florida 32625

Secretary/Treasurer
Barbara McJordan
13550 SW Airport Road
Cedar Key, Florida 32625

8. DIRECTORS

8.1 The affairs of the Association shall be managed by a Board of Directors who need not be members of the Association. The membership of the Board shall consist of not less than three (3) Directors until the control of the Association is transferred to the Unit Owners other than the Developer pursuant to Florida Statute 719.301. Thereafter, the Board shall consist of not less than five (5) Directors. Provided, however, that the Board shall always consist of an odd number of Directors.

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

8.3 The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in office occurring before the first election shall be filled by the remaining Directors and/or the Developer. The first election of Directors shall not be held until the Developer, as defined in the Master Proprietary Lease, is required by law to elect directors in accordance with Florida Statute 719.301. The term of the first Board of Directors or their replacements, shall continue until the Developer voluntarily relinquishes control of the Association, or relinquishes control as required by Florida Statute §718.301(1)(a)-(e) as follows:

(1) When unit owners other than the developer own fifteen percent (15%) or more of the units in a Cooperative that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third (1/3) of the members of the board of administration of the association. Unit

owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association:

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

(b) Three (3) months after ninety percent (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 developer in the ordinary course of business;

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

(e) Seven (7) years after recordation of the declaration of Cooperative; or, in the case of an association which may ultimately operate more than one Cooperative, seven (7) years after recordation of the declaration for the first Cooperative it operates; or, in the case of an association operating a phase Cooperative created pursuant to s. 718.403, seven (7) years after recordation of the declaration creating the initial phase, whichever occurs first. The developer is entitled to elect at least one(1) member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least five percent (5%), in Cooperatives with fewer than 500 units, and two percent (2%), in Cooperatives with more than 500 units, of the units in a Cooperative operated by the association. Following the time the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority member of the board of administration.

8.4 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Walton McJordan
13550 SW Airport Road
Cedar Key, Florida 32625

Barbara McJordan
13550 SW Airport Road
Cedar Key, Florida 32625

Douglas W. McJordan
13550 SW Airport Road
Cedar Key, Florida 32625

9. INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceedings or the settlement of any proceeding to which he or she may be a party, or in which he or she may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he or she is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance, malfeasance, or nonfeasance, or found to have breached his or her fiduciary duty, in the performance of his duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such Director or Officer may be entitled.

10. BYLAWS

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

11. AMENDMENT

These Articles of Incorporation shall be amended in the following manner:

11.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

11.2 A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the members of the Association. A member may propose such an amendment by instrument in writing directed to any member of the Board of Directors signed by not less than twenty percent (20%) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and members not present in person at the meeting considering the amendment may express their approval or disapproval in writing provided such approval is delivered to the Secretary at or prior to the meeting and such writing is not used to establish a quorum or counted as a vote. Except as provided herein, such approval must be by:

(a) Not less than sixty-six and two-thirds percent (66⅔%) of the votes of the entire membership of the Association.

11.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members, nor any change in Paragraph 3.3, without approval in writing by all members and the joinder of all record Owners of mortgages on the Cooperative Units. No amendment shall be made that is in conflict with the Cooperative Act or the Master Proprietary Lease. No amendment shall be made without the written approval of the Developer if such amendment shall cause an assessment of the Developer as a Unit Owner for capital improvements, constitute an action that would be detrimental to the sales of Units by the Developer or any other such action which would inhibit, impair, or otherwise preclude the rights reserved to the Developer by way of the Master Proprietary Lease.

11.4 A copy of each amendment shall be filed with the Secretary of State, pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of the County where the cooperative is located.

12. REGISTERED AGENT

The corporation hereby appoints Walton McJordan, located at 13550 SW Airport Road, Cedar Key, Florida 32625, as its Registered Agent to accept service of process within this state.

IN WITNESS WHEREOF, the Subscribers have affixed their signatures hereto this 23 day of Jan, 2009.

Signed, Sealed and Delivered
in the Presence of:

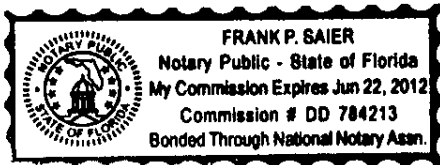
Kathy S. Castor
Print: Kathy S. Castor

Frank P. Saier
Print: Frank P. Saier

Walton McJordan
Walton McJordan

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 23 day of Jan, 2009, by Walton McJordan. He ☒ is personally known to me or ☐ has produced _____ as identification].



Frank P. Saier
Notary Public
Print name: _____
My Commission Expires: _____

2009 JAN 30 PM 12:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process of the above stated corporation at the place designated in this certificate, pursuant to Chapter 48.091 and Chapter 617.0501 of the Florida Statutes, I hereby acknowledge that I am familiar with and accept the obligations of the position of registered agent.

By: Walton McJordan
Walton McJordan