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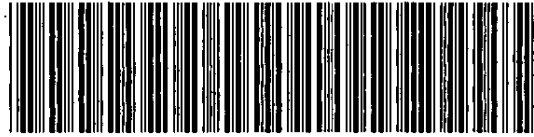
(Business Entity Name)

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07/28/08--01015--026 \*\*35.00

FILED

2008 JUL 28 AM 11:11

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Amend  
Restricted  
Articles

SJ

7-30-08

07/21/08 MON 14:23 FAX 941 364 9322  
JUL-21-2008(MON) 14:57 Admin

ALL FLORIDA SERVICES INC  
(FAX)941 951 1459

002  
P 002/002

July 21, 2008

Secretary of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

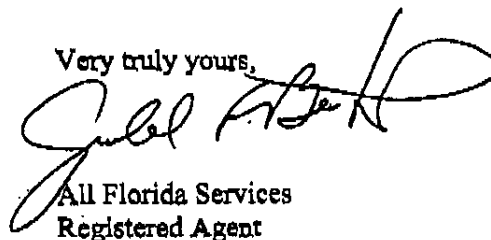
Re: Certificate of Amendment  
Cedar Creek Master Association, Inc.

To whom it may concern:

Please find enclosed an original Certificate of Amendment and attached Amendment to the Articles of Incorporation for the above-referenced corporation and a check in the amount of \$35.00 for the filing fee.

Thank you for your assistance in this matter.

Very truly yours,



All Florida Services  
Registered Agent

FILED

2008 JUL 28 AM 11:11

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**CERTIFICATE OF AMENDMENT**

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
CEDAR CREEK MASTER ASSOCIATION, INC.**

We hereby certify that the attached Amended and Restated Articles of Incorporation of Cedar Creek Master Association, Inc. were duly adopted at a meeting of the Board of Directors for Cedar Creek Master Association, Inc. ("the Association") held on November 15, 2007, by the affirmative vote of not less than a majority of the members existing at the time of, and present at such meeting, pursuant to Article 9.2 of the Articles of Incorporation. The original Master Declaration of Covenants and Restrictions of Cedar Creek, a Subdivision, was recorded at Official Records Book 1853, Page 2354 et seq., of the Public Records of Sarasota County, Florida.

DATED this 27 day of June, 2008.

Signed, sealed and  
delivered in the presence of:

CEDAR CREEK MASTER  
ASSOCIATION, INC.

sign:

Linda C. Duda

print:

Linda C. Duda

By:

Mike Getzan  
Mike Getzan, President

sign:

Beth Melly

print:

BETH MELLY

Signed, sealed and delivered  
in the presence of:

sign:

Linda C. Duda

print:

Linda C. Duda

By:

Diane M. Roseneck  
Diane Roseneck, Secretary

sign:

Beth Melly

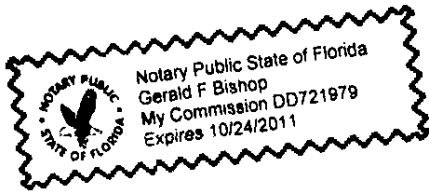
print:

BETH MELLY

(Corporate Seal)

STATE OF Florida  
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 27 day of JUNE, 2008, by Mike Getzan as President of Cedar Creek Master Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me ~~or has produced~~ as identification.

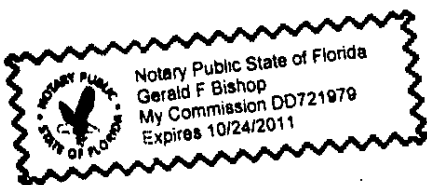


NOTARY PUBLIC

sign Gerald F Bishop  
print Gerald F Bishop  
State of Florida at Large (Seal)  
My Commission expires: 10-24-08

STATE OF Florida  
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 27 day of JUNE, 2008, by Diane Roseneck as Secretary of Cedar Creek Master Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me ~~or has produced~~ as identification.



NOTARY PUBLIC

sign Gerald F Bishop  
print Gerald F Bishop  
State of Florida at Large (Seal)  
My Commission expires: 10-24-08

Prepared by and return to:  
Daniel J. Lobeck, Esquire  
Lobeck & Hanson, P.A.  
2033 Main Street, Suite 403  
Sarasota, Florida 34237  
(941) 955-5622 (Telephone)  
(941) 951-1469 (Facsimile)

## **AMENDED AND RESTATED**

### **ARTICLES OF INCORPORATION**

#### **CEDAR CREEK MASTER ASSOCIATION, INC. a not-for profit Florida corporation**

*[Substantial rewording of Articles of Incorporation.  
See current Articles of Incorporation for present text.]*

The membership of **CEDAR CREEK MASTER ASSOCIATION, INC.**, a Corporation Not For Profit under the laws of the State of Florida, does hereby adopt as amendments to and a restatement of its Articles of Incorporation:

#### **ARTICLE 1. NAME AND PRINCIPAL OFFICE**

The name of this corporation is: **CEDAR CREEK MASTER ASSOCIATION, INC.** (herein, the "Association"). The principal office and street address of the Association shall be 2831 Ringling Boulevard, Suite 218F, Sarasota, Florida 34237. The Association's Board of Directors may change the principal office and street address of the Association from time to time as it determines to be in the interests of the Association. The original Articles of Incorporation of the Association were filed with the Department of State on May 2, 1986, Charter Number N14705. The original Master Declaration of Covenants and Restrictions of Cedar Creek Subdivision was originally recorded in Official Records Book 1853, Page 2354 et seq. of the Public Records of Sarasota County, Florida (herein, the "Declaration").

#### **ARTICLE 2. PURPOSES**

**2.1 PRIMARY PURPOSES.** The primary purposes for which the Association is formed are to provide for the maintenance, preservation, and architectural control of the residences, lots and common areas within that certain subdivided tract of real property known as CEDAR CREEK SUBDIVISION (herein, the "Subdivision"), and to promote the health, safety, and welfare of the owners and residents within the Subdivision and such additions thereto as may hereafter be brought within the jurisdiction of the Association for such purpose.

**2.2 POWERS.** The powers of the Association shall include without limitation the following:

A. Common Law and Statutory Powers. The Association shall have all of the common-law and statutory powers of a corporation not-for-profit under Chapter 617, Florida Statutes, as amended from time to time, not in conflict with the terms of these Articles of Incorporation, the Bylaws or the Declaration.

B. Specific Powers. The Association shall have all the powers set forth in the Declaration in addition to all of the powers reasonably necessary to own, operate, maintain, repair and replace the common areas and to provide such services as are required for the benefit of the members including, but not limited to, the following:

1. Perform all of the duties and obligations of the Association as set forth in the Declaration of Covenants, Conditions and Restrictions (herein, the "Declaration") applicable to the Subdivision.

2. Affix, levy, collect, and enforce payment by any lawful means of all charges and assessments pursuant to the terms of the Declaration; and pay all expenses in connection therewith, and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied on or imposed against the Association or its property.

3. Acquire (by gift, purchase, or otherwise), own, hold, alter, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs of the Association.

4. Borrow money and mortgage, pledge, convey by deed of trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

5. Dedicate, sell, or transfer all or any part of the common areas to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Members. No such dedication, sale or transfer shall be effective unless approved in advance by two-thirds (2/3rds) of the voting interests of the Members.

6. Participate in mergers and consolidation with other non-profit corporations organized for the same or substantially similar purposes or annex additional residential property or common areas.

7. Fine violators of the Declaration, Articles, Bylaws and Rules according to the requirements of state law and procedures adopted by the Association's Board of Directors.

**2.3 ASSESSMENTS.** The activities of the Association will be financed by assessments against owners as provided in the Declaration. No part of the net earnings of the Association will inure to the benefit of any member.

**ARTICLE 3.  
MEMBERSHIP**

Each Homeowners Association named in Article 1.11 of the Declaration, represented by one (1) Director from each of the Homeowners Association's Board, shall be a Member of the Master Association. No Owner shall be deemed a Member of the Master Association.

**ARTICLE 4.  
TERM**

This Association shall have perpetual existence.

**ARTICLE 5.  
SUBSCRIBERS**

The names and addresses of the original subscribers of these Articles of Incorporation are as follows:

Elizabeth J. Barber	2709 Oxford Drive Bradenton, Florida 33505
Cheryl Lynne Hippensteel	4529 Cactus Avenue Sarasota, Florida 33581
Thlema Dressel	744 45 <sup>th</sup> Street Sarasota, Florida 33580

**ARTICLE 6.  
BOARD OF DIRECTORS**

The business and affairs of the Association shall be managed by a Board of Directors. The number of directors shall be stated in the Bylaws.

**ARTICLE 7.  
OFFICERS**

The executive officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer. The Association's Board of Directors may appoint such assistant officers as it determines necessary to manage the affairs and operation of the Association. The Board of Directors shall elect and remove officers as provided in the Bylaws.

## ARTICLE 8. INDEMNIFICATION

The Association will indemnify and hold harmless any person made a party to or threatened to be made a party to any threatened, pending or completed action, suit or proceedings as follows:

A. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his or her capacity as Director, officer, or agent if the person served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees, whether for negotiation, trial, or appellate work, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit, or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director, officer or agent did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he or she had reasonable grounds for belief that such action was unlawful.

B. By or in the right of the Association to procure a judgment in its favor by reason of his or her being or having been a Director or officer of the Association, or by reason of his or her being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he or she served at the request of the Association, against the reasonable expenses, including attorney's fees, whether for negotiation, trial, or appellate work, actually and necessarily incurred by him or her in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his or her duty to the Association unless, and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

C. The Board of Directors shall exclusively determine whether amounts for which a Director, officer or agent seeks indemnification were properly incurred and whether such Director, officer or agent acted in good faith and in a manner he or she reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he or she had no reasonable ground for belief that such action was



unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties or interested person to such action, suit or proceeding.

D. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

E. Should any aspect of this indemnification be determined to exceed the maximum indemnification allowed by law, then this indemnification shall not be void but shall be interpreted to conform to the maximum extent or indemnification allowed by law.

## **ARTICLE 9. BYLAWS**

The Bylaws of the Association may be amended in the manner provided in the Bylaws.

## **ARTICLE 10. AMENDMENT**

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

**10.1 PROPOSAL.** A proposal for an amendment to these Articles of Incorporation may be made by the Board of Directors of the Association at any meeting of the Board. A proposal may also be made upon the written request of not less than twenty-five (25%) percent of the voting interests of the Members. Notice of the subject matter of any proposed amendment shall be included in or with the notice of the membership meeting at which the amendment is to be proposed and considered.

**10.2 APPROVAL.** The approval of a proposed amendment to these Articles shall require the affirmative vote of not less than a majority of the voting interests of the Board of Directors present (in person or by proxy) at a duly-noticed membership meeting. A copy of each amendment shall be filed with the Florida Secretary of State and recorded in the Public Records of Sarasota County, Florida, along with a Certificate of Amendment.

## **ARTICLE 11. DISSOLUTION**

On dissolution, the assets of the Association shall be distributed to an appropriate public agency to be used for purposes similar to those which the Association was created. In the event such distribution is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust or other organization organized and operated for such similar purposes.

## **ARTICLE 12.**

## **DEFINITIONS**

All terms used in these Articles of Incorporation shall have the same meanings as stated in of the Declaration.

## **ARTICLE 13. PRIORITY OF DOCUMENTS**

In the event of a conflict, the governing documents of the Association shall take priority in the following order: (1) Declaration; (2) Articles of Incorporation; (3) Bylaws; and (4) Rules and Regulations.